

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT to Agreement R2003-1066, dated July 15, 2003, as amended by R2006-2227 and R2009-1970 (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, ("County") and JFK Medical Center Limited Partnership, a Delaware limited partnership licensed to do business in the State of Florida, dba JFK Medical Center and f/n/a Colombia JFK Medical Center, L.P. ("Hospital") with a federal tax id number of 62 169 4180.

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

1. The term of the Agreement expired on July 15, 2012, and shall be retroactively extended to July 14, 2015, pursuant to the exercise of the third three (3) year renewal option.
2. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
3. Attachment II, Attachment III and Exhibit 4 to the Agreement are hereby deleted in their entirety.
4. Section 1.030 of the Agreement is deleted in its entirety and replaced with the following:

1.030 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

5. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the Hospital's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.

6. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Network Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development.

7. Section 2.03 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The Hospital shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Hospital by the System Administrator.

8. Section 4.04 of the Agreement shall be deleted in its entirety and replaced with the following:

4.04 The Hospital shall receive certain access codes to the County's System to enable the EMS and Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the Hospital is responsible to safeguard the code information from release to unauthorized parties. Service staff directly employed by the Hospital shall be considered authorized to receive access and programming codes for the maintenance of the Hospital's radio equipment. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Hospital and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Hospital agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time. Service staff directly employed by the Hospital shall be considered authorized to receive access and programming codes for the maintenance of the Hospital's radio equipment. The Hospital shall immediately notify the System Administrator of any Hospital employee with access to the programming codes who has been terminated from Hospital employment or leaves the employment of the Hospital. Such notification shall include the stated reason for employment separation and any other information the Hospital believes necessary to safeguard the codes. The County reserves the right to request additional information regarding the separation and the Hospital is obligated to provide same upon request.

9. Section 4.05 of the Agreement is modified to replace the reference to "Palm Beach County Communications" with "Palm Beach County Electronic Services & Security Division".

10. Section 4.07 of the Agreement is modified by deleting the first sentence and replacing it with the following:

In the case of lost or stolen equipment, the Hospital will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment.

11. Section 5.01 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

12. Section 6.03 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The Hospital shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.

13. Section 6.04 of the Agreement is deleted in its entirety and replaced with the following:

6.04 The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures referenced on Attachment I, as may be amended and updated from time to time.

14. Section 7.011 of the Agreement shall be deleted in its entirety and replaced with the following:

7.011 Scenario Of Usage

1. A field unit requiring communications with a hospital will request for communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.

2. The Fire Rescue Dispatch Center will approve that the field unit change talk- groups to the requested Hospital talk-group.

3. The field unit will then switch to the appropriate talk-group.

4. At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.

15. Section 7.012 of the Agreement shall be deleted in its entirety and replaced with the following:

7.012 Hospital Talk Groups and UHF MED Channels

1. Each Hospital will be assigned its own talk-group that will be available for incoming medical units to be able to communicate. This talk-group will be considered the Hospital's Main Talk-Group for EMS communications and will be shared with any other distant emergency room facility not directly attached to the main Hospital facility.

2. Each Hospital will also have access to an Intra-Hospital Talk-Group for communications between Hospitals (Hospital-Common). This talk-group may be used for secondary administrative communications between hospitals during declared emergencies and is not to be utilized for internal hospital communications.

3. Each Hospital retains the statutory requirement to have the ability to operate on the assigned UHF MED channels as assigned by the State of Florida, Department of

Management Services. The foregoing requirement, while secondary to the County's EMS Communications Plan as referenced in Item 4 on Attachment I, supersedes any local communication requirement and must be installed and maintained.

16. 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 & 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.

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

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

18. Section 11 of the Agreement is modified by replacing the reference to "three (3) year terms thereafter" with "three (3) additional terms of three (3) years each".

19. Section 11 of the Agreement is further modified by deleting the last sentence and replacing it with the following:

Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

20. 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:

Norman Epps, Plant Operations Coordinator
JFK Medical Center
5301 S. Congress Avenue
Atlantis, FL 33462

Gina Melby, Chief Executive Officer
JFK Medical Center
5301 S. Congress Avenue
Atlantis, FL 33462

21. The Agreement is hereby modified to add the following:

**SECTION 23: PALM BEACH COUNTY OFFICE OF THE INSPECTOR
GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

22. Except as modified by this Third Amendment and the previous amendments, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the Agreement, as amended.
23. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or Hospital.

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

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

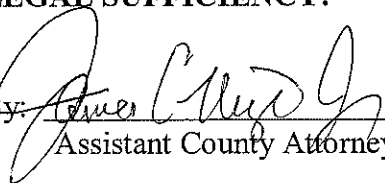
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

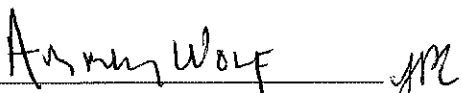
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

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

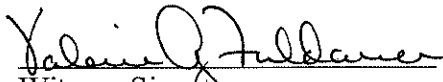
**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
Assistant County Attorney

By:  *JM*
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

**JFK MEDICAL CENTER, LIMITED
PARTNERSHIP, a Delaware limited
partnership**


Witness Signature

By: 
Gina Melby, Chief Executive Officer

VALERIE G. FULDA
Print Witness Name

Corporate Seal


Witness Signature

Lizette Bonilla
Print Witness Name

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	June 6, 2002