

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 18, 2010

Consent **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

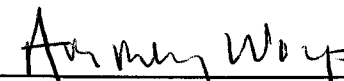
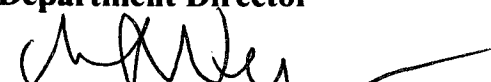
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to the agreement (R2004-0901) with Good Samaritan Medical Center, Inc. (Hospital) to extend the term of the agreement until May 18, 2013.

Summary: The Agreement with the Hospital, which provides the terms and conditions under which the Hospital can program into its radios and utilize the countywide and EMS common talk groups for certain types of inter-agency communications, expires on May 18, 2010. The Agreement provides for three (3) renewal options, each for a period of three (3) years. Both parties must approve the renewal option. The Hospital has approved a renewal to extend the term of the Agreement until May 18, 2013. The renewal now requires Board approval. The terms of the Agreement are standard and have been offered to other hospitals and EMS providers. There are no charges associated with this Agreement. The Hospital is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause. This Second Amendment renews the term, updates the notice provisions and provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. Other than the changes set forth herein and a few minor changes all other terms and conditions remain the same. (ESS) Countywide (JM)

Background and Justification: On May 18, 2004, the Board approved the Agreement with the Hospital for a period of three (3) years expiring on May 17, 2007. On February 6, 2007, the Board approved the First Amendment to Agreement extending the term until May 18, 2010 (R2007-0143). After approval of this Second Amendment there will remain one (1) renewal option.

Attachments:
Second Amendment

Recommended By:		4/23/10
	Department Director	Date
Approved By:		5/7/10
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><i># See below</i></u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

** No fiscal impact to the County.*

OFMB *N. Gray 5/4/10*
4/30/10 *5/1/10*

Dr. J. Jones 5/4/10
Contract Development and Control
E. Jones 5/4/10

This amendment complies with our review requirements.

B. Legal Sufficiency:

James Ellis 5/6/10
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT to Agreement R2004-0901, dated May 18, 2004, as amended by R2007-0143 (collectively referred to herein as the "Agreement") is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Good Samaritan Medical Center, Inc., a corporation licensed to do business in the State of Florida ("Hospital") with a federal tax id number of 75-2932824.

In consideration of the mutual promises contained herein, the County and Hospital agree as follows:

1. The term of the Agreement, expires on May 18, 2010, and shall be extended to May 18, 2013.
2. All references in the Agreement to Communications Division shall be deleted and replaced with Electronic Services and Security Division.
3. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division a position with the title of 800 MHz System Administrator will be the Hospital's day to day contact and can be reached at 561-233-0837. The Electronic Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

4. Section 9.07 of the Agreement is deleted in its entirety and replaced with the following:

9.07 The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services and Security Division, 2633 Vista Parkway, West Palm Beach, FL 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.

5. Section 9.09 of the Agreement is amended, as to the County address, to:

Palm Beach County Electronic Services and Security Division
2633 Vista Parkway
West Palm Beach, FL 33411

6. Section 14 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 14: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

800 MHZ System Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Hospital:

Chief Executive Officer
Good Samaritan Medical Center
1309 North Flagler Drive
West Palm Beach, FL 33401

Information Systems Director
Good Samaritan Medical Center
1309 North Flagler Drive
West Palm Beach, FL 33401

7. The Agreement is hereby amended to add the following:

SECTION 24: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and

proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Hospital, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and to detect waste, corruption and fraud.

8. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed on the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Assistant County Attorney

By: Audrey Wolf
Audrey Wolf, Director SSC
Facilities Development & Operation

WITNESS:

**GOOD SAMARITAN MEDICAL
CENTER, INC.**

Suzanne Morris
Witness Signature

By: Mark Nosacka
Mark Nosacka, Chief Executive Officer

Suzanne Morris
Print Witness Name

CORPORATE SEAL

L.E. Feak
Witness Signature

L.E. Feak
Print Witness Name

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/10

PRODUCER 1-818-539-2300
 Arthur J. Gallagher & Co.
 Insurance Brokers of California, Inc. License #0726293
 505 North Brand Boulevard, Suite 600
 Glendale, CA 91203-3944
 maribel_sanchez@ajg.com

INSURED
 Tenet Healthcare Corp.
 1445 Ross Avenue, Suite 1400
 Dallas, TX 75202-2703

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER B: American Intl Specialty Lines Ins Co	26883
INSURER C: ILLINOIS NATL INS CO	23817
INSURER D: New Hampshire Ins Co	23841
INSURER E: American Intl South Ins Co	40258

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	0936368	06/01/09	06/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B B A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Phys Dmge/Ded \$250,000	0936170 - Garage Keepers 0936169 - Phy Damage 0936171	06/01/09 06/01/09 06/01/09	06/01/10 06/01/10 06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
C D A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	60168951 (MO,WI) 60168945 (AOS)/60168950 (TX) 0899019AL-CA-LA/60168946CA 60168947 (FL)	06/01/09 06/01/09 06/01/09 06/01/09	06/01/10 06/01/10 06/01/10 06/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A E	OTHER WC & Empl Liab WC & Empl Liab	60168949 (OR) 60168948 (GA)	06/01/09 06/01/09	06/01/10 06/01/10	EL Limits 2,000,000 EL Limits 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Insured/Facility: Good Samaritan Medical Center, 1309 N. Flagler Dr., W. Palm Beach, FL 33401
 Re: Agreement to utilize County's 800 MHz radio / communication system, agmt #R2004-0901

The Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents are named as additional insureds as their interests appear.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
 Electronic Services & Security Division
 2633 Vista Parkway
 West Palm Beach, FL 33411
 USA

CANCELLATION *10 Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tom Kallal

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
AS PER CONTRACT OR WRITTEN AGREEMENT
2. Name of Person or Organization (Additional Insured): Any person or organization from whom you lease premises or who manages premises you own and to whom you become obligated to include as an additional insured under this policy as a result of any lease or management agreement you enter into with such parties.
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.