



**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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No   x  

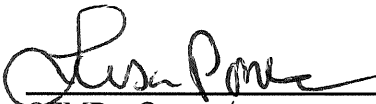
Budget Account No:  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_


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

**C. Departmental Fiscal Review:** 

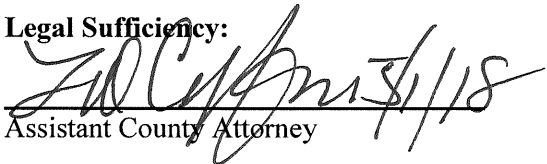
**III. REVIEW COMMENTS**

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

 4/25/18  
 OFMB (P) 4/25  
 4/24 4/24

 4/30/18  
 Contract Development and Control  
 4/30/18 TE

**B. Legal Sufficiency:**

 5/1/18  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**THIRD AMENDMENT  
TO INTERLOCAL AGREEMENT**

WPB No. 12770.001

**THIS THIRD AMENDMENT** to Agreement (R2003-0801) dated June 3, 2003, as amended by R2008-0054 and R2013-1010 (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 City of West Palm Beach, a municipal corporation of the State of Florida ("City").

**WHEREAS**, the Agreement provides the protocol by which the City can access the countywide common talk groups; and

**WHEREAS**, the County and the City have determined it to be beneficial to both parties to continue the Agreement.

**NOW, THEREFORE**, 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 June 4, 2018 and continuing through June 3, 2023, pursuant to the exercise of the third of three (3) renewal options for five (5) years.
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. Section 2.02 of the Agreement is hereby deleted in its entirety and is hereby replaced with the following:

2.02 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 procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.
4. Section 4.04 of the Agreement is hereby deleted in its entirety and is hereby replaced with the following:

4.04 The City shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the City is responsible to safeguard the code information from release to unauthorized parties. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the City and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The City agrees that

the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5. Numeral 4 of Section 4.045 of the Agreement is hereby deleted in its entirety and is hereby replaced with the following:

4) Another Federal agency, State agency and/or City that has in-house service personnel and an agreement with the County.

6. Section 6.01 of the Agreement is hereby deleted in its entirety and is hereby replaced with the following:

6.01 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failures of their own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Administrator. Once approved by the System Administrator, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

7. Section 6.02 of the Agreement is hereby deleted in its entirety and is hereby replaced with the following:

6.02 The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

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

#### **SECTION 7: INDEMNIFICATION AND LIABILITY**

The County makes no representations about the design or capabilities of the County's System. The City has decided to enter into this Agreement and use the County's 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's 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 entity, which is providing such service, and not with the other party to this Agreement.

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, and the County shall indemnify, defend and hold harmless the City against any actions, claims, or damages arising out of the County'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.

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 incidental damages. 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 radio communication system, or its fitness for the communication needs of the City.

9. Section 12 of the Agreement is hereby deleted in its entirety and is hereby 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 Administrator  
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 West Palm Beach  
401 Clematis Street, Second Floor  
West Palm Beach, FL 33401

City Communications Manager  
City of West Palm Beach  
401 Clematis Street, Second Floor  
West Palm Beach, FL 33401

10. 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, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

11. Except as modified by this Third Amendment and the previous amendments, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Authority and County.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

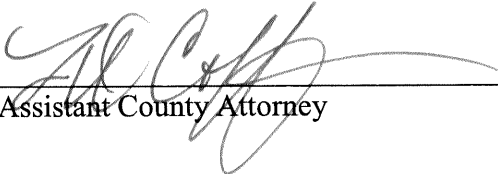
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

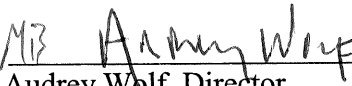
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

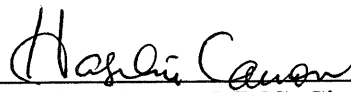
By:  \_\_\_\_\_  
Assistant County Attorney

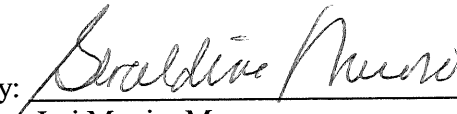
By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

CITY CLERK

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

By:  \_\_\_\_\_  
Hazeline Carson, MMC, City Clerk

By:  \_\_\_\_\_  
Jeri Muoio, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
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. Network Maintenance and Administration Plan