

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	\$800	\$800	\$800	\$800	
External Revenues	(\$800)	(\$800)	(\$800)	(\$800)	
In-Kind Match (County)					
NET FISCAL IMPACT	0*	0	0	0	
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No

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

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 Port for reimbursement.

C. Departmental Fiscal Review: _____ *[Signature]* P 12-13

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB *[Signature]* 8/15/2013
FW 8/14 30x15

Contract Development and Control
[Signature] 8/15/13
8-15-13 B. Wheeler

B. Legal Sufficiency:

[Signature] 8/19/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2010-1275 (the "Agreement"), dated August 17, 2010, is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Port of Palm Beach District, a special independent taxing district and political subdivision of the State of Florida ("Port").

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

1. The term of the Agreement expired on August 16, 2013 and shall be retroactively extended until August 16, 2016, or until the expiration of the Port's agreement with the County that provides the Port with access to the County's Public Safety 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 15 is hereby deleted in its entirety and replaced with the following:

SECTION 15: 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.

4. Section 17 of the Agreement is modified by deleting the section heading DELEGATION OF FILING and replacing it with DELEGATION OF DUTY.
5. The Agreement is hereby modified to add the following:

SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Port.

6. 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 Port and the County.

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: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: *James C. [Signature]*
County Attorney

By: *Audrey Wolf [Signature]* JAC
Audrey Wolf, Director
Facilities Development & Operations

ATTEST/WITNESS

PORT OF PALM BEACH DISTRICT

By: *[Signature]*
Witness/Clerk

By: *[Signature]*
Chairman

By: PEGGY S. GANDIA
Witness/Clerk

George E. Mastics
Printed Name George E. Mastics

[Signature]
Amanda LePore

Attachment I

PALM BEACH COUNTY
ELECTRONIC SERVICES & SECURITY
2601 Vista Parkway, West Palm Beach, FL.
Hours are 8:00 am to 5:00 pm
Monday through Friday, excluding County holidays
Business Hours Contact Phone (561) 233-0830
After Hours/Emergency Contact Phone (561) 712-6428

RADIO REPAIR & MAINTENANCE COSTS		
	Regular	Emergency/Overtime
Shop Labor	\$65.00 per hour, per person	\$97.50 per hour, per person
Contract Labor	\$135.00 per hour, per person	\$202.50 per hour, per person
Procured Parts and/or Related Components	At County Procurement Cost + 5% Admin Fee	