

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	<u>42,792</u>	<u>171,166</u>	<u>171,166</u>	<u>171,166</u>	<u>171,166</u>
External Revenues	<u>(45,066)</u>	<u>(180,023)</u>	<u>(180,023)</u>	<u>(180,023)</u>	<u>(180,023)</u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>(2,274)</u>	<u>(8,857)</u>	<u>(8,857)</u>	<u>(8,857)</u>	<u>(8,857)</u>
# ADDITIONAL FTE POSITIONS(Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget: Yes No
Does this item include the use of federal funds: Yes No

Expense Fund 5000 Dept 410 Unit 7220 Object Code Various
 Account No:

Revenue: Fund 5000 Dept 410 Unit 7100 Revenue Source 9102/9103
 Account No:


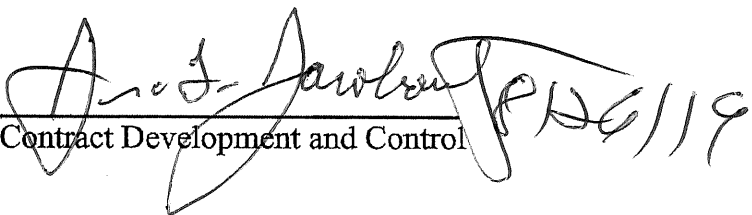
B. Recommended Sources of Funds/Summary of Fiscal Impact:


Services are provided on an as-needed basis and the expenditures/revenues above are estimated based on last fiscal year's expenditures.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 8/22/19
 OFMB LH
8/21  8/26/19
 Contract Development and Control

B. Legal Sufficiency:
 8/26/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to Interlocal Agreement (R2014-1035) dated July 22, 2014, (“Agreement”), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and and the HEALTH CARE DISTRICT OF PALM BEACH COUNTY, an independent special taxing District created pursuant to Chapter 326-2003, Law of Florida, as amended; herein referred to as the “District”.

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

1. The term of the Agreement is renewed retroactively beginning on July 7, 2019, and continuing through July 6, 2024, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 5 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 5: PREVENTATIVE MAINTENANCE AND CORRECTIVE REPAIRS

5.01 The County will perform preventative maintenance according to the County’s established program, which includes the documentation of the maintenance. The preventative maintenance program includes the routine changing of lubricants and fluids as well as the inspection of components to identify corrective maintenance needs.

5.02 The County shall perform corrective and commercial repairs as needed and requested by authorized District personnel.

5.03 Preventative maintenance and corrective repairs will be billed in accordance with Attachment 3.

5.04 Attachment 3 shall be revised annually and duly incorporated into this Agreement on October 1st of each year. The County agrees to charge the District the same fee schedule as it does County agencies. The revised Attachment will identify the new fee schedule as well as provide budget documentation.

3. Section 6 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 6: VEHICLE REPLACEMENT FUND

6.01 The County implements a Vehicle Replacement Fund (“Replacement Fund”). The purpose of this fund is to provide a structured “savings plan” by which the cost of the replacement asset is prorated over the estimated life of the asset and paid on a monthly basis throughout that life.

6.02 The District may elect to participate in the Replacement Fund for any or all of its vehicles. The District may elect to participate in the Replacement Fund at any time during the term of this Agreement.

6.03 The Replacement Fund is implemented pursuant to Attachment 4 to this Agreement. If the District elects to participate, the District's participation in the Replacement Fund will also be governed by the terms of the current adopted PPM on this matter.

4. Section 14 of the Agreement is updated and amended with the following:

As to the District:

Chief Executive Officer
Health Care District of Palm Beach County
1515 N Flagler Dr. Suite 101
West Palm Beach, FL 33401-3429

With a copy to:

Director of Aeromedical Services
Health Care District of Palm Beach County
3800 Southern Boulevard, Suite 307
West Palm Beach, FL 33406

Invoices to the District shall be sent to:

Chief Financial Officer
Health Care District of Palm Beach County
1515 N Flagler Dr. Suite 101
West Palm Beach, FL 33401-3429

5. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

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 R2017-1770, as may be amended, the District 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

6. The Agreement is hereby modified to add the following:

SECTION 9A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the District represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If District is not self-insured, District shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should District purchase excess liability coverage, District agrees to include County as an Additional Insured.

The District agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should District contract with a third-party (Contractor) to perform any service related to the Agreement, District shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include District and County as Additional Insureds. District shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the District shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the District of its liability and obligations under this Agreement.

SECTION 24: ASSIGNMENT

District may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 25: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. 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 District and County.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

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

**SHARON R. BOCK
CLERK & COMPTROLLER**

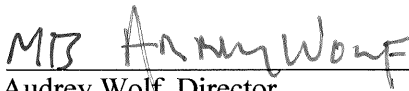
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

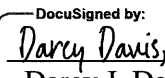
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

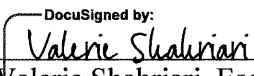
By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

HEALTH CARE DISTRICT OF PALM BEACH COUNTY

By: 
Nancy J. Davis, Chief Executive Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Valerie Shahriari, Esq. General Counsel