

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 8, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

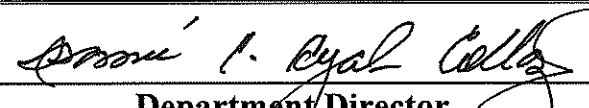
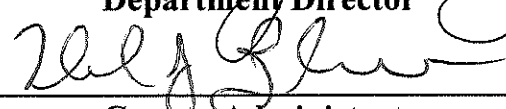
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A First Amendment to Interlocal Agreement (R2020-0825) with the Town of Jupiter Inlet Colony (Town) to extend the term of the Agreement for interoperable communications through the countywide common groups of the County’s Public Safety Radio System from July 14, 2025 to July 13, 2030.

Summary: The Agreement, which provides the terms and conditions under which the Town can program its radios and utilize the countywide common talk groups for certain inter-agency communications, is set to expire on July 13, 2025. The Agreement provides for two (2) renewal options, each for a period of five (5) years. The Town has approved a renewal to extend the term of the Agreement and the same 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 with Project 25 radio capabilities in the 800 MHz spectrum. There are no charges associated with the Agreement. The Agreement may be terminated by either party, with or without cause, upon ten (10) days’ notice. This First Amendment extends the term of the Agreement, updates the standard Non-Discrimination provision, and adds 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: The Agreement provides 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, is set to expire on July 13, 2025. The Agreement provides 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

Recommended By:	<u>MD </u>	<u>6/11/25</u>
	Department Director	Date
Approved By:	<u></u>	<u>6/28/25</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

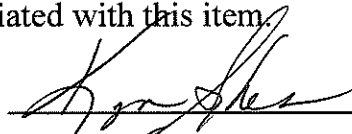
Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income	_____	_____	_____	_____	_____
(County)					
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</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 _____ Object _____
Program _____

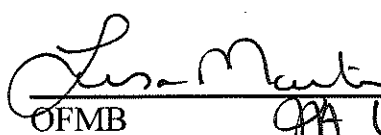
B. Recommended Sources of Funds/Summary of Fiscal Impact:

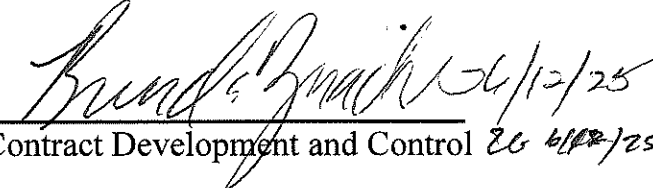
There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: 

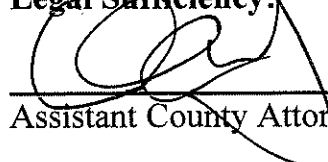
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 6/12/2025
OFMB PA 6/12
6-12-25

 6/12/25
Contract Development and Control 26 6/12/25

B. Legal Sufficiency:

 6/17/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Amended and Restated Interlocal Agreement (R2020-0825) dated July 14, 2020 ("Agreement") is made as of July 8, 2025, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Town of Jupiter Inlet Colony, 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 14, 2025, and continuing through July 13, 2030, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 20 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

3. 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.

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 Municipality and County.

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

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


By: MJ Isami L. Ayala Collazo
Isami Ayala-Collazo, Director
Facilities Development & Operations

Town of Jupiter Inlet Colony/First Amendment- MPSCC Talk Group

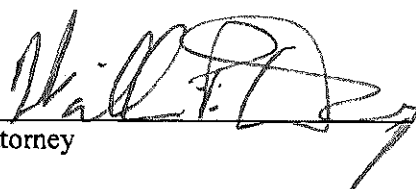
ATTEST:

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

By: 
Witness

By: 
Mark Ciarfella, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Attorney