

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

Meeting Date: November 19, 2024

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

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Amended and Restated Interlocal Agreement (R2019-1901) (Agreement) with Florida Atlantic University Board of Trustees (Participant), 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 December 17, 2024 through December 16, 2029.

Summary: This Agreement, which provides the terms and conditions under which the Participant can program its radios into and utilize the countywide common talk groups for certain types of inter-agency communications, expires on December 16, 2024. This Agreement provides for two (2) renewal options, each for a period of five (5) years. The Participant has approved the amendment to extend the term of the Agreement to December 16, 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 Participant is required to pay all costs associated with the Participant'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 (MWJ)**

Background and Justification: The Participant has utilized interoperable communications through countywide common talk groups since 2002. The Agreement with the Participant, which provides the terms and conditions under which the Participant can utilize the countywide common talk groups of the County's System, expires on December 16, 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 remaining renewal option left.

Attachments:

First Amendment

Recommended By: Mr. Snow L. Ayala Torres 10/15/24
Department Director **Date**

Approved By: J. Baker 10/24/24
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

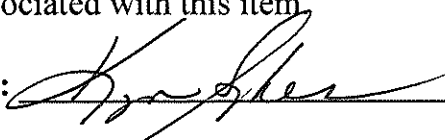
Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income	_____	_____	_____	_____	_____
(County)					
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# 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 ____ Dept ____ Unit ____ Object ____

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

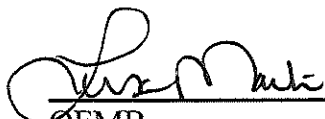
* There is no fiscal impact associated with this item.

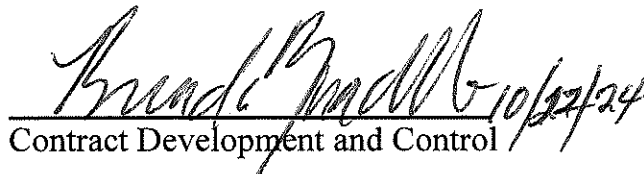
C. Departmental Fiscal Review:

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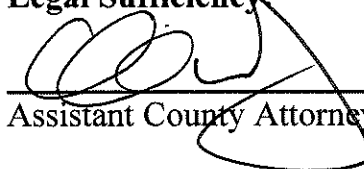
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB
 10/16/24
 GA 10/18
 MF 10/18


 Contract Development and Control
 10/22/24

B. Legal Sufficiency:


 Assistant County Attorney
 10/22/24

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 R2019-0901 dated December 17, 2019 (“Agreement”), is made as of November 19, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and Florida Atlantic University Board of Trustees (“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 December 17, 2024 and continuing through December 16, 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. To ensure system compatibility, equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Participant. Participant 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 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

FAU/First Amendment

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
COURT & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
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APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

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

ATTEST:

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**

By: *Suzanne Prescott*
Signature of Witness

Suzanne Prescott - Uni Clerk
Print Name and Title

By: *Stacy Volovich*
Signature

Stacy Volovich, Interim President
Print Name and Title

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

By: *Alida Adams*
Participant Attorney