

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 4, 2024 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Amended and Restated Interlocal Agreement (R2019-0844) (Agreement) with the Department of Homeland Security, Transportation Security Administration (Agency), to extend the term of the Agreement for interoperable communications through the countywide common talk groups of the County’s Public Safety Radio System (County’s System) from June 18, 2024 through June 17, 2029.

Summary: This Agreement, which provides the terms and conditions under which the Agency can program its radios into and utilize the countywide common talk groups for certain types of inter-agency communications, expires on June 17, 2024. This Agreement provided for two (2) renewal options, each for a period of five (5) years. The Agency has approved the amendment to extend the term of the Agreement to June 17, 2029, and the renewal now requires approval by the Board of County Commissioners (Board). The terms of the Agreement are standard and have been offered to all municipalities and local branches of state and federal agencies with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement. The Agency is required to pay all costs associated with the Agency’s subscriber units and to comply with the established operating procedures for the County’s System. This First Amendment extends the term of the Agreement, updates standard operational provisions, and adds the E-verify provision. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (MWJ)**

Background and Justification: The Agency has utilized interoperable communications through countywide common talk groups since 2009. The Agreement with the Agency, which provides the terms and conditions under which the Agency can utilize the countywide EMS and common talk groups of the County’s System, expires on June 17, 2024. The Agreement provided for two (2) renewal options, each for a period of five (5) years. After approval of this First Amendment, there is one remaining renewal option left.

Attachments:

First Amendment

Recommended By: *[Signature]* Department Director Date 5/3/24
Approved By: *[Signature]* County Administrator Date 5/11/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

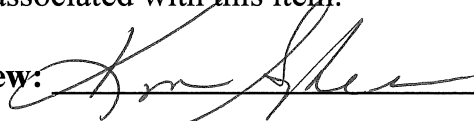
Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL 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>			

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:

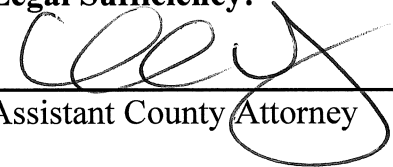


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u>ASD/ALC 5/6/24</u> OFMB JA 5/6 EW 5/6</p>	<p><u>Tracie M. M... 5/8/24</u> Contract Development and Control MA 5/8/24</p>
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B. Legal Sufficiency:

 5/10/24
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 the Amended and Restated Agreement R2019-0844 dated June 18, 2019, is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and the United States Department of Homeland Security, Transportation Security Administration, a part of the United States Government (“Agency”).

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

1. The term of the Agreement, is renewed beginning on June 18, 2024 and continuing through June 17, 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 Agency Equipment: Also known as “agency radios,” are Agency 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 Agency Equipment. The Agency’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 Agency. The Agency will be required to keep its equipment in proper operating condition and the Agency 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 Agency 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 Agency’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 Agency 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 Agency 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**

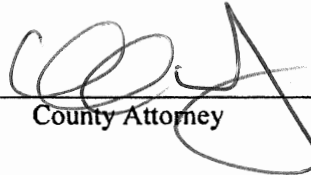
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

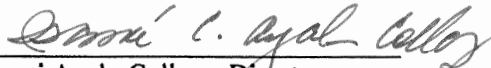
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

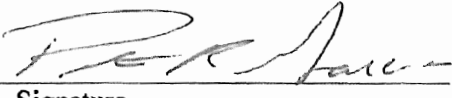
By:  _____
County Attorney

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

TSA/First Amendment

ATTEST:

UNITED STATES DEPARTMENT OF
HOMELAND SECURITY,
TRANSPORTATION SECURITY
ADMINISTRATION

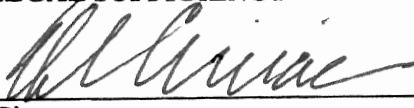
By: 
Signature

By: 

By: PETE GARCIA, Federal Security Director
Print Name and Title

STEVEN RANDESON, Assistant Federal Security Director
Print Name and Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Signature

By: DAVID L. CHIRAS, FIELD COUNSEL, ACC.
Print Name and Title