

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	\$ 10	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ 10	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

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 1201 Dept 360 Unit 2210 Object 4401

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transport Trust Fund
 Road & Bridge Administration

Yearly Lease Fee \$ 10.00

C. Departmental Fiscal Review:

Alvord

III. REVIEW COMMENTS

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

Lisa Moore 3/23/21
 OFMB
3/22
8/3/23 LM 3/23

John S. Jacobson 3/25/21
 Contract Dev. and Control
 3-24-21 Tu

B. Approved as to Form and Legal Sufficiency:

[Signature] for HJP 3/26/2021
 Assistant County Attorney

C. Other Department Review:

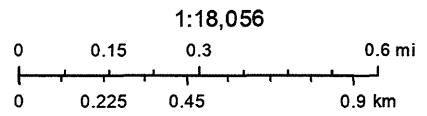
[Signature] for
 Department Director

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

00-42-43-27-05-006-1701



December 11, 2020



LOCATION MAP



Attachment #2
First Amendment (2 copies)
8 Pages Each

LEASE AMENDMENT No 1

THIS LEASE AMENDMENT No 1, made and entered into on _____, by and between the SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a dependent special district created pursuant to Chapter 2001-331 of the State of Florida, hereinafter referred to as the "Authority" and PALM BEACH COUNTY a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the Authority is the owner of certain real property (the "Original Property") as more specifically described in and which County currently leases from the Authority pursuant to the lease dated July 20, 2004 (R-2004-1624) (the "Lease"), a copy of which lease is incorporated herein by reference; and

WHEREAS, the Authority, with the agreement and approval of the County, would like to use the Original Property for the development of an Equine Residuals Processing Facility; and

WHEREAS, the Authority, as set forth in Section 1.04 of the Lease, has identified alternate premises to replace the Original Property and the County has relocated to the alternate premises for the operations of the Road and Bridge Division, which alternate premises is depicted in **Exhibit "A"** with accompanying survey and incorporated herein by reference (the "Relocation Property"); and

WHEREAS, the County has relocated to and is currently operating at the Relocation Property and all terms of the Lease will continue in full force and effect as to the Relocation Property only and the County has agreed to release all rights in the Original Property.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1) The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as in the Lease.
- 2) The County has relocated all of the existing operations to the Relocation Property and accepts the Relocation Property in its current "as is" condition and hereby releases and relinquishes all rights in and to the Original Property.
- 3) In the event the Original Property becomes available and Authority determines in its sole discretion that the Original Property is not needed for an Authority Purpose, Authority shall offer to permit County to relocate from the Relocation Property, at County's sole expense, back to the Original Property. For purposes hereof, Authority Purpose shall include, without limitation, use by Authority or Authority's lease of the Original Property to a third party to generate revenue.

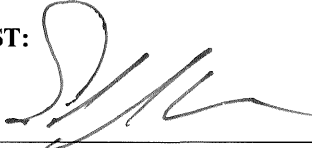
- 4) Throughout the term of this Lease, the Authority shall permit the County to access the Relocation Property from Pike Road at or near 7th Place N., including the right to access the Relocation Property through, over, and across Authority's property abutting the Relocation Property to the east, both as shown on Exhibit A.
- 5) The Parties acknowledge that this Lease Amendment is solely for the purpose of relocating County's operations from the Original Property to the Relocation Property, and that all other terms of the Lease shall remain in full force and effect in relation to County's use of the Relocation Property.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease Amendment No 1 as of the day and year first above written.

