

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 12, 2024 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Amended and Restated Agreement (R2019-1503) (“Agreement”) with Jupiter Medical Center Inc., (“Hospital”), to extend the term of the Agreement for interoperable communications through the countywide emergency medical services (EMS) and common talk groups of the County’s Public Safety Radio System (“County’s System”) from March 16, 2024 through March 15, 2029.

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)

Background and Justification: The Hospital has utilized interoperable communications through the countywide EMS and common talk groups since 2004. The Agreement, which expires on March 15, 2024, provided for two (2) renewal options, each for a period of five (5) years. After approval of this First Amendment, there is one remaining renewal option left.

Attachments:

Amended and Restated Agreement

Recommended By: MTJ John Dumele (for) 2/15/24
Department Director Date
Approved By: Esmeralda I. Aguilar Cello 2/27/24
County Administrator Date

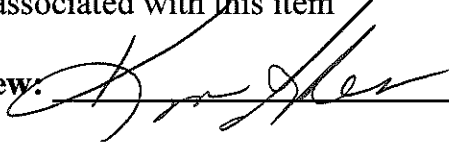
II. FISCAL IMPACT ANALYSIS

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 _____ | No <u>X</u> | | | |
| Is this item using Federal Funds: | Yes _____ | No <u>X</u> | | | |
| Is this item using State Funds: | Yes _____ | No <u>X</u> | | | |
| Expense Budget | Fund _____ | Dept _____ | Unit _____ | Object _____ | |
| Account No: | | | | | |
| Revenue Budget | Fund _____ | Dept _____ | Unit _____ | Rev _____ | |
| Account No: | | | | | |

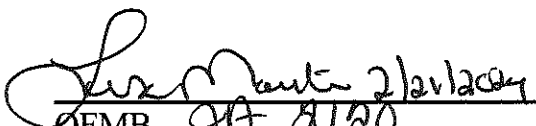
B. Recommended Sources of Funds/Summary of Fiscal Impact:

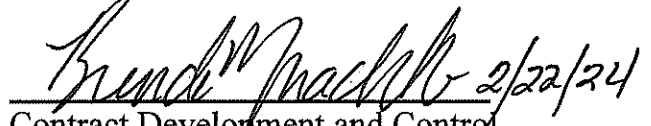
* There is no fiscal impact associated with this item

C. Departmental Fiscal Review:  _____

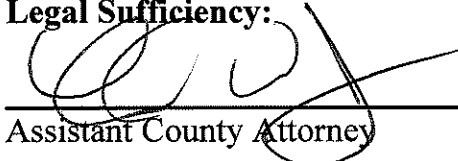
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB *JH 2/20*
 Edw 2-20-2024


 Contract Development and Control
 Feb 2/22/24

B. Legal Sufficiency:

 2/26/24
 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 R2019-1503 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 Jupiter Medical Center, Inc., a Florida Not For Profit Corporation licensed to do business in the State of Florida, (“Hospital”), with a Federal Tax ID number 59-1460239.

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.

3. 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

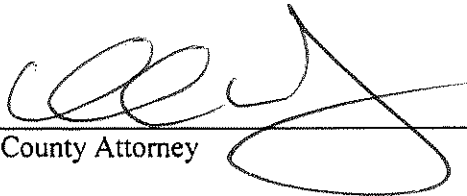
PALM BEACH COUNTY, a political
subdivision of the State of Florida

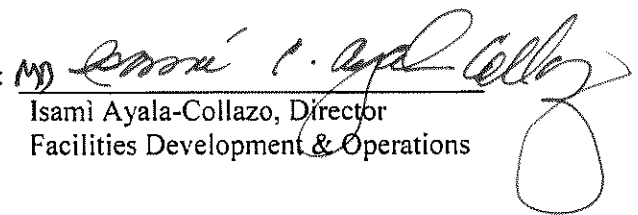
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

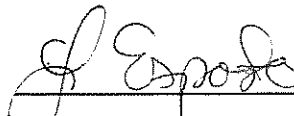
APPROVED AS TO TERMS AND
CONDITIONS:

By: 
County Attorney

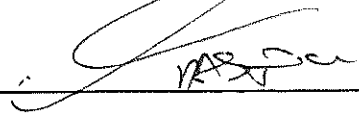
By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

WITNESS:

JUPITER MEDICAL CENTER, INC., a
Florida Not For Profit Corporation

By: 

Laura Esposito - Exec Asst
Print Name and Title

By: 

Amit Rastogi, MD - President + CEO
Print Name and Title