

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	<u>\$13,062</u>	<u>\$13,062</u>	<u>\$13,062</u>	<u>\$13,062</u>	<u>\$13,062</u>
External Revenues	<u>(\$13,062)</u>	<u>(\$13,062)</u>	<u>(\$13,062)</u>	<u>(\$13,062)</u>	<u>(\$13,062)</u>
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u> X </u>	No	_____	
Does this item include the use of Federal funds?	Yes	_____	No	<u> X </u>	

Budget Account
No:

Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4150</u>	Object	<u>3401</u>	_____
Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4150</u>	Revenue Source	<u>4900</u>	_____

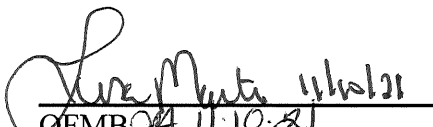
B. Recommended Sources of Funds/Summary of Fiscal Impact:

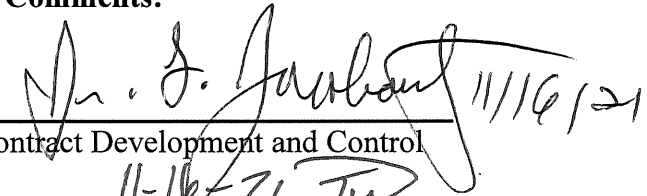
*There is no fiscal impact to this item as each City is paying 100% of the costs unique to their work. The costs for the microwave will be provided by the County to the City no later than March 1st annually.


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMBQA 11-10-21
MG 11/10/21


Contract Development and Control
11-16-21 TW

B. Legal Sufficiency:

Assistant County Attorney 11/16/21

C. Other Department Review:

Department Director

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to Interlocal Agreement R2016-1581, is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and the City of Boynton Beach, a municipal corporation of the State of Florida (“City”).

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

1. The term of the Agreement expired on October 31, 2021 and shall be retroactively extended through October 30, 2026 pursuant to the exercise of the first five (5) year renewal option.
2. The Agreement is hereby modified to add the following:

SECTION 3A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the City represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If City is not self-insured, City shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should City purchase excess liability coverage, City agrees to include County as an Additional Insured.

The City agrees to maintain or to be self-insured for Workers’ Compensation Insurance in accordance with Chapter 440, Florida Statutes.

Should City contract with a third-party (Contractor) to perform any service related to the Agreement, City shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include City and County as Additional Insureds. City shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers’ Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer’s Liability with minimum limits of \$1,000,000 each accident.

When requested, the City shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the City of its liability and obligations under this Agreement.

3. Section 9 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 9: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

4. Section 14 of the Agreement is deleted in its entirety and replaced with the following:

Section 14: NON-DISCRIMINATION

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 R2017-1770, as may be amended, City 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

5. The Agreement is hereby modified to add the following:

SECTION 15: E-VERIFY-EMPLOYMENT ELIGIBILITY

15.01 City 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the City's contractors and subcontractors performing any duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

15.02 County shall terminate this Agreement if it has a good faith belief that City 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 City and the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY 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

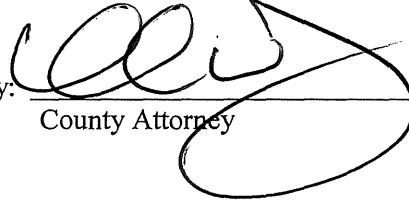
PALM BEACH COUNTY, a political
subdivision of the State of Florida

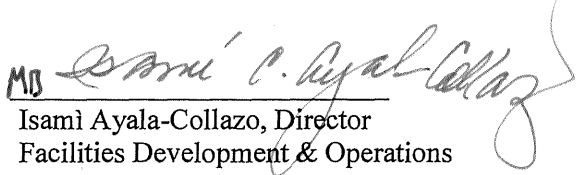
By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

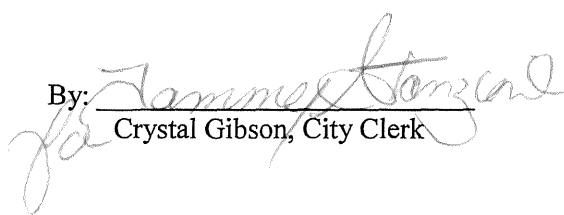
By: 
County Attorney

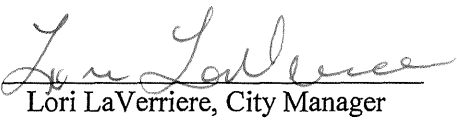
By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

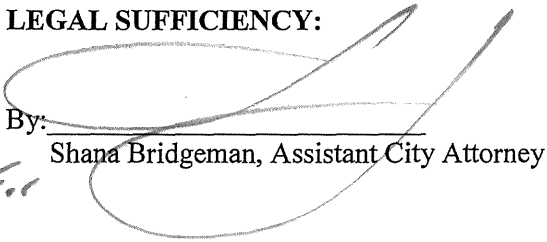
CITY OF BOYNTON BEACH, a
municipal corporation of the State of Florida

CITY CLERK

By: 
Crystal Gibson, City Clerk

By: 
Lori LaVerriere, City Manager

APPROVED AS TO
LEGAL SUFFICIENCY:

By: 
Shana Bridgeman, Assistant City Attorney

