

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 8, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department: Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) First Amendment to the Agreement with Palm Beach State College (PBSC) (R2020-0430) to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County’s Public Safety Radio System (County’s System) from May 5, 2025 through May 4, 2030; and
- B) First Amendment to the Agreement with the City of West Palm Beach (CWPB) (R2020-0512) to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County’s System from May 5, 2025 through May 4, 2030.

Summary: These Agreements (R2020-0430 and R2020-0512), which provide the terms and conditions under which each participant can program its radios and utilize the countywide common talk groups for certain inter-agency communications, are set to expire on May 4, 2025. Each Agreement provides for two (2) renewal options, each for a period of five (5) years. Each participant has approved an amendment to extend the term of its respective Agreement to May 4, 2030, and the renewal now requires 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 with 800 MHz trunked radio capabilities. There are no charges associated with these Agreements. Each participant is required to pay all costs associated to its subscriber units and to comply with established operating procedures for the County’s System. Each Agreement may be terminated by either party, with or without cause, upon ten (10) days’ notice. The First Amendment to the Agreement with PBSC extends the term of the Agreement, updates the Notices section, and adds the E-Verify provision. The First Amendment to the Agreement with CWPB 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: PBSC has utilized interoperable communications since 2014, while CWPB has participated since 2003. These Agreements, which establish the terms and conditions under which each participant can utilize the countywide and common talk groups of the County’s System, will expire on May 4, 2025. Each Agreement provides for two (2) renewal options, each for a period of five (5) years. After approval of each First Amendment, there is one (1) remaining renewal option.

Attachments:

1. First Amendment to Agreement - Palm Beach State
2. First Amendment to Agreement - City of West Palm Beach

Recommended By: <u>MR. [Signature]</u>	<u>3/04/25</u>
Department Director	Date
Approved By: <u>[Signature]</u>	<u>3/17/25</u>
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	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No:
Fund _____ Dept _____ Unit _____ Revenue Source _____
Fund _____ Dept _____ Unit _____ Revenue Source _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
*There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: Karen Sykes

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lisa Mante 3/12/2025
OFMB
JA 3/12
ESW 3-12-25
Brandy Brach 3/14/25
Contract Development and Control
3-14-25

B. Legal Sufficiency:
Wally 3/17/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Interlocal Agreement R2020-0430 dated May 05, 2020 ("Agreement"), is made as of April 8, 2025, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and The District Board of Trustees of Palm Beach State College, a Florida College System Institution ("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 May 5, 2025 and continuing through May 4, 2030, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 13 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Participant:

Delsa R. Bush, Ph.D.
Director of Security and Risk Management
Palm Beach State College
4200 Congress Avenue
Lake Worth, Florida 33467
(561) 868-3910
bushd@palmbeachstate.edu

Geovanni J. Denis
Interim General Counsel
Palm Beach State College
4200 Congress Avenue
Lake Worth, Florida 33467
561.868.3502
denisg@palmbeachstate.edu

3. 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.

4. 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

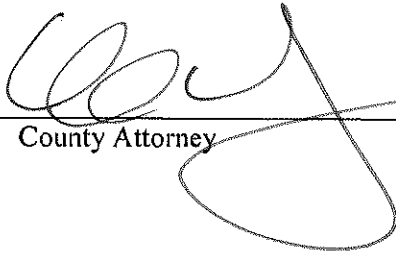
PALM BEACH COUNTY, a political
subdivision of the State of Florida

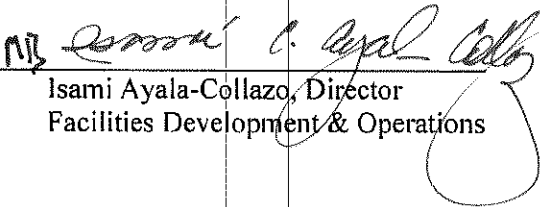
By: _____
Deputy Clerk

By: _____
Maria 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:

**PARTICIPANT: THE DISTRICT
BOARD OF TRUSTEES OF PALM
BEACH STATE COLLEGE, a Florida
College System Institution.**

By: Robert L. Rymasz
Witness Signature

By: James Duffie
James Duffie, CPA, Vice President of
Finance and Administration

APPROVED AS TO LEGAL SUFFICIENCY:

