

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	1,000,000				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	1,000,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget: Yes X No
 Does this item include the use of federal funds: Yes No X

Budget Account No.:
 Fund 0001 Dept. 146 Unit 7621 Obj. Program Code Var. Program Period: VAR

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

Palm Beach County Ad Valorem

DocuSigned by:

Julie Dowe

05AC9C7CC5BC4A4...

C. Departmental Fiscal Review: _____
 Julie Dowe, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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

Palm Beach County Ad Valorem

Steve Mante 12/3/2020
 OFMB
 12/3 AP 12/3

Dr. J. Jacobson 12/7/2020
 Contract Development and Control
 12-7-2020 Tu

B. Legal Sufficiency:

Delene Cottrill 12-8-2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT (R2019-0153), made and entered into at West Palm Beach, Florida, on this ___ day of _____, 20___, 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 **Health Care District of Palm Beach County**, hereinafter referred to as the DISTRICT, a Political Subdivision of the State of Florida, whose Federal Tax I.D. is #65-0145123.

In consideration of the mutual promises contained herein, the COUNTY and the DISTRICT agree as follows:

WITNESSETH:

Whereas, the above named parties entered into an Interlocal Agreement on January 15th 2019 (R2019-0153) in an annual amount of \$1,000,000; and

Whereas, the Agreement was amended on December 17th, 2019 (R2019-1876), to change the Effective Date to October 1, 2019; and

Whereas, the County wishes to exercise its renewal option under Section 8 of the Agreement to extend the expiration date of the Agreement by twelve months; and

Now Therefore, the above named parties hereby mutually agree that the Interlocal Agreement entered into on January 15, 2019 and amended on December 17, 2019, is hereby amended as follows:

- I. The recitals above are true and correct and are expressly incorporated herein by reference and made part of the parties' Agreement
- II. The first sentence of **SECTION 8. TERM** is replaced with the following:

“The term of this Agreement shall commence on October 1, 2019, and continue in effect for twenty-four (24) months with an option to renew for one (1) additional twelve (12) month period. No services rendered prior to October 1, 2019 are reimbursable under this agreement.”

- III. New **SECTION 30. E-VERIFY-EMPLOYMENT ELIGIBILITY** is added to read as follows:

DISTRICT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, DISTRICT shall:

(1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the DISTRICT'S Sub Contractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

DISTRICT shall obtain from each of its Sub Contractors an affidavit stating that the Sub Contractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. DISTRICT shall maintain a copy of any such affidavit from a Sub Contractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that DISTRICT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that DISTRICT'S Sub Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify DISTRICT to terminate its contract with the Sub Contractor and DISTRICT shall immediately terminate its contract with the Sub Contractor.

If COUNTY terminates this Agreement pursuant to the above, DISTRICT shall be barred from being awarded a future agreement by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such agreement termination, DISTRICT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

Other Provisions

All provisions in the Agreement or exhibits to the Agreement in conflict with this Amendment to the Agreement shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Interlocal Agreement.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and DISTRICT has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

DISTRICT:
Health Care District of Palm Beach County
DISTRICT'S Name Typed

DocuSigned by:
Valerie Shalviani
6141168BCABA47F...
By: _____
Chief Legal Officer
Health Care District

DocuSigned by:
Darcy Davis
8A681D19234E4D9...
By: _____
DISTRICT'S Signatory
CEO

DISTRICT'S Signatory Title Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

DocuSigned by:
Helene C. Hoizd
802C4719F1FC4F2...
By: _____
Assistant County Attorney

DocuSigned by:
Taruna Malhotra
1459E4104E1049C...
By: _____
Taruna Malhotra, Assistant Dept. Director
Community Services Department