Agenda Item #: 3H-5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 8, 2024		[X]	Consent Ordinance	[]	Regular Public Hearing
Department:	Facilities Development & Opera	tions				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Amended and Restated Interlocal Agreement (R2019-1507) with the Solid Waste Authority of Palm Beach County (Agency), 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.

Summary: The Agreement, which provides the terms and conditions under which the Agency can program its radios into and utilize the countywide common talk groups for certain types of inter-agency communications, expires on October 8, 2024. The Agreement provided for two (2) renewal options, each for a period of five (5) years. The Agency has approved the amendment to extend the term of the Agreement to October 8, 2029, and the renewal now requires approval by the Board of County Commissioners (BCC). The terms of the Agreement 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 this Agreement. The Agency is required to pay all costs associated with the Agency's subscriber units and to comply with the established operating procedures for the County's System. The Agreement may be terminated by either party, with or without cause, upon ten (10) days prior written notice to the other party. This First Amendment extends the term of the Agreement, updates standard operational provisions, and adds the E-verify provision. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (YBH)

Background and Justification: The Agency has utilized interoperable communications through countywide common talk groups since 2002. The Agreement with the Agency, which provides the terms and conditions under which the Agency can utilize the countywide common talk groups of the County's System, expires on October 8, 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 (1) remaining renewal option left.

Attachments:

First Amendment- Solid Waste Authority of Palm Beach County

Recommended By	: MR Some 1. ayal lalles	9/11/24
	Department/Director	Date
Approved By:	1/1 Bake	9/18/24
	County Administrator	Daté /

II. FISCAL IMPACT ANALYSIS

		2025	2026	2027	2028	20
Capital Expend	litures _					
Operating Cost				***************************************		
External Reven	_				***	
Program Incon	ie _		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			
(County)	(C 4					
In-Kind Match	(County _					
NET FISCAL I	MPACT _		***************************************	Administration to the state of		
# ADDITIONA POSITIONS	L FTE _			on one and an arrangement of the second		
(Cumulative)						
Is Item Include	d in Current	Budget:	Yes	No	X	
Is this item using		_	Yes	No	<u>X</u> <u>X</u>	
Is this item usin	_		Yes	No	X	
Budget Account	No: Fund	I	Dept	Unit	Object _	
	no fiscal impa ental Fiscal R		ated with th	/ /	-	_
	I	II. <u>REVI</u>	EW COM	MENTS		
A. OFMB Fi OFMB	scal and/or Co XVI 9/		Developmei		mall	/ = 9/1 Control
OFMB Legal Suf	scal and/or C XVI 9/	13/24 + 913 Esw 9-1	Developmei	nt Comments	mall	= 9/1 Control
OFMB Legal Suf Assistant	scal and/or Co	13/24 + 9/3 Esw 9-1	Developmei	nt Comments	mall	= 9/ Control

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

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

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 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** Participant Equipment: Also known as "Participant radios," are Participant 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** Participant Equipment. The Participant'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 Participant. The Participant is required to keep its equipment in proper operating condition and the Participant 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 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.

- 26.02 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.
- 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 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	PALM BEACH COUNTY, a political subdivision of the State of Florida			
COURT & COMPTROLLER				
By:	By: Maria Sachs, Mayor			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS			
By: County Attorney	By: M) Some C. Agal. Callo Isami Ayala-Collazo, Director Facilities Development & Operations			

SWA/First Amendment

ATTEST:

Signature

Sandre J. Vessalotti Clerk to the Authority

Print Name and Title

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

By:

Daniel Pellowitz, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Michael

signed by Michael W. Jones

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am the author of this

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SWA GENERAL COUNSEL

Print Name and Title