

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 6, 2012

[X]  
 [ ]

Consent  
Workshop

[ ]  
 [ ]

Regular  
Public Hearing

Department

Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve a Second Amendment to Interlocal Agreement for Interfacility Ambulance Funding (R2008-2243, as previously amended R2011-0772) with District Hospital Holdings, Inc., d/b/a Lakeside Medical Center, effective March 8, 2012, to extend the term of the Agreement for an additional one year period through March 7, 2013, in an amount not-to-exceed \$153,719 during the one year extension period.

**Summary:** This Second Amendment extends the Interlocal Agreement for Interfacility Ambulance Funding with Glades Hospital Holdings, Inc. (now known as District Hospital Holdings, Inc.), d/b/a Glades General Hospital (now known as Lakeside Medical Center) ("Hospital"), a public hospital located in the Glades area of Palm Beach County that predominantly serves a population residing within the Fire/Rescue Municipal Service Taxing Unit (MSTU). The Hospital entered into a Healthcare Transportation Service Agreement with American Medical Response (AMR) on March 8, 2008, which has been renewed for an additional one year period through March 7, 2013. This Transport Agreement requires AMR to station an ambulance at the Hospital to provide interfacility transport services for patients under the care of the Hospital, and the Hospital to pay AMR for ambulance transports as well as an annual Stationing and Availability Fee. Pursuant to the Hospital's request, the County agreed to fund one-half the Availability Fee. This Second Amendment extends funding for an additional year, in an amount not to exceed \$153,719, to correspond with the Transport Agreement's renewal and updates certain other contract provisions. Having a dedicated interfacility ambulance provider in the Glades area has eased the strain on the resources of the County and its Fire/Rescue MSTU for emergency response in that area, and promotes the public health, safety and welfare within the County, including within the Fire/Rescue MSTU.

Countywide (SB)

**Background and Justification:** Palm Beach County Fire-Rescue serves the residents of the Glades area through the Fire/Rescue MSTU. The lack of a dedicated interfacility ambulance provider in the Glades area resulted in an increase in emergency transport calls to Palm Beach County Fire-Rescue and impacted the availability of County resources. The Hospital's stationing of an ambulance dedicated for interfacility transport of Hospital's patients has freed up the resources of Palm Beach County Fire-Rescue for emergency response.

**Attachments:**

1. Second Amendment to Interlocal Agreement for Interfacility Ambulance Funding
2. Interlocal Agreement for Interfacility Ambulance Funding (R2008-2243, as amended by First Amendment R2011-0772)
3. Letter from Lakeside Medical Center acknowledging the automatic extension of the Healthcare Transportation Service Agreement between the Hospital and AMR

Recommended By: \_\_\_\_\_

*Ronald J. ...*  
Deputy Chief

2-10-12  
Date

Approved By: \_\_\_\_\_

*Scott Feranelli*  
Fire-Rescue Administrator

2-13-12  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>151,256</u>	<u>64,050</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>151,256</u>	<u>64,050</u>	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes XX No \_\_\_\_\_

Budget Account No.: Fund 1300 Dept 440 Unit 4230 Object 3401

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

The not-to-exceed amount for the first year of this contract was \$131,400, with a 4% increase for each year thereafter. If approved by the Board, the not-to-exceed amount associated with this Second Amendment will be \$153,719 for the period March 8, 2012 through March 7, 2013. Therefore, the County's obligation for FY 2012 and FY 2013 will be \$151,256 and \$64,050 respectively.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<u><i>[Signature]</i></u> OFMB VA 2/16/12 PM 2/15/12	<u><i>[Signature]</i></u> Contract Dev. and Control 2-27-12 B Wheeler
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B. Legal Sufficiency:

This amendment complies with our review requirements.

*[Signature]* 2/23/12  
 Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR INTERFACILITY  
AMBULANCE FUNDING (County # R2008-2243 as previously amended by R2011-0772)**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between District Hospital Holdings, Inc., d/b/a Lakeside Medical Center (formerly known as Glades Hospital Holdings, Inc., d/b/a Glades General Hospital), a subsidiary non-profit corporation of the Healthcare District of Palm Beach County, a political subdivision of the State of Florida, (the "Hospital") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County").

