Agenda Item #: 3H-5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	June 11, 2024	[X]	Consent Ordinance	[]	Regular Public Hearing
Department:	Facilities Development &	Operations			
	I. EXEC	CUTIVE BR	<u>IEF</u>		
Restated Agreement extend the term of the medical services (E	s Staff recommends motion at (R2019-0845) (Agreement) the Agreement for interoperable (MS) and common talk groups 18, 2024 through June 17, 20	with St. Male communication of the Coun	ary's Medical cations throug	Cente the o	er, Inc. (Participant), to countywide emergency
Participant can prostypes of interagence renewal options, each the term of the Agrounty Commission hospitals and ambulassociated with this subscriber units and Agreement may be notice to the other properational provision	greement (R2019-0845), which gram its radios and utilize the y communications, expires on the for a period of five (5) years reement to June 17, 2029, and the service providers with 80 and Agreement. The Participant of the decomply with the establishment terminated by either party, where years, and adds the E-verify providers (ESS) Countywide (MW).	countywide in June 17, 20 is. The Partici id the renew ie Agreemen 00 MHz trun is required to ned operating with or without stends the ter-	EMS and compact This Agrant has approal now required are standard ked radio capa all costs approached procedures from of the Agrant This and the Agrant This are standard to pay all costs approached the Agrant This are standard to pay all costs are port of the Agrant This are standard to pay all costs are port to the Agrant This are standard to pay all costs are st	mmon reemen oved a res app and habilitie associon the reemen	talk groups for certain at provided for two (2) in amendment to extend proval by the Board of ave been offered to all as. There are no charges lated with Participant's County's System. The (10) days prior written at, updates the standard
through the county provides the terms common talk group	Justification: Since 2004, the wide EMS and common talk and conditions under which s of the County's System, exp, each for a period of five (5) wal option left.	groups. The the Particip ires on June	e Agreement oant can utiliz 17, 2024. The	with the contract with the con	he Participants, which countywide EMS and ement provides for two
Attachments: First Amendment					
Recommended By	: MB Corru l. 4 Department I	<i>lgal (d</i> Director		5 Date	122/24
Approved By:	le Bak	é			6/3/34
	County Admi	mistrator		Date	, s

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: A. 2024 Fiscal Years 2025 2026 2027 2028 **Capital Expenditures Operating Costs External Revenues Program Income** (County) **In-Kind Match (County NET FISCAL IMPACT** # ADDITIONAL FTE **POSITIONS** (Cumulative) Is Item Included in Current Budget: Yes Is this item using Federal Funds: Yes No X Is this item using State Funds: Yes No X Fund ___ Dept ___ Expense Budget Unit Object Account No: Revenue Budget Fund Dept ___ Unit Rev Account No: В. Recommended Sources of Funds/Summary of Fiscal Impact: * There is no fiscal impact associated with this item. Departmental Fiscal Review: C. III. REVIEW COMMENTS **OFMB Fiscal and/or Contract Development Comments:** Contract Development and Control В. Legal Sufficiency: Assistant County Attorney C. **Other Department Review:** Department Director

This summary is not to be used as a basis for payment.

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT to Amended and Restated Agreement R2019-0845 dated June 18, 2019 (the "Agreement"), is made as of ________, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and St. Mary's Medical Center, Inc., a For Profit Corporation licensed to do business in the State of Florida, ("Hospital"), with a Federal Tax ID number of 75-2932830.

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

- 1. The term of the Agreement is renewed beginning on June 18, 2024 and continuing through June 17, 2029, pursuant to the exercise of the first renewal option for five (5) years.
- 2. Section 2.04 of the Agreement is deleted in its entirety and replaced with the following:
 - **2.04** <u>Hospital Equipment:</u> Also known as "agency radios," are Hospital owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.
- 3. Section 5.01 of the Agreement is deleted in its entirety and replaced with the following:
 - **5.01** Hospital Equipment. The Hospital's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Hospital. The Hospital will be required to keep its equipment in proper operating condition and the Hospital is responsible for maintenance of its radio equipment.
- 4. The Agreement is hereby modified to add the following:

SECTION 27: E-VERIFY – EMPLOYMENT ELIGIBILITY

- 27.01 Hospital warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Hospital's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 27.02 County shall terminate this Agreement if it has a good faith belief that Hospital has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Hospital and the County.

