

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

Meeting Date: December 18, 2018	<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 First Amendment to Agreement (R2015-0921) with Palms West Hospital Limited Partnership, ("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 retroactively from October 5, 2018 through October 5, 2021.

Summary: The Agreement provides the terms and conditions which gives the Hospital the ability to program its radios and utilize the countywide common talk groups for certain inter-agency communications expired on October 5, 2018. The Agreement provided for three (3) renewal options, each for a period of three (3) years. The Hospital has approved a renewal to extend the term of the Agreement retroactively through October 5, 2021, and 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 the Agreement. The Hospital is required to pay all costs associated with its subscriber units and to comply with established operating procedures for the System. The Agreement may be terminated by either party, with or without cause with ten (10) days notice. This First Amendment renews the term; updates the attachment; updates the reference to the most recent Motorola contract; and adds standard County nondiscrimination provision. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (LDC)

Background and Justification: The Agreement with the Hospital, which provides the terms and conditions under which the Hospital can utilize the countywide and common talk groups of the County 800 MHz Radio System expired on October 5, 2018. The Agreement provided 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 left.

Attachments:

First Amendment to Agreement

Recommended By: Armeny Wolf 12/5/18
Department Director Date

Approved By: [Signature] 12/10/18
County Administrator Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0.00	0.00	0.00	0.00	0.00
# 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:

C. Departmental Fiscal Review: *[Signature]* 11/14/18


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 11/12/16
11/19 11/19

Contract Development and Control

B. Legal Sufficiency:

Legal Sufficiency.

 _____ 11/29/18
 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 (R2015-0921) dated July 21, 2015, (“Agreement”), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and PALMS WEST HOSPITAL LIMITED PARTNERSHIP, a Delaware limited partnership licensed to do business in the State of Florida, d/b/a Palms West Hospital (“Hospital), with a federal tax id number of 62-1694178.

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

1. The term of the Agreement expired on October 5, 2018, and shall be retroactively extended to October 5, 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 County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Hospital warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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. Failure to meet this requirement shall be considered default of the Agreement.

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. 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: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: MB Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

PALMS WEST HOSPITAL LIMITED
PARTNERSHIP, A Delaware limited
partnership

By: [Signature]
Signature of Witness

By: [Signature]
Signature

Duerrne Moore
Printed Name of Witness

Josh DeTillio, CEO
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