

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

Meeting Date: April 8, 2025

Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Agreement (R2020-0432) with Rural/Metro Fire Dept., Inc. (Participant) to extend the term of the Agreement for interoperable communications through the countywide emergency medical services (EMS) and common talk groups of the County’s 800 MHz Radio System (County’s System) from May 5, 2025 through May 4, 2030.

Summary: The Agreement, which provides the terms and conditions under which the Participant can program its radios and utilize the countywide EMS and common talk groups for certain types of inter-agency communications, expires on May 4, 2025. The 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 its Agreement to May 4, 2030, 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/Federal agencies and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement, but 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. The Agreement provides for an initial term of five (5) years or until the expiration or termination of Participant’s Certificate of Public Convenience and Necessity, whichever comes first. 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: The Participant has utilized interoperable communications through the countywide common talk groups since 2020. This Agreement provides interoperability via use of the countywide EMS and common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Participant is being permitted such use because it has contracted Sikorski Aircraft to provide Advanced Life Support and Emergency Medical Services for that community. The Participant will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such, there is no capacity impact to the County and hence no charges associated with this Agreement.

Attachments:

First Amendment

Recommended By: MB [Signature] 3/26/25
Department Director Date

Approved By: CBaker 3/19/25
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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	*	_____	_____	_____	_____

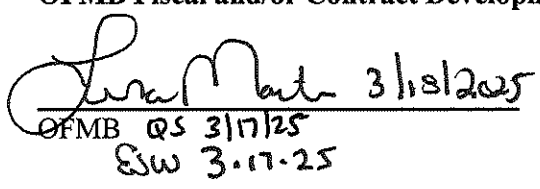
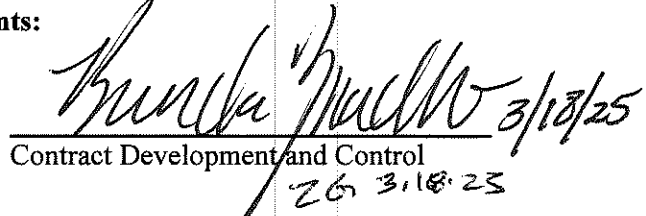
Is Item Included in Current Budget: Yes _____ No X
Is this item using Federal Funds: Yes _____ No X
Is this item using State Funds: Yes _____ No X

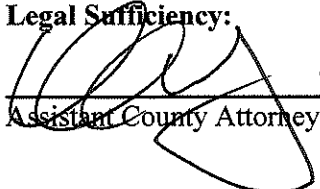
Budget Account No:
 Fund _____ Dept _____ Unit _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:
 OFMB QS 3/17/25 ESW 3.17.25
 Contract Development and Control 26 3.18.25

B. Legal Sufficiency:
 3/19/25
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

As to the Participant:
Rural/Metro Fire Dept., Inc.
Attn: Specialty Fire Regional Director
1614 Bayshore Road
Nokomis, FL 34275
Allen.Ward@ruralmetrofire.com

With a Copy to:
Brindle Fire Services, Inc.
Attn: Legal
15410 U.S. Hwy 231
Union Grove, AL 35175

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.

SECTION 27: DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Participant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

SECTION 28: HUMAN TRAFFICKING AFFIDAVIT

Participant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Participant has executed **Exhibit "A"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Rural/Metro Fire Department Inc/First Amendment-EMS Talk Group

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)

Rural/Metro Fire Department Inc/First Amendment-EMS Talk Group

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

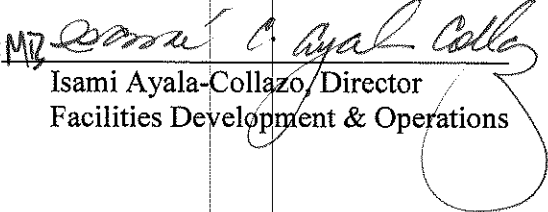
By: _____
Deputy Clerk

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

WITNESS:

By: Michelle Engel
Witness Signature

Michelle Engel, Mail agent
Print Name and Title

WITNESS:

By: Danielle Bailey
Witness Signature

Danielle Bailey, Asst. Mgr.
Print Name and Title

RURAL/METRO FIRE DEPT., INC,

By: Michael Ragone
Michael Ragone, President,
Chief of Fire Services

EXHIBIT "A"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of RURAL METRO FIRE DEPT.
(Participant) and attest that Participant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

Michael Raboué
(signature of officer or representative)
representative)

MICHAEL RABOUÉ CHIEF
(printed name and title of officer or
representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 26th day of February, 2025, by Michael Raboué.

Personally known OR produced identification .

Type of identification produced Fla Dr's license.

Valerie Kaiser
NOTARY PUBLIC
My Commission Expires: July 23, 2025
State of Florida at large

