Agenda Item #: 3H-5

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	September 10, 2024	[X] Consent [] Regular [] Ordinance [] Public Hearing
Department:	Facilities Development &	Operations
	I. <u>EXEC</u>	CUTIVE BRIEF
Restated Agreem (Hospital), to extend countywide emergence	ent (R2019-1298) (Agreement tend the term of the Agreem tency medical services (EMS):	to approve: First Amendment to the Amended and nt) with JFK Medical Center Limited Partnership ment for interoperable communications through the and common talk groups of the County's Public Safety er 10, 2024 through September 9, 2029.
Hospital can progretypes of interagent (2) renewal option the term of the Ag County Commission hospitals and am charges associated Hospital's subscrif System. This Agre prior written notice the standard operation Countries	ram into its radios and utilize the cy communications, expired on s, each for a period of five (5) reement to September 9, 2029, oners (BCC). The terms of the bulance service providers with with this Agreement. The Heber units and to comply with element may be terminated by the to the other party. This First Actional provisions, adds the E-vertical provisions, adds the E-vertical provisions.	ch provides the terms and conditions under which the le countywide EMS and common talk groups for certain in September 9, 2024. The Agreement provided for two years. Hospital has approved the amendment to extend and the renewal now requires approval by the Board of the Agreement are standard and have been offered to all the 800 MHz trunked radio capabilities. There are no ospital is required to pay all costs associated with the the established operating procedures for the County's either party, with or without cause, upon ten (10) days Amendment extends the term of the Agreement, updates verify, Disclosure of Foreign Gifts and Contracts with as Human Trafficking Affidavit. Other than the changes (ESS) Countywide (MWJ)
through the count provides the terms talk groups of the	tywide EMS and common takes and conditions under which I County's System, expired on Seach for a period of five (5) year	He Hospital has utilized interoperable communications lk groups. The Agreement with the Hospital, which Hospital can utilize the countywide EMS and common september 9, 2024. The Agreement provided for two (2) rs. After approval of this First Amendment, there is one
Attachments:		
First Amendment		
Recommended B	y: MB Loone ! · W Department J	pare Date
Approved By: _	County Admi	len 8/29/24

### II. FISCAL IMPACT ANALYSIS

## Α. Five Year Summary of Fiscal Impact: Fiscal Years 2024 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 No Is this item using Federal Funds: Yes No Is this item using State Funds: Yes No Expense Budget Fund \_\_\_ Dept \_\_\_ 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 C. Departmental Fiscal Review: III. REVIEW COMMENTS A. **OFMB Fiscal and/or Contract Development Comments:** Contract Development and Control MD 8/16 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 R2019-1298 dated September 10, 2019 (the "Agreement"), is made as of September 10, 2019, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and JFK Medical Center Limited Partnership, a Foreign Limited Partnership licensed to do business in the State of Florida, ("Hospital"), with a Federal Tax ID number 62-1694180.

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 September 10, 2024 and continuing through September 9, 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 "Hospital radios," are Hospital owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum and 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 is 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.

# SECTION 28: DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Hospital certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

### **SECTION 29: HUMAN TRAFFICKING AFFIDAVIT**

Hospital warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Hospital has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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)

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: MB Comment and College Isami Ayala-Collazo, Director Facilities Development & Operations

WITNESS:

JFK MEDICAL CENTER LIMITED PARTNERSHIP, a Foreign Limited Partnership.

By:

y: 22 m. D

Print Name and Title

Renneth M. Wostill
Print Name and Title

#### **EXHIBIT A**

# NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

### THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

My Commission Expires:

State of Florida at large

State of Florida

Comm# HH489119

Expires 2/5/2028