**WITNESSETH**

**WHEREAS**, the County and the Hospital entered into an Interlocal Agreement for Interfacility Ambulance Funding dated December 2, 2008 (County # R2008-2243), as amended and extended through March 7, 2012 by the First Amendment to Interlocal Agreement for Interfacility Ambulance Funding dated May 17, 2011 (hereinafter collectively referred to as the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, the County has provided the Hospital with funding to partially offset the Availability Fee paid by the Hospital to have an interfacility ambulance stationed at the Hospital pursuant to the Healthcare Transportation Services Agreement between the Hospital and the interfacility ambulance provider (the "Transport Agreement"); and

**WHEREAS**, the Transport Agreement has been renewed for an additional one year period commencing March 8, 2012; and

**WHEREAS**, the Hospital and the County desire to amend their Agreement to extend its term for an additional one year period to correspond with the Transport Agreement's renewal, and to update certain other provisions; and

**WHEREAS**, the Board of County Commissioners reaffirms its finding that providing the Hospital with partial funding to have an interfacility ambulance stationed at the Hospital will promote the public health, safety and welfare within the County, including within the Fire/Rescue MSTU, and therefore will primarily and substantially serve a public purpose.

**NOW, THEREFORE**, the Hospital and the County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

1. The facts set forth above in the preamble to this Second Amendment are true and correct and are hereby incorporated into this Second Amendment.
2. The provisions of this Second Amendment shall take effect on March 8, 2012.
3. The **FIRST PARAGRAPH of SECTION 5 ("FUNDING")** of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

“The County shall reimburse the Hospital, on a quarterly basis, one-half of the quarterly Availability Fee paid by the Hospital to AMR in accordance with the terms of the Transport Agreement, including one-half of the Availability Fee paid by the Hospital to AMR at the commencement of the Transport Agreement for the partial first quarter; provided however, that the total funding to be provided by the County shall not exceed One-Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400.00) for the first year of this Agreement, One-Hundred Thirty-Six Thousand Six Hundred Fifty-Six Dollars (\$136,656.00) for the second year of this Agreement, ~~and~~ One-Hundred Forty-Two Thousand One Hundred Twenty-Two Dollars (\$142,122.00) for the third year of this Agreement, ~~and~~ One-Hundred Forty-Seven Thousand Eight Hundred Seven Dollars (\$147,807.00) for the fourth year of this Agreement, and One-Hundred Fifty-Three Thousand Seven Hundred Nineteen Dollars (\$153,719.00) for the fifth year of this Agreement.”

**4. SECTION 6 (“TERM AND TERMINATION”)** of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

“The term of this Agreement shall be effective retroactively from March 8, 2008, and shall continue for a period of ~~four (4)~~ five (5) years through March 7, ~~2012~~ 2013; provided, however, that if the Transport Agreement between the Hospital and AMR is terminated for any reason prior to March 7, ~~2012~~ 2013, then this Agreement shall be terminated upon termination of the Transport Agreement. The Hospital shall immediately notify the County if the Transport Agreement is terminated early. Either party to this Agreement may terminate this Agreement without cause upon sixty (60) days advance written notice to the other party, and without any recourse or recovery against the terminating party due to such termination. Either party may terminate this Agreement upon breach by the other party of any term or condition herein if such breach is not cured within thirty (30) days of written notice thereof to the breaching party.”

