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

Meeting Date: August 17, 2010

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Waiver of prohibited relationship for Don Chester, an Assistant Administrator at Tenet-St. Mary's Hospital Inc. d/b/a St. Mary's Medical Center (Hospital), who sits as an advisory board member on the Homeless Advisory Board, and;

B) A Second Amendment to the Agreement (R2004-0207) with the Hospital to extend the term of the 800 MHz Agreement until February 2, 2013.

Summary: Don Chester is an employee of the Hospital and he is a member of the Palm Beach County Homeless Advisory Board. Per the County's Code of Ethics, this may be perceived as a prohibited relationship and Don Chester is requesting a waiver under the requirements of the Code. Staff recommends approval of the waiver. The Agreement, 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, expired on February 3, 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 retroactively extend the term of the Agreement until February 3, 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 all other terms and conditions remain the same. (ESS) Countywide (JM)

Background & Policy Issues: On February 3, 2004, the Board approved the Agreement with the Hospital for a period of three (3) years expiring on February 2, 2007. On December 5, 2006, the Board approved the First Amendment to Agreement extending the term until February 3, 2010 (R2006-2646). After approval of this Second Amendment there will remain one (1) renewal option.

Attachments:

- 1. Don Chester Disclosure Letter
- 2. Second Amendment

Recommended By:

Annex Wong
Department Director

7/10/10
Date

Approved By:

[Signature]
County Administrator

5/26/10
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 additional cost needed for the hospital to use EMS common talk groups and radios for intrajurisdictional communications

[Signature]
 OEMB *dl* 7/28/10 *dl* 7/28/10

[Signature] 7/29/10
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 7/29/10
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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



TO: **ADVISORY BOARD MEMBERS**

FROM: **ROBERT WEISMAN
COUNTY ADMINISTRATOR**

RE: **PALM BEACH COUNTY CODE OF ETHICS**

Effective May 1, 2010, contractual relationships between Palm Beach County government and advisory board members, their employers, or businesses, are prohibited conflicts of interest as set forth in the Palm Beach County Code of Ethics, Ordinance 2009-051. This conflict of interest must be waived by an affirmative vote of five (5) members of the Board of County Commissioners upon full disclosure at a public meeting in order to accept appointment to an advisory board. In the space provided below, please identify any such contractual relationships, or verify that none exist at this time. The Ordinance (2009-051) and the training requirement can be found on the web at:

<http://www.pbcgov.com/ethics/advisory.htm>

<u>Type of Contract</u>	<u>Which Department/Division</u>	<u>Effective Date</u>	<u>Term</u>
Type of Contract-800 Mhz Trunked Radio System interoperability agreement that R200 and -4-0207)	Which Dept/division-FDO/ESS	Effective Date-February 3, 2004	Term-2/3/2013 with/1 remaining renewal option of three years.

Yes, submit a waiver to the Board of County Commissioners, since I or my employer have/has the above named contract(s);

OR

At this time, I nor my employer have contract(s) with the Board of County Commissioners

As a (current or potential) advisory board member you are required to receive training on the PBC Code of Ethics and acknowledge that you have read and understand the PBC Code of Ethics Ordinance.

If you are unable access the training and/or Ordinance on the web, please contact Marilyn Munoz, Human Services Division at 561-355-4764 or via email at MMunoz@pbcgov.org for other arrangements.

Acknowledgment of Receipt

NAME: Don W. Chester
 FIRM/COMPANY/ORGANIZATION: St. Mary's Medical Center

ADVISORY BOARD(S): Homeless Advisory Board

I acknowledge that I have taken the required training; and read and understand the Palm Beach County Code of Ethics Ordinance, the provisions of which are effective May 1, 2010. I understand that as an advisory board member of the above-mentioned board(s) that I am bound by it.

Signature:  Date: July 7, 2010

Please sign and return this Form to Marilyn Munoz, Human Services Division, 810 Datura Street, West Palm Beach, Florida 33401.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT to Agreement R2004-0207, dated February 3, 2004, as amended by R2006-2646 (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 Tenet-St. Mary's Hospital Inc. d/b/a St. Mary's Medical Center, a corporation licensed to do business in the State of Florida ("Hospital") with a federal tax id number of 75-2932830.

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

1. The term of the Agreement, expired on February 3, 2010, and shall be retroactively extended to February 3, 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 Radio 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 Radio 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
St. Mary's Medical Center, Inc.
901 45th Street
West Palm Beach, FL 33407

Director of Safety and Security
St. Mary's Medical Center, Inc.
901 45th Street
West Palm Beach, FL 33407

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 and is hereby ratified and confirmed by the Hospital and County.

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**

By: _____
Deputy Clerk

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

By: _____
Burt Aaronson, Chair

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

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

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

WITNESS:

[Signature]
Witness Signature

SARAH J. COOPER
Print Witness Name

Witness Signature

Print Witness Name

**TENET-ST. MARY'S HOSPITAL INC. d/b/a
ST. MARY'S MEDICAL CENTER**

By: David Carbone 4-29-10
David Carbone, Chief Executive Officer

CORPORATE SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/10

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.												
	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL UNION FIRE INS CO OF PITTS</td> <td>19445</td> </tr> <tr> <td>INSURER B: Chartis Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER C: ILLINOIS NATL INS CO</td> <td>23817</td> </tr> <tr> <td>INSURER D: NEW HAMPSHIRE INS CO</td> <td>23841</td> </tr> <tr> <td>INSURER E: Chartis Casualty company</td> <td>40258</td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER B: Chartis Specialty Insurance Company	26883	INSURER C: ILLINOIS NATL INS CO	23817	INSURER D: NEW HAMPSHIRE INS CO	23841	INSURER E: Chartis Casualty company	40258
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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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4360645	06/01/10	06/01/11	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		AUTOMOBILE LIABILITY	3976382 - Phy Damage	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A		<input checked="" type="checkbox"/> ANY AUTO	3482134	06/01/10	06/01/11	
B		<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 Dmgge/Ded \$250,000	3976383 - Garage Keepers	06/01/10	06/01/11	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	020342754 (MO,WI)	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	020342748 (AOS) / 020342753 TX	06/01/10	06/01/11	E.L. EACH ACCIDENT \$ 2,000,000
A			0910579AL-CA-LA/020342749 CA	06/01/10	06/01/11	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C			020342750 (FL)	06/01/10	06/01/11	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A		OTHER	020342752 (OR)	06/01/10	06/01/11	EL Limits 2,000,000
E		WC & Empl Liab	020342751 (GA)	06/01/10	06/01/11	EL Limits 2,000,000

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

Insured/Facility: Saint Mary's Medical Center, 901 45th St., W. Palm Beach, FL 33407
 Re: Agreement to utilize County's 800 MHz radio / communication system, agmt #R2004-0207

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	CANCELLATION *10 Day Notice for Non-Payment of Premium
Palm Beach County Board of County Commissioners Electronic Services & Security Division 2633 Vista Parkway West Palm Beach, FL 33411 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 

ACORD 25 (2009/01) mramglen
 16005286

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/10

PRODUCER 1-818-539-2300

thur J. Gallagher & Co.
Insurance Brokers of California, Inc. License #0726293
5 North Brand Boulevard, Suite 600

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endale, CA 91203-3944
ribel_sanchez@ajq.com

INSURERS AFFORDING COVERAGE

NAIC #

SURED
net Healthcare Corp.

INSURER A: NATIONAL UNION FIRE INS CO OF PITTS

19445

45 Ross Avenue, Suite 1400

INSURER B: Chartis Specialty Insurance Company

26883

Dallas, TX 75202-2703

INSURER C: ILLINOIS NATL INS CO

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INSURER D: NEW HAMPSHIRE INS CO

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1	GENERAL LIABILITY	4360645	06/01/10	06/01/11	EACH OCCURRENCE	\$ 1,000,000
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	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
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	<input checked="" type="checkbox"/> ANY AUTO	3482134	06/01/10	06/01/11		
	<input type="checkbox"/> ALL OWNED AUTOS	3976383 - Garage Keepers	06/01/10	06/01/11	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
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	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	020342754 (MO,WI)	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
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	OTHER					
WC & Empl Liab	020342752 (OR)	06/01/10	06/01/11	EL Limits	2,000,000	
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Palm Beach County Board of County Commissioners

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.Electronic Services & Security Division
33 Vista Parkway

AUTHORIZED REPRESENTATIVE

West Palm Beach, FL 33411

USA

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