Agenda Item #: 3X-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: December 1, 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: an Interlocal Agreement (Agreement) with the City of Boynton Beach (City) providing the right to utilize specific components of the County's Public Safety Radio System for a period retroactive to November 17, 2025 through November 16, 2030 with two (2) renewal options, each for a period of five (5) years.

Summary: The Agreement establishes the standard terms and conditions under which the City is authorized to access and use certain components of the County's Public Safety Radio System (County System) to ensure interoperability. Under this Agreement the City is required to pay its pro rata share of the operation and maintenance costs associated with the County's SmartZone™ Controllers, which provide interoperability between City's system and the County's system. For FY 2026, the total operation and maintenance costs are $90,000, with the City's proportionate share calculated based on the number of active talkgroups operated by the City. This Agreement is retroactive to the expiration of the current Interlocal Agreement (R2020-1705). The delay is because the renewal was not signed in time and expired, therefore prompted the requirement to enter into an entirely new agreement. **Countywide** (RS)

Background and Justification: On June 20, 2000 (R2000-0838), the Board initially approved an Interlocal Agreement establishing the parameters under which the County would make specific components of its System available to Cities. The Board subsequently approved two (2) amendments (R2001-0199 and R2003-0174), an extension option (R2008-0051), and an updated Interlocal Agreement (R2011-0737). The City has been connected to the County System for over twenty (20) years.

Attachment:
1) Interlocal Agreement with City of Boynton Beach (3)

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Recommended By: _____ 12/27/26
Department Director **Date**

Approved By: _____ 1/4/26
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2027	2028	2029	2030	2031
Personal Services					
Operating Expenses	$34,926	$34,926	$34,926	$34,926	
Capital Outlay					
Grants & Aids					
External Revenues	(34,926)	(34,926)	(34,926)	(34,926)	
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	$0*	$0	$0	$0	$0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

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:
Fund: General Fund
Unit: 800 MHz System Operations
*The City is paying a pro rata share of the 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 or the rate per talk group changes.

C. Departmental Fiscal Review: _____ 10/28/26.

III. REVIEW COMMENTS

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

_____ 10/29/2026
OFMB DA 10/29

_____ 11/2/24
Contract Dev. And Control
ZG 10.30.24

B. Legal Sufficiency:

_____ 11/2/2026
Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** (Agreement), is made and entered into December 1, 2026 by and between Palm Beach County, a political subdivision of the State of Florida (County) and the City of Boynton Beach (City), a municipal corporation existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, the County has funded, purchased, designed, constructed, installed, and committed to the operation of a public safety radio system to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general government agencies; and

WHEREAS, the County and the City have determined that the ability to provide interoperable systems is critical to the effective and efficient provision of public safety services; and

WHEREAS, the City acknowledges that by entering into this Agreement, the City is able to save money as well as avoid costs by using the County's Master Site equipment for interoperability while maintaining its own local radio system for its internal use; and

WHEREAS, it has been determined mutually beneficial to both parties to execute this Agreement which sets forth the parameters under which the radio systems of the City and the County can be connected saving money for the taxpayers of both the County and the City as well as providing each the opportunity to receive the public safety benefits of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein the parties hereto agree as follows.

SECTION 1: PURPOSE

The purpose of this Agreement is to: 1) set forth the parameters under which the County will make specific components of its public safety radio system available to the City in order to provide for interoperable radio communications among the County, the City and other public safety entities; 2) set forth the costs of ongoing use; 3) identify the conditions of use and monitoring requirements for the Common Talk Groups established on the County System; and 4) set forth the ability of the City to participate in the operational decisions of the System.

SECTION 2: DEFINITIONS

2.01 City's System: The 800 MHz trunked radio system funded, purchased, installed, maintained and owned by the City. The City's System shall include the fixed network and field radio transmitting and receiving equipment, microwave equipment and/or leased communication transport lines as required for communications between sites, dispatch consoles, dispatch center equipment and facilities required for the operations of the City's public safety and government services functions, and the towers and physical facilities required to house and maintain the system equipment.

2.02 **Common Talk Groups:** Talk groups established on the County System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.03 **County Talk Groups:** Talk groups established on the County System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular County departments/agencies and are only available to outside entities by separate agreement.

2.04 **CRSSC:** Countywide Radio System Steering Committee established to oversee implementation of the policies established and to modify existing policies or create new policies as required over the life of the System.

2.05 **Master Site:** The location for the County's SmartZone™ Controller.

2.06 **Microwave System:** A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.

2.07 **Parties:** The entities that have executed this Agreement which include the County and the City.

