

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

Meeting Date: April 16, 2013	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Third Amendment to Agreement (R2004-0456) with Columbia Hospital (Palm Beaches) Limited Partnership, d/b/a West Palm Hospital, (Hospital) to extend the term of the agreement for interoperable radio communications through the countywide common talk groups of the County's 800 MHz Radio System to March 15, 2016.

Summary: The Agreement, which provides the terms and conditions under which Hospital can program into its radios and utilize the countywide common talk groups for certain inter-agency communications expired on March 15, 2013. The Agreement provided for three (3) renewal options, each for a period of three (3) years. Both parties must approve the renewal option. Hospital has approved a renewal to March 15, 2016. The renewal now requires Board approval. The terms of the agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with the Agreement. 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 Third Amendment renews the term, updates the notice provisions, modifies the provision on access and release of programming codes, and provides for disclosure of County Ordinance No. 2011-009 establishing the Office of the Inspector General. The Third Amendment corrects the name and entity status of Hospital from Columbia Hospital, Inc. to Columbia Hospital (Palm Beaches) Limited Partnership, d/b/a West Palm Hospital. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (JM)**

Background and Justification: On March 16, 2004, the Board approved the Agreement (R2004-0456) with Hospital which was amended by First Amendment to Agreement (R2006-1913) and Second Amendment to Agreement (R2010-0192). The Hospital has approved an Amendment to renew the Agreement for a period of three (3) years expiring on March 15, 2016. After approval of the Third Amendment, there will be no remaining renewal options.

Attachments:

Third Amendment

Recommended By:	<u><i>Armeny Wolf</i></u>	<u>3/18/13</u>
	Department Director	Date

Approved By:	<u><i>[Signature]</i></u>	<u>4/0/13</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
# 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: _____ *W 3-19-13*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB *[Signature]* 3/28/2013 *3-28-13*
Contract Development and Control *[Signature]* 4/13/13
4-3-13 B. Keller

B. Legal Sufficiency:

[Signature] 4/4/13
Assistant County Attorney

C. Other Department Review:

Department Director

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT to Agreement R2004-0456, dated March 16, 2004, as amended by R2006-1913 and R2010-0192 (and 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 Columbia Hospital (Palm Beaches) Limited Partnership, d/b/a West Palm Hospital, formerly known as Columbia Hospital, Inc., ("Hospital") with a federal tax id number of 62-1694177.

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

1. This amendment corrects and replaces the name and entity status of Hospital from Columbia Hospital, Inc., a corporation, to Columbia Hospital (Palm Beaches) Limited Partnership, d/b/a West Palm Hospital.
2. The term of the Agreement expires on March 15, 2013, and shall be extended to March 15, 2016, pursuant to the exercise of the third three (3) year renewal option.
3. 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.
4. Attachment II and Attachment III are hereby deleted in their entirety.
5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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".

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

19. 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".

20. 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.

21. 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

With copies to:

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

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

County Attorney's Office
2633 Vista Parkway
West Palm Beach, FL 33411

As to the Hospital:

Chief Operating Officer
West Palm Beach Hospital
2201 45th Street
West Palm Beach, FL 33407

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

**SECTION 24: 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.

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

SECTION 25: NO THIRD PARTY BENEFICIARY

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.

24. 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.

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

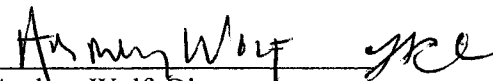
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

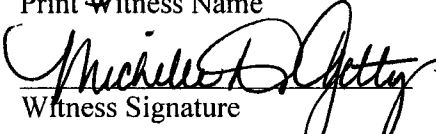
COLUMBIA HOSPITAL (PALM
BEACHES) LIMITED PARTNERSHIP


Witness Signature

BY: 
Dana Oaks, Chief Executive Officer

Kay Parks
Print Witness Name

Corporate Seal


Witness Signature
Michelle D. Getty
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