

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 10, 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:

First Amendments to the respective Amended and Restated Interlocal Agreements for interoperable communications through the countywide common talk groups of the County’s Public Safety Radio System, to extend the term of the agreements and incorporate the County’s standard E-Verify provision, with the following municipalities:

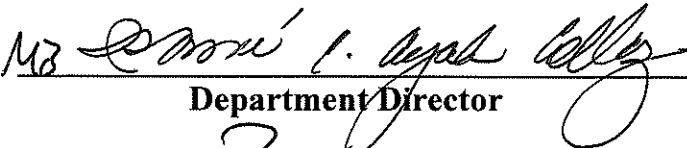
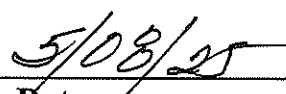
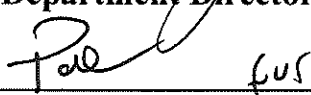
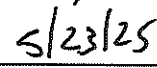
- A) City of Atlantis (R2020-0772), extending through July 6, 2030;
- B) Town of Juno Beach (R2020-0771), extending through July 6, 2030;
- C) Town of Jupiter (R2020-0770), extending through July 6, 2030;
- D) Town of Palm Beach (R2020-0769), extending through July 6, 2030; and

Summary: The Agreements, which provide the terms and conditions under which each Municipality can program its radios and utilize the countywide common talk groups for certain inter-agency communications, are set to expire. Each Agreement provides for two (2) renewal options, each for a period of five (5) years. Each Municipality has approved an amendment to extend the term of its Agreement, and the renewal now requires approval by the Board of County Commissioners (BCC). The terms of the Agreements are standard and have been offered to all municipalities and local branches of State/Federal agencies with Project 25 (P25) radio capabilities in the 800 MHz spectrum. There are no charges associated with these Agreements. Each Agreement may be terminated by either party, with or without cause, upon ten (10) days’ notice. These First Amendments extend the term of each Agreement and add the County’s standard E-Verify provision. Other than the changes set forth herein, all other terms remain the same. **(ESS) Countywide (MWJ)**

Background and Justification: These Agreements provide interoperability via use of the countywide common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. These Agreements are set to expire on July 6, 2025. For over ten (10) years, these Municipalities have utilized interoperable communications through the countywide common talk groups. Each Agreement provides for two (2) renewal options, each for a period of five (5) years, with the option to renew subject to mutual approval by both parties. After the approval of each First Amendment, one (1) renewal option will remain.

Attachments:

- 1. First Amendment - City of Atlantis
- 2. First Amendment - Town of Juno Beach
- 3. First Amendment - Town of Jupiter
- 4. First Amendment - Town of Palm Beach

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	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS					
(Cumulative)					
Is Item Included in Current Budget:	Yes	_____	No	<u>X</u>	
Is this item using Federal Funds:	Yes	_____	No	<u>X</u>	
Is this item using State Funds:	Yes	_____	No	<u>X</u>	

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____

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
5/13/2025
QA 5/12
ESW 5-13-25


Contract Development and Control
5/13/25
ZG 5/13/25

B. Legal Sufficiency: 
Assistant County Attorney
5/14/25

C. Other Department Review:

Department Director

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

ATTACHMENT 1

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Interlocal Agreement (R2020-0772) dated July 7, 2020 (“Agreement”) is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and City of Atlantis, 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 July 7, 2025, and continuing through July 6, 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

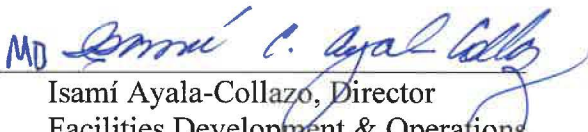
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS AND
CONDITIONS

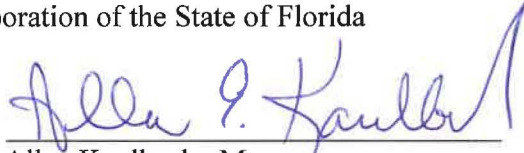
By: _____
County Attorney

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

ATTEST:

CITY OF ATLANTIS, a municipal
corporation of the State of Florida

By: 
Kristen Puhalainen, Clerk

By: 
Allan Kaulbach, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

By: 
Attorney

ATTACHMENT 2



FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Interlocal Agreement (R2020-0771) dated July 7, 2020 (“Agreement”) is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Town of Juno 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 July 7, 2025, and continuing through July 6, 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:

TOWN OF JUNO BEACH, a municipal
corporation of the State of Florida

By: 
Caitlin E. Copeland-Rodriguez, MMC
Town Clerk

By: 
Peggy Wheeler, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Attorney



ATTACHMENT 3

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Interlocal Agreement (R2020-0770) dated July 07, 2020 (“Agreement”) is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Town of Jupiter, 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 July 7, 2025, and continuing through July 6, 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

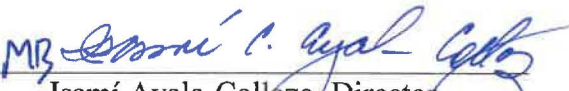
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

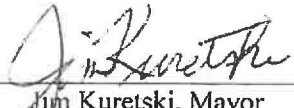
By: _____
County Attorney

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


ATTEST:

**TOWN OF JUPITER, a municipal
corporation of the State of Florida**

By: 
Laura Cahill, Town Clerk

By: 
Jim Kuretski, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Town Attorney
Thomas J. Baird



ATTACHMENT 4

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Interlocal Agreement (R2020-0769) dated July 7, 2020 (“Agreement”) is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Town of 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 July 7, 2025, and continuing through July 6, 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:

TOWN OF PALM BEACH, a municipal corporation of the State of Florida

By: Kelly Churney
Kelly Churney, Town Clerk

By: Kirk W. Blouin
Kirk W. Blouin, Town Manager



APPROVED AS TO LEGAL SUFFICIENCY:

By: [Signature]
Attorney