

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

**Meeting Date: October 8, 2024**

**Consent**     **Regular**  
 **Ordinance**     **Public Hearing**

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

**A)** First Amendment to the Amended and Restated Interlocal Agreement (R2019-1506) with the Village of Wellington (Village) 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 October 9, 2024 through October 8, 2029; and

**B)** First Amendment to the Amended and Restated Interlocal Agreement (R2019-1508) with St. Lucie County to extend the term of the Agreement for interoperable communications through the countywide common talk groups of the County’s System from October 9, 2024 through October 8, 2029.


**Summary:** The Agreements (R2019-1506 and R2019-1508) 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 inter-agency communications. These agreements are set to expire on October 8, 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 its corresponding agreement to October 8, 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 the Village and St. Lucie County 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 Village and St. Lucie County have been using interoperable communications through countywide common talk groups since 2002 and 2005, 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 October 8, 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 (1) renewal option remaining.

**Attachments:**

- 1. First Amendment- Village of Wellington
- 2. First Amendment – St. Lucie County

**Recommended By:**  9/11/24  
**Department Director** **Date**

**Approved By:**  9/18/24  
**County Administrator** **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes _____	No <u>X</u> _____			
<b>Is this item using Federal Funds:</b>	Yes _____	No <u>X</u> _____			
<b>Is this item using State Funds:</b>	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:**

<p><u><i>[Signature]</i></u> 9/13/24 OFMB JA 9/13 EB 9-13-24</p>	<p><u><i>[Signature]</i></u> 9/14/24 Contract Development and Control</p>
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**B. Legal Sufficiency:**

*[Signature]* 9/17/24  
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 INTERLOCAL AGREEMENT**

**THIS FIRST AMENDMENT** to the Amended and Restated Agreement R2019-1506 dated October 8, 2019 (“Agreement”), is made as of October 8, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and the Village of Wellington, 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 October 9, 2024 and continuing through October 8, 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 “Municipality radios,” are Municipality 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 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 is 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

Village of Wellington/First Amendment

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 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**

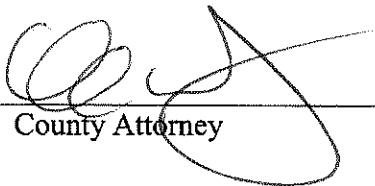
**PALM BEACH COUNTY, a political**  
**subdivision of the State of Florida**

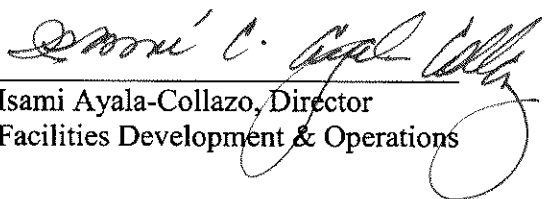
By: \_\_\_\_\_  
Deputy Clerk

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

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

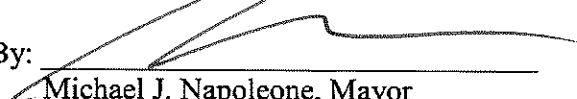
By:  \_\_\_\_\_  
County Attorney

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

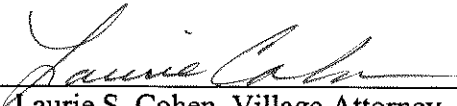
**ATTEST:**

**VILLAGE OF WELLINGTON, Florida**

By:   
Chevelle D. Hall, MMC. Village Clerk

By:   
Michael J. Napoleone, Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By:   
Laurie S. Cohen, Village Attorney

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**THIS FIRST AMENDMENT** to the Amended and Restated Agreement R2019-1508 dated October 8, 2019 (“Agreement”), is made as of October 8, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and St. Lucie County, a political subdivision of the State of Florida (“St. Lucie County”).

In consideration of the mutual promises contained herein, the County and St. Lucie County agree as follows:

1. The term of the Agreement, is renewed beginning on October 9, 2024 and continuing through October 8, 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 St. Lucie County Equipment:** Also known as “St. Lucie County radios,” are St. Lucie County 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 St. Lucie County Equipment.** The St. Lucie County’s equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County’s System. To ensure system compatibility, equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the St. Lucie County. St. Lucie County is required to keep its equipment in proper operating condition and it 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** St. Lucie County 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 St. Lucie County ’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.

St. Lucie County/First Amendment

**26.02** County shall terminate this Agreement if it has a good faith belief that St. Lucie County 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 St. Lucie County 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**

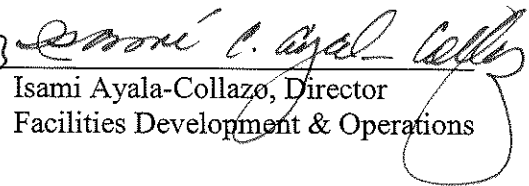
By: \_\_\_\_\_  
Deputy Clerk

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

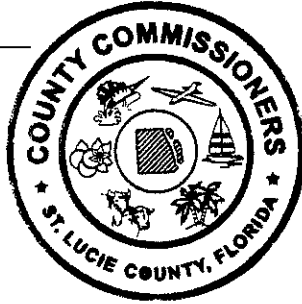
ATTEST:

ST. LUCIE COUNTY, a political  
subdivision of the State of Florida

By: Vera Smith

By: Cathy Townsend  
Cathy Townsend, Chair

Vera Smith / Deputy Clerk  
Print Name and Title



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: [Signature]  
St. Lucie County Attorney