Agenda Item #: 3H-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: September 10, 2024		[X]	Consent Ordinance	[[]	Regular Public Hearing
Department:	Facilities Development & Operation	ıs				
				***************************************	••••	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) First Amendment to the Amended and Restated Interlocal Agreement (R2019-1299) with the United States Department of Homeland Security, Immigration and Customs Enforcement (ICE), 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 September 10, 2024 through September 9, 2029; and
- **B)** First Amendment to the Amended and Restated Interlocal Agreement (R2019-1300) with the United States Marshals Service (U.S. Marshals), to extend the term of the Agreement for interoperable communications through the countywide common talk groups of the County's System from September 10, 2024 through September 9, 2029.

Summary: The agreements (R2019-1299 and R2019-1300) set forth the terms and conditions under which each agency can program its radios into and utilize the countywide common talk groups for certain types of interagency communications. These agreements are set to expire on September 9, 2024. Each agreement includes two (2) renewal options, each extending the term by five (5) years. Each agency has approved an amendment to extend the term of the Agreement to September 9, 2029, and the renewals now require approval by the Board of County Commissioners (BCC). The terms of these Agreements 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 these Agreements. Each agency is required to pay all costs associated with its subscriber units and to comply with the established operating procedures for the County's System. Either party may terminate its agreement, with or without cause, upon ten (10) days' prior written notice to the other party. The first amendments to the respective agreements with ICE and U.S. Marshals extend the term of the Agreements, update standard operational provisions, and add the E-verify provision. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (MWJ)

Background and Justification: The U.S. Marshals and ICE have utilized interoperable communications through countywide common talk groups since 2012 and 2016, respectively. The Agreements, which outline the terms and conditions for each agency's use of the countywide common talk groups within the County's System, are set to expire on September 9, 2024. Each Agreement provides for two (2) renewal options, each for a period of five (5) years. After the approval of the First Amendment, each agreement will have one renewal option remaining.

Attachments:

- 1. First Amendment- ICE
- 2. First Amendment U.S. Marshals

Recommended By:	MB Dani C. Cigal Colles	8/9/24
·	Department Director	Pate
Approved By:	alla	8/21/24
X	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

Fisc	cal Years	2024	2025	2026	2027	2028
Cai	pital Expenditures					
_	erating Costs				- VISIO LIVERAL	
Ext	ernal Revenues					*****
	gram Income	<u></u>				***************************************
-	ounty) Kind Match (County	NAMES OF THE PERSON OF THE PER				
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	tem Included in Curre his item using Federal	_	Yes	No	<u>X</u> <u>X</u>	
	his item using State Fu		Yes	No No	<u>X</u>	
3uc	lget Account No: Fur	nd	Dept	Unit	Object _	
•	Departmental Fiscal		IEW COM	MENTS		_
Le.	OFMB Fiscal and/or	r Contract	Developme	nt Comment	s:	,
	Jun Parte 9	6/13/2024 18/18/13/ 6/13/18/13/	Con	Sundentract Develop	MacMa Dynent and C	15 19/15/ Control
•	Legal Sufficiency: Assistant Coupty Atto	orney	19/24			
5. C.	(OC)	orney	19/24			

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

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Agreement R2019-1299 dated September 10, 2019 ("Agreement"), is made as of September 10, 2019 ("Agreement"), by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the United States Department of Homeland Security, Immigration and Customs Enforcement ("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 September 10, 2024 and continuing through September 9, 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 is 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.

ICE/First Amendment

- **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:	PALM BEACH COUNTY, a political subdivision of the State of Florida			
JOSEPH ABRUZZO				
CLERK OF THE CIRCUIT				
COURT & COMPTROLLER				
	By:			
By:	Maria Sachs, Mayor			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS			
By: County Attorney	By: Mi Sami Ayala-Collazo, Director Facilities Development & Operations			

ICE/First Amendment

ATTEST:

IMMIGRATION AND CUSTOMS
ENFORCEMENT

By: Digitally signed by JUAN E AGUDELO Date: 2024.07.09 17:50:61 -04'00'

Signature

By: Juan Agudelo, Deputy Field Office Director

Print Name and Title

GARRETT J RIPA Gove

HOMELAND SECURITY,

Digitally signed by GARRETT J RIPA DN: cn=GARRETT J RIPA, o=U.S. Government, ou-People, email-Garrett.J.Ripa@ice.dhs.gov, c.-US Date: 2024-07-08T18-56:52-0440

Garrett J. Ripa, Field Office Director

UNITED STATES DEPARTMENT OF

Print Name and Title

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Agreement R2019-1300 dated September 10, 2019 ("Agreement"), is made as of September 10, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the United States Marshals Service ("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 September 10, 2024 and continuing through September 9, 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.
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- 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

US Marshals/First Amendment

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:	PALM BEACH COUNTY, a political subdivision of the State of Florida			
JOSEPH ABRUZZO				
CLERK OF THE CIRCUIT				
COURT & COMPTROLLER				
	By:			
By:	Maria Sachs, Mayor			
Deputy Clerk	· •			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS			
By: County Attorney	By: MB Denne C. Agal Allo Isami Ayala-Collazo, Director Facilities Development & Operations			

US Marshals/First Amendment

ATTEST:

By: Signature

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By: Avale Michele, Som Print Name and Title UNITED STATES MARSHALS SERVICE

By:

Lennis Munchel, SDUSH

Print Name and Title