

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: June 4, 2024

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 (R2019-0956) (Agreement) with the State of Florida, State Attorney’s Office, 15<sup>th</sup> Judicial Circuit (Participant) to extend the term of the Agreement for direct access to the County’s Public Safety Radio System (System) from July 2, 2024 through July 1, 2029, with revenue fees totaling \$5,718.36 annually.

**Summary:** The Agreement, which provides the terms and conditions under which the Participant can directly access the System, is set to expire on July 1, 2024. The Agreement provides for two (2) renewal options, each for a period of five (5) years. The Participant has approved the amendment to extend the term of the Agreement to July 1, 2029, and the renewal now requires approval by the Board of County Commissioners (Board). The terms of this Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies where connection through an established municipal hub is not technically feasible. The annual fees are consistent with those being charged to County Departments. In addition, the Participant is required to pay all costs associated with Participant’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 and adds the E-verify provision. Other than the changes set forth herein, all other terms remain the same. The annual fees for each unit will be added to the Renewal and Replacement Fund and the maintenance fees to the Maintenance and Operation Fund. **(ESS) Countywide (MWJ)**

**Background and Justification:** The Participant has been interoperable with the County’s System since 2001. The Agreement with the Participant, which provides the terms and conditions under which the Participant has direct access to the County’s System, expires on July 1, 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: MB *Donnie C. Ayala*      5/03/24  
Department Director      Date

Approved By: *JBaker*      5/11/24  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	(\$5,719)	(\$5,719)	(\$5,719)	(\$5,719)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	(\$5,719)	(\$5,719)	(\$5,719)	(\$5,719)
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____


**Is Item Included in Current Budget:** Yes \_\_\_\_\_ No X  
**Is this item using Federal Funds:** Yes \_\_\_\_\_ No X  
**Is this item using State Funds:** Yes \_\_\_\_\_ No X

Budget Account No:

Fund	<u>0001</u>	Dept	<u>410</u>	Unit	<u>4150</u>	Revenue Source	<u>4901</u>	<u>(\$1,627.32)</u>
Fund	<u>3801</u>	Dept	<u>411</u>	Unit	<u>B209</u>	Revenue Source	<u>4199</u>	<u>(\$4,091.04)</u>

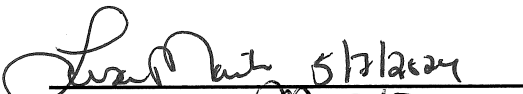
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


The revenue is based on 12 units and is billed annually in October. Maintenance fees are \$135.61 per unit for a total of \$1,627.32 and renewal and replacement fees are \$340.92 per unit for a total of \$4,091.04, resulting in a total of \$5,718.36.

**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 5/7/24  
 OFMB  
 JH 5/7  
 ESW 5.7.24

 5/4/24  
 Contract Development and Control  
 Ted 5/8/24

**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 Interlocal Agreement R2019-0956 dated July 2, 2019, is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the State of Florida, State Attorney's Office, 15<sup>th</sup> Judicial Circuit ("Participant").

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

1. The term of the Agreement, is renewed beginning on July 2, 2024 and continuing through July 1, 2029, pursuant to the exercise of the first renewal option for five (5) years.
2. The Agreement is hereby modified to add the following:

**SECTION 27: E-VERIFY – EMPLOYMENT ELIGIBILITY**

**27.01** Participant 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 Participant'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.

**27.02** County shall terminate this Agreement if it has a good faith belief that Participant has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

3. 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 Participant 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

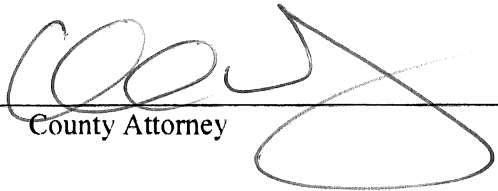
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

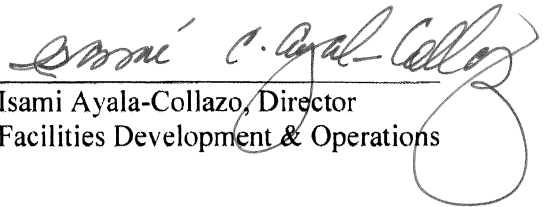
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

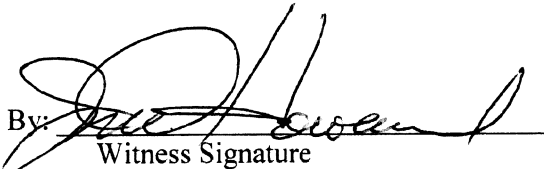
APPROVED AS TO TERMS AND  
CONDITIONS

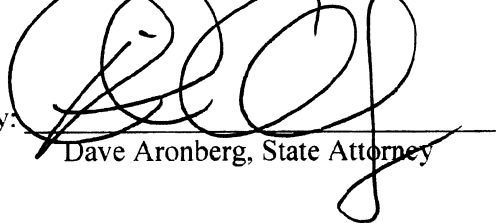
By:   
County Attorney

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

ATTEST:

STATE OF FLORIDA, Office of the State  
Attorney, 15th Judicial Circuit

By:   
Witness Signature

By:   
Dave Aronberg, State Attorney

By: Jeanne D. Howard  
Print Witness Name