



**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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	*	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

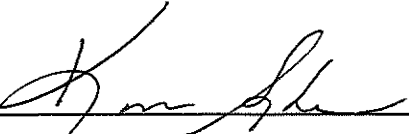
**Is Item Included in Current Budget:** Yes \_\_\_\_\_ No X  
**Is this item using Federal Funds:** Yes \_\_\_\_\_ No X  
**Is this item using State Funds:** Yes \_\_\_\_\_ No X

Budget Account No:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

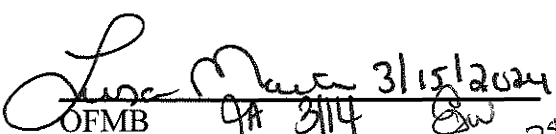

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\*There is no fiscal impact associated with this item.

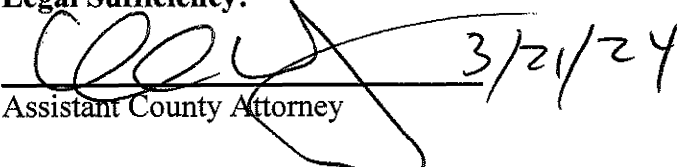
**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

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

 3/15/2024  
 OFMB 9A 3/14 *EW* 3-14-24  
 3/20/24  
 Contract Development and Control *W* 3/19/24

**B. Legal Sufficiency:**

 3/21/24  
 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 (R2020-0433), dated May 5, 2020 ("Agreement") is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the West Palm Beach VA Medical Center ("Hospital"), an agency of the United States Department of Veterans Affairs.

**WITNESSETH**

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 May 3, 2024 and continuing through May 2, 2029, pursuant to the exercise of the first of two (2) five (5) years renewal options.

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** The 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 the 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:

WEST PALM BEACH VA MEDICAL  
CENTER, an agency of the United States  
Department Of Veterans Affairs

By: \_\_\_\_\_

By: \_\_\_\_\_  
Cory P. Price, Executive Director  
Print Name and Title