

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Does this item include the use of federal funds? Yes _____ No _____

Budget Account
 No:
 Fund _____ Dept _____ Unit _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

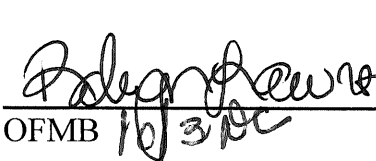
B. Recommended Sources of Funds/Summary of Fiscal Impact:

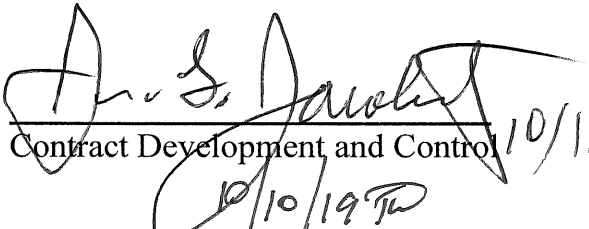
* There is no fiscal impact associated with this item

C. Departmental Fiscal Review: 

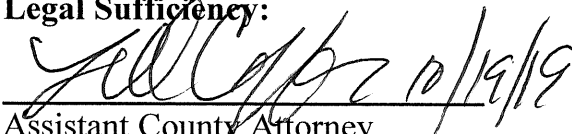
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 10/8/19
 OFMB 10/3/19 Lt 10/8

 10/11/19
 Contract Development and Control 10/10/19 TD

B. Legal Sufficiency:

 10/19/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

TERMINATION AGREEMENT

This Termination Agreement is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and Town of South Palm Beach, a municipal corporation of the State of Florida (“Participant”).

WITNESSETH

WHEREAS, on October 6, 2009, the County approved an Interlocal Agreement (R2009-1661) amended on September 10, 2013 by First Amendment to Interlocal Agreement (R2013-1166) and on August 15, 2017 by Second Amendment to Interlocal Agreement (R2017-1032) (the “Direct Access Agreement”) which provided the Participant with direct access to the County’s Public Safety Radio System to October 4, 2021; and

WHEREAS, on December 16, 2014, the County approved an Interlocal Agreement (R2014-1920) amended on August 15, 2017 by First Amendment to Interlocal Agreement (R2017-1034) (the “Maintenance Agreement”) which provided the Participant with radio equipment maintenance services (subscriber units and consoles) to October 4, 2021; and

WHEREAS, on June 18, 2019, the Participant approved the merger of its police department with the Palm Beach County Sheriff’s Office (PBSO) to be effective on October 1, 2019; and

WHEREAS, the Participant will not require the services provided by the Direct Access Agreement or the Maintenance Agreement when the approved contract takes effect and has requested an early termination of both Agreements; and

WHEREAS, County is agreeable to the early termination of both Agreements; and

WHEREAS, the parties desire herein to set forth the terms and conditions for the termination of the Direct Access Agreement and the Maintenance Agreement.

Now, therefore, in consideration of the mutual promises contained herein, the County and Participant agree as follows:

1. The Direct Access Agreement terminated effective at 11:59 pm on September 30, 2019.
2. The Maintenance Agreement terminated effective at 11:59 pm on September 30, 2019.
3. This Termination Agreement supersedes and replaces conflicting terms and conditions contained in the Direct Connect and Maintenance Agreements and to the extent of, and in the event of a conflict, the provisions of this Termination Agreement prevail

IN WITNESS WHEREOF, the parties have caused this Termination Agreement be executed on the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

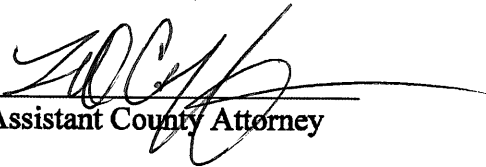
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**


By: _____
Deputy Clerk

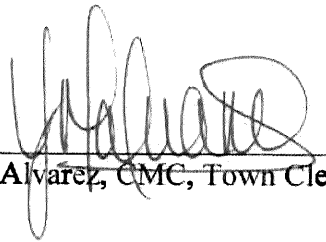
By: _____
Mack Bernard, Mayor

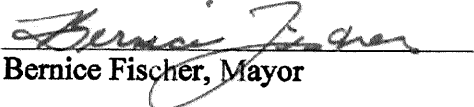
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**


By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

ATTEST: 
By: _____
Yude Alvarez, CMC, Town Clerk

TOWN OF SOUTH PALM BEACH
By: 
Bernice Fischer, Mayor

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

By: 
Glen J. Torcivia, Esq, Town Attorney

