

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 22, 2024 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) First Amendment to Amended and Restated Agreement (R2019-1624) with the Town of Lantana (Lantana) to extend the term of the Agreement allowing for direct access to the County’s Public Safety Radio System (County’s System) from October 22, 2024 through October 21, 2029, with revenues totaling \$22,396.91 annually; and

B) First Amendment to Amended and Restated Agreement (R2019-1626) with the Town of Ocean Ridge (Ocean Ridge) to extend the term of the Agreement allowing for direct access to the County’s System from October 22, 2024 through October 21, 2029, with revenues totaling \$14,295.90 annually.

Summary: The Agreements (R2019-1624 and R2019-1626) set forth the terms and conditions under which each agency can directly access the County’s System. These Agreements are set to expire on October 21, 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 21, 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/Federal agencies where connection through an established municipal hub is not technically feasible. The annual fees are consistent with those being charged to the County Departments. In addition, each agency is required to pay all costs associated with its subscriber units and to comply with the established operating procedures for the System. Each respective Agreement may be terminated by either party, with or without cause on October 1<sup>st</sup> of any year, with a minimum of six (6) months’ notice. The first amendments to the respective Agreements with Lantana and Ocean Ridge extend the term of the Agreements and add 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: Lantana and Ocean Ridge have been interoperable with the County’s System since 2005 and 2008, respectively. The Agreements, which outline the terms and conditions under which each agency can directly access the County’s System, are set to expire on October 21, 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) remaining renewal option.

Attachments:

- 1. First Amendment – Town of Lantana
- 2. First Amendment –Town of Ocean Ridge

Recommended By: MB [Signature] Department Director Date: 9/29/24  
Approved By: [Signature] County Administrator Date: 9/27/24

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2025	2024	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues	(\$36,693)	(\$36,693)	(\$36,693)	(\$36,693)	(\$36,693)
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>(\$36,693)</b>	<b>(\$36,693)</b>	<b>(\$36,693)</b>	<b>(\$36,693)</b>	<b>(\$36,693)</b>
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No:

Fund	0001	Dept	410	Unit	4150	Revenue Source	4900	(\$10,441.97)
Fund	3801	Dept	411	Unit	B209	Revenue Source	3728	(\$26,250.84)

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

The revenue for Town of Lantana is based on 47 units: maintenance fee \$135.61/unit = \$6,373.67; renewal/replacement fee \$340.92/unit = \$16,023.24

The revenue for Town of Ocean Ridge is based on 30 units: maintenance fee \$135.61/unit = \$4,068.30; renewal/replacement fee \$340.92/unit = \$10,227.60.

C. Departmental Fiscal Review: *[Signature]*

## III. REVIEW COMMENTS

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

<u>ASB/ALC 9/24/24</u> OFMB	<u><i>[Signature]</i></u> Contract Development and Control
<i>ESW</i> 9-24-24	<i>9/25/24</i>

### B. Legal Sufficiency:

*[Signature]* 9/26/24  
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 R2019-1624 dated October 22, 2019 (“Agreement”), is made as of October 22, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and Town of Lantana, a municipal corporation 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 October 22, 2024 and continuing through October 21, 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

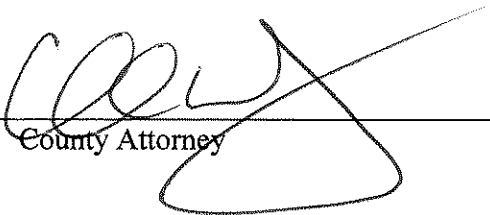
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

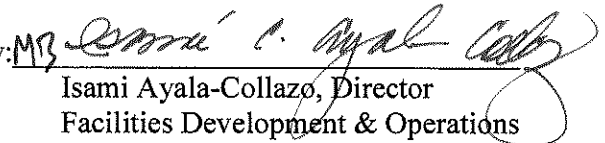
By: \_\_\_\_\_  
Deputy Clerk

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:**

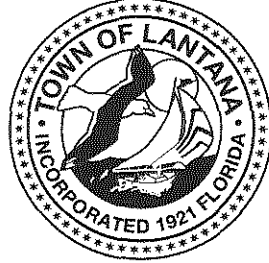
**Town of Lantana, a municipal  
corporation of the State of Florida**

By: Kathleen Dominguez  
Kathleen Dominguez, CMC, Town Clerk

By: Karen Lythgoe  
Karen Lythgoe, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
Town Attorney



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

**THIS FIRST AMENDMENT** to the Amended and Restated Agreement R2019-1626 dated October 22, 2019 ("Agreement"), is made as of October 22, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Town of Ocean Ridge, a municipal corporation 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 October 22, 2024 and continuing through October 21, 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

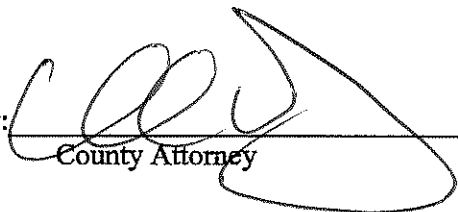
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

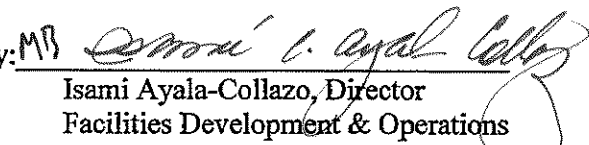
By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

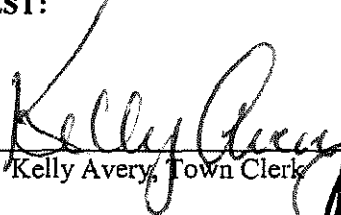
By:  \_\_\_\_\_  
Isami Ayala-Collazo, Director  
Facilities Development & Operations

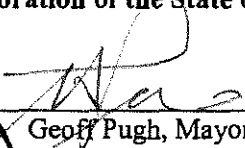
Town of Ocean Ridge/First Amendment

ATTEST:

Town of Ocean Ridge, a municipal  
corporation of the State of Florida

By:


  
Kelly Avery, Town Clerk

  
Geoff Pugh, Mayor



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:

  
Town Attorney  
Christy Goddeau, ESQ.