Agenda Item #: 35-5

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

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Meeting Date: April 10, 2007 Department		Consent Workshop	[]	Regular Public Hearing				
					Submitted For: FIRE RESCUE			
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I. EXECUTIVE BRIEF								

## Motion and Title:

**Staff recommends motion to approve** the First Amendment to the Interlocal Agreement with the City of Belle Glade for the Provision of Fire Protection and Emergency Medical Services (Agreement No. R2005-2442) effective retroactively to October 1, 2006, providing for the payment of \$50,000 for equipment and vehicles transferred to the Cou<del>nty</del>.

#### Summary:

Palm Beach County currently provides fire-rescue services to the City of Belle Glade through the Fire/Rescue MSTU. The County and the City entered into an Interlocal Agreement setting out certain details of the services, including the transfer of certain vehicles and equipment from the City to the County. The City has recently satisfied an interest in one of the fire-rescue apparatus and transferred said vehicle to the County. Approval of this First Amendment provides for a payment of \$50,000 to the City for the vehicles and equipment transferred upon receipt of documentation verifying that any secured interests have been paid in full. <u>District 6 (SB)</u>

#### **Background and Justification:**

On December 20, 2005, the County entered into an Interlocal Agreement with the City of Belle Glade to detail the provision of County Fire-Rescue services to the City, which has opted into the Fire/Rescue MSTU. The Agreement required the City to transfer to the County certain fire-rescue vehicles and equipment, and that any secured interests in the vehicles and equipment be paid off, released or terminated prior to conveyance. The parties mistakenly believed there were no such outstanding secured interests on the assets. Now that the apparatus has been paid off, staff is recommending the agreement be amended to authorize the County to pay to the City a sum of \$50,000 for said equipment and vehicles.

#### Attachments:

1.	First Amendment to	Interlocal	Agreement
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Recommended By:	Deputy Chief	<u>3-21-07</u> Date
Approved By:	man Drice	3-21-07
	Fire-Rescue Administrator	Date

### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years Capital Expenditures Operating Costs	2007	2008	2009	2010	2011
	<u>50,000</u>				` <u> </u>
External Revenues Program Income (County) In-Kind Match (County)			· · ·		
NET FISCAL IMPACT	50,000				
# ADDITIONAL FTE POSITIONS (Cumulative	9)				
Is Item Included in Current	Budget?	Yes_	XNo		
Budget Account No.:	Fund 1300	Dept 440	Unit 4230	Object 640	1

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. <u>REVIEW COMMENTS</u>

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

Contract Dev. a

B. Legal Sufficiency:

This amendment complies with our review requirements.

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.
- 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.

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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:\_\_\_\_\_

By:

Deputy Clerk

By:\_\_\_\_

Addie L. Greene, Chairperson

# APPROVED AS TO FORM AND LEGAL SUFFICIENCY

# APPROVED AS TO TERMS AND CONDITIONS

Bv

Assistant County Attorney

TTEST B City Clerk

CITY OF BELLE GLADE, FLORIDA BY ITS-CATY COUNCIL

By Ray Torres Sanchez, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

B City Attorney

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