

Recommended By:  8/2/26
Department Director Date

Approved By:  8/10/26
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Personal Services					
Operating Expenses					
Capital Outlay					
Grants & Aids					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	*				

ADDITIONAL FTE

POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-------------------------------	----------	----------	----------	----------	----------

Is Item Included In Current Budget? Yes _____ No _____
Is this item using Federal Funds? Yes _____ No _____
Is this item using State Funds? Yes _____ No _____

Budget Account Exp No: Fund _____ Dept. _____ Unit _____ Obj. _____ Prog. _____
Rev No: Fund _____ Dept. _____ Unit _____ Rev. _____ Prog. _____

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

*No fiscal impact.

C. Departmental Fiscal Review: 1/18/19 723/06

III. REVIEW COMMENTS

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

Line Mart 8/5/2006
OFMB 8/4 MO 8/5

Comments: Grande Pacho 8/5/20
Contract Dev. And Control
26 8.5. 20

B. Legal Sufficiency:

 8/6/2024
Assistant County Attorney

C. Other Department Review:

Department Director

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

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement R2021-1235, dated September 14, 2021, is made as of September 1, 2026, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (County) and **JEWISH VOLUNTEER AMBULANCE CORPS INC f/k/a HATZALAH OF PALM BEACH INC**, a not for profit corporation licensed to business in the State of Florida, (Participant).

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

1. The term of the Agreement is renewed for the period beginning on September 15, 2026 through September 14, 2031, pursuant to the exercise of the first renewal option for five (5) years.
2. Hatzalah of Palm Beach County Inc formally changed its name to Jewish Volunteer Ambulance Corps Inc on May 25, 2022.
3. **SECTION 8A: INSURANCE** of the Agreement is deleted in its entirety and replaced with the following:

The Participant shall at its sole expense maintain in effect at all times during the performance of work hereunder insurance coverage with limits not less than those set forth below and with insurers and under forms of policies acceptable to the County.

During the term of this Agreement, Participant shall maintain Workers Compensation Insurance and Employers Liability insurance in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. This coverage shall be provided on a primary basis. If any work is subcontracted, Participant shall require all subcontractors to similarly comply with this requirement unless such subcontractor's employees are covered by the Participant's Workers Compensation Insurance policy.

Participant shall purchase and maintain during the term of this Agreement, Commercial General Liability insurance (required coverages, premises/operations, independent contractors, products/completed operations, contractual liability, broad form liability, X-C-U coverages, if applicable) in the amount no less than \$1,000,000 per occurrence.

Should any of the work hereunder involve watercraft owned or operated by Participant or any subcontractor, such shall be insured under the Commercial General Liability policy or by other such liability insurance such as Protection and Indemnity in an amount no less than \$5,000,000 per occurrence.

Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Participant or any subcontractor, Participant shall procure and

maintain Aircraft Liability insurance in the amount of \$5,000,000 per occurrence bodily injury (including passengers) and property damage.

Should the Participant provide patient carrier services using Participant owned or leased vehicles, the Participant shall purchase and maintain during the term of this Agreement, Business Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions with a combined single limit bodily injury and property damage in an amount no less than \$1,000,000 per occurrence.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Participant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Participant under this Agreement.

The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 50 South Military Trail, West Palm Beach, FL, 33415. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.

The Certificates of Insurance must provide clear evidence that Participant's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all the limits, terms and conditions set forth above and shall remain in force during the entire term of this Agreement. Prior to the execution of this Agreement, Participant shall deliver to County Certificate of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth herein. Such initial evidence of insurance shall be sent to:

Palm Beach County
c/o EBix
Insurance Compliance
P.O. Box 100085-DX
Duluth, GA 30096
pbcounty@ebix.com
Fax: (770)-325-0907
Phone: 951-652-8182

and

Palm Beach County

c/o Public Safety Department
Attn: Finance-Administration
50 South Military Trail
West Palm Beach, FL 33415

During the term of the Agreement and prior to each subsequent renewal thereof, the Participant shall provide this evidence of compliance with the insurance requirements contained herein to EBIX, which is Palm Beach County's insurance management system. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. Should Participant fail to maintain the insurance required herein, the County may terminate Participant's use of the Radio System until coverage is reinstated.

County may request evidence of compliance with the insurance requirements during the term of this Agreement and Participant shall supply such evidence within forty-eight (48) hours of the County's request to do so, by delivering to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

4. **SECTION 13: NOTICES** of the Agreement is deleted in its entirety and replaced with the following:

Any notice given pursuant to the terms of this Agreement shall be in writing. The effective date of such notice shall be the date of receipt, as evidenced by a return receipt or email date. All notices shall be addressed to the following:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Public Safety Department Director
50 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Radio System Manager
Palm Beach County
Electronic Services & Security Division
240 South Military Trail
West Palm Beach, FL 33415

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Participant:

President
P.O. Box 424
Boynton Beach, FL 33425
Email: info@jvacusa.org

5. **SECTION 20: NON-DISCRIMINATION** 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 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.

6. **SECTION 26: E-VERIFY- EMPLOYMENT ELIGIBILITY** of the Agreement is deleted in its entirety and replaced with the following:

26.01 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.

26.02 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.

7. This Agreement is hereby modified to add the following:

SECTION 27: PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if Participant: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes,

as may be amended, Participant shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. Participant is specifically required to:

Keep and maintain public records required by the County to perform services as provided under this Contract.

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, Florida Statutes, or as otherwise provided by law. Participant 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.

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 Participant does not transfer the records to the public agency.

Upon completion of the Contract, Participant shall transfer, at no cost to the County, all public records in possession of Participant 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 Participant transfers all public records to the County upon completion of the Contract, Participant shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Participant keeps and maintains public records upon completion of the Contract, Participant shall meet all applicable requirements for retaining public records. All records stored electronically by Participant 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 Participant 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. Participant acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTICIPANT'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.

8. This Agreement is hereby modified to add the following:

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.

9. This Agreement is hereby modified to add the following:

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.

10. This Agreement is hereby modified to add the following:

SECTION 30: DIGITAL ACCESSIBILITY COMPLIANCE

Participant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Participant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an

accessible format compliant with the applicable accessibility standard at the time of delivery.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

11. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the Agreement, as amended.

The remainder of this page intentionally left blank

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

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

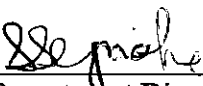
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND
CONDITIONS:**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By:  _____
Department Director

By:  _____
Assistant County Attorney

WITNESS:

Jewish Volunteer Ambulance Corps Inc.
f/k/a Hatzalah of Palm Beach, Inc.

Hanna Praport Bauml
Witness Signature

HANNA PRAPORT BAUML
Print Witness Name

By: SB
Signature

STEVEN BAUML
Print Name

DIRECTOR OF OPERATIONS
Title

(Corp seal)

EXHIBIT A

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of JEWISH VOLUNTEER AMBULANCE CORPS
(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.

[Signature]
(signature of officer or representative)

STEVEN BAUM L DIR OF OPERATIONS
(printed name and title of officer or representative)

State of NEW JERSEY , County of MIDDLESEX

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 3rd day of JUNE 2026, by STEVEN BAUM L.

Personally known ☐ OR produced identification ☒.

Type of identification produced FLORIDA DRIVER LICENSE.

Sameena Shahpurwala
NOTARY PUBLIC
My Commission Expires: 12-06-2028
State of NEW JERSEY at large

SAMEENA SHAHPURWALA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2441245
MY COMMISSION EXPIRES DECEMBER 06. 2028

(Notary Seal)