2.08 **Roaming:** A feature of the County's SmartZone™ Controller that allows units from specified talk groups to register onto communications systems associated with the SmartZone™ Controller when beyond the coverage of their primary system. Additionally, these talk groups are assigned communications channels on the systems where units are registered when there is talk group activity.

2.09 **SmartZone™ Controller** or **Controller:** The SmartZone™ Controller is the central computer that controls the operation of the County System. The SmartZone™ Controller manages access to System features, functions, and talk-groups.

2.10 **System:** The public safety radio system funded, purchased, designed, constructed, installed, maintained and owned by the County. The System includes fixed transmitting and receiving equipment, a Microwave System for communications between sites, System control and management equipment, a Controller located at the Master Site, and other related equipment.

2.11 **System Manager:** An employee within the County's Electronics Services and Security Division of the Facilities Development & Operations Department responsible for day-to-day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: COUNTY SYSTEM – CITY'S APPROVED USE

3.01 **County Ownership.** The County has purchased, installed, and operates four (4) redundant SmartZone™ Controllers at its two (2) Master Sites. The County has solely funded the purchase and owns the Controllers. Under this Agreement, the County will allow the City to connect to the primary and back-up Controllers.

3.02 **City Use.** The City shall have the authority to connect and use the features and capabilities of the SmartZone™ Controller to provide interoperability between the City and other agencies as needed through the Common Talk Groups. The City shall have access authority to the SmartZone™ Controller that will allow the City to establish talk groups and subscriber units on the County System within the allotments provided by County through the System Manager. The City shall program talk groups or subscriber units for operation only to radio systems owned and operated by the City. The City shall not have access to the County Talk Groups. City access to the County's Microwave System will be by separate agreement between the County and the City.

3.03 **Scheduled Interruptions of Service.** The County shall attempt to notify the City a minimum of seventy-two (72) hours in advance of all scheduled interruptions of the SmartZone™ Controller's capabilities. The County shall make every effort to limit scheduled interruptions of the SmartZone™ Controller service to no longer than ninety (90) minutes. Scheduled interruptions of service shall occur between 2:00 a.m. and 6:00 a.m. whenever possible.

SECTION 4: CITY'S RESPONSIBILITIES

4.01 **Annual Maintenance Fees.** The City agrees to pay its pro rata fair share of the estimated annual operation and maintenance costs associated with the Controllers and associated Master Site equipment based on the number of active talk groups on the System. The annual operations and maintenance costs to be included are System administration costs (which includes personnel costs), utilities, equipment, and Controller maintenance costs (which may be outsourced or performed by the County). The calculation of the annual operations and maintenance costs are described in **Section 5** of this Agreement.

4.02 **Permitting Costs.** The City will be solely responsible for all permitting and/or licensing costs associated with that City's use of the Controller.

4.03 **Additional Equipment for Interface.** The City will be solely responsible for all costs associated with the purchase of equipment components, modules, interfacing hardware and the installation services required for the City to use the County's SmartZone™ Controllers, including but not limited to dispatch consoles.

4.04 **Additional Features.** The City shall have the authority to use private call and telephone interconnect features for the operations of their users only on the City's System. The City recognizes the County's use of the System does not include these features. As a result, additional equipment and software licenses may be required to implement these features.

4.05 **Implementation of Additional Equipment and Features.** The City agrees that only the County will connect to, expand, or otherwise modify System components which are owned by the County. The City will fund such actions to be undertaken by the County on behalf of the City pursuant to the terms of this Agreement. The City will only be financially responsible for those actions undertaken on the City's behalf when the City has agreed to the costs in writing prior to the commencement of the activity.

4.06 **Maintenance of City System.** The City shall be responsible for maintaining the equipment components that make up the City's System and the associated equipment used to interface with the County System.

4.07 **Access to Controller.** The City shall give the County twenty-four (24) hours' notice of the need to access the SmartZone™ Controller facility for routine maintenance or installation of City equipment. After hours or emergency access shall be provided through the emergency trouble reporting procedures established for the System.

SECTION 5: ANNUAL OPERATIONS AND MAINTENANCE FEES

5.01 Annual Operations and Maintenance Fee Calculation. Each year, the City shall pay a pro rata share of the County's annual operations and maintenance costs based on a capped estimate of the County's operations and maintenance costs. The County's estimated annual operations and maintenance costs are Ninety Thousand Dollars ($90,000). The fee to be paid by the City for using the SmartZone™ Controller is determined as follows: the capped estimated annual operations and maintenance costs for that fiscal year are apportioned out to the City based on the total number of active talk groups for all users connected in the same configuration.

