

II. FISCAL IMPACT ANALYSIS

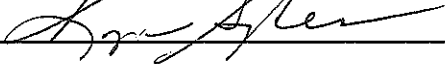
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
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>	_____

Budget Account No: Fund ____ Dept ____ Unit ____ Object ____

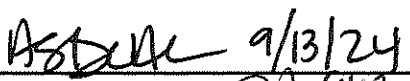
B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: 

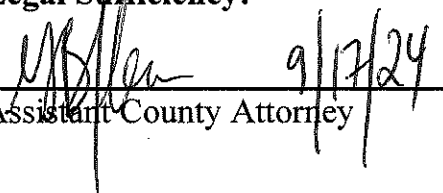
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 9/13/24
 OFMB JA 9/13
 ESW 9-13

 9/16/24
 Contract Development and Control

B. Legal Sufficiency:

 9/17/24
 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 INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Agreement R2019-1507 dated October 8, 2019 (“Agreement”), is made as of October 8th 2024, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and the Solid Waste Authority of Palm Beach County (“Participant”), a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended; herein referred to as the “Participant”.

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

1. The term of the Agreement, is renewed beginning on October 9, 2024 and continuing through October 8, 2029, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 2.03 of the Agreement is deleted in its entirety and replaced with the following:

2.03 Participant Equipment: Also known as “Participant radios,” are Participant 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 Participant Equipment. The Participant’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 Participant. The Participant is required to keep its equipment in proper operating condition and the Participant is responsible for maintenance of its radio equipment.
4. The Agreement is hereby modified to add the following:

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

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.

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 Participant and 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

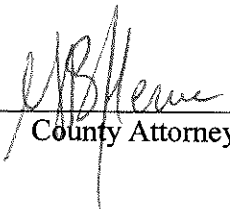
PALM BEACH COUNTY, a political
subdivision of the State of Florida

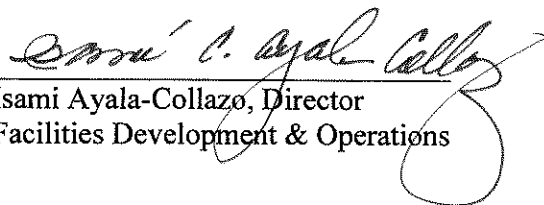
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS AND
CONDITIONS


By:  _____
County Attorney

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

ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: 
Signature
Sandra J. Vassalotti
Clerk to the Authority 8/21/2024
Print Name and Title

By: 
Daniel Pellowitz, Executive Director

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: Michael Jones

Digitally signed by Michael W. Jones
DN: cn=Michael W. Jones, o=Palm Beach County, ou=CATT, ou=Users, cn=Michael W. Jones, e=MJones@pbc.gov
I am the author of this document
Date: 2024.07.03 11:40:37-04'00'

SWA GENERAL COUNSEL

Print Name and Title