

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: October 6, 2026	☒ [X]	Consent	☐ []	Regular
	☐ []	Ordinance	☐ []	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Electronic Security Services

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Interlocal Agreement with the Town of Ocean Ridge (Town) to provide radio equipment maintenance services for the period November 1, 2026 through October 31, 2031 with one (1) renewal option, for a period of five (5) years.

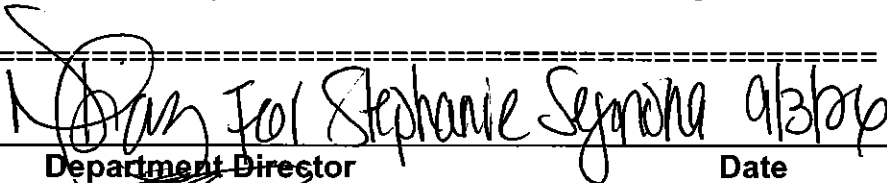
Summary: Interlocal Agreement (Agreement) (R2021-1427) establishes the terms and conditions under which the Town receives radio equipment maintenance services from Palm Beach County (County), and it expires on October 31, 2026. The Agreement provides for two (2) additional five (5) year renewal options which require the approval of both parties. The Town has approved a renewal, pending approval by the Board of County Commissioners (BCC). The terms of the Agreement are standard, and the maintenance rates are consistent with those being charged to County Departments. In the event that the County must outsource labor, a separate labor rate is provided to cover the cost of the contract labor. The rates may be adjusted annually with notification by June 1st (effective the following October 1st) at the County's sole discretion, but in no event shall the Town's fee schedule exceed the fee schedule applied to the County departments. This First Amendment, updates Notices, Non-Discrimination, and E-Verify provisions. It also adds standard County provisions related to Disclosure of Foreign Gifts and Digital Accessibility. Countywide (RS)

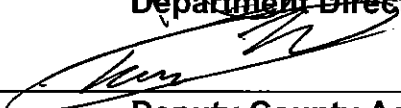
Background and Justification: The County has provided radio maintenance services to the Town since April 1, 2008. The Town determined that utilizing the County's Public Safety/Electronic Services & Security Division (PSD/ESS) for maintenance of its public safety radio assets is beneficial and cost-effective. The Town has also been interoperable with the County's Public Safety Radio System since 2005. In lieu of outsourcing these maintenance services to a private firm, the Town elected to continue using PSD/ESS. Additional County personnel has not been required to provide these services since inception.

Attachment:

- 1) First Amendment to Interlocal Agreement with Town of Ocean Ridge

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Recommended By:		
	Department Director	Date

Approved By:		
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Personal Services					
Operating Expenses					
Capital Outlay					
Grants & Aids					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0*				

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes X No
Is this item using Federal Funds? Yes No X
Is this item using State Funds? Yes No X

Budget Account Exp No: Fund 0001 Dept. 660 Unit 4540 Obj. 4601 Prog.
Rev No: Fund 0001 Dept. 660 Unit 4540 Rev. 4900 Prog.

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

* Fiscal impact is indeterminable at this time. Services are provided on an "as needed" basis and will be billed to the Town for reimbursement. For the period starting November 1, 2026 through September 30, 2026, regular shop labor will be billed at \$65.00/hour per person, and contract labor at \$195.00/hour per person. Regular shop labor for Emergency and Overtime will be billed at \$97.50/hour per person and for contract labor at \$292.50/hour per person.

C. Departmental Fiscal Review: 175/18 2/21/24

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lm Murt 9/10/2022
 OFMB 9/10 mo 9/10

Contract Dev. And Control

B. Legal Sufficiency:


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 Interlocal Agreement (R2021-1427) dated October 5, 2021, (Agreement) is made as of October 6, 2026, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (County) and the **TOWN OF OCEAN RIDGE**, a municipal corporation of the State of Florida, (Town).

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

1. The term of the Agreement is renewed beginning on November 1, 2026, and continuing through October 31, 2031, pursuant to the exercise of the first five (5)-year renewal option.
2. **SECTION 13: NOTICES**, of the Agreement is deleted in its entirety and replaced with the following:

Any notice given pursuant to the terms of this Agreement shall be in writing. The effective date of such notice shall be the date of receipt, as evidenced by a return receipt or email date. All notices shall be addressed to the following:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Public Safety Department Director
50 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Radio System Manager
Palm Beach County
Electronic Services & Security Division
240 South Military Trail
West Palm Beach, FL 33415

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Town:

Mayor
Town of Ocean Ridge
6450 North Ocean Blvd

Ocean Ridge, FL 33435

With a copy to:

Town of Ocean Ridge Attorney
Torcivia, Donlon, Goddeau & Rubin, PA
701 Northpoint Pkwy #209
West Palm Beach, FL 33407

Chief of Police
Town of Ocean Ridge
6450 North Ocean Blvd
Ocean Ridge, FL 33435

Invoices to the Town shall be sent to:

Treasurer
Town of Ocean Ridge
6450 North Ocean Ridge Blvd
Ocean Ridge, FL 33435

3. **SECTION 19: NON-DISCRIMINATION** of the Agreement is deleted in its entirety and replaced with the following:

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 Town 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.

4. **SECTION 24: E-VERIFY- EMPLOYMENT ELIGIBILITY** of the Agreement is deleted in its entirety and replaced with the following:

24.01 Town 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.

24.02 County shall terminate this Agreement if it has a good faith belief that Town has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

5. This Agreement is hereby modified to add the following:

SECTION 25: 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 Town 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.

6. This Agreement is hereby modified to add the following:

SECTION 26: DIGITAL ACCESSIBILITY COMPLIANCE

Town acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Town represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

7. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the Agreement, as amended.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the day and year first above written.

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

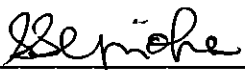
PALM BEACH COUNTY, a political
subdivision of the State of Florida

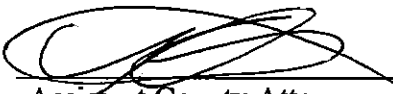
By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND
CONDITIONS:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By:  _____
Department Director

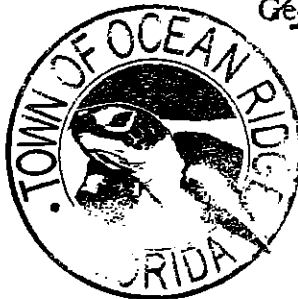
By:  _____
Assistant County Attorney

ATTEST:

TOWN OF OCEAN RIDGE, a
municipal corporation of the State of
Florida

By: *Kelly Avery*
Kelly Avery, Town Clerk

By: *Geoff Pugh*
Geoff Pugh, Mayor



**APPROVED AS TO
LEGAL SUFFICIENCY:**

By: *Christy Goddeau*
Christy L. Goddeau, Town Attorney

Notary Public for Christy Goddeau
On: 08/01/2010
Christy L. Goddeau, Notary Public
My Commission Expires: 08/01/2012