Agenda Item #: 3H-4

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

| Meeting Date:   | June 4, 2024  | [X] Consent [] Ordinance  | [ ] Regular e [ ] Public Hearing   |  |  |  |
|---|---|---|--|--|--|--|
| Department:   | Facilities Development &  | Operations  |  |  |  |  |
| I. EXECUTIVE BRIEF  |   |   |  |  |  |  |
| Motion and Title: S   | taff recommends motion to ap  | prove:  |  |  |  |  |
| Springs (Coral Spring countywide emerger  | ngs), to extend the term of the   | Agreement for interoper common talk groups of   | 2019-0740) with the City of Coral able communications through the the County's Public Safety Radio   |  |  |  |
| Creek (Coconut Cre  | ek), to extend the term of the a talk groups of the County's Pu   | Agreement for interoperate  | old-0843) with the City of Coconut able communications through the (County's System) from June 18,   |  |  |  |
| each city can utilize Each agreement provan amendment to ext Commissioners (Boalocal branches of st capabilities. There a associated with its s System. The First A operational provision Amendment for Coc | the countywide EMS and/or convided for two (2) renewal options end the term of the agreement, and are no charges associated with subscriber units and to comply when the county is and adds provisions for annuous Creek extends the term of the covisions. Other than the change | amon talk groups of the C<br>, each for a period of five<br>d the renewals now requir<br>ts are standard and have<br>mbulance service provid<br>these agreements. Each<br>with the established opera<br>extends the term of the<br>hal budgetary funding /ca<br>he agreement, updates sta | e terms and conditions under which County's System, are set to expire. (5) years. Each city has approved re approval by the Board of County been offered to all municipalities, ers with 800 MHz trunked radio city is required to pay all costs ating procedures for the County's agreement, updates the standard incellation and E-verify. The First andard operational provisions, and her terms remain the same. (ESS) |  |  |  |
| through the countyw<br>the terms and condit<br>the County's System  | ide common talk groups since 2 ions under which each city can a, are set to expire. Each agreem   | 2003 and 2009, respectivel utilize the countywide Entert provided for two (2):  | zed interoperable communications by. The agreements, which provide MS and/or common talk groups of renewal options, each for a period val option remains available under   |  |  |  |
| Attachments:  |   |   |  |  |  |  |
|   | t – Interlocal Agreement City of<br>t – Interlocal Agreement City of  |   |  |  |  |  |
| Recommended By:   |   | ayal lallo  | 5/3/24   |  |  |  |
|   | Department D  | irector   | Date /   |  |  |  |
| Approved By:  | County Admir  | istrator  | Date   |  |  |  |

# II. FISCAL IMPACT ANALYSIS

| apital Expenditures perating Costs xternal Revenues rogram Income County) n-Kind Match (County  ET FISCAL IMPACT  ADDITIONAL FTE OSITIONS Cumulative)  Item Included in Current Budget: this item using Federal Funds: this item using State Funds: udget Account No: Fund D  Recommended Sources of Fund * There is no fiscal impact associ   | 2025                      |  | 2 <b>6</b><br><br><br> | <b>2027</b>      | 2028                         |
|--|---------------------------|--|------------------------|------------------|------------------------------|
| perating Costs  xternal Revenues  rogram Income  County)  I-Kind Match (County  ET FISCAL IMPACT  ADDITIONAL FTE  OSITIONS  Cumulative)  Item Included in Current Budget: Ithis item using Federal Funds: Ithis item using State Funds: Ithis item usi |                           |  | -<br>-<br>-<br>-       |                  |                              |
| xternal Revenues rogram Income County) I-Kind Match (County ET FISCAL IMPACT ADDITIONAL FTE OSITIONS Cumulative) Item Included in Current Budget: Ithis item using Federal Funds: Ithis item using State Funds: Ithis it |                           |  | <br>-<br>-             |                  |                              |
| rogram Income County)  I-Kind Match (County  ET FISCAL IMPACT  ADDITIONAL FTE OSITIONS Cumulative)  I Item Included in Current Budget: Ithis item using Federal Funds: Ithis item using State Funds: I this item using St |                           |  | -<br>-                 |                  |                              |
| County)  I-Kind Match (County  ET FISCAL IMPACT *  ADDITIONAL FTE OSITIONS Cumulative)  I Item Included in Current Budget: Ithis item using Federal Funds: Ithis item using State Funds: I this item using St             |                           |  | _                      |                  |                              |
| ADDITIONAL FTE OSITIONS Cumulative)  Item Included in Current Budget: this item using Federal Funds: this item using State Funds: udget Account No: Fund D  Recommended Sources of Fund * There is no fiscal impact associ   |                           |  | _                      |                  |                              |
| ADDITIONAL FTE OSITIONS Cumulative)  Item Included in Current Budget: this item using Federal Funds: this item using State Funds: udget Account No: Fund D  Recommended Sources of Fund * There is no fiscal impact associ   |                           |  | _                      |                  |                              |
| ADDITIONAL FTE OSITIONS Cumulative)  Item Included in Current Budget: this item using Federal Funds: this item using State Funds: udget Account No: Fund D  Recommended Sources of Fund * There is no fiscal impact associ   |                           |  |                        |                  |                              |
| OSITIONS Cumulative)  I Item Included in Current Budget: Ithis item using Federal Funds: Ithis item using State Funds: Induced Account No: Fund D  Recommended Sources of Fund There is no fiscal impact associ  |                           |  | :                      |                  |                              |
| Eltem Included in Current Budget: Ithis item using Federal Funds: Ithis item using State Funds: Industry and  |                           |  | _                      |                  |                              |
| s this item using Federal Funds: s this item using State Funds: udget Account No: Fund D  Recommended Sources of Fund * There is no fiscal impact associ   |                           |  |                        |                  |                              |
| s this item using Federal Funds: s this item using State Funds: udget Account No: Fund D  Recommended Sources of Fund * There is no fiscal impact associ   | Yes                       |  | No                     | <u>X</u>         |                              |
| this item using State Funds:  udget Account No: Fund D  Recommended Sources of Fund  * There is no fiscal impact associ  | Yes                       | Name and Administration of the Control of the Contr |                        | X                |                              |
| nudget Account No: Fund D  Recommended Sources of Fund  * There is no fiscal impact associ   | Yes                       |  | No                     | X                |                              |
| * There is no fiscal impact associ   | ept                       | Unit _   |                        | Object _         |                              |
| III. <u>REVI</u>   | EW COM                    | MENTS  |                        | ,                | _                            |
| OFMB Fiscal and/or Contract  | $-\frac{\sqrt{C_0}}{C_0}$ | Brun   | of G                   | mach<br>ment and | <u>&amp; 5/8/</u><br>Control |
| Legal Sufficiency:  Assistant County Attorney  | 110/24                    | ,  | ,                      |                  |                              |
| Other Department Review:   |                           |  |                        |                  |                              |
| Department Director  | _                         |  |                        |                  |                              |
| This summary is not to be used   |                           |  |                        |                  |                              |

#### FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT to Amended and Restated Agreement R2019-0740 dated June 4, 2019 (the "Agreement"), is made as of \_\_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and City of Coral Springs, 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 is renewed beginning on June 4, 2024 and continuing through June 3, 2029, pursuant to the exercise of the first renewal option for five (5) years.
- 2. Section 2.04 of the Agreement is deleted in its entirety and replaced with the following:
  - **2.04** <u>City Equipment:</u> Also known as "agency radios," are City owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.
- 3. Section 5.01 of the Agreement is hereby deleted in its entirety and replaced with the following:
  - **5.01** <u>City Equipment.</u> The City'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 City. The City will be required to keep its equipment in proper operating condition and the City is responsible for maintenance of its radio equipment.
- 4. Section 7.02.01 of the Agreement is hereby deleted in its entirety and replaced with the following:
  - **7.02.01** Approved Uses. Usage of the EMS and Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions, coordination and response to local emergencies and disasters, and for emergency medical communications between emergency providers and hospitals in and around Palm Beach County. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

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

#### SECTION 25: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the City Council.

#### SECTION 26: E-VERIFY - EMPLOYMENT ELIGIBILITY

26.01 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 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 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 City has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

6. 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.

(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

municipal corporation of Florida.

Scott J. Brook, Mayor

| By:                               | By: Maria Sachs, Mayor   |
|-----------------------------------|--|
| APPROVED AS TO LEGAL SUFFICIENCY: | APPROVED AS TO TERMS AND CONDITIONS:                               |
| By: County Attorney               | By: MB Local Collazo, Director Facilities Development & Operations |
| ATTEST:                           | CITY OF CORAL SPRINGS, a   |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Georgia Elliott, City Clerk

John Hearn, City Attorney

By:

#### FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT to Amended and Restated Agreement R2019-0843 dated June 18, 2019 (the "Agreement"), is made as of \_\_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and City of Coconut Creek, a municipal corporation of 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 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** <u>Municipality Equipment:</u> Also known as "agency radios," are Municipality owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum 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** <u>Municipality Equipment.</u> The Municipality'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 Municipality. The Municipality will be required to keep its equipment in proper operating condition and the Municipality 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 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 the 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

| Deputy Clerk                |    |       | Maria Sachs, Mayor                   |  |  |
|-----------------------------|----|-------|--------------------------------------|--|--|
| APPROVED AS<br>SUFFICIENCY: | то | LEGAL | APPROVED AS TO TERMS AND CONDITIONS: |  |  |
|                             |    |       |                                      |  |  |

Isamì Ayala-Collazo, Director
Facilities Development & Operations

By: Joseph Kavanagh, City Clerk

CITY OF COCONUT CREEK, Florida

Sheila N. Rose, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Terrill C. Pyburn, City Attorney