5.01.1 Annual Adjustment to the Number of Active Talk Groups. The County shall re-calculate the apportionment of the operations and maintenance costs annually based on the number of active talk groups used by the City or by the addition and/or deletion of users in the same hub configuration.

5.01.2 Tri-Annual Adjustment to the Capped Operations and Maintenance Cost. The County's capped estimated operations and maintenance cost may be adjusted every three (3) years beginning in January 2024, and every three (3) years thereafter, (i.e. adjustments will be calculated in January 2024, 2027, 2030, 2033, etc.) and noticed to the City no later than April 1st to be effective for the County's next fiscal year beginning October 1st.

5.01.3 Billing. The County shall invoice the City for payment of annual operations and maintenance costs in October, and payment shall be due November 30th.

5.02 After-Hours Emergency Services. The County reserves the right to charge the City on a time and materials basis for any after-hours emergency trouble reports that are not the result of a failure of the SmartZone™ Controller or related subsystems or software.

SECTION 6: FREQUENCIES

The parties agree that the frequencies held by the County and the frequencies held by the City shall be separate and shall be implemented and used at the sole discretion of the individual parties.

SECTION 7: ROAMING

Roaming may be allowed between talk groups of the City's System and the County System, upon written request of the City and subject to approval of the County, in the County's sole discretion. The System Manager for the County shall review such requests for impacts on the performance and capacity of the County System and for additional costs and provide that information to the City. If approved by the County, the System Manager will provide authorization to the City, with or without conditions or use restrictions, for Roaming on the County System.

SECTION 8: GPS

8.01 GPS Feature. The City shall have the authority to implement GPS reporting from its subscriber radios to the County's SmartZone Controller and use that information for personnel tracking on the City's System. The City recognizes that the County does not currently use this feature of the County System. As a result, the City may need to purchase additional hardware and software licenses to implement the GPS feature.

8.02 Ownership. GPS hardware and software purchased by the City that resides on the City's System or dispatch center will be owned and maintained by the City. GPS hardware and/or software purchased by the City that is installed directly into the County's SmartZone Controller will become part of the County System and ownership will automatically transfer to the County at the expiration of any manufacturer warranty. After transfer of ownership, the County agrees to maintain the GPS components located at the SmartZone Controller and include them in the County's Master Service Agreement and Software Update Agreement. The County will maintain a database of active and reserved end user licenses allocable to the City. The "over the air" GPS data will be programmed to be only on the City's System and shall not roam to the County's infrastructure.

8.03 Replacement. When at the end of the useful life of any GPS hardware or software that is part of the County System, the County may choose not to replace the GPS hardware and software if there are no County users of the GPS feature.

8.04 No Responsibility for Third Party Claims. Neither the County nor the City shall be liable to each other or for any third-party claim which may arise out of implementation of the GPS tracking feature, upon whatever cause of action any claim is based. The GPS tracking feature is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

SECTION 9: COUNTY'S LIMITED OBLIGATIONS FOR CITY'S SYSTEM

9.01 Limitation. Nothing in this Agreement shall represent a commitment by the County, or shall be construed as intent by the County, to fund any portion of the City's System.

9.02 County Response Times. The County shall provide a response by a qualified technician to any failures of the SmartZone™ Controllers that impact the operation of the City's System within two (2) hours of being notified of such failure. The County shall take all possible actions to restore SmartZone™ Controller functionality to full operation without delay.

9.03 Further Limitation. Nothing in this Agreement shall represent an approval by the County of the design of the City's System. The coverage, design and performance of the City's System is solely the responsibility of the City.

SECTION 10: USE OF COUNTYWIDE COMMON TALK GROUPS AND EMS TALK GROUPS

10.01 Purpose of the Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. The Common Talk Groups are available upon request to the System Manager. They were also created to allow communication between agencies without requiring cross-programming operation talk groups in each agency's radios. Proper usage of the Common Talk Groups is defined below.

10.01.1 Scenario of usage:

1. A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).

2. The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.

3. The participating units would communicate on the Common Talk Group(s); and upon completion of the operation, the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

10.01.2 Examples of Approved Usage for Common Talk Group:

1. Working talk group for multiple agencies fighting a fire together.

2. Coordination during a police chase through multiple jurisdictions.

3. Coordination during disaster recovery.

4. Coordination for a special event which requires participation of multiple agencies and disciplines (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).

5. Coordination for scene security and establishment of landing zone for aircraft.

In addition, the Common Talk Groups could be used by any agency experiencing catastrophic failures of their own communication system for a predetermined amount of time. In order to use the Common Talk Groups for this situation, the agency must obtain the permission of the System Manager. Once approved by the System Manager, the Common Talk Groups could be temporarily used until repair of the agency's communication system is complete.

