

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u>10,593</u>	<u>10,858</u>	<u>11,129</u>	<u> </u>	<u> </u>
External Revenues	<u>(10,593)</u>	<u>(10,858)</u>	<u>(11,129)</u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
 NET FISCAL IMPACT	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u> </u>	<u> </u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 0001 Dept 410 Unit 4150 Object 4901

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

Radio maintenance services will be provided on an as needed basis and will be billed to the Village for reimbursement. Console maintenance services are provided on a lump sum basis.

C. Departmental Fiscal Review: _____ *W 10/24/12*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 12/30/12
OFMB *[Signature]* 10/26

[Signature] 11/1/12
Contract Development and Control
10-31-12 *[Signature]*

B. Legal Sufficiency:

[Signature] 11/5/12
Assistant County Attorney

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 Interlocal Agreement R2009-1969 (the "Agreement"), dated November 17, 2009, is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Village of North Palm Beach, a municipal corporation of the State of Florida ("Village").

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

1. The term of the Agreement expires on November 16, 2012, and shall be extended until November 16, 2015, or until the expiration of the Village's agreement with the County that provides the Village with access to the County's 800 MHz Trunked Radio System, whichever comes first.
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 1 of the Agreement is modified by deleting the first sentence and replacing it with the following:

The purpose of this Agreement is to provide the terms and conditions by which the County will provide comprehensive radio repair services to the Village, including service for the Village's radio consoles as part of the County's Master Service Agreement with Motorola, and the schedule and method of payment to the County for such services.

4. Section 3 of the Agreement is modified by adding subsection 3.05 as follows:

3.05 The Village has two (2) radio communication consoles and associated Console Electronics Bank (CEB) equipment that the County has included within the County's Master Service Agreement. As part of the system access charges billed in November of each year, the Village will be billed a separate line item for the actual maintenance costs incurred by the County for the addition of the Village's equipment to the Master Service Agreement. Any subsequent request from the Village to remove their radio consoles and CEB equipment from the County's Master Service Agreement shall not take effect until the end of the current fiscal year, September 30th.
5. Section 16 of the Agreement is modified by deleting the section heading DELEGATION OF FILING and replacing it with DELEGATION OF DUTY.

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

**SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR
GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. 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 Village and the County.

(remainder of page 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:

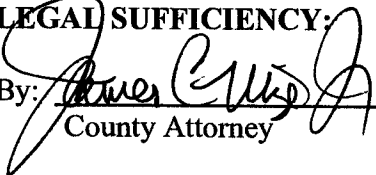
**SHARON R. BOCK
CLERK & COMPTROLLER**

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

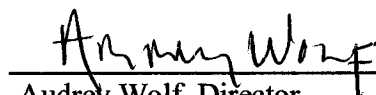
By: _____
Deputy Clerk

By: _____

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

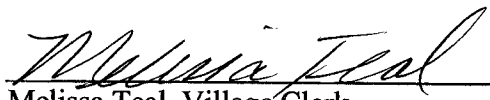
By:  _____
County Attorney

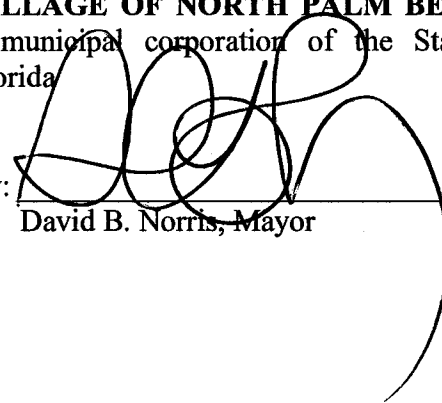
**APPROVED AS TO TERMS AND
CONDITIONS:**

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

**VILLAGE OF NORTH PALM BEACH,
a municipal corporation of the State of
Florida**

By:  _____
Melissa Teal, Village Clerk

By:  _____
David B. Norris, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By:  _____
Leonard G. Rubin, Village Attorney

**PALM BEACH COUNTY
ELECTRONIC SERVICES & SECURITY
RADIO REPAIR MAINTENANCE AGREEMENT**

ATTACHMENT 1

Business Hours Contact Phone # 561-233-0830
After Hours Contact Phone # 561-712-6428

Normal Shop Labor Rate: \$65.00 per hour, per person.
Over Time Shop Labor Rate: \$97.50 per hour, per person.

Contracted Labor Rate: \$135.00 per hour, per person.
Overtime Contracted Labor Rate: \$202.50 per hour, per person.

Procured Parts and/or Related Components: At County Procurement Cost + 5% Administrative Fee

Maintenance Costs for Radio Consoles and CEB Equipment:
October 1, 2012– September 30, 2013: \$10,593.00
October 1, 2013 – Expiration of Contract: To be determined based on County's Master Service Agreement and to be provided under separate cover.