

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

| | | | |
|----------------------|--------------|--|--|
| Meeting Date: | July 2, 2024 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Interlocal Agreement (R2019-1308) (Agreement) with the Port of Palm Beach District (Port), to extend the term of the Agreement for radio maintenance service from August 16, 2024 through August 15, 2029.

Summary: This Agreement (R2019-1308), which provides the terms and conditions under which the Port received radio equipment maintenance services from the County, expires on August 15, 2024. This Agreement provided for two (2) renewal options, each for a period of five (5) years. The Port has approved the Amendment to extend the term of the Agreement to August 15, 2029, and the renewal now requires approval by the Board of County Commissioners (Board). The terms of the Agreement are standard and the maintenance rates are consistent with those being charged to County departments. Services will be provided on an as-needed basis and billed to the Port. In the event that the County must out-source the labor, a separate labor rate is provided to cover the cost of the contract labor. The rates may be adjusted annually with notification by June 1 (effective the following October 1st) at the County’s sole discretion, but in no event shall the Port’s fee schedule exceed the fee schedule applied to County departments. There is no fiscal impact associated with this item, as the expenses offset the revenues. The Agreement may be terminated by either party, with or without cause, with a minimum of three (3) months’ notice. 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. **(ESS) Countywide (MWJ)**

Background and Justification: Since 2010, the Port has utilized the County’s Facilities Development & Operations/Electronic Services & Security Division (FDO/ESS) for the maintenance of its public safety radio assets rather than to outsource to a private firm. The Port is interoperable with the County’s system through a direct access agreement. No additional personnel will be required within FDO/ESS to perform these services. After approval of this First Amendment, there is one remaining renewal option left.

Attachments:

First Amendment

| | | |
|------------------------|--|----------------|
| Recommended By: | <u>MB </u> | <u>5/29/24</u> |
| | Department Director | Date |
| Approved By: | <u>JC </u> | <u>6/12/24</u> |
| | 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 | <u>\$800</u> | <u>\$800</u> | <u>\$800</u> | <u>\$800</u> | <u>\$800</u> |
| External Revenues | <u>(\$800)</u> | <u>(\$800)</u> | <u>(\$800)</u> | <u>(\$800)</u> | <u>(\$800)</u> |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>0*</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| # 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 0001 Dept 410 Unit 4150 Object 4900

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

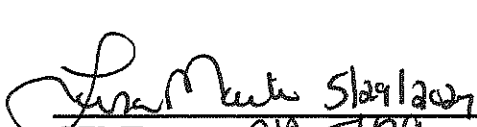
* Services will be provided on an "as needed" basis and will be billed to the Port for reimbursement.


C. Departmental Fiscal Review:



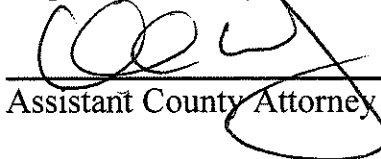
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB 5/29/24
JA 5/29
EW 5-29-24


Contract Development and Control
6/7/24
6/5/24

B. Legal Sufficiency:


Assistant County Attorney 6/10/24

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Interlocal Agreement R2019-1308 dated September 10, 2019, is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and the Port of Palm Beach District, a special independent taxing district and political subdivision of the State of Florida (“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 August 16, 2024 and continuing through August 15, 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 24: E-VERIFY – EMPLOYMENT ELIGIBILITY

24.01 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.

24.02 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**

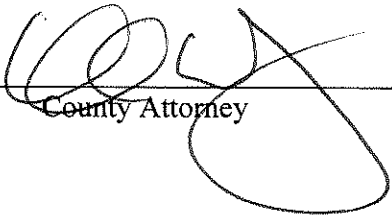
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

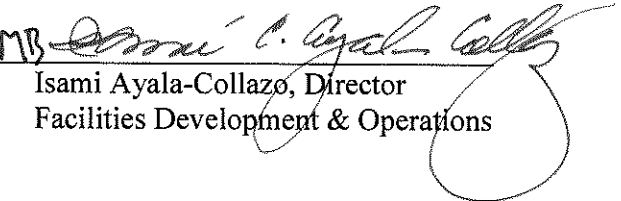
By: _____
Deputy Clerk

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:

PORT OF PALM BEACH DISTRICT

By: [Signature]
Signature

By: [Signature]

By: Phillip Ford, Procurement Administrator
Print Name and Title

Michael Meekins, EXCC Dir
Print Name and Title