10.02 Limitation. The Common Talk Groups shall not be used for everyday routine communications.

10.02.1 Examples of Improper Use:

1. As an extra talk group for agencies that have cross-programming agreements and duplicate talk groups programmed into their radios.

2. To provide an extra working talk-group for a single agency supporting a special event or operation (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).

3. As an additional dispatch, administrative, or car-to-car talk-group for use by a single agency.

10.03 EMS Talk Group. The EMS Talk Group was implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups is defined below.

10.03.1 Scenario of Usage. City owned EMS units operating on the System will contact hospitals directly by selecting the specific talk group assigned to that hospital. Any EMS

units not on 800 MHz should contact County Fire Rescue dispatch on Med 8 and will in turn be patched to the appropriate hospital.

SECTION 11: LIABILITY

11.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County System. The City has decided to enter into this Agreement and use the County System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the City with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the City.

11.02 No Waiver of Sovereign Immunity. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or City pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence, and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

11.03 No Responsibility for Third Party Claims. Neither the County nor the City shall be liable to each other or for any third-party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

11.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all other remedies with respect to each other, including, but not limited to, consequential and special damages.

11.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 11A: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, (Statute), the City represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If City is not self-insured, City shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should City purchase excess liability coverage, City agrees to include County as an Additional Insured.

The City agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should City contract with a third-party (Contractor) to perform any service related to the Agreement, City shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence and $2,000,000 per aggregate. Such policy shall be endorsed to include City and County as Additional Insureds. City shall also require that the Contractor include a Waiver of Subrogation against County.

- Business Automobile Liability insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.

- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

When requested, the City shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the City of its liability and obligations under this Agreement.

SECTION 12: TERM OF AGREEMENT

12.01 Initial Term. The term of this Agreement is for five (5) years and shall be retroactive to November 17, 2025, effective upon the approval and execution by both parties.

12.02 Renewals. This Agreement may be renewed for two (2) additional terms of five (5) years each. At least eight (8) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties.

SECTION 13: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment signed by both parties.

SECTION 14: TERMINATION

14.01 Default Termination. Subject to the renewal provisions of Section 12.02, the County can only terminate this Agreement as a result of any default of the City pursuant to this Agreement.

14.02 Termination for Convenience. The City may terminate the Agreement with sixty (60) days' notice to the County. All improvements made to the County's SmartZone™ Controller and related subsystems by the City, or on the City's behalf, shall remain part of the County's equipment where installed and ownership shall transfer to the County. If the City terminates this Agreement, no portion of the fees paid under **Section 5** will be reimbursed.

SECTION 15: ADMINISTRATION

15.01 System Manager. The Palm Beach County Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division, a position with the title of System Manager will be the City's day-to-day contact and can be reached at 561-233-0837. The Electronic Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact shall be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

15.02 CRSSC. The administrative policies for the SmartZone™ Controller shall be established by the CRSSC. The County and the City agree to abide by the policies established.

15.03 City Representation on the CRSSC. The City shall assign a single representative to attend the CRSSC user committee meetings for each of the law enforcement, fire rescue and public works disciplines for which the City has subscriber units programmed on the System. Participants at these meetings will discuss all System maintenance and administration issues. Non-critical problems or suggested changes shall be presented at the meetings. As agreed to by the user committee members, issues discussed at the meetings shall be forwarded to the System Manager for final approval.

15.04 CRSSC Policies and Procedures. The City shall be responsible for adhering to the policies and procedures established for System use. Should the City not follow the established procedures, there shall be three (3) warnings before corrective action is taken. The CRSSC shall have the authority to direct the System Manager to implement modification to the network, including disabling units or disabling access to the System.

15.05 County Confidential Information. The City shall receive certain access codes to the System. The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. The City shall be responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. Service staff directly employed by the City shall be considered authorized to receive access and programming codes for the maintenance of the City's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the City plans to use commercial services for its system or subscriber unit maintenance, the City must include confidentiality requirements in its contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

15.05.1 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County System, unless they meet the requirements of **Sections 15.05.2** and/or **15.05.3** below. If the City does not have employees capable of programming City radio equipment or prefers to have others program City radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program City radio equipment under the terms of a separate agreement.

