Agenda Item #: 3H-1

Date

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	April 9, 2024	[X] Consent	[] Regular
		[] Ordinance	[] Public Hearing
Department:	Facilities Developmer	nt & Operations	
	I. <u>EXE</u>	CUTIVE BRIEF	
Restated Agreement ("Hospital") to exter countywide emerge	t (R2020-0433) ("Agreened the term of the Agree	nent"), with the West Palr eement for interoperable of MS) and common talk gro	mendment to Amended and n Beach VA Medical Center communications through the oups of the County's Public
program into its rad of interagency come renewal options, ear extend the term of The terms of the Ag of state and federal capabilities. There all costs associated operating procedure with or without can Amendment extendadds the county's s	tios and utilize the county munications, expires on ach for a period of five the Agreement to May 2 greement are standard and al agencies, and ambula are no charges associated if with the Hospital's start as for the County's System use, upon ten (10) days to the term of the Agreen	ywide EMS and common May 2, 2024. The Agre (5) years. Hospital has a 2029, and the renewal not have been offered to all rance service providers will with this Agreement. The abscriber units and to com. This Agreement may be prior written notice to ment, updates the standard on. Other than the change	talk groups for certain types tement provided for two (2) approved the amendment to ow requires Board approval, municipalities, local branches ath 800 MHz trunked radio to the Hospital is required to pay omply with the established the terminated by either party, the other party. This First I operational provisions, and the set of the party is set forth herein, all other
through the count Hospital, which p countywide and E 2024. The Agree	ywide EMS and commorovides the terms and EMS common talk groment provided for two	non talk groups since 2 conditions under which the county's Sy (2) renewal options, ear	roperable communications 004. The Agreement with h Hospital can utilize the ystem, expires on May 2, ch for a period of five (5) ining renewal option left.
Attachments:			
First Amendment			
Recommended By:	u l. ayal	- lelles	A/12/24
	Depart	men Director	/ Date
Approved By:	1.06	aker	3/22/24

County Administrator

II. FISCAL IMPACT ANALYSIS

	2024	2025	2026	2027	2028
Capital Expenditures					
perating Costs		MWW.			
External Revenues				And Andreas	
Program Income					
County) n-Kind Match (County					
n-ixing match (County					
NET FISCAL IMPACT	*				
ADDITIONAL FTE					
POSITIONS Cumulative)		***************************************			
s Item Included in Curr	ent Budget:	Yes	No <u>X</u>		
Is this item using Federal Funds:		Yes	No <u>X</u> No <u>X</u>	_	
Is this item using State F	unds:	Yes _	No <u>X</u>	_	
Budget Account No:					
	Fund Dept				
		Unit	Revenue Source		**************************************
Fund Dept Recommended Sou		Unit Summary of I	Revenue Source Fiscal Impact:		**************************************
Fund Dept Recommended Sou *There is no fiscal in	mpact associate	Unit Summary of I d with this iter	Revenue Source Fiscal Impact: n.		
Fund Dept Recommended Sou *There is no fiscal in Departmental Fiscal	mpact associate al Review:	Unit Summary of I d with this iter	Revenue Source Fiscal Impact: n. COMMENTS		
Fund Dept Recommended Sou *There is no fiscal in	mpact associate al Review:	Unit Summary of I d with this iter I. REVIEW C	Revenue Source Fiscal Impact: n. COMMENTS	d Control	79/24
Fund Dept Recommended Sou *There is no fiscal in Departmental Fiscal	mpact associate al Review: II or Contract De 3115120	Unit Summary of I d with this iter I. REVIEW C	Revenue Source Fiscal Impact: n. COMMENTS Domments:	- Mo 3/a	79/24

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 (R2020-0433), dated May 5, 2020 ("Agreement") is made as of ______, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the West Palm Beach VA Medical Center ("Hospital"), an agency of the United States Department of Veterans Affairs.

WITNESSETH

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 May 3, 2024 and continuing through May 2, 2029, pursuant to the exercise of the first of two (2) five (5) years renewal options.
- 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 <u>Hospital Equipment.</u> 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 The 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 the 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:	By: Maria Sachs , Mayor
APPROVED AS TO LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
By: County Attorney	By: MI Collazo, Director Isami Ayala-Collazo, Director Facilities Development & Operations
WITNESS:	WEST PALM BEACH VA MEDICAL CENTER, an agency of the United States Department Of Veterans Affairs
By: She Con	By:
,	Cory P. Price, Executive Director
	Print Name and Title