

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

Meeting Date: May 7, 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 (R2004-0457) with Delray Medical Center, Inc. (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 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 extend the term of the Agreement 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 with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement. Hospital is required to pay all costs associated with the subscriber units and to comply with 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 Code Section 2-421 - 2-440 establishing the Office of the Inspector General. 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 with Hospital (R2004-0457) for a period of three (3) years to March 16, 2007 with three (3) renewal options. The Agreement was amended by the First Amendment to Agreement (R2007-0145) and the Second Amendment to Agreement (R2010-0194). After approval of this Third Amendment, there are no remaining renewal options.

Attachments:

Third Amendment

Recommended By:	<u>Ann Marie Wolf</u>	<u>4/5/13</u>
	Department Director	Date
Approved By:	<u>[Signature]</u>	<u>4/22/13</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: _____

[Signature] 4-11-13

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB *[Signature]* 4/16/2013
4-16-13 415

 Contract Development and Control *[Signature]* 4/18/13
4-17-13 B. Wheeler

B. Legal Sufficiency:

 Assistant County Attorney *[Signature]* 4/22/13

C. Other Department Review:

 Department Director

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT to Agreement R2004-0457, dated March 16, 2004, as amended by R2007-045 and R2010-0194 (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 Delray Medical Center, Inc., a corporation licensed to do business in the State of Florida ("Hospital") with a federal tax id number of 75-2922687.

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

1. The term of the Agreement expired on March 15, 2013, and shall be retroactively extended to March 15, 2016, 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 and Attachment III 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

And

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:

Delray Medical Center, Inc.
C/O Chief Executive Officer
5352 Linton Blvd.
Delray Beach, FL 33484

21. 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.

22. 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.

23. 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:

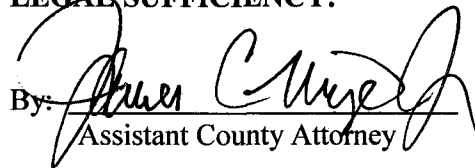
**SHARON R. BOCK
CLERK & COMPTROLLER**

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

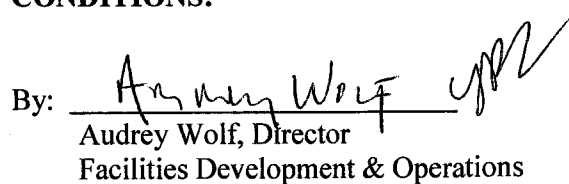
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

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

By: 
Assistant County Attorney

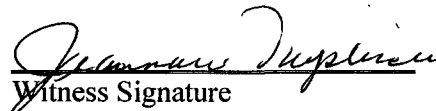
**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

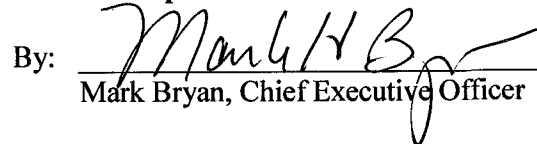

Witness Signature

DEBRA Lindsay
Print Witness Name


Witness Signature

Jeanmarie Myslinski
Print Witness Name

**DELRAY MEDICAL CENTER, INC., a
Florida Corporation**

By: 
Mark Bryan, Chief Executive Officer

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: grm_certificates@ajg.com														
INSURED Tenet Healthcare Corp. 1445 Ross Avenue, Suite 1400 Dallas, TX 75202-2703	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: NATIONAL UNION FIRE INS CO OF PITTS</td> <td>19445</td> </tr> <tr> <td>INSURER B: CHARTIS SPECIALTY INS CO</td> <td>26883</td> </tr> <tr> <td>INSURER C: NEW HAMPSHIRE INS CO</td> <td>23841</td> </tr> <tr> <td>INSURER D: ILLINOIS NATL INS CO</td> <td>23817</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER B: CHARTIS SPECIALTY INS CO	26883	INSURER C: NEW HAMPSHIRE INS CO	23841	INSURER D: ILLINOIS NATL INS CO	23817	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445														
INSURER B: CHARTIS SPECIALTY INS CO	26883														
INSURER C: NEW HAMPSHIRE INS CO	23841														
INSURER D: ILLINOIS NATL INS CO	23817														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 32655277** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4406391	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY			4982756	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			4982840 - Garage Keepers	06/01/12	06/01/13	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> ALL OWNED AUTOS			4982839 - Phy Damage	06/01/12	06/01/13	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Phys Damage/Ded \$ 250,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1192507 AL-CA-LA	06/01/12	06/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			033464583 (ND, OH, WA, WI, WY)	06/01/12	06/01/13	E.L. EACH ACCIDENT \$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			033464580 (AOS)	06/01/12	06/01/13	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
D				033464582 (FL)	06/01/12	06/01/13	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	WC & Empl Liab			033464581 (CA)	06/01/12	06/01/13	EL Limits 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Insured/Facility: Delray Medical Center , 5352 Linton Blvd., Delray Beach, FL 33484
 Re: Agreement to utilize county's 800 MHz radio/communication system, agmt #R2004-0457
 The Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured with respect to General Liability but solely as respects to Liability Arising out of the Named Insured's Operations or Premises Owned by or rented by the Named Insured excluding contract or agreements for Professional Services, and subject to the terms and conditions of the referenced policy as required by written contract.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Electronic Services & Security Division 2633 Vista Parkway West Palm Beach, FL 33411 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

POLICY NUMBER: GL 4406391

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

This insurance does not apply to:

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2012 forms a part of

Policy No. GL 4406391 issued to: Tenet Healthcare Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative