

## AGENDA ITEM SUMMARY

**Department: Facilities Development & Operations**

**Motion and Title: Staff recommends motion to approve:** a First Amendment to the agreement (R2005-2158) with the City of Margate (City) to extend the term of the agreement until October 31, 2015.

**Background and Justification:** On November 1, 2005, the Board approved the Agreement with the City for a period of five (5) years, expiring on October 31, 2010. After approval of this First Amendment, there will remain two (2) renewal options.

## First Amendment

Date \_\_\_\_\_

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>See below</u>	_____	_____	_____	_____
# 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: \_\_\_\_\_

## III. REVIEW COMMENTS

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

*No Fiscal impact as this is a time extension*

OFMB

Contract Development and Control

*This amendment complies with  
our review requirements.*

### B. Legal Sufficiency:

Assistant County Attorney

### C. Other Department Review:

Department Director

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

## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT** to Agreement R2005-2158 (the "Agreement"), dated November 1, 2005, is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Margate, 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 expires on October 31, 2010, and shall be extended to October 31, 2015.
2. All references in the Agreement to Communications Division shall be deleted and replaced with Electronic Services and Security Division.
3. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

2.01 The Palm Beach County Electronics Services and Security Division's 800 MHz System Administrator will be the City's day to day contact and can be reached at 561-233-0837. The Electronics Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

4. Section 13 of the Agreement is amended, as to the County, to:

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:

800 MHZ System Administrator  
2633 Vista Parkway  
West Palm Beach, FL 33411

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

5. The Agreement is hereby amended to add the following:

### **SECTION 19: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business

with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and to detect waste, corruption and fraud.

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

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: \_\_\_\_\_  
Burt Aaronson, Chair

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

**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

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

By: Audrey Wolf SSC  
Audrey Wolf, Director  
Facilities Development & Operation

**ATTEST:**

**CITY OF MARGATE, a municipal corporation**  
**of the State of Florida**

By: Leslie Wallace May  
Leslie Wallace May, City Clerk

By: Joseph Varsallone  
Joseph Varsallone, Mayor

By: Francis J. Porcella  
Francis J. Porcella, City Manager

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

By: Eugene Steinfeld  
Eugene Steinfeld, City Attorney