

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	4,200	5,800	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>4,200</u>	<u>5,800</u>	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative) _____


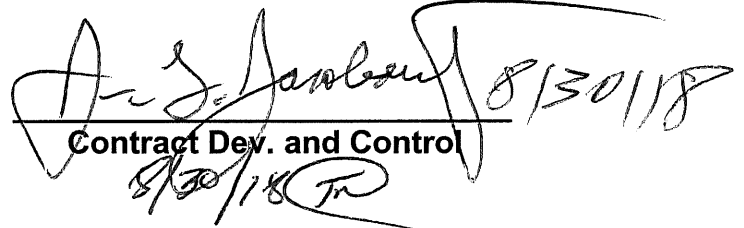
Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of Federal funds? Yes _____ No X
 Budget Account Exp No.: Fund 5011 Dept 700 Unit 7245 Obj 3103
 Rev No.: Fund _____ Dept _____ Unit _____ Obj _____

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

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 8/24/18
 OFMB  8/30/18
 Contract Dev. and Control

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT
TO CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES
(Contract No. R2015-0805)**

THIS FIRST AMENDMENT, dated the 17th day of July, 2018, to Contract No. R2015-0805, dated April 28, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY," and Concept EFL Imaging Center, LLC, authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated April 28, 2015, hereinafter referred to as the "CONTRACT", whereby the CONSULTANT has agreed to provide medical services, specifically chest x-ray evaluations of prospective COUNTY employees; and

WHEREAS, this First Amendment to the CONTRACT, amends ARTICLE 2 – SCHEDULE to exercise the first year option for renewal for the period April 28, 2018, through April 27, 2019 ; and amends ARTICLE 5 – TERMINATION; ARTICLE 22 – NONDISCRIMINATION; and ARTICLE 32 – PUBLIC RECORDS; and

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONSULTANT agree as follows:

1. ARTICLE 2 – SCHEDULE, is hereby amended to read as follows:

The CONSULTANT shall commence services on April 28, 2015 and complete all services by April 27, 2019. The COUNTY in its sole discretion shall have the option to extend this contract for one (1) year under the same terms and conditions.

2. ARTICLE 5 – TERMINATION, is hereby amended to read as follows:

This Contract may be terminated by the CONSULTANT, with or without cause, upon sixty (60) days' prior written notice to the COUNTY's representative. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance

of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

3. ARTICLE 22 – NONDISCRIMINATION, is hereby amended to read as follows:

The CONSULTANT warrants and represents that 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, gender identity or expression, or genetic information.

4. ARTICLE 32 – PUBLIC RECORDS, is hereby added as follows:

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any

duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

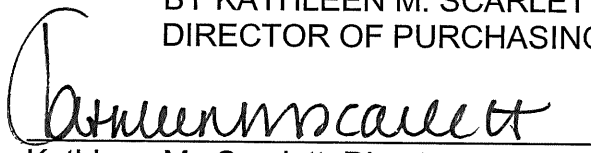
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

5. All other provisions of said CONTRACT, dated April 28, 2015, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this First Amendment to the Contract on the day and year above written.

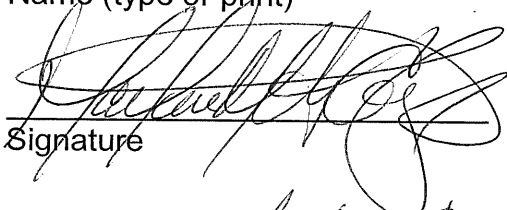
PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING


Kathleen M. Scarlett, Director

WITNESSES:

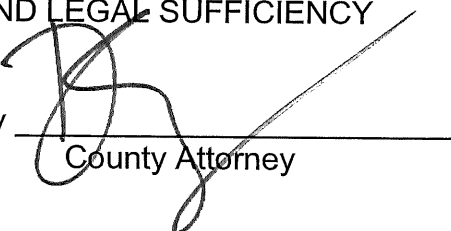

Signature

WANDA Fogarty
Name (type or print)


Signature


Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

CONSULTANT:

Concept EFL Imaging Center, LLC
Company Name

BY: 
Signature

Russ Young
Typed Name

HCA East Florida Divison CFO

Title