

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	650	7,994.	6,828.		
External Revenues	(650)	(7,994)	(6,828)		
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0.	0.	0.		
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget: ^{and Proposed}	Yes	<input checked="" type="checkbox"/>	No		
Budget Account No:					
Fund	0001	Dept	410	Unit	4150
Revenue Source					4901

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

Dispatch console costs are contracted with Motorola and the County will invoice the City for the cost. The first year (\$7,799.12) was prorated for a 9/11/15 agreement date. An increase of 2.5% is budgeted for the additional years.

In addition, the City will be invoiced hourly maintenance services for parts provided by the County. Depending on if and when these services are utilized by the City, the fiscal impact of revenue can vary. There is no additional cost to the County to provide these maintenance services.

C. Departmental Fiscal Review: _____ *6/19/15*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Sherry Brown

 OFMB *6/24/15*

Dr. J. Jordan

 Contract Development and Control *6/26/15*
6-26-15 B. Wheeler

B. Legal Sufficiency:

W. C. [Signature]

 Assistant County Attorney *6/30/15*

C. Other Department Review:

 Department Director

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to Interlocal Agreement R2012-1249 (the "Agreement"), dated September 11, 2012, is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Greenacres, Florida, a municipal corporation of the State of Florida ("City").

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

1. The term of the Agreement expires on September 10, 2015 and shall be extended to July 21, 2017 or until the earlier termination or expiration of the City's direct access agreement with the County that provides the City with access to the County's Public Safety 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 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 2: RADIO MANAGEMENT FACILITY

The County operates a radio maintenance & repair facility. The facility is located at 2633 Vista Parkway, West Palm Beach, FL 33411-5610. The facility is staffed and operated at 8:00 am to 5:00 pm for all repairs and administrative support, Monday through Friday, excluding County holidays. Upon execution of this Agreement, the County will provide the City with emergency numbers whereby County personnel can respond to emergencies.

4. Section 4.02 of the Agreement is hereby deleted in its entirety.
5. Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY CITY

The City will provide the County with the information necessary to code all radio and/or communication equipment into the County's automated management system and provide County with encryption codes as reasonably necessary for County to perform the services set forth in this Agreement.

6. Section 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the City:

Greenacres Public Safety
City of Greenacres
2995 Jog Road
Greenacres, FL 33467

City Manager
City of Greenacres
5985 10th Avenue North
Greenacres, FL 33463

7. The Agreement is hereby modified to add the following:

SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Agreement 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 Agreement, including, but not limited to, any citizen or employees of the County and/or the City.

8. The Agreement is hereby modified to add the following:

SECTION 19: NONDISCRIMINATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

9. 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 City and the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY 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

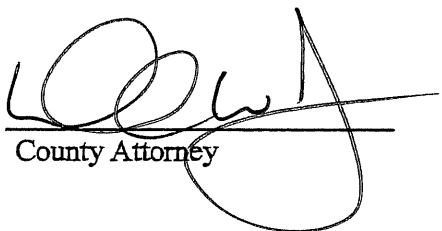
PALM BEACH COUNTY, a political
subdivision of the State of Florida

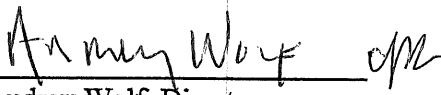
By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


APPROVED AS TO TERMS AND
CONDITIONS:

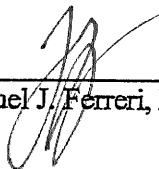
By: 
County Attorney

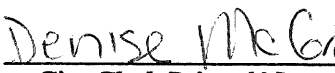
By:  *AW*
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

CITY OF GREENACRES, FLORIDA, a
municipal corporation of the State of Florida

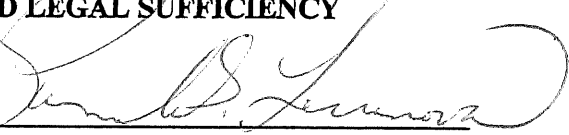
By: 
Denise McGrew, City Clerk

By: 
Samuel J. Ferreri, Mayor

By: 
City Clerk Printed Name



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Pamela S. Terranova, City Attorney

Attachment I

PALM BEACH COUNTY
ELECTRONIC SERVICES & SECURITY
2633 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	
Maintenance Costs Consoles and CEB Equipment	October 1, 2015 – September 30, 2016: \$ 7,994.10 October 1, 2016 – September 30, 2017: \$ 8,193.95 October 1, 2017 – September 30, 2018: To be determined based on County's Master Service Agreement and to be provided under separate cover.	