



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>*see below*</u></u>	<u><u></u></u>	<u><u></u></u>	<u><u></u></u>	<u><u></u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

There is no fiscal impact with this item.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

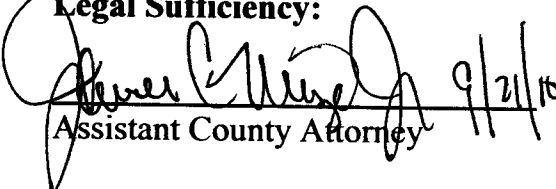
*No additional cost for the use of 800MHz radio and common talk groups.*

  
\_\_\_\_\_  
OFMB

  
\_\_\_\_\_  
Contract Development and Control

*9/17/10  
9/16/10*

**B. Legal Sufficiency:**

  
\_\_\_\_\_  
Assistant County Attorney

This amendment complies with our review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT** to Agreement R2005-1709 ("Agreement") dated September 13, 2005, is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and The United States Department of Justice, Federal Bureau of Investigation ("FBI").

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

1. The term of the Agreement, expired on September 12, 2010, and shall be retroactively extended to September 12, 2015.

2. Section 1.026 of the Agreement is deleted in its entirety and replaced with the following:

1.026 System Administrator: 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.

3. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronics Services and Security Division's 800 MHz System Administrator will be the FBI's day to day contact and can be reached at 561-233-0837. The Electronics Services and Security Division are staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

4. Section 12 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 and be delivered by Certified Mail, Return Receipt Requested. The effective date of 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

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

With a copy to:

800 MHZ System Administrator  
2633 Vista Parkway  
West Palm Beach, FL 33411

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

As to the FBI:

Special Agent in Charge  
Federal Bureau of Investigation  
16320 NW 2<sup>nd</sup> Avenue  
Miami, FL 33169

Telecommunications Manager  
Federal Bureau of Investigation  
16320 NW 2<sup>nd</sup> Avenue  
Miami, FL 33169

5. 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 FBI and County.

(The remainder of the page is intentionally left blank)

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

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Burt Aaronson, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

WITNESS:

UNITED STATES DEPARTMENT OF JUSTICE,  
FEDERAL BUREAU OF INVESTIGATION

By: [Signature]  
Signature of Witness

By: [Signature]  
8/12/10 Special Agent in Charge

John W. Neiner  
Printed Name of Witness

Maury V. Taylor  
Maury V. Taylor  
Contracting Officer  
Federal Bureau of Investigation