

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:

[Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 5/6/24
OFMB *OH 5/10*
ES, W. 5/6

[Signature] 5/8/24
Contract Development and Control
MS 5/8/24

B. Legal Sufficiency:

[Signature] 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 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 City Equipment: 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 City Equipment. 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

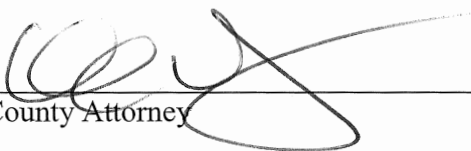
PALM BEACH COUNTY, a political
subdivision of the State of Florida

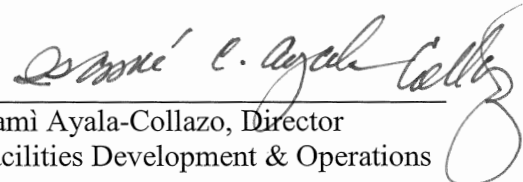
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

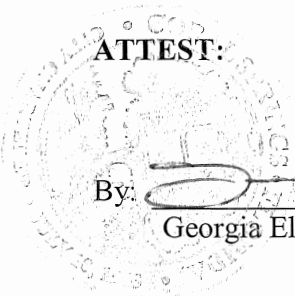
APPROVED AS TO TERMS AND
CONDITIONS:

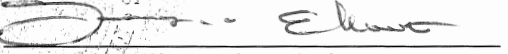
By: 
County Attorney

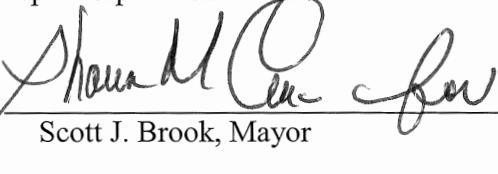
By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

CITY OF CORAL SPRINGS, a
municipal corporation of Florida.



By: 
Georgia Elliott, City Clerk

By: 
Scott J. Brook, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
John Hearn, City Attorney

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 Municipality Equipment: 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 Municipality Equipment. 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

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

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

ATTEST:

CITY OF COCONUT CREEK, Florida



By: _____
Joseph J. Kavanagh, City Clerk

By: Sheila N. Rose
Sheila N. Rose, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney