

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT *0	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No <u>X</u>			
Does this item include the use of federal funds:	Yes _____	No <u>X</u>			

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

* There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: Kym Shes 1/9/18

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

J. K. L. 1/16/18
 OFMB
 1/12/18 1/16/18 1/16/18

[Signature]
 Contract Development and Control
 1/17/18

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney 1/19/18

C. Other Department Review:

 Department Director

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

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to Agreement (R2013-0874) dated July 16, 2013, (“Agreement”), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and City of Palm Beach Gardens, 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 Agreement is renewed beginning on July 16, 2018, and continuing through July 15, 2023, pursuant to the exercise of the first renewal option for five (5) years.
2. Section 3.04 of the Agreement is deleted in its entirety and replaced with the following:

3.04 The County shall maintain the coverage within the City’s geographic boundaries as described in the County’s contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The City shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

3. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: NOTICES

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 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

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

As to the City:

City Manager
City of Palm Beach Gardens
10500 N Military Trail
Palm Beach Gardens, FL 33410

City Communications Manager
City of Palm Beach Gardens
10500 N Military Trail
Palm Beach Gardens, FL 33410

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

SECTION 19: NON-DISCRIMINATION

The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

5. Attachment 1 to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment 1 attached hereto and made a part hereof.
6. 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 City and County.

(This space 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:

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

**SHARON R. BOCK
CLERK & COMPTROLLER**

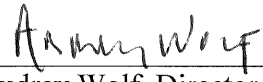
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

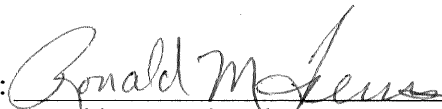
By: _____
Assistant County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

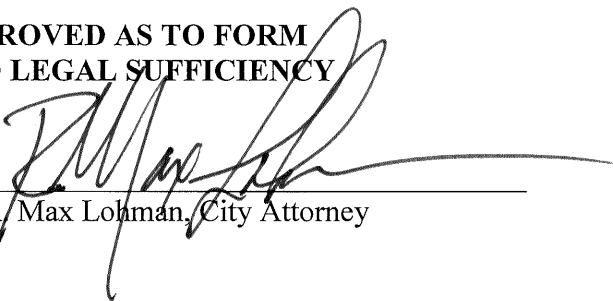
ATTEST:

CITY OF PALM BEACH GARDENS, a municipal corporation of the State of Florida

By:  _____
Patricia Snider, CMC, City Clerk

By:  _____
Ronald M. Ferris, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:  _____
R. Max Lohman, City Attorney

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan