

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date:	February 11, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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Department: Facilities Development & Operations

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** First Amendment to the Amended and Restated Interlocal Agreement (R2020-0156) (Agreement) with the Port of Palm Beach (Participant) to extend the term of the Agreement for direct access to the County’s Public Safety Radio System (System) from February 11, 2025, through February 10, 2030, with annual revenue fees totaling \$19,061.20

**Summary:** The Agreement, which provides the terms and conditions under which the Participant can directly access the System, expired on February 10, 2025, and provided for two (2) renewal options, each for a period of five (5) years. The Participant has approved the First Amendment to extend the term of the Agreement to February 10, 2030, and the renewal now requires approval by the Board of County Commissioners (BCC). The terms of this Agreement 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 County departments. In addition, 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, on October 1st of any year, with a minimum of six (6) months’ notice. This First Amendment extends the term of the Agreement and adds 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, while the maintenance fees will be added to the Maintenance and Operation Fund. **(ESS) Countywide (MWJ)**

**Background and Justification:** Since 2005, the Participant has been interoperable with the County’s System. The Agreement with the Participant, which provides the terms and conditions under which the Participant has direct access to the County’s System, expired on February 10, 2025. 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

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<b>Recommended By:</b>	<i>MB [Signature]</i>	<i>1/9/25</i>
	Department Director	Date
<b>Approved By:</b>	<i>[Signature]</i>	<i>1/28/25</i>
	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	(\$19,062)	(\$19,062)	(\$19,062)	(\$19,062)	(\$19,062)
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>(\$19,062)</b>	<b>(\$19,062)</b>	<b>(\$19,062)</b>	<b>(\$19,062)</b>	<b>(\$19,062)</b>

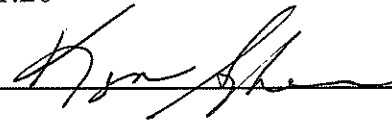
# ADDITIONAL FTE POSITIONS (Cumulative)

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 (\$5,424.40)  
 Fund 3801 Dept 411 Unit B209 Revenue Source 3728 (\$13,636.80)


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

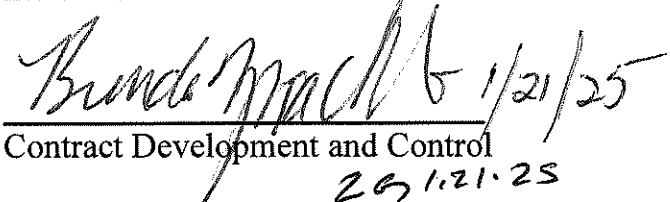
The revenue is based on 40 units: Maintenance fees are \$135.61 per unit for a total of \$5,424.40 and renewal and replacement fees are \$340.92 per unit for a total of \$13,636.80, resulting in a total of \$19,061.20

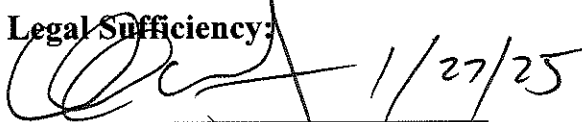
C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 1/17/2025  
 OFMB GA 1/17  
ESW 1-17-25

 1/21/25  
 Contract Development and Control  
26 1.21.25

B. Legal Sufficiency:  
 1/27/25  
 Assistant County Attorney

C. Other Department Review:  
 \_\_\_\_\_  
 Department Director

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

**THIS FIRST AMENDMENT** to the Amended and Restated Agreement R2020-0156 dated February 11, 2020 (“Agreement”), is made as of February 11, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and Port of Palm Beach, a special taxing district and political subdivision 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 February 11, 2025 and continuing through February 10, 2030, 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:

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


**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER**

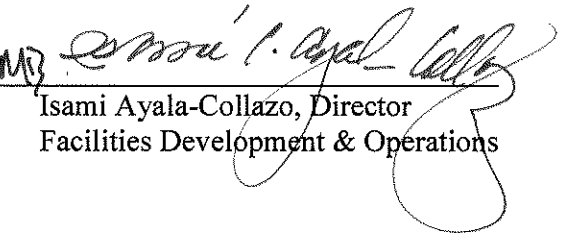
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria G. Marino, 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:

**PORT OF PALM BEACH, a special  
taxing district and political subdivision of  
the State of Florida**

By: Jaquelin Machado  
Signature

By:   
Signature

By: JACQUELIN MACHADO -  
Print Name and Title DISTRICT  
CLERK

By: BLAIR EIKLIN - CHAIR  
Print Name and Title