

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Interlocal Agreement (R2020-1439) dated October 6, 2020 (“Agreement”) is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and City of Margate, a municipal corporation the State of Florida (“Municipality”).

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

1. The term of the Agreement is renewed beginning on October 6, 2025, and continuing through October 5, 2030, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: TERMINATION

This Agreement shall automatically terminate if Municipality’s COPCN expires or is revoked. This Agreement may also be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon COPCN expiration/revocation or notice of termination, the System Manager will proceed to disable the Municipality’s radios from the County’s System. It will be the responsibility of the Municipality to reprogram the Municipality’s radios removing the County’s System information from the radios. The Municipality will complete reprogramming the Municipality’s radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

3. Section 20 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 20: 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 R2025-0748, as may be amended, the Municipality 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.

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

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Municipality 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 Municipality'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 Municipality 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 Municipality 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 G. Marino, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

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

ATTEST:

**MARGATE, a municipal corporation of
the State of Florida**

By: _____
Jennifer M. Johnson, City Clerk

By: _____
Arlene R. Schwartz, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
David Tolces, Attorney