**5. SECTION 18 (“NOTICE”)** of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

“All notices required to be given under this Agreement shall be in writing and, unless otherwise provided for in this Agreement, shall be deemed sufficient to each party when sent by United States certified Mail, postage prepaid, to the following:

As to the County:

Fire-Rescue Administrator  
Palm Beach County Fire-Rescue  
405 Pike Road

As to the Hospital:

District Hospital Holdings, Inc, d/b/a Lakeside Medical Center  
39200 Hooker Highway  
Belle Glade, FL 33430

West Palm Beach, FL 33411

With copy to:  
Health Care District of Palm Beach County  
Attn: ~~Nicholas Romanello, In House Counsel for the District~~  
Legal Counsel  
~~324 Datura Street~~ 2601 10<sup>th</sup> Ave North, Suite 100  
~~West Palm Beach~~ Palm Springs, FL 33401-33461-3133

6. Except as provided herein, all other terms and conditions of the Agreement shall remain in full effect; provided, however, that in the event of any conflict, inconsistency, or incongruity between the provisions of this Second Amendment and the provisions of the Agreement, this Second Amendment shall control.

7. Each party's performance and obligation to pay under the Agreement and this Second Amendment is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year, and is subject to any budgetary limitations imposed by law.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Second Amendment on the date first written above.

ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: *Sharon Bunnor*  
County Attorney

By: *[Signature]*  
Fire-Rescue

ATTEST:

DISTRICT HOSPITAL HOLDINGS, INC., D/B/A  
LAKESIDE MEDICAL CENTER

By: *Mary Cronje*  
MARY CRONJE

By: *RJ Wiewora MD*  
Name: RJ Wiewora, MD  
Title: CEO

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *[Signature]*  
Hospital Attorney  
*Christy L. Goddard, Esq.*

R2008 2243

**INTERLOCAL AGREEMENT FOR INTERFACILITY AMBULANCE FUNDING BY  
AND BETWEEN THE GLADES HOSPITAL HOLDINGS, INC., D/B/A GLADES  
GENERAL HOSPITAL AND PALM BEACH COUNTY**

DEC 02 2008

THIS INTERLOCAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Glades Hospital Holdings, Inc., a subsidiary non-profit corporation of the Healthcare District of Palm Beach County, d/b/a Glades General Hospital, a political subdivision of the State of Florida, (the "Hospital") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (the "County") for partial funding to station an interfacility ambulance at the Hospital.

**WITNESSETH**

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Hospital is a public hospital located in the Glades area of Palm Beach County, and predominantly serves a population residing within the County's Fire/Rescue MSTU; and

WHEREAS, the Hospital and Atlantic/Palm Beach Ambulance, Inc., d/b/a American Medical Response ("AMR") have entered into that certain Healthcare Transportation Service Agreement dated March 8, 2008, which requires AMR to station an ambulance at the Hospital to provide interfacility transport services for patients under the care of the Hospital (the "Transport Agreement"); and

WHEREAS, the Transport Agreement requires the Hospital to pay AMR certain ambulance transport fees, as well as an annual Stationing and Availability Fee ("Availability Fee") to station the ambulance at the Hospital; and

WHEREAS, the Hospital has requested that the County partially fund said Availability Fee; and

WHEREAS, the lack of a dedicated interfacility ambulance provider stationed in the Glades area has caused a strain on the resources of Palm Beach County Fire-Rescue services, provided through the Fire/Rescue MSTU, within the Glades area; and the stationing of a dedicated interfacility ambulance provider at the Hospital will free up the resources of Palm Beach County Fire-Rescue for emergency response; and

**WHEREAS**, the Board of County Commissioners therefore finds that providing the Hospital with funding to partially offset its cost to have an interfacility ambulance stationed at the Hospital will promote the public health, safety and welfare within the County, including within the Fire/Rescue MSTU, and therefore will primarily and substantially serve a public purpose.

**NOW, THEREFORE**, the Hospital and the County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

**SECTION 1. INCORPORATION OF FACTS**

The facts set forth above in the preamble to this Agreement are true and correct and are hereby incorporated into this Agreement.

**SECTION 2. PURPOSE**

The purpose of this Agreement is to establish the parties' rights and obligations regarding the County's partial funding of the Availability Fee to be paid by the Hospital to have an interfacility ambulance provider stationed at the Hospital.

**SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR**

The County's representative and contract monitor during the term of this Agreement shall be the Fire-Rescue Administrator whose telephone number is 561-616-7000. The Hospital's contract monitor during the term of this Agreement shall be Ron Wiewora, M.D., Interim Hospital CEO, whose telephone number is 561-996-6571, Ext. 400.

**SECTION 4. ADMINISTRATION**

This Agreement is solely an Interlocal Agreement providing funding for services as authorized by Chapter 163, Florida Statutes. This Agreement shall not in any manner whatsoever be deemed to constitute a transfer of powers or functions in anyway whatsoever. The Hospital shall maintain full responsibility for overseeing and monitoring the interfacility ambulance services provided to the Hospital by AMR. Nothing in this Agreement shall be deemed to shift any such responsibility to the County. The Hospital acknowledges and represents that nothing in this Agreement or the Transport Agreement is intended to prohibit or limit AMR from using its ambulance stationed at the Hospital to meet any response obligations that AMR may have pursuant to law, including state law and/or Chapter 13, Article II, of the Palm Beach County Code.

**SECTION 5. FUNDING**

The County shall reimburse the Hospital, on a quarterly basis, one-half of the quarterly Availability Fee paid by the Hospital to AMR in accordance with the terms of the Transport Agreement, including one-half of the Availability Fee paid by the Hospital to AMR at the commencement of the

Transport Agreement for the partial first quarter; provided however, that the total funding to be provided by the County shall not exceed One-Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400.00) for the first year of this Agreement, One-Hundred Thirty-Six Thousand Six Hundred Fifty-Six Dollars (\$136,656.00) for the second year of this Agreement, and One-Hundred Forty-Two Thousand One Hundred Twenty-Two Dollars (\$142,122.00) for the third year of this Agreement.

The Hospital shall invoice the County on a quarterly basis. Each invoice shall identify the amount due from County, and shall include documentation of the quarterly Availability Fee paid by the Hospital to AMR. This information shall be provided to the County in a format that does not include disclosure of any protected patient health information. The Hospital shall provide any further documentation deemed necessary by the County. Approved invoices will be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within 45 days following final approval.

Should the Hospital receive any refund, correction, reimbursement or other type of credit from AMR for any Availability Fee paid by the Hospital, the Hospital shall promptly pay or credit the County one-half of the credit received by the Hospital. This provision shall survive the expiration or termination of this Agreement.

The County's obligation under this Agreement shall be limited solely to partially reimbursing the Hospital for its payment of the Availability Fee, as provided for in this Section. The County shall not be responsible for reimbursing or paying the Hospital for any other fees or obligations incurred under the Transport Agreement or otherwise. The County shall not be deemed to be a guarantor of the Hospital's payment obligations, or other obligations, to AMR. Under no circumstances shall the County be deemed responsible or liable for payment of the Availability Fee to AMR or for the payment of any other fees, charges or obligations of any nature to AMR. This Agreement does not create, and shall not be deemed to create, any contractual relationship, obligations or rights between the County and AMR. AMR shall not be deemed to be a third-party beneficiary of this Agreement, or to otherwise have any rights arising under this Agreement, in any manner whatsoever.

**SECTION 6. TERM and TERMINATION**

The term of this Agreement shall be effective retroactively from March 8, 2008, and shall continue for a period of three (3) years; provided, however, that if the Transport Agreement between the Hospital and AMR is terminated for any reason prior to its 3 year term, then this Agreement shall be terminated upon termination of the Transport Agreement. The Hospital shall immediately notify the County if the Transport Agreement is terminated early. Either party to this Agreement may terminate



this Agreement without cause upon sixty (60) days advance written notice to the other party, and without any recourse or recovery against the terminating party due to such termination. Either party may terminate this Agreement upon breach by the other party of any term or condition herein if such breach is not cured within thirty (30) days of written notice thereof to the breaching party.

**SECTION 7. RELATIONSHIP OF EMPLOYEES**

This Agreement does not and shall not be construed to make any officer or employee of the County an officer or employee of the Hospital for any purpose whatsoever, nor any officer or employee of the Hospital an officer or employee of the County for any purposes whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**SECTION 8. LIABILITY**

The County and its respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Hospital or for any third party. The Hospital and its respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the County or for any third party. Nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

**SECTION 9. ASSIGNMENT OF RIGHTS**

Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other.

**SECTION 10. RECORDS RETENTION**

The County and the Hospital shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

**SECTION 11. ACCESS AND AUDITS**

The Hospital shall maintain adequate records to justify all charges, expenses, and costs invoiced to the County under this Agreement for at least three (3) years after the expiration or termination of this Agreement. To the extent permitted by law, the County shall have access to all books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours.

**SECTION 12. AMENDMENTS**

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of the parties.

**SECTION 13. FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**SECTION 14. INDEMNIFICATION**

To the extent permitted by law, the Hospital shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Hospital's negligence in connection with this Agreement. To the extent permitted by law, the County shall indemnify, defend and hold harmless the Hospital against any actions, claims or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28.

**SECTION 15. GOVERNMENTAL POWERS**

The parties acknowledge and agree that this Agreement is an interlocal agreement under Chapter 163, Florida Statutes, and that each party shall retain all legislative authority with regard to their respective governing body. Nothing contained herein shall be construed in anyway to transfer, contract away, delegate, or otherwise limit the parties' respective legislative and police powers. Notwithstanding anything contained in this Agreement, the ultimate authority and responsibility for providing and funding interfacility ambulance transport services for Hospital patients shall remain with the Hospital. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any County or Hospital officials.

**SECTION 16. ANNUAL APPROPRIATIONS**

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year.

**SECTION 17. ENFORCEMENT COSTS**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

**SECTION 18. NOTICE**

All notices required to be given under this Agreement shall be in writing and, unless otherwise provided for in this Agreement, shall be deemed sufficient to each party when sent by United States certified Mail, postage prepaid, to the following:

As to the County:  
Fire-Rescue Administrator  
Palm Beach County Fire-Rescue  
50 South Military Tr., Suite 101  
West Palm Beach, FL 33415

As to the Hospital:  
Glades Hospital Holdings, Inc., d/b/a Glades General Hospital  
1201 South Main Street  
Belle Glade, FL 33430  
Attn: CEO

With Copy to:  
Health Care District of Palm Beach County  
Attn: Nicholas Romanello, In-House Counsel for the District  
324 Datura Street  
West Palm Beach, FL 33401

**SECTION 19. REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Failure of a party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter. No provision of this Agreement is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

**SECTION 20. CONFLICT RESOLUTION**

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

**SECTION 21. JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**SECTION 22. EQUAL OPPORTUNITY**

The County and the Hospital agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.

**SECTION 23. CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**SECTION 24. SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**SECTION 25. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

**SECTION 26. SURVIVABILITY**

Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

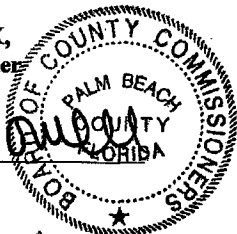
**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

R2008 2243 DEC 02 2008

ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

By: [Signature]  
Deputy Clerk



PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
John F. Koons Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
Fire-Rescue

GLADES HOSPITAL HOLDINGS, INC., D/B/A  
GLADES GENERAL HOSPITAL

ATTEST:

By: \_\_\_\_\_

By: [Signature]  
Ron Wiewora, Interim Hospital CEO

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Nicholas W. Romanello, Esq.  
Legal Counsel  
Glades General Hospital

R 2011 07 72

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR INTERFACILITY  
AMBULANCE FUNDING (County # R2008-2243)**

**THIS FIRST AMENDMENT** is made and entered into this            day of           , **MAY 17 2011**  
2011, by and between District Hospital Holdings, Inc., d/b/a Lakeside Medical Center (formerly known  
as Glades Hospital Holdings, Inc., d/b/a Glades General Hospital), a subsidiary non-profit corporation of  
the Healthcare District of Palm Beach County, a political subdivision of the State of Florida, (the  
"Hospital") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and  
through its Board of County Commissioners (the "County").