15.05.2 County Review of Existing Service Provider Agreements. If the City uses a commercial service provider to program City radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the City radio equipment with the Common Talk Groups, the City must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the City and the commercial service provider are adequate to protect the County

System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.05.3 Review of Bid Documents for Service Provider. If the City intends to use a commercial service provider to program City radio equipment with the Common Talk Groups, the City shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the City to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.05.4 Survival. The provisions of this section regarding the City's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

15.06 Federal Shared Encryption Key. The County System is configured to allow for end-to-end encryption. If the City desires encryption, the City must request a "CKR" assignment from the County System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the City requests use of the Key, the City shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the City shall be considered authorized to receive access to the Key. ***Commercial service providers are not considered authorized to receive access to the Key.*** Keyloading of the City's end-user radios must only be done by the City itself or another authorized law enforcement agency. The City must also store the City's encryption key loader(s) in a secure and locked location when not in use. The City must immediately notify the County System Manager if the City has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The City must not program the Key into any non-public-safety radio. The City must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The City must not release the Key algorithm, in its written form, to anyone. The City must not provide any Key encrypted radios to any non-public-safety personnel. The provisions of this section regarding the City's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

15.07 Malfunctioning City Equipment. The City is solely responsible for the performance and the operation of the City's equipment and any damage or liability resulting from the use thereof. Should the County identify malfunctioning City-owned equipment, the County will request that the City discontinue use of the specific device until repairs are completed. The County may, at its discretion, disable the equipment from the System after properly notifying the City in writing if the device is causing interference to the System.

15.08 Stolen or Lost City Radios. In the case of stolen or lost equipment, the City's contact will deactivate the radio with its manager terminal and will notify the System Manager by e-mail advising the System Manager of the lost or stolen radio. The information provided shall include the individual unit ID number and the serial number of the radio.

15.09 Reports. The City shall have the capability to generate call activity reports, fault reports and reports about the infrastructure equipment, as well as subscriber units established on the individual radio systems of the City.

15.10 Alerts and Alarms. The City shall have access through its SmartZone™ Manager Terminals to receive alerts and alarms for the SmartZone™ Controller as well as for infrastructure equipment for its individual communications systems.

15.11 City Agreements with Other Agencies. The City shall be responsible for including the requirements of **Section 10**, **Section 15.05, Section 15.06** and **Section 15.08** of this Agreement in any agreement with another municipality or agency for communications, dispatch, police or fire rescue services.

SECTION 16: ANNUAL BUDGET APPROPRIATIONS

The County's and the City's performance and obligation to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 17: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date for such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

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

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

With a copy to:

Radio System Manager

240 South Military Trail
West Palm Beach, FL 33415

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

As to the City:

City Manager
City of Boynton Beach
100 East Ocean Ave
Boynton Beach, FL 33435

With copy to:

Chief of Police
City of Boynton Beach
2100 High Ridge Road
Boynton Beach, FL 33426

SECTION 18: APPLICABLE LAW / ATTORNEYS' FEES

This Agreement shall be governed by the laws of the State of Florida. Any litigation brought by a party to this Agreement to enforce the terms of this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. Each party shall bear its own costs and attorney's fees incurred in connection therewith.

SECTION 19: FILING

A copy of this Agreement shall be filed by Palm Beach County with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 20: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of any party.

SECTION 21: NO THIRD-PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen and/or employees of the County and/or the City.

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.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ENTIRE AGREEMENT

This Agreement and any attachments constitute all agreements, conditions and understandings between the County and City concerning access to the County System. All representations, either oral or written, shall be deemed to be merged into this Agreement. No subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or City unless reduced to writing and signed by them.

SECTION 25: PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the Participant: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the Participant shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The Participant is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The Participant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Participant does not transfer the records to the public agency.

D. Upon completion of the Agreement, the Participant shall transfer, at no cost to the County, all public records in possession of the Participant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Participant transfers all public records to the County upon completion of the Agreement, the Participant shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of the Agreement, the Participant shall meet all

applicable requirements for retaining public records. All records stored electronically by the Participant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Participant to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Participant acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

SECTION 26: ASSIGNMENT

City may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 27: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 28: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

SECTION 29: EFFECTIVE DATE

This Agreement is contingent upon the approval by the Palm Beach County Board of County Commissioners (Board) and shall not become effective until signed by all parties and approved by the Board. Upon such approval and execution, the Agreement shall be effective retroactive to November 17, 2025.

SECTION 30: 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 CITY's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, 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.

SECTION 31: 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.

CITY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, CITY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, CITY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. CITY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY; and an authorized official of the CITY has made and executed this Agreement on behalf of the CITY.

ATTEST:

Yvette Drucker
Clerk of the Circuit Court & Comptroller

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

By: _____
Clerk

By: _____
Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Department Director

BOYNTON BEACH, a municipal corporation existing under the laws of the State of Florida

ATTEST:

By: _____
Rebecca Shelton, Mayor

Tammy Stanzione, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Shawna Lamb, City Attorney

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA