

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017		
Capital Expenditures	_____	_____	_____	_____	_____		
Operating Costs	_____	_____	_____	_____	_____		
External Revenues	(\$3,654)	(\$3,654)	(\$3,654)	(\$3,654)	(\$3,654)		
In-Kind Match (County)	_____	_____	_____	_____	_____		
NET FISCAL IMPACT	<u>(\$3,654)</u>	<u>(\$3,654)</u>	<u>(\$3,654)</u>	<u>(\$3,654)</u>	<u>(\$3,654)</u>		
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____		
Is Item Included in Current Budget:	Yes	_____	No	_____			
Budget Account No:	Fund	<u>0001</u>	<u>410</u>	<u>4150</u>	04	<u>4901</u>	\$1,540
		3801	<u>411</u>	B209	01	3728	\$2,114

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

C. Departmental Fiscal Review: _____ *[Signature]* 8-12-13

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p style="text-align: center;"><i>[Signature]</i> 8/15/2013</p> <p>OFMB <i>KU 8/14/13</i></p>	<p style="text-align: center;"><i>[Signature]</i> 8/15/13</p> <p>Contract Development and Control 8-15-13 <i>Becknell</i></p>
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B. Legal Sufficiency:

[Signature] 8/19/13

Assistant County Attorney

C. Other Department Review:

Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement R2009-1661 dated October 6, 2009, (collectively referred to herein as the "Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the Town of South Palm Beach, 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, expires on October 5, 2013 and shall be extended to October 5, 2017, pursuant to the exercise of the first four (4) year renewal option.
2. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
3. Attachment II and Attachment III are hereby deleted in their entirety.
4. All references in the Agreement to the 800 MHz Trunked Radio System shall be deleted and replaced with the Public Safety Trunked Radio System ("System").
5. Section 1.027 of the Agreement is deleted in its entirety and replaced with the following:
 - 1.027 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title System Administrator who is 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.
6. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The System Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating and procedure development.

7. Section 4.033 is deleted in its entirety and replaced by the following:

4.033 The Town may request the use of encryption, but the utilization of such capabilities is only for covert use and not for daily dispatch communications. The County will assign digital ID's in an amount equal to 10% of the Town's analog ID allocation. The Town will be responsible to provide the County the Digital ID assignments as required by Section 4.07. Should the Town require access to the encrypted talk-groups by their dispatch center they will need to allow the "Key Loading" of the Town's encryption code into the 800 System by the County or its service provider.

8. Section 4.07 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

9. Section 10.01 of the Agreement is modified by adding the following sentence:

Routine maintenance that affects system coverage and/or capacity shall be attempted to be made during non-peak hours.

10. Section 10.05 is deleted and replaced with the following:

The County will provide notifications of system problems and time for system to the Town Representative within the time frames identified in Attachment 1.

11. The Agreement is hereby modified to add the following:

**SECTION 21: 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.

12. The Agreement is hereby modified to add the following:

SECTION 23: 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 or employees of the County and/or Town.

13. 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 Town and County.

(Remainder of the page 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: _____
Steven L. Abrams, Mayor


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
Assistant County Attorney

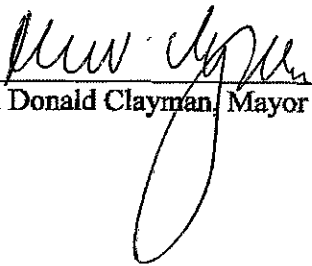
APPROVED AS TO TERMS AND
CONDITIONS

By:  _____ 
Audrey Wolf, Director
Facilities Development & Operations

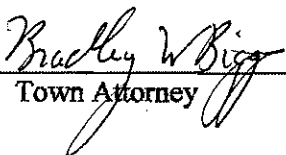
ATTEST:

By:  _____
Janet K. Whipple, MMC, Town Clerk

TOWN OF SOUTH PALM BEACH

By:  _____
Dr. Donald Clayman, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
Town Attorney

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. System Maintenance and Administration Plan	June 6, 2002