

3H-8

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	August 13, 2013	<input checked="checked" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

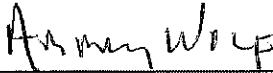

Motion and Title: Staff recommends motion to approve: a Third Amendment to Agreement (R2004-0897) with Boca Raton Regional Hospital, Inc. (Hospital) to extend the term of the Agreement to May 18, 2016.

Summary: The Agreement, which provides the terms and conditions under which Hospital can program its radios and utilize the countywide and EMS common talk groups for certain inter-agency communications expired on May 18, 2013. The Agreement provided for three (3) renewal options, each for a period of three (3) years. Hospital has approved a retroactive renewal to extend the term of the Agreement to May 18, 2016 and the Agreement 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 but the 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 This Third Amendment retroactively renews the term, updates the Hospital's name, deletes and replaces outdated exhibits, updates the scenarios of usage, modifies the provision on access and release of programming codes, provides for disclosure of County Code Section 2-421 - 2-440 establishing the Office of the Inspector General and provides for the exclusion of third party beneficiaries. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: The Agreement with Hospital, which provides the terms and conditions under which Hospital can utilize the countywide and EMS common talk groups of the County's 800 MHz Radio System expired on May 18, 2013. The Agreement provided for three (3) renewal options, each for a period of three (3) years. After approval of this Third Amendment, there are no remaining renewal options.

Attachments:

Third Amendment

Recommended By:		<u>7/16/13</u>
	Department Director	Date
Approved By:		<u>7/21/13</u>
	County Administrator	Date

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT to Agreement R2004-0897, dated May 18, 2004, as amended by R2007-0391 and R2010-0755 (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 Boca Raton Regional Hospital, Inc. f/k/a Boca Raton Community Hospital, Inc., a Florida not for profit corporation ("Hospital") with a federal tax id number of 59-1006663.

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

1. The term of the Agreement expired on May 18, 2013, and shall be retroactively extended to May 18, 2016, pursuant to the exercise of the third three (3) year renewal option.
2. Hospital changed its name from Boca Raton Community Hospital, Inc. to Boca Raton Regional Hospital, Inc. on July 30, 2010.
3. This Amendment corrects the federal tax id number of Hospital to the number referenced above.
4. 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.
5. Attachment II and Attachment III are hereby deleted in their entirety.
6. 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.
7. 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.
8. 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.

9. 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.

10. 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.

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 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".

18. 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.

19. Section 24 of the Agreement is deleted and replaced with 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.

20. Section 25 is added to the Agreement as follows:

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 Agreement, including but not limited to any citizen or employees of the County and/or Hospital.

21. 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**

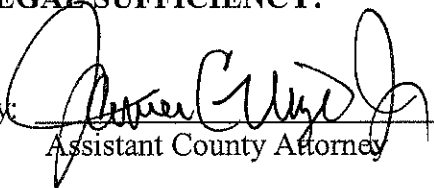
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

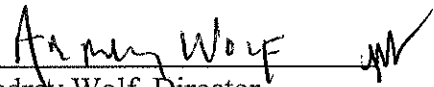
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Chairman

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

**APPROVED AS TO TERMS AND
CONDITIONS:**

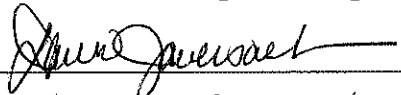
By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESSES:

**BOCA RATON REGIONAL HOSPITAL,
INC., a Florida not for profit corporation**

Witness Signature

By: 
Dawn Javersack, CFO
Printed Name and Title

Print Witness Name

ADP
4/26/13

Witness Signature

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