

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary Of Fiscal Impact:

Fiscal Year	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
POSITIONS (Cumulative)	<u>-0-</u>	_____	_____	_____	_____

Is Item In adopted Budget? Yes _____ No X

Budget Account No: Fund _____ Agency _____ Org _____ Object _____

B. Recommended Sources Of Funds/Summary of Fiscal Impact:
 Unexpended amounts will be administratively carried forward to FY 2011

C. Departmental Fiscal Review: mg 9/8/10

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

OFMB [Signature]
 9/15/10
 9/15/10
 AD

[Signature] 9/16/10
 Contract Development & Control
 E Jones 9/16/10

This amendment complies with our review requirements.

B. Legal Sufficiency:
[Signature] 9/17/10
 Assistant County Attorney

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF RIVIERA BEACH, FLORIDA**

THIS Amendment is made the first day of October, 2010 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and between the CITY of Riviera Beach, a municipality located in Palm Beach County, Florida (hereinafter "CITY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the COUNTY'S Criminal Justice Commission (CJC), wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse and addiction; and

WHEREAS, the Criminal Justice Commission has recommended the use of Federal Edward Byrne Memorial Justice Assistance Grant funds to support the partnership by providing funds for the CITY to participate; and

WHEREAS, the COUNTY, agreed to reimburse the CITY for the expenses up to the amount of \$168,000 from October 1, 2009 through September 30, 2010 for the Civil Drug Court; and

WHEREAS, the grant is used to pay for the Civil Drug Court, drug treatment and the Family Restart program and the parties entered into this Agreement in order to formalize their relationship with respect to this grant.

WHEREAS, the term of said Interlocal Agreement was from October 1, 2009 through September 30, 2010; and

WHEREAS, the Civil Drug Court is ongoing and there are unexpended dollars through no fault of either party; and

WHEREAS, the parties mutually desire to extend the Interlocal Agreement until December 31, 2010.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the CITY agree as follows:

1. The Term of the Interlocal Agreement is amended to provide that the Interlocal Agreement shall continue until December 31, 2010;
2. The COUNTY'S representative/contract monitor during the term of this Interlocal Agreement shall be Michael L. Rodriguez, or his designee, whose telephone number is (561) 355-4943.

3. 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 contractors and parties doing business with the County and receiving County funds 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 contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud. Where applicable, the cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter ($\frac{1}{4}$) of one (1) percent of the contract price.
4. All other provisions of said Interlocal Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended and remain in full force and effect.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

DATE: _____
(Seal)

ATTEST:
Carrie E. Ward

CITY OF RIVIERA BEACH,
FLORIDA

By: Carrie E. Ward
City Clerk

By: Thomas Masters
Thomas Masters, Mayor

DATE: 9/1/10
(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Rachael Johnson for
Pamala H. Ryan, City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Michael L. Rodriguez
Michael L. Rodriguez
Criminal Justice Commission