

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 14, 2024 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 (R2019-0846) (“Agreement”) with Wellington Regional Medical Center, LLC., (“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 June 18, 2024 through June 17, 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 interagency communications, expires on June 17, 2024. The Agreement provided for two (2) renewal options, each for a period of five (5) years. Hospital has approved the amendment to extend the term of the Agreement to June 17, 2029, and the renewal now requires approval by the Board of County Commissioners (Board). The terms of the Agreement are standard and have been offered to all municipalities, 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. This First Amendment extends the term of the Agreement, updates the standard operational provisions and adds the E-verify provisions. 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 with the Hospital, which provides the terms and conditions under which Hospital can utilize the countywide EMS and common talk groups of the County’s System, expires on June 17, 2024. The Agreement 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:

First Amendment

Recommended By: Ms. Susan E. Lyal 4/15/24
Department Director Date
Approved By: JBaker 4/25/24
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: Robert Eric McCallan KBBM

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u>Lisa Mante</u> 4/15/24 OFMB <u>PA 4/18</u> <i>Exw 4-23-24</i></p>	<p><u>Bruno Zmarch</u> 4/22/24 Contract Development and Control <u>Tru 4/18/24</u></p>
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B. Legal Sufficiency:

[Signature] 4/23/24
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 R2019-0846 dated June 18, 2019 (the “Agreement”), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Wellington Regional Medical Center, LLC., a Florida Limited Liability Company, licensed to do business in the State of Florida, (“Hospital”), with a Federal Tax ID number 23-2306491.

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 June 18, 2024 and continuing through June 17, 2029, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 2.04 of the Agreement is deleted in its entirety and replaced with the following:
2.04 Hospital Equipment: 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 Hospital Equipment. 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 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.

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 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

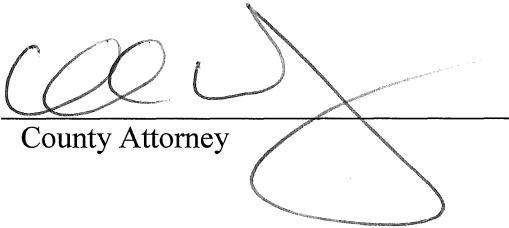
PALM BEACH COUNTY, a political
subdivision of the State of Florida

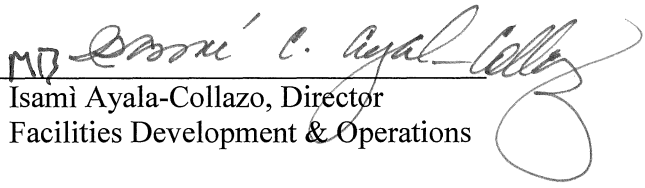
By: _____
Deputy Clerk

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:

WELLINGTON REGIONAL MEDICAL
CENTER, LLC, a Florida Limited Liability
Company

By: 
Brenda Atkins, Dir Riskmgmt
Print Name and Title

By: 
Pam Tahaw CEO
Print Name and Title