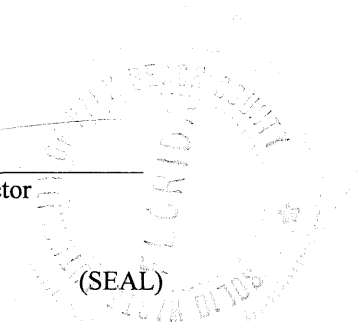
Signed and delivered in the presence of:

ATTEST:

By: 
Sandra Vassalotti, Clerk to the Board

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: 
Dan Pellowitz, Executive Director
Feb. 25, 2021

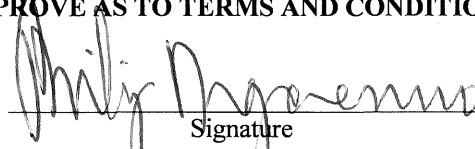


APPROVE AS TO LEGAL SUFFICIENCY

By: **Howard J. Falcon III**
Howard J. Falcon, III
General Counsel

Digitally signed by Howard J. Falcon III
DN: DC=org, DC=pbegov, OU=Enterprise, OU=CATT,
OU=Users, CN=Howard J. Falcon III,
E=HFalcon@pbegov.org
Reason: I am the author of this document
Location: your signing location here
Date: 2021.02.24 15:07:47-0500
Faxit Reader Version: 10.1.0

APPROVE AS TO TERMS AND CONDITIONS

By: 
Signature
Phil Musavero
Print Name

Director, Contract Mgmt + Compliance
Title

COUNTY:

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

By: _____
Dave Kerner, Mayor

Signed and delivered in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

ATTEST:

JOSEPH ABRUZZO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

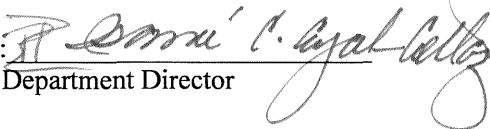
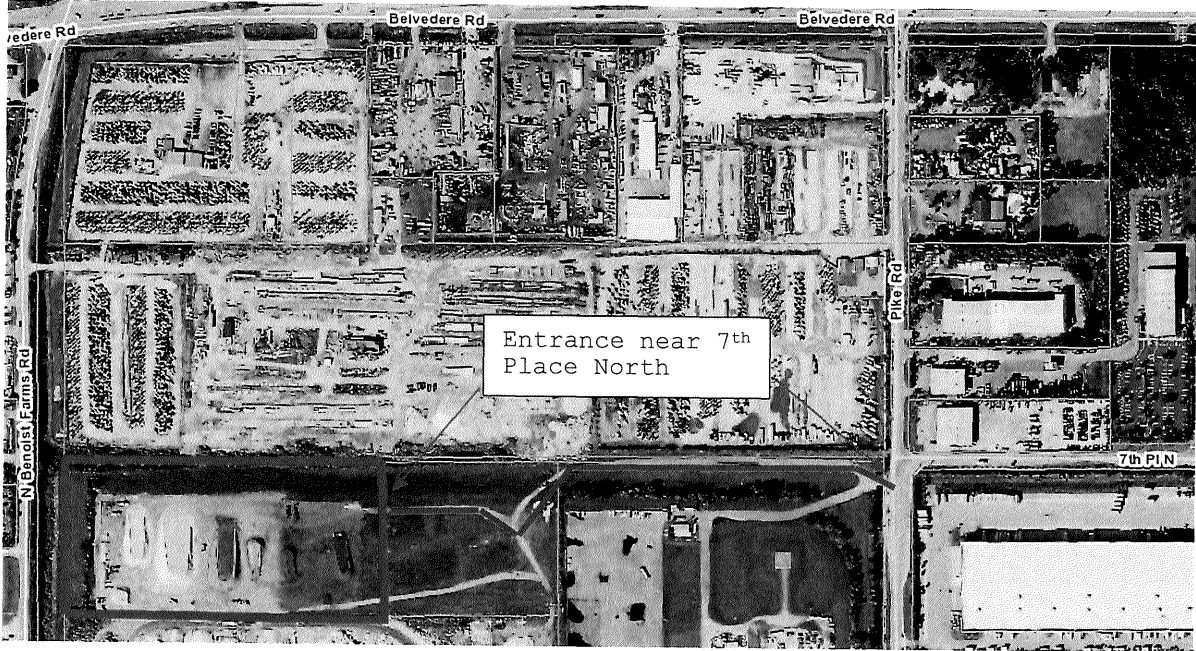
By:  _____
Department Director

EXHIBIT "A"

THE RELOCATED PROPERTY



Attachment #3
BAS
1 Page