**WITNESSETH**

**WHEREAS**, the County and the Hospital entered into an Interlocal Agreement for Interfacility  
Ambulance Funding dated December 2, 2008 (County # R2008-2243) (the "Agreement"), which  
Agreement was set to expire on March 7, 2011; and

**WHEREAS**, pursuant to the Agreement, the County has provided the Hospital with funding to  
partially offset the Availability Fee paid by the Hospital to have an interfacility ambulance stationed at  
the Hospital pursuant to the Healthcare Transportation Services Agreement between the Hospital and the  
interfacility ambulance provider (the "Transport Agreement"); and

**WHEREAS**, the Transport Agreement has been renewed for an additional one year period  
commencing March 8, 2011; and

**WHEREAS**, the Hospital and the County desire to amend their Agreement to extend its term for  
an additional one year period to correspond with the Transport Agreement's renewal, and to update  
certain other provisions; and

**WHEREAS**, the Board of County Commissioners reaffirms its finding that providing the  
Hospital with partial funding to have an interfacility ambulance stationed at the Hospital will promote  
the public health, safety and welfare within the County, including within the Fire/Rescue MSTU, and  
therefore will primarily and substantially serve a public purpose.

**NOW, THEREFORE**, the Hospital and the County, in consideration of the terms and  
conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

1. The facts set forth above in the preamble to this First Amendment are true and correct and are hereby  
incorporated into this First Amendment.
2. The provisions of this First Amendment shall take effect retroactively from March 7, 2011.

3. SECTION 3 ("REPRESENTATIVE AND CONTRACT MONITOR") of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

"The County's representative and contract monitor during the term of this Agreement shall be the Fire-Rescue Administrator whose telephone number is 561-616-7000. The Hospital's contract monitor during the term of this Agreement shall be ~~Ron Wiewers, M.D., Interim Hospital CEO~~ the Administrator, whose telephone number is 561-996-6571, Ext. 400."

4. The FIRST PARAGRAPH of SECTION 5 ("FUNDING") of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

"The County shall reimburse the Hospital, on a quarterly basis, one-half of the quarterly Availability Fee paid by the Hospital to AMR in accordance with the terms of the Transport Agreement, including one-half of the Availability Fee paid by the Hospital to AMR at the commencement of the Transport Agreement for the partial first quarter; provided however, that the total funding to be provided by the County shall not exceed One-Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400.00) for the first year of this Agreement, One-Hundred Thirty-Six Thousand Six Hundred Fifty-Six Dollars (\$136,656.00) for the second year of this Agreement, and One-Hundred Forty-Two Thousand One Hundred Twenty-Two Dollars (\$142,122.00) for the third year of this Agreement, and One-Hundred Forty-Seven Thousand Eight Hundred Seven Dollars (\$147,807.00) for the fourth year of this Agreement."

5. SECTION 6 ("TERM AND TERMINATION") of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

"The term of this Agreement shall be effective retroactively from March 8, 2008, and shall continue for a period of ~~three (3)~~ four (4) years through March 7, 2012; provided, however, that if the Transport Agreement between the Hospital and AMR is terminated for any reason prior to ~~its 3-year term~~ March 7, 2012, then this Agreement shall be terminated upon termination of the Transport Agreement. The Hospital shall immediately notify the County if the Transport Agreement is terminated early. Either party to this Agreement may terminate this Agreement without cause upon sixty (60) days advance written notice to the other party, and without any recourse or recovery against the terminating party due to such termination. Either party may terminate this Agreement upon breach by the other party of any term or condition herein if such breach is not cured within thirty (30) days of written notice thereof to the breaching party."

6. SECTION 18 ("NOTICE") of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

"All notices required to be given under this Agreement shall be in writing and, unless otherwise provided for in this Agreement, shall be deemed sufficient to each party when sent by United States certified Mail, postage prepaid, to the following:

As to the County:

Fire-Rescue Administrator  
Palm Beach County Fire-Rescue  
~~50 South Military Tr., Suite 101~~  
405 Pike Road  
West Palm Beach, FL 33415 33411

As to the Hospital:

~~Glades Hospital Holdings, Inc., d/b/a Glades General Hospital~~  
~~1201 South Main Street~~  
District Hospital Holdings, Inc, d/b/a Lakeside Medical Center  
39200 Hooker Highway  
Belle Glade, FL 33430  
Attn: ~~CEO~~

With copy to:

Health Care District of Palm Beach County  
Attn: Nicholas Romanello, In-House Counsel for the District  
324 Datura Street  
West Palm Beach, FL 33401"

7. SECTION 22 ("EQUAL OPPORTUNITY") of the Agreement is hereby amended as follows (additions indicated by underlining, deletions indicated by strikethroughs):

~~"The County and the Hospital agree that no person shall, on the grounds of Each party warrants and represents that all of its employees are treated equally during employment without regard to race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, or sexual orientation, or gender identity or expression, and that no person shall, based on any of said grounds, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement."~~

8. The Agreement is hereby amended to add a new section to read as follows:

**"SECTION 27. OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Hospital, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and



detect corruption and fraud. Violations of Ordinance 2009-049 are punishable as provided for therein."


9. Except as provided herein, all other terms and conditions of the Agreement shall remain in full effect; provided, however, that in the event of any conflict, inconsistency, or incongruity between the provisions of this First Amendment and the provisions of the Agreement, this First Amendment shall control.

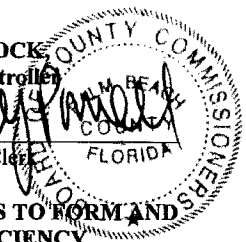
10. Each party's performance and obligation to pay under the Agreement and this First Amendment is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year, and is subject to any budgetary limitations imposed by law.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this First Amendment on the date first written above.

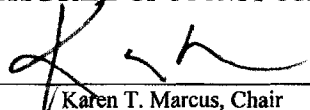
R2011 0772 MAY 17 2011

ATTEST:  
SHARON R. BOCK  
Clerk & Comptroller

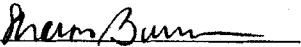
By:   
Deputy Clerk



PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By:   
Karen T. Marcus, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Fire-Rescue

ATTEST:

By: 

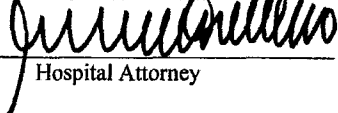
DISTRICT HOSPITAL HOLDINGS, INC., D/B/A  
LAKESIDE MEDICAL CENTER

By: 

Name: Dwight D. CheneHe

Title: Chief Executive Officer

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Hospital Attorney

ATTACHMENT 3



January 5, 2012

Atlantic/Palm Beach Ambulance, Inc.  
d/b/a American Medical Response  
5551 N.W. 9<sup>th</sup> Avenue  
Fort Lauderdale, FL 33309

Attn: Ms. Sarah Kirkwood

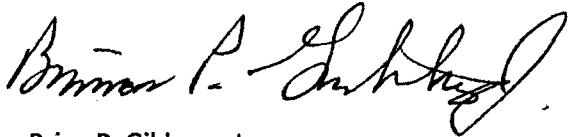
Dear Ms. Kirkwood,

Please let this letter serve to acknowledge the automatic extension of the Healthcare Transportation Services Agreement between Atlantic/Palm Beach Ambulance, Inc., d/b/a American Medical Response and District Hospital Holdings, Inc., d/b/a Lakeside Medical Center, f/k/a Glades Hospital Holdings, d/b/a Glades General Hospital, in accordance with Section 3.1 of the Agreement of March 8, 2008.

This one year extension is the second of up to three one year automatic extensions, and is to be effective March 8, 2012 through March 7, 2013.

Please let me know of any questions or concerns you may have.

Sincerely,



Brian P. Gibbons, Jr.  
Administrator

CC: Michelle Liska, Financial Analyst III, Palm Beach County Fire-Rescue