



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u> <i>See below</i>	_____	_____	_____	_____
# 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: \_\_\_\_\_ *3-19-12*

**III. REVIEW COMMENTS**

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

*All charges are paid by the District. There are no additional charges to the county for the use of 800 MHz and Common talk Groups.*

OFMB *[Signature]* 3/22/12  
 Contract Development and Control *[Signature]* 3/22/12  
*3-27-12 B. Wheeler*

**B. Legal Sufficiency:**

*[Signature]* 3/29/12  
 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.**

## SECOND AMENDMENT TO INTERLOCAL AGREEMENT

**THIS SECOND AMENDMENT** to Agreement R2002-0548 dated April 16, 2002, as amended by R2006-2428 (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 Health Care District of Palm Beach County, a political subdivision of the State of Florida, ("District").

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

1. The term of the Agreement, expires on April 15, 2012, and shall be extended to April 15, 2017, pursuant to the exercise of the second five (5) 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 to the Agreement are hereby deleted in their entirety.
4. Section 1.029 of the Agreement is deleted in its entirety and replaced with the following:  
  
1.029 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio 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.
5. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:  
  
2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the District's day to day contact and can be reached at 561-233-0837. The Electronic Services Division is staffed from 8:00 am to 5:00 pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.
6. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:  
  
The Network 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.
7. Section 2.03 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The District shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the District by the System Administrator.

8. Section 4.04 of the Agreement shall be deleted in its entirety and replaced with the following:

4.04 The District 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 District 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 District 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 District agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and that such information may be recalled at any time.

9. Section 4.06 of the Agreement is modified by deleting the first sentence and replacing it with the following:

In the case of lost or stolen equipment, the District will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment.

10. Section 4 of the Agreement shall be modified by adding the following provisions:

4.07 Access and programming codes will only be released to: 1) service staff employed by the District, 2) approved commercial service providers under contract with the District, 3) County departments (PBSO, Fire Rescue and/or County Communications, or 4) another State or Federal agency that has in-house service personnel and an agreement with the County.

4.08 The County will approve all commercial service providers upon review of whether the contract terms between the District and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons.

4.09 The District will be responsible for ensuring that the commercial service provider adheres to the terms of the Agreement pertaining to the proper use of access/programming codes and radio use.

11. Section 5.01 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.

12. Section 6.03 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The District shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto.

13. Section 6.04 of the Agreement is deleted in its entirety and replaced with the following:

6.04 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment I, as may be amended and updated from time to time.

14. Section 10 of the Agreement is modified by replacing the reference to "three (5) year terms" with "three (3) additional terms of five (5) years each".

15. Section 10 of the Agreement is further modified by deleting the last sentence and replacing it with the following:

Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

16. Section 13 of the Agreement is deleted in its entirety and replaced with the following:

**SECTION 13: 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

With a copy to:

Radio System Administrator  
2601 Vista Parkway  
West Palm Beach, FL 33411

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

As to the District:

Chief Executive Officer  
Health Care District of Palm Beach County  
2601 10th Avenue North, Suite 100  
Palm Springs, FL 33461-3133

With a copy to:

Director of Medical Transport and Aeromedical Facilities  
Health Care District of Palm Beach County  
4255 Southern Blvd  
West Palm Beach, FL 33406

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

**SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

18. Except as modified by this Second Amendment and the previous 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 District and County.

(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:

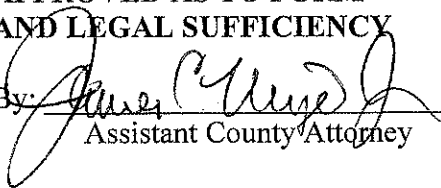
SHARON R. BOCK  
CLERK & COMPTROLLER

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

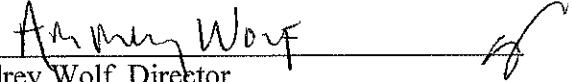
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

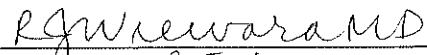
APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

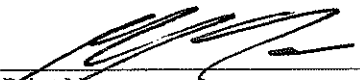
HEALTH CARE DISTRICT OF PALM  
BEACH COUNTY, a political subdivision of  
the State of Florida

By:   
Signature of Witness

By:   
Print Name: RJ Wiewora, MD  
Print Title: CEO

Chris Donohue  
Printed Name of Witness

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Attachment 1

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. Network Maintenance and Administration Plan	June 6, 2002