(Remainder of the page intentionally left blank)

Print Name and Title

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

ATTEST:					
JOSEPH ABRUZZO CLERK OF THE CIRCUIT COURT & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida				
By:	By:Maria Sachs, Mayor				
APPROVED AS TO LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:				
By: County Attorney	By: MR Corrector Isami Ayala-Collazo, Director Facilities Development & Operations				
WITNESS:	ST. MARY'S MEDICAL CENTER, INC, a Florida For Profit Corporation.				
By: DocuSigned by:	By: DocuSigned by: OFB16D8D1CEA418				
Ashley Gayles	Maria Morales Menendez				
Chief Financial Officer	Authorized Signatory				

Print Name and Title

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PALM BEACH HEALTH NETWORK



Delegation of Signing Authority

DATE: April 26, 2024

FROM: Cynthia McCauley, Chief Executive Officer

RE: Delegation of Signing Authority

By this delegation of signing authority - I designate Maria Morales Menendez, Chief Operating Officer or Ashley Gayles, Chief Financial Officer for St. Mary's Medical Center and Palm Beach Children's Hospital, to be the Chief Executive Officer designee to execute documents on behalf of the Chief Executive Officer of St. Mary's Medical Center and the Palm Beach Children's Hospital during my absence from the facility Monday, April 29, 2024 through Wednesday, May 15, 2024.

Cynthia McCauley\
Chief Executive Officer

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PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2024

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 have ADDITIONAL INSURED provisions or 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).

RODUCER | CONTACT | NAME: Global Risk Management

Arthur J. Gallagher Risk Management 500 N. Brand Boulevard	PHONE (A/C, No, Ext): 818-539-2300 FAX (A/C, No): 818-539-1801						
Suite 100	E-MAIL ADDRESS: grm_certificates@ajg.com						
Glendale CA 91203	INSURER(S) AFFORDING COVERAGE				NAIC#		
		License#: 0D69293	INSURER A: National	Union Fire In	surance Company of Pitt	sburg	19445
INSURED	INSURER B : Various						
Tenet Healthcare Corp. 14201 N. Dallas Parkway	INSURER C : AIU Insu		19399				
Dallas, TX 75254	INSURER D :						
	INSURER E :						
	INSURER F:						
COVERAGES CEF	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 SUBR INSD WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
A X COMMERCIAL GENERAL LIABILITY	Υ	1728920	6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 1,000,0	000
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,0	000
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$ 2,000,0	000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,0	000
X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,0	000
OTHER:						\$	
A AUTOMOBILE LIABILITY		4594321 4594322	6/1/2023 6/1/2023	6/1/2024 6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0	000
X ANY AUTO		4594522	0/1/2023	0/1/2024	BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
					Phys Damage/Ded	\$ 250,00	0
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
DED RETENTION\$						\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		See Attached	6/1/2023	6/1/2024	X PER OTH- STATUTE ER		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured/Facility: Saint Mary's Medical Center - 901 45th St., W. Palm Beach, FL 33407
Re: Agreement to utilize County's 800 MHz radio / communication system, agmt #R2004-0207. 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 insureds as their interests appear.

CANCELLATION CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners c/o Electronic Services & Security Division FDO 2633 Vista Parkway West Palm Beach FL 33411-5603

N N/A

> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$ 2,000,000

E.L. DISEASE - POLICY LIMIT \$ 2,000,000

\$ 2,000,000

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

f yes, describe under DESCRIPTION OF OPERATIONS below

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Tenet Healthcare Corporation

Workers' Compensation Program

Layer	Insurance Company	Policy Number	Policy Term	NAIC No.	
Work Comp - AOS	AIU Insurance Company	15824993	06/01/23- 06/01/24	23841	
Work Comp - WI	AIU Insurance Company	15824994	06/01/23- 06/01/24	23841	
Excess Work Comp-AL, CA, LA	National Union Fire Insurance Company of Pittsburgh, Pa.	1647412	06/01/23- 06/01/24	19445	
Excess Work Comp - MI (VHS of Michigan, Inc.)	Safety National Casualty Corporation	SP 4066571	06/01/23- 06/01/24	15105	