

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

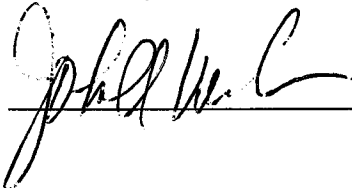
Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>50,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>50,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4230 Object 6401

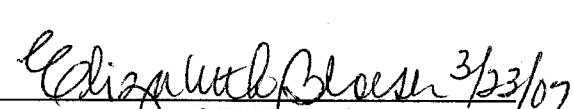

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Although the approval of this item will result in an expenditure in the amount of \$50,000, the Department will be able to absorb the fiscal impact in the current Capital Budget due to significant cost-savings associated with the purchase of already budgeted apparatus.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 3/23/07
 3/29/07
 OFMB 3/22/07 10 3/22
 Contract Dev. and Control
 3/22/07
 3/28/07

B. Legal Sufficiency: **This amendment complies with our review requirements.**

 3/30/07
 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 BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF BELLE GLADE FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES (R2005-2442)

THIS FIRST AMENDMENT entered into on this ___ day of _____, 2006, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County") and the City of Belle Glade, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter "City").

WITNESSETH

WHEREAS, the parties entered into that certain Interlocal Agreement By And Between Palm Beach County and the City of Belle Glade for the Fire Protection and Emergency Medical Services effective October 1, 2006 (R2005-2442) (hereinafter collectively referred to as the "Agreement"); and

WHEREAS, upon entering the Agreement, the parties mistakenly believed there were no outstanding secured interests on any asset being transferred to the County; and

WHEREAS, the parties thereafter learned of the existence of a secured interest on a fire vehicle to be transferred to the County, which interest has now been in paid off in full by the City; and

WHEREAS, based upon this mutual misunderstanding of fact, the parties now desire to amend the Agreement to revise the terms of the Agreement.

NOW, THEREFORE, the County and the City, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

1. The facts set forth in the preamble to this First Amendment are true and correct, and are hereby reaffirmed by the parties.
2. Section 7c of the Agreement is hereby amended to read as follows:
C. Transfer of Equipment

Effective 7:30 a.m. on October 1, 2006, all fire-rescue apparatus and related equipment, staff vehicles, reserve equipment, maintenance and support equipment, and appliances/furnishings presently assigned to the City's Fire Rescue Department identified in Exhibit "2", and any additional fire-rescue equipment and vehicles that may be procured or received by the City prior to the commencement of County services on October 1, 2006, shall be transferred to and shall become the property of the County.

Any secured interests in the vehicles and equipment to be conveyed, shall be paid off, released or terminated, at City's expense, prior to said conveyance. The Fire-Rescue Administrator is hereby authorized to accept said equipment and vehicles on the County's behalf. Upon receipt of documentation verifying any secured interests in the vehicles and equipment to be conveyed are paid in full and receipt of an invoice from the City, the County shall pay to the City Fifty Thousand Dollars (\$50,000) for said equipment and vehicles.

The City hereby represents and stipulates that all vehicles and equipment, both fleet and operating, will be in good working condition upon delivery to the County at 7:30 a.m. on October 1, 2006. Any equipment, vehicles and other items not in good working condition, as determined by both parties, as of October 1, 2006 shall promptly be made so at the City's expense, but not to exceed a total amount of \$50,000.

3. **Effective Date:** This First Amendment shall take effect retroactively to October 1, 2006.
4. Except as specifically modified herein, all terms and conditions of the Agreement are hereby confirmed and shall remain in full force and effect; provided, however, that in the event of any conflict, inconsistency, or incongruity between the provisions of this First Amendment and the provisions of the Agreement, this First Amendment shall control.
5. A copy of this First Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment on the day and year first above written.

ATTEST:
SHARON R. BOCK,
COMMISSIONERS
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: *R.K. Stegman*
Fire-Rescue

ATTEST:

CITY OF BELLE GLADE, FLORIDA
BY ITS CITY COUNCIL

By: *Debra D. Boff*
City Clerk

By: *Ray Torres Sanchez*
Ray Torres Sanchez, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
City Attorney