

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to Interlocal Agreement (R2016-1487) with the City of Delray Beach (City) to extend the term of Agreement allowing use of the County's microwave system to transport radio signals for the period of October 17, 2026 to October 16, 2031.

Summary: The Interlocal Agreement, as amended by the First Amendment (R2021-1426) (Agreement) provides the terms and conditions under which the City can use the County's microwave system to transport radio signals from the City's tower to the County's Master Site. Under the terms of the Agreement the City pays a pro rata share of the County's operational and maintenance costs associated with the microwave system. The costs for each fiscal year are provided to the City by March 1st annually. The costs for fiscal year 2026 were \$13,924.07. The current Agreement expires on October 16, 2026. The City has requested to exercise the second renewal option to the Agreement to extend the term to October 16, 2031. This Second Amendment extends the term, updates the Notices, Non-Discrimination, and E-Verify Employment Eligibility provisions and adds the County Standard Disclosure of Foreign Gifts and Digital Accessibility Compliance provisions. Except as expressly modified herein, all other terms and conditions of the Agreement remain unchanged. **Countywide (RS)**

Background and Justification: The Agreement establishes the terms and conditions under which the City can use the County's microwave system to transport radio signals from the City's tower to the County's Master Site. The City has used the County's microwave system for the past ten (10) years. The original Agreement provides for up to four (4) renewal options, each one is for a period of five (5) years. Upon approval of this Second Amendment, two (2) renewal options will remain under the agreement.

Attachment:

- 1) Second Amendment to Interlocal Agreement with City of Delray Beach (2)

Recommended By:

Department Director

Date: _____

Approved By:

~~Deputy County Administrator~~

Date _____

11.

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	\$13,924	\$13,924	\$13,924	\$13,924	\$13,924
Capital Outlay					
Grants & Aids					
External Revenues	(13,924)	(13,924)	(13,924)	(13,924)	(13,924)
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0*	0	0	0	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. 3401
Rev No: Fund 0001 Dept. 660 Unit 4540 Rev. 4900

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

*The City is paying a pro rata share of the operation and maintenance costs associated with the microwave system, which for FY26 was \$13,924.07. The amount paid by the City in subsequent years may fluctuate as County costs change and will be provided by the County to the City no later than March 1st annually.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB *De 9/10 MD 9/10*

Comments:

Brundage 9/10/24

Contract Dev. And Control

B. Legal Sufficiency:

 9/11/20

Assistant County Attorney

C. Other Department Review:

Department Director

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

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to Interlocal 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 **CITY OF DELRAY BEACH**, a municipal corporation 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 Interlocal Agreement (R2016-1487), as renewed and amended by the First Amendment to Interlocal Agreement (R2021-1426) (together “Agreement”) expires on October 16, 2026 and shall be extended through October 16, 2031 pursuant to the exercise of the second five (5) year renewal option.
2. **SECTION 8: 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 City:

City Manager
City of Delray Beach
100 NW First Ave

Delray Beach, FL 33444

With a copy to:
Chief of Police
Delray Beach Police Department
300 West Atlantic Avenue
Delray Beach, FL 33444

3. **SECTION 14: 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 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.

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

SECTION 16: E-VERIFY- EMPLOYMENT ELIGIBILITY

16.01 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 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.

16.02 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.

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

SECTION 17: 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 City 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 18: DIGITAL ACCESSIBILITY COMPLIANCE

City acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. City 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 Second 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.

The remainder of this page intentionally left blank

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

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER AD
INTERIM

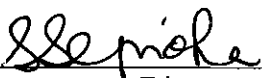
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND
CONDITIONS:

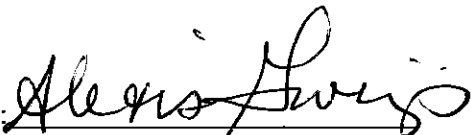
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By:  _____
Department Director

By:  _____
Assistant County Attorney

ATTEST:

CITY OF DELRAY BEACH, a municipal corporation of the State of Florida

By: 
Alexis Givings, City Clerk

By: 
Thomas F. Carney, Jr., Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY:**

By: 
Lynn Gelin, City Attorney



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CLERK & COMPTROLLER AD
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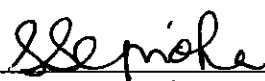
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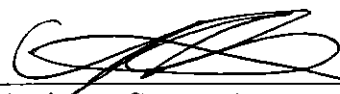
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Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND
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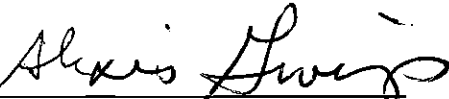
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