3H-4

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	March 12, 2024	[X]		~ ~ ~	ular		
_		[]	Ordinance	l j rub	lic Hearing		
Department:	Facilities Development & C	<u>Operations</u>		<u> </u>			
I. EXECUTIVE BRIEF							
Restated Agreementerm of the Agreem services (EMS) and	Staff recommends motion t (R2019-1504) ("Agreement" nent for interoperable commund common talk groups of the ch 16, 2024 through March 15	") with JFK inications that the County's	Medical Centrough the cou	er ("Hospita intywide en	al"), to extend the mergency medical		
Summary: The Agreement, which provides the terms and conditions under which the Hospital can program into its radios and utilize the countywide EMS and common talk groups for certain types of inter-Agency communications, expires on March 15, 2024. The Agreement provided for two (2) renewal options, each for a period of five (5) years. The Hospital has approved a renewal to extend the term of the Agreement to March 15, 2029, 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 and federal agencies and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement. The Hospital is required to pay all costs associated with the Hospital's subscriber units and to comply with the established operating procedures for the County's System. This Agreement may be terminated by either party, with or without cause, upon ten (10) days prior written notice to the other party. The first renewal extends the term of the agreement, and adds the County's standard E-verify provision. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (MWJ)							
countywide EMS a 2024, provided for	fustification: The Hospital land common talk groups since two (2) renewal options, each here is one remaining renewal	e 2003. The h for a perio	Agreement, od of five (5)	which expi	res on March 15,		
Attachments:							
Amended and Resta	ated Agreement						
Recommended By	: MB John Dun Department I		(fo,)	2//7 Date	1/24		
Approved By:	County Admi	histrator		Date	2/24		

II. FISCAL IMPACT ANALYSIS

A. 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 Is this item using Federal Funds: Yes No Is this item using State Funds: Yes 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 **OFMB Fiscal and/or Contract Development Comments:** A. Contract Development and Control **OFMB** В. Legal Sufficiency Assistant County Attorne C. **Other Department Review:**

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

Department Director

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT to Amended and Restated Agreement R2019-1504 dated October 8, 2019 (the "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, d/b/a JFK Medical Center North Campus, 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 March 16, 2024 and continuing through March 15, 2029, pursuant to the exercise of the first renewal option for five (5) years.
- 2. 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.
- 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:	J •			
	Deputy Clerk		Maria Sachs, Mayor	

APPROVED AS TO LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: County Attorney

Isami Ayala-Collazo, Director
Facilities Development & Operations

WITNESS:

JFK MEDICAL CENTER LIMITED PARTNERSHIP, D/B/A JFK MEDICAL CENTER NORTH CAMPUS, a Foreign Limited Partnership.

Ву

Carolina Alonso, EA

Print Name and Title

Print Name and Title