By: Geovanni J. Denis
Geovanni J. Denis, Interim General Counsel



**PALM BEACH STATE
COLLEGE**

**OFFICE OF
THE PRESIDENT**

4200 Congress Avenue
Lake Worth, FL 33461

561.868-3501 Office
561-868-3504 Fax

MEMORANDUM

Date: March 26, 2024

To: James E. Duffie, Vice President, Finance and Administration
Jennifer Alvarez, Procurement Director

From: Ava L Parker, J.D., President 

Re: Delegation of Authority

In accordance with Palm Beach State College Board Policies 1.31 and 4.11, the President may delegate the authority to execute contracts and approve award recommendations or reject bids and proposals to appropriate College staff up to the amount specified in Section 287.017, Florida Statutes, for Category Five.

Execution of Contracts

Contracts previously awarded pursuant to Board Policy may be executed by the staff noted below:

- Contracts of all values awarded by the District Board of Trustees may be executed by the President or designee.
- Contracts valued between \$65,001 and \$325,000 may be executed by the Vice President of Finance and Administration.
- Contracts valued up to \$65,000 may be executed by the Procurement Director.

Recommendations for Award or Rejection

Recommendations to award or reject contracts up to the amount specified in Section 287.017, Florida Statutes, for Category Five may be approved by the Procurement Director.

Authorization to Issue Purchase Orders

The Procurement Director is hereby authorized to approve all purchasing requisitions and purchase orders once appropriate approvals are granted pursuant to Policy. The Procurement Director may further delegate approval authority of requisitions and purchase orders to staff as appropriate.

Emergency Procurement

The Procurement Director is hereby authorized, up to the amount specified in Section 287.017, Florida Statutes, for Category Five to waive solicitation requirements in emergencies when there

is an imminent threat to students, employees, or public safety, or to prevent damage to the facilities caused by unexpected circumstances, or to ensure continuity of operations.

The President may authorize the waiver of solicitation requirements and approve necessary procurement actions valued above the amount specified in Section 287.017, Florida Statutes, for Category Five in emergencies when there is an imminent threat to students, employees, or public safety, or to prevent damage to the facilities caused by unexpected circumstances, or to ensure continuity of operations.

President's Designee during Absence

During absences from office, the Vice President of Finance and Administration is my authorized designee to execute all authorities enumerated herein.

Previous Delegations Rescinded

All previous delegations of authority related to procurement actions are hereby rescinded and superseded by this delegation.

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

WPB 24574

THIS FIRST AMENDMENT to the Amended and Restated Interlocal Agreement R2020-0512 dated May 5, 2020 ("Agreement"), is made as of April 8th, 2025, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of West Palm Beach a municipal corporation of the State of Florida ("Municipality").

In consideration of the mutual promises contained herein, the County and Municipality agree as follows:

1. The term of the Agreement, is renewed beginning on May 5, 2025, and continuing through May 4, 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 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Municipality 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 Municipality'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 Municipality 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 Municipality 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

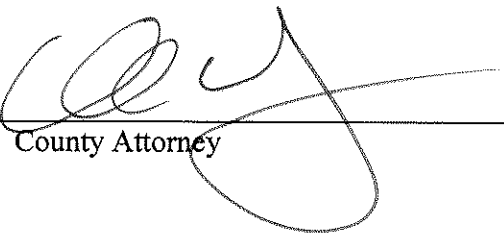
PALM BEACH COUNTY, a political
subdivision of the State of Florida

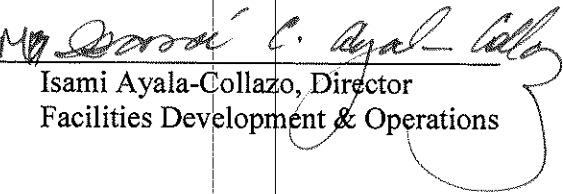
By: _____
Deputy Clerk

By: _____
Maria 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:

CITY OF WEST PALM BEACH,
Florida.

By: 
Signature

Shageta Edwards, City Clerk
Print Name and Title

By: 
Signature

KEITH A. JAMES - MAYOR
Print Name and Title

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Attorney CITY ATTORNEY'S OFFICE