

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

<b>Meeting Date:</b> May 6, 2025	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
	<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**


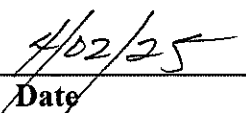

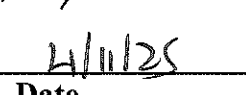
**Motion and Title: Staff recommends motion to approve:** First Amendment to the Amended and Restated Agreement (R2020-0766) with Titan International Security Services, Inc., (Participant) to extend the term of the Agreement for interoperable radio communications through the countywide emergency medical services (EMS) and common talk groups of the County's Public Safety Radio System (System) from July 7, 2025, to July 6, 2030.

**Summary:** The Agreement, which provides the terms and conditions under which the Participant can program its radios to utilize the countywide EMS and common talk groups for certain inter-agency communications, expires on July 6, 2025. The Agreement provided 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 July 6, 2030, and the renewal now requires approval by the Board of County Commissioners (BCC). The Participant is permitted such use because it has obtained a Certificate of Public Convenience and Necessity (COPCN) and has contracted with Admirals Cove Golf Village to provide Advanced Life Support and Essential Emergency Medical Services. 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 the Agreement. The Participant is required to pay all costs associated with its subscriber units and to comply with established operating procedures for the System. The Agreement may be terminated by either party, with or without cause, upon ten (10) days' notice, or it shall automatically terminate if the Participant's COPCN expires or is revoked. This First Amendment extends the term of the Agreement, updates the Termination provision 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 Agency has utilized interoperable communications through countywide EMS and common talk groups since 2018. The Agreement with the Participant, which provides the terms and conditions under which the Participant can utilize the countywide EMS and common talk groups of the County's System, expires on July 6, 2025. The Agreement provided for two (2) renewal options, each for a period of five (5) years. After approval of this First Amendment, one (1) renewal option will remain.

**Attachments:**

First Amendment

<b>Recommended By:</b>		
	<b>Department Director</b>	<b>Date</b>
<b>Approved By:</b>		
	<b>County Administrator</b>	<b>Date</b>

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 S. Lee

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lisa M. ... 4/7/2025  
OFMB  
JH 4/8  
ESW 4.7.25

Heidi ... 4/8/25  
Contract Development and Control  
Z6A.8.25

B. Legal Sufficiency:

[Signature] 4/10/25  
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 AGREEMENT

**THIS FIRST AMENDMENT** to the Amended and Restated Agreement (R2020-0766) dated July 7, 2020 (“Agreement”) is made as of May 6, 2025, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Titan International Security Services, Inc., a corporation licensed to do business in the State of Florida (“Participant”), with a Federal Tax ID number of 20-0933144.

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 July 7, 2025, and continuing through July 6, 2030, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

### SECTION 12: TERMINATION

This Agreement shall automatically terminate if Participant’s COPCN expires or is revoked. This Agreement may also be terminated by either party, with or without cause, upon ten (10) days written notice to the other party. Upon COPCN expiration/revocation or notice of termination, the System Manager will proceed to disable the Participant’s radios from the County’s System. It will be the responsibility of the Participant to reprogram the Participant’s radios removing the County’s System information from the radios. The Participant will complete reprogramming the Participant’s radios within sixty (60) days of the date of termination. A Participant with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

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.

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

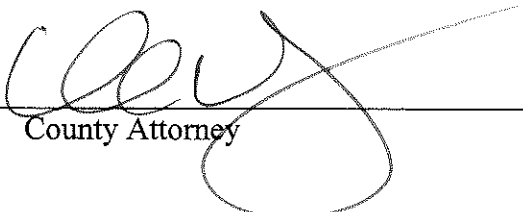
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

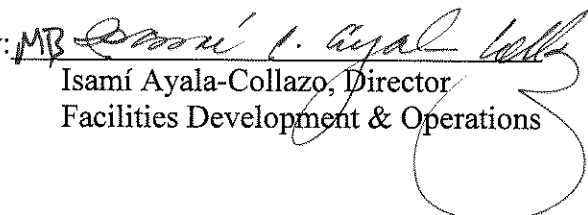
By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

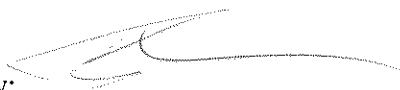
APPROVED AS TO TERMS AND  
CONDITIONS

By:  \_\_\_\_\_  
County Attorney

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

ATTEST:


**TITAN INTERNATIONAL SECURITY  
SERVICES, INC., a corporation licensed  
to do business in the State of Florida**

By:   
Signature

Ronda Neutra, CFO  
Print Name and Title

By:   
Scott Duchene, CEO

ATTEST:

By:   
Signature

Kayla Locarno, Admin  
Print Name and Title

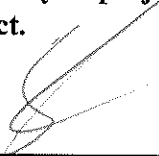
EXHIBIT "A"

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 Titan International Security Services, Inc.  
(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.

  
\_\_\_\_\_

(signature of officer or representative)  
representative)

Scott Duchene, CEO


(printed name and title of officer or

State of Florida, County of Palm Beach

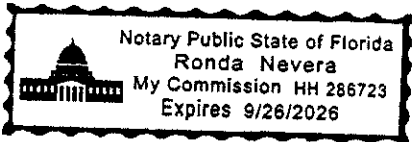
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization  
this, 10 day of March, 2025, by Scott Duchene.

Personally known ☒ OR produced identification ☐.

Type of identification produced \_\_\_\_\_.

  
\_\_\_\_\_

NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large



(Notary Seal)