

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

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**Meeting Date:**         **March 11, 2025**                                  **Consent**          **Regular**  
    **Ordinance**        **Public Hearing**

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**Department:**         **Facilities Development & Operations**

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**I. EXECUTIVE BRIEF**

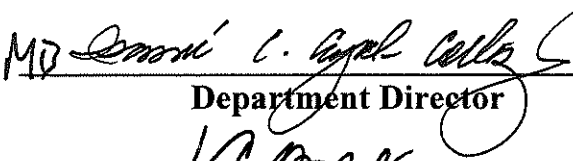
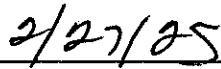
**Motion and Title:** **Staff recommends motion to approve:** First Amendment to Interlocal Agreement (R2020-0313) (Agreement) with the Village of Palm Springs (Village), to extend the term of the Agreement for radio maintenance service from March 17, 2025, through March 16, 2030.

**Summary:** This Agreement, which provides the terms and conditions under which the Village receives radio equipment maintenance services from the County, expires on March 16, 2025. This Agreement provides for two (2) renewal options, each for a period of five (5) years. The Village has approved the amendment to extend the term of the Agreement to March 16, 2030, and the renewal now requires approval by the Board of County Commissioners (BCC). The terms of the Agreement are standard and the maintenance rates are consistent with those being charged to County departments. Services will be provided on an as-needed basis and billed to the Village. In the event that the County must outsource the labor, a separate labor rate is provided to cover the cost of the contract labor. The rates may be adjusted annually with notification by June 1<sup>st</sup> (effective the following October 1<sup>st</sup>) at the County's sole discretion, but in no event shall the Village's fee schedule exceed the fee schedule applied to County departments. The Agreement may be terminated by either party, with or without cause, provided a minimum of three (3) months' notice is given. 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. **(ESS)**  
**Countywide (MWJ)**

**Background and Justification:** Since 2005, the Village has utilized the County's Facilities Development & Operations/Electronic Services & Security Division (FDO/ESS) for the maintenance of its public safety radio assets rather than outsourcing to a private firm. The Village also maintains interoperability with the County's Public Safety Radio System through a separate direct access agreement. No additional personnel will be required within FDO/ESS to perform these services. After approval of this First Amendment, there is one (1) remaining renewal option left.

**Attachment:**  
First Amendment

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Recommended By:	 Department Director	 Date
Approved By:	 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)	*0 _____	0 _____	0 _____	0 _____	0 _____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes _____	No _____	Yes _____	No <u>X</u> _____	
<b>Is this item using Federal Funds:</b>	Yes _____	No _____	Yes _____	No <u>X</u> _____	
<b>Is this item using State Funds:</b>	Yes _____	No _____	Yes _____	No <u>X</u> _____	

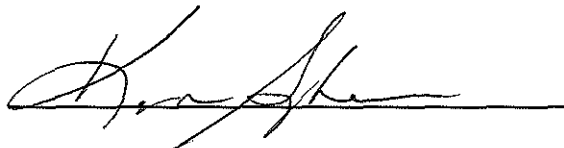
Budget Account No:

Fund 0001 Dept 410 Unit 4150 Object 4900

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

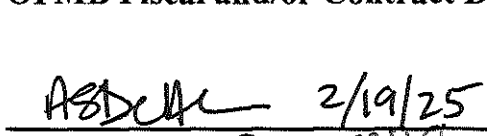
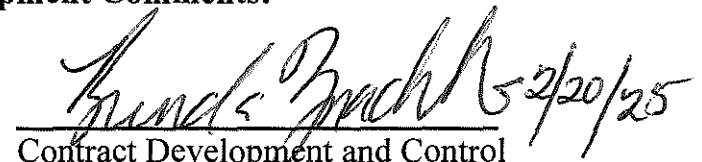
\* Services will be provided on an "as needed" basis and will be billed to the Village for reimbursement.

**C. Departmental Fiscal Review:**

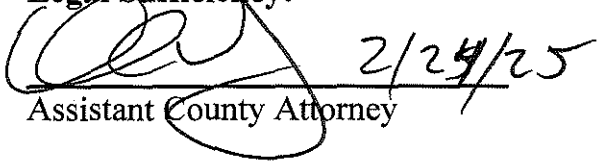


**III. REVIEW COMMENTS**

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

<p> 2/19/25 OFMB JA 2/19 EJW 2-19-25</p>	<p> 2/20/25 Contract Development and Control TG 2.20.25</p>
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**B. Legal Sufficiency:**

 2/24/25  
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 R2020-0313 dated March 17, 2020 (“Agreement”), is made as of March 11, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and The Village of Palm Springs, 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 March 17, 2025 and continuing through March 16, 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 24: 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.

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)

Village of Palm Springs/First Amendment – Maintenance

**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**

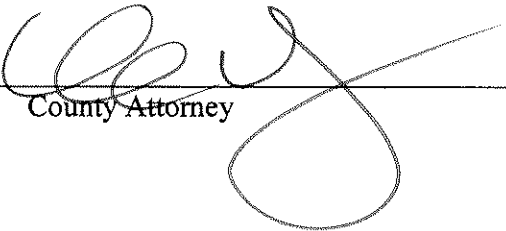
**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER**

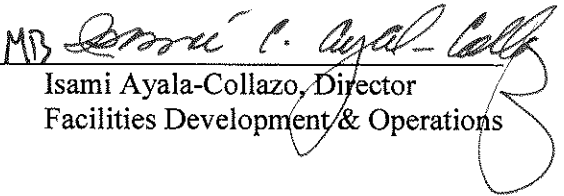
By: \_\_\_\_\_  
Deputy Clerk

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

**Village of Palm Springs, municipal  
corporation of the State of Florida**

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

By: Christy Goddeau  
Christy Goddeau (Feb 18, 2025 13:38 EST)

By: Bev Smith  
BEV SMITH (Feb 18, 2025 15:08 EST)  
Bev Smith, Mayor

**CHRISTY GODDEAU, VILLAGE ATTORNEY**  
Print Name and Title