

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

Meeting Date: January 6, 2026

[X] Consent

☐ Regular

[] Ordinance

[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) First Amendment to the Interlocal Agreement (Agreement) with the City of Boca Raton (R2021-0179) (City) to extend the term of the Agreement, authorizing the City to utilize specific components of the County's Public Safety Radio System (System), from February 2, 2026, through February 1, 2031, with a Fiscal Year (FY) 2026 pro-rata share of \$32,910.36; and**
- B) First Amendment to the Agreement with the City of Delray Beach (R2021-0420) (City) to extend the term of the Agreement, authorizing the City to utilize specific components of the System, from February 2, 2026, through February 1, 2031, with a FY 2026 pro-rata share of \$19,447.56.**

Summary: The Agreements (R2021-0179 and R2021-0420) provide the standard terms and conditions under which each City is authorized to access and use certain components of the System to achieve interoperability. These Agreements will expire on February 1, 2026. Each Agreement provides for two (2) renewal options, each for a period of five (5) years. Each City has approved its respective Amendment to extend the term of the Agreement to February 1, 2031, and the renewal now requires approval by the Board of County Commissioners (BCC). Each Agreement requires the City to pay its pro rata share of the operation and maintenance costs associated with the County's SmartZone™ Controllers, which were installed to provide interoperability between the Cities' and the County's individual systems. Each City pays a pro rata share based on the number of active talk groups it operates. The City of Boca Raton will pay \$32,910.36 and the City of Delray will pay \$19,477.56. These amounts fully offset the County's costs, resulting in no net fiscal impact. Each Agreement may be terminated by the County for cause or by the City, with or without cause, with a minimum of sixty (60) days' notice. Each First Amendment extends the term of its respective Agreement and modifies standard Non-Discrimination and E-Verify provisions. Other than the changes set forth herein, all other terms remain the same.

(ESS) Countywide (MWJ)

Background and Justification: On June 20, 2000 (R2000-0838), the BCC initially approved an Agreement establishing the parameters by which the County would make specific components of its System available to the Cities. The BCC subsequently approved two (2) Amendments (R2001-0199 and R2003-0174), an extension option (R2008-0051), and an updated Agreement (R2011-0737). Each City has been connected to the System for over 25 years. Each Agreement provides for two (2) renewal options, each for a period of five (5) years. After approval of each First Amendment, one (1) renewal option remains.

Attachments:

1. First Amendment – City of Boca Raton
2. First Amendment – City of Delray Beach

Recommended By: MD

Department Director

12/8/25

Date _____

Approved By:

Deputy County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$52,388	\$52,388	\$52,388	\$52,388	\$52,388
External Revenues	(\$52,388)	(\$52,388)	(\$52,388)	(\$52,388)	(\$52,388)
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	0001	Dept	410	Unit	4150	Object	3401
Fund	0001	Dept	410	Unit	4150	Revenue Source	4900

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


The FY 2026 operations and maintenance costs for the SmartZone™ Controller are \$52,388, a pro rata portion of the County's total estimated annual cost of \$90,000. Each City is paying a pro rata share of the FY2026 operation and maintenance costs associated with the SmartZone™ Controller based on the number of talk-groups the City operates. The amount paid by the City each year may fluctuate slightly as it adds/deletes talk groups.

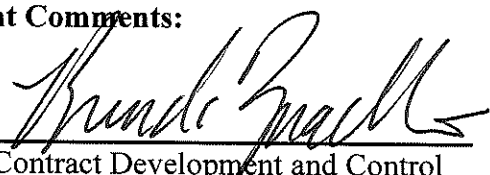
- City of Boca Raton pro rata share: \$32,910.36
- City of Delray pro rata share: \$19,477.56

C. Departmental Fiscal Review: 

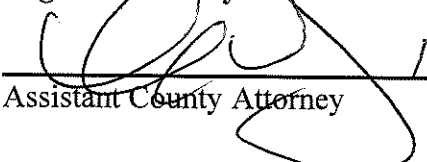
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 12/16/25
OFMB 12/11

 12/17/25
Contract Development and Control
12-17-25 TW

B. Legal Sufficiency:

 12/23/25
Assistant County Attorney

C. Other Department Review:

Department Director

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

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Interlocal Agreement (R2021-0179) dated February 2, 2021, ("Agreement") is made as of January 16, 2026, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and City of Boca Raton, a municipal corporation existing under the laws of the State of Florida ("City").

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

1. The term of the Agreement is renewed beginning on February 2, 2026, and continuing through February 1, 2031, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 22 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 22: 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 City 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. Section 29 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 29: E-VERIFY – EMPLOYMENT ELIGIBILITY

29.01 City 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 City'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.

29.02 County shall terminate this Agreement if it has a good faith belief that City 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 City 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:

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: MB _____
Jason Crosby, Acting Director
Facilities Development & Operations

ATTEST:

CITY OF BOCA RATON, a municipal
corporation existing under the laws of the
State of Florida

By: Mary Siddons
Mary Siddons, City Clerk

By: Scott Singer
Scott Singer, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: Christopher R. Fernandez
City Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Interlocal Agreement (R2021-0420) dated April 6, 2021 ("Agreement") is made as of January 6, 2026, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and City of Delray Beach, a municipal corporation existing under the laws of the State of Florida ("City").

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

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MICHAEL A. CARUSO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

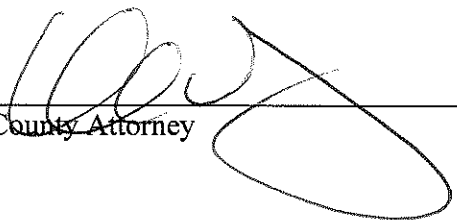
PALM BEACH COUNTY, a political
subdivision of the State of Florida


By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

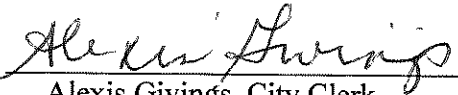
APPROVED AS TO TERMS AND
CONDITIONS


By:  _____
County Attorney

By:  _____
Jason Crosby, Acting Director
Facilities Development & Operations

ATTEST:

**CITY OF DELRAY BEACH, a municipal
corporation existing under the laws of the
State of Florida**

By: 
Alexis Givings, City Clerk

By: 
Terrence R. Moore, ICMA-CM

Approved as to form legal sufficiency:

By: 
Lynn Geary, City Attorney

