

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

Meeting Date:	September 9, 2025	<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

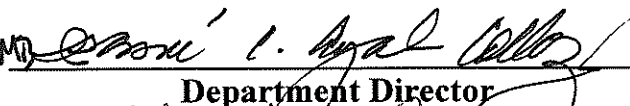


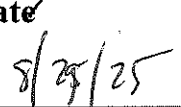
Motion and Title: Staff recommends motion to approve: First Amendment to the Amended and Restated Agreement (R2020-1359) with Palms West Hospital (Hospital), to extend the term of the Agreement for interoperable communications through the countywide emergency medical services (EMS) and common talk groups of the County’s Public Safety Radio System (System) from September 15, 2025 through September 14, 2030.

Summary: The Agreement, which provides the terms and conditions under which the Hospital can program its radios to use the Countywide EMS and common talk groups for certain types of inter-Agency communications, expires on September 14, 2025. The Agreement provided for two (2) renewal options, each for a period of five (5) years. The Hospital approved the amendment to extend the term of the Agreement to September 14, 2030, and the amendment now requires approval of the Board of County Commissioners (BCC). 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 Termination and Non-Discrimination provisions, and adds the County’s standard E-Verify, Disclosure of Foreign Gifts, and Human Trafficking Affidavit provisions. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (MWJ)**

Background and Justification: This Agreement provides interoperability via use of the Countywide EMS and common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Hospital has used interoperable communications through the Countywide EMS and common talk groups since 2003. The Agreement, which expires on September 14, 2025, provided for two (2) renewal options, each for a period of five (5) years. Upon approval of this First Amendment, one (1) renewal option will remain.

Attachments:

First Amendment

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
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 X
Is this item using Federal Funds: Yes _____ No X
Is this item using State Funds: Yes _____ No X

Expense Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Revenue Budget Account No: Fund _____ Dept _____ Unit _____ Rev _____

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

* There is no fiscal impact associated with this item

C. Departmental Fiscal Review: Kgo Shue

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lux Math 8/5/25
OFMB JA 8/5
CSW 8-5-25

Brenda Guach 8/6/25
Contract Development and Control KG 8-5-25

B. Legal Sufficiency:

[Signature] 8/11/25
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 the Amended and Restated Agreement (R2020-1359) dated September 15, 2025 (“Agreement”), is made as of September 9, 2025, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Palms West Hospital Limited Partnership d/b/a HCA Florida Palms West Hospital (formerly d/b/a Palms West Hospital), a foreign limited partnership license to do business in the State of Florida (“Participant”), with a Federal Tax ID number of 62-1694178.

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

1. The term of the Agreement is renewed beginning on September 15, 2025, and continuing through September 14, 2030, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 21 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 21: NON-DISCRIMINATION

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 R2025-0748, as may be amended, the Participant 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 27: E-VERIFY – EMPLOYMENT ELIGIBILITY

27.01 Participant 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 Participant’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 Participant has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

SECTION 28: DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Participant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

SECTION 29: HUMAN TRAFFICKING AFFIDAVIT

Participant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Participant has executed Exhibit "A", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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 Participant and 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.

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

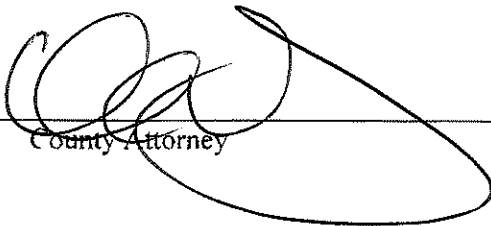
ATTEST:
MICHAEL A. CARUSO
CLERK & COMPTROLLER

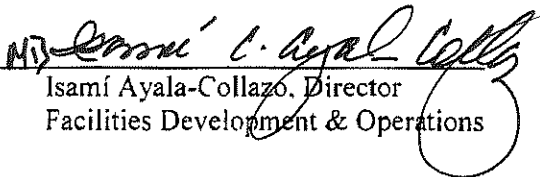
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
County Attorney

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

WITNESS:

Palms West Hospital Limited Partnership
d/b/a HCA Florida Palms West Hospital,
a foreign limited partnership license to do
business in the State of Florida

By: Jennifer Diago
Signature
Jennifer Diago, Exec. Assistant
Print Name and Title

By: Nisha Mills
Nisha Mills, Chief Operating Officer

EXHIBIT "A"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

PalmsWest Hospital Limited Partnership D/B/A

I, the undersigned, am an officer or representative of HCA Florida Palms West Hospital
(Participant) and attest that Participant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.

Nisha Mills
(signature of officer or representative)

Nisha Mills, COO
(printed name and title of officer or representative)

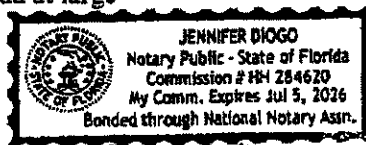
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 28th day of July, 2025, by NISHA MILLS.

Personally known ☒ OR produced identification ☐.

Type of identification produced N/A

Jennifer Diogo
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)