

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 13, 2018 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** A First Amendment to the Agreement (R2015-0416) with JFK MEDICAL CENTER LIMITED PARTNERSHIP, a Delaware limited partnership licensed to do business in the State of Florida, d/b/a JFK Medical Center and f/k/a Columbia JFK Medical Center, L.P. ("Hospital), allowing for interoperable radio communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System.

**Summary:** The Agreement (the Agreement) provides the terms and conditions under which the Hospital can program into its radios and utilize the countywide and EMS common talk groups for certain inter-agency communications. 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 this Agreement, but the Hospital is required to pay all costs associated with Hospital's 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 First Amendment renews the term, updates the attachment, modifies the provisions on preventative maintenance, and adds the County's standard nondiscrimination provision. The term of the Agreement is renewed beginning on April 7, 2018, and continuing through April 6, 2021, pursuant to the exercise of the first of three (3) renewal options for three (3) years. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (LDC)**

**Background and Justification:** This Agreement provides interoperability via use of the countywide and EMS common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Hospital will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such, there is no capacity impact and hence no charges associated with this Agreement. The Agreement provides for three (3) renewal options, each for a period of three (3) years. After approval of this First Amendment, there are two (2) remaining renewal options.

**Attachments:**

First Amendment to Agreement

Recommended By: MIB Army Wulf 2/25/18  
Department Director Date  
Approved By: JCBaker 2/28/18  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>* 0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account No:  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 No Fiscal impact associated with this item.

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*[Signature]* 2/20/18  
 OFMB *[Signature]* 2/20/18  
*[Signature]* 2/20/18 & 2/16/18

*[Signature]* 2/26/18  
 Contract Development and Control  
 2/26/18 *[Signature]*

**B. Legal Sufficiency:**  
*[Signature]* 2/27/18  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** to Agreement (R2015-0416) dated April 7, 2015, (“Agreement”), is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and JFK MEDICAL CENTER LIMITED PARTNERSHIP, a Delaware limited partnership licensed to do business in the State of Florida, d/b/a JFK Medical Center and f/n/a Columbia JFK Medical Center, L.P. (“Hospital), with a federal tax id number of 62-1691480.

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

1. The term of the Agreement is renewed beginning on April 7, 2018, and continuing through April 6, 2021, pursuant to the exercise of the first of three (3) renewal options for three (3) years.
2. Section 6.03 of the Agreement is deleted in its entirety and replaced with the following:
  - 6.03 The County shall maintain the coverage within the County boundaries as described in the County’s contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time, or during times of system failures. The Hospital shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.

3. Section 26 of the Agreement is deleted in its entirety and replaced with the following:

**SECTION 26: NONDISCRIMINATION**

The Hospital warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

4. Attachment 1 to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment 1 attached hereto and made a part hereof.
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 City and County.

(This space 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:

SHARON R. BOCK  
CLERK & COMPTROLLER


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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

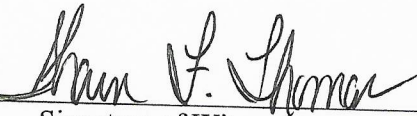
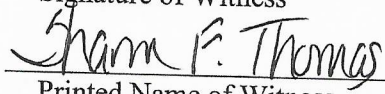
APPROVED AS TO TERMS AND  
CONDITIONS

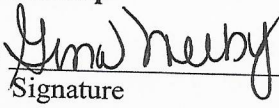
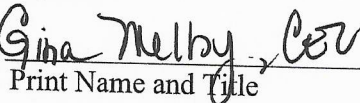
By:  \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
 Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

JFK MEDICAL CENTER LIMITED  
PARTNERSHIP, A Delaware limited  
partnership

By:  \_\_\_\_\_  
Signature of Witness  
 \_\_\_\_\_  
Printed Name of Witness

By:  \_\_\_\_\_  
Signature  
 \_\_\_\_\_  
Print Name and Title

Attachment I

PALM BEACH COUNTY  
PUBLIC SAFETY RADIO SYSTEM  
POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan