

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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No <u>X</u>			
Is this item using Federal Funds:	Yes _____	No <u>X</u>			
Is this item using State Funds:	Yes _____	No <u>X</u>			
Expense Budget	Fund _____	Dept _____	Unit _____	Object _____	
Account No:					
Revenue Budget	Fund _____	Dept _____	Unit _____	Rev _____	
Account No:					

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

* There is no fiscal impact associated with this item

C. Departmental Fiscal Review: *Karen Shen*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u><i>Asst Dir</i></u> 8/16/24 OFMB <u><i>JH</i></u> 8/16 <u><i>MD</i></u> 8/16</p>	<p><u><i>Tronds Machelle</i></u> 8/21/24 Contract Development and Control <u><i>MD</i></u> 8/21/24</p>
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B. Legal Sufficiency:

[Signature] 8/28/24
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 R2019-1298 dated September 10, 2019 (the "Agreement"), is made as of September 10, 2024, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and JFK Medical Center Limited Partnership, a Foreign Limited Partnership licensed to do business in the State of Florida, ("Hospital"), with a Federal Tax ID number 62-1694180.

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 September 10, 2024 and continuing through September 9, 2029, pursuant to the exercise of the first renewal option for five (5) years.

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 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 Hospital has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

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 Agreement or performing any work in furtherance thereof, the Hospital 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.

SECTION 29: HUMAN TRAFFICKING AFFIDAVIT

Hospital warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Hospital has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

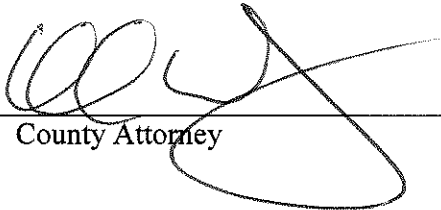
PALM BEACH COUNTY, a political
subdivision of the State of Florida

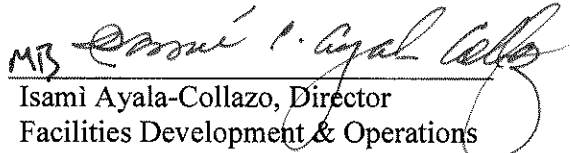
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

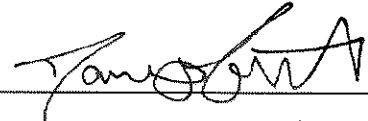
APPROVED AS TO TERMS AND
CONDITIONS:

By: 
County Attorney

By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

WITNESS:

JFK MEDICAL CENTER LIMITED PARTNERSHIP, a Foreign Limited Partnership.

By: 

Damon Barrett COO
Print Name and Title

By: 

Kenneth M. West II CEO
Print Name and Title

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
JFK Medical Center Limited Partnership (Hospital) and attest that Hospital 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.**

Kenneth M. West II Kenneth M. West II CEO
(signature of officer or representative) (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 13th day of August, by Kenneth West II

Personally known OR produced identification .

Type of identification produced _____

Dawn Morgan
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



DAWN MORGAN
Notary Public
State of Florida
Comm# HH489119
Expires 2/5/2028