

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	2,500.00	2,500.00	2,500.00	2,500.00	
External Revenues	(2,500.00)	(2,500.00)	(2,500.00)	(2,500.00)	
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* 0.00	0.00	0.00	0.00	
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No

Budget Account No:

* Fund 0001 Dept 410 Unit 4150 Revenue Source 4901
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

Services will be provided on an "as needed" basis and will be billed to the Town for reimbursement. In addition, the annual maintenance console services are contracted through Motorola and are part of the County's Master Service Agreement. The County is a pass-through for those charges which for 2016 were \$10,942.30.

C. Departmental Fiscal Review: *[Signature]* 4/28/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 5/4/17
 OFMB *ET 5/3* *A 5/3*

[Signature] 5/8/17
 Contract Development and Control
 5/8/17 *[Initials]*

B. Legal Sufficiency:

[Signature] 5/9/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT to Agreement R2009-0559 dated April 7, 2009, as amended by R2013-0674 (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, by and through its Board of County Commissioners ("County") and Town of Lantana, 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 expired on April 6, 2017, and shall be retroactively extended to April 7, 2021 pursuant to the exercise of the second four (4) year renewal option.
2. 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").
3. Section 4.031 of the Agreement is deleted in its entirety and replaced with the following:

The Town will only program talk groups into its radio that are authorized by the County to the Town for its use. The Town shall **not** program talk groups of other agencies into its radios without a letter of authorization or a signed agreement from the County. The System Administrator shall be provided with all such authorization letters from cities.

4. Section 4.033 of the Agreement is deleted in its entirety and replaced with the following:

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 the 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 System by the County or its service provider.

5. Section 7.01 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The County may review and update the fees and charges as identified in Sections 3, 5 and 6 once every three (3) years and transmit same to the Town prior to April 1st of each year for the following fiscal year beginning October 1st.

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

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

7. Section 10.05 of the Agreement is deleted in its entirety and replaced with the following:

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

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

SECTION 24: NONDISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The Town has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Town does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that Town will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

9. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Second 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: _____
Paulette Burdick, Mayor

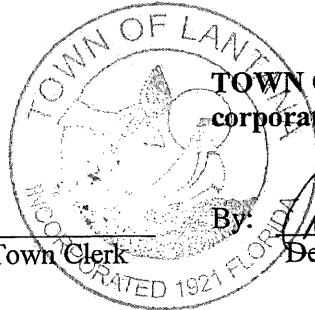
**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: *[Signature]*
County Attorney

By: *[Signature]*
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:



**TOWN OF LANTANA, a municipal
corporation of the State of Florida**

By: *[Signature]*
[Signature], Town Clerk

By: *[Signature]*
Deborah S. Manzo, Town Manager

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: *[Signature]*
Abigail Forrester-Jeremy, Town Attorney