

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 23, 2010 Consent Regular
 Workshop Public Hearing

Department

Submitted By: PUBLIC SAFETY
Submitted For: EMERGENCY MANAGEMENT

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I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to: Receive and File** an executed interlocal agreement with the City of Lake Worth to provide grant project funding of \$100,000 from October 7, 2009 through April 30, 2010 for the purchase and installation of a complete security camera system at the Lake Worth Water Treatment Plant as approved by the Fort Lauderdale Urban Area Security Initiative (UASI) Grant 2007 contract between the City of Miramar.

Summary: The County was awarded \$412,745 from the US Department of Homeland Security 2007 Grant through the Fort Lauderdale UASI. One project totaling \$100,000 was awarded to the City of Lake Worth. This interlocal agreement provides the mechanism to establish the grant award to the City of Lake Worth. Resolution R-2006-2669 approved by the Board of County Commissioners on December 05, 2006 authorized the County Administrator or his designee to execute standard UASI sub-grant agreements with various governmental and private agencies on behalf of the Board of County Commissioners. No County match is required. Countywide (GB)

Background and Policy Issues: In early 2006, the Fort Lauderdale UASI was credited with the State of Florida and the Federal Department of Homeland Security established a new Urban Area for Security Initiatives (UASI). This new UASI was created using the cities of Fort Lauderdale, Miramar, Miami Gardens, Hollywood, and Coral Springs as the core cities. At the first organizational meeting of UASI, the core cities invited the Counties of Broward and Palm Beach to participate as equal partners. Subsequently, the City of Coral Springs and the Sheriff's Office of Broward and Palm Beach Counties were also invited to participate as equal partners. The City of Miramar accepted the duties and responsibilities of representing the UASI to the State and Federal Governments as the UASI's fiscal agent and point of contact. Fiscal Year 2007 was the second year that Palm Beach County received this grant. The UASI grant is now awarded on an annual basis by the Federal Government through the State of Florida.

Attachments:

- 1) Interlocal Agreement with the City of Lake Worth, Florida

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Recommended and Approved: *Victor J. Bonvento* *1/10/09*
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>100,000.</u>	_____	_____	_____	_____
External Revenues	<u>(100,000.)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>- 0 -</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>- 0 -</u>	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 1427 Department 662 Unit 7351 Object 8101

Revenue: Fund 1427 Department 662 Unit 7351 Rev. Source 3129

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

Funding is provided by the Urban Area for Security Initiatives (UASI) Grant for FY 2007 received through the City of Miramar, Florida, fiscal agent for UASI in this area. A Memorandum of Agreement with the City of Miramar covering the full UASI Grant allocation of \$412,745 to Palm Beach County as well as the related Budget Amendment and Budget Transfer relating to this sub-grant with the City of Lake Worth in the amount of \$100,000 were originally approved by the Board of County Commissioners by Agenda Item 3.X.1. on April 15, 2008. This City of Lake Worth UASI FY 2007 grant funded project was again re-budgeted for FY 2010 during the annual County budgeting process. Funding availability will continue through April 30, 2010.

C. Departmental Fiscal Review:

[Signature]
Stephanie Seimoha
1/27/10

III. REVIEW COMMENTS

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

[Signature] 11/30/09
OFMB 2/2/10
11-19-09
1-26-10
mm

[Signature] 1/20/10
Contract Development & Control

B. Legal Sufficiency:

[Signature] 2/2/10
Assistant County Attorney

C. Other Department Review:

Department Director



OFFICE OF THE CITY CLERK

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1662 · Fax: 561-586-1750

December 14, 2009


Denis J. Krajec
Financial Analyst II
Public Safety Department, Administration
Palm Beach County Emergency Operations Center
20 South Military Trail, Room 179
West Palm Beach, Florida 33415

RE: Interlocal agreement

Dear Mr. Krajec:

Attached please find three original interlocal agreements approved by the City Commission for Lake Worth Water Treatment Plant Security Improvements. As requested, I have filled in the blank areas on the signature page. The City Commission authorized the City Manager to sign the agreements; therefore, the Mayor did not execute on behalf of the City. Upon execution by the County, please provide the City with a fully executed copy for our records.

Sincerely


Pamela J. Lopez, MMC
City Clerk

enclosures

Topics in the Tropics
Information Line:
561-586-1791

Working Together


City of Lake Worth
Where the Tropics Begin
www.lakeworth.org

AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, HEREIN REFERRED TO AS "COUNTY" AND THE CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA, HEREIN REFERRED TO AS "AGENCY".

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the federal government created the Ft. Lauderdale Urban Area Security Initiative (UASI) which consists of the core cities of Fort Lauderdale, Miramar, Hollywood, Pembroke Pines, and Miami Gardens; and

WHEREAS, the Ft. Lauderdale UASI invited the Palm Beach County Board of County Commissioners and the Sheriff of Palm Beach County to participate in the Ft. Lauderdale UASI as equal partners with its core cities; and

WHEREAS, the Ft. Lauderdale UASI has identified the City of Miramar as its fiscal agent in all dealings related to the UASI; and

WHEREAS, the Ft. Lauderdale UASI, through the City of Miramar, will provide \$412,745 (Four Hundred Twelve Thousand and Seven Hundred Forty Five Dollars) as a portion of the UASI funds to Palm Beach County as a sub-grantee; and

WHEREAS, The City of Lake Worth (AGENCY) has been identified as a recipient of \$100,000 of the funds granted to Palm Beach County.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Article 1. Purpose

This agreement delineates the responsibilities of the AGENCY for activities under FY2007 Urban Area Security Initiative (UASI) which was made available by the U.S. Department of Homeland Security, through the Office for Domestic Preparedness and the State of Florida.

Article 2. Scope

The provisions of this agreement apply to FY2007 UASI activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of, a terrorist event.

No provisions of this agreement limit the activities of AGENCY in performing local and state functions.

Article 3. THE AGENCY agrees to:

A. Submit a detailed budget conforming to the Scope of Work (Attachment 1) prior to initiating any work or purchase of equipment, goods, or services.

B. Submit a Resolution from the AGENCY that the AGENCY complies with the requirements identified/established by the National Incident Management System (NIMS) and the National Response Plan (NRP).

C. Comply with reporting requirements identified in Attachment 2.

D. Maintain the items purchased in working order for the life of the items.

E. If appropriate, provide the purchased items to the UASI for mutual aid allocation to other governmental agencies within the UASI region.

F. Complete the project as soon as possible and no later than the termination date set forth herein.

G. Submit a Final Invoice. In order for both parties to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

H. Not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

I. Maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.

J. Comply with the requirements of the UASI Grant Program FY 2007 and the terms, conditions, certifications and other requirements contained in the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and the City of Miramar, attached hereto as "Attachment 3", including but not limited to budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.

Article 4. Palm Beach County agrees to:

A. Review invoices received from the AGENCY to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the UASI fiscal agent for review and approval. Upon approval by the UASI, the COUNTY will send the AGENCY's approved invoice to the COUNTY's Finance Department for payment. Invoices

will normally be paid within thirty (30) days following the COUNTY representative's submittal. Invoices not approved will be returned to AGENCY for correction and resubmittal.

B. Reimburse AGENCY an amount not to exceed \$100,000 when properly invoiced requests have been approved by the UASI.

Article 5. Term of Agreement and Obligation to Pay

A. The term of this agreement commences upon execution by the AGENCY and COUNTY and terminates on April 30, 2010 unless otherwise extended upon the written agreement of each party.

B. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Article 6. Liability

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall be responsible to the AGENCY for any actions, claims or damages arising out of COUNTY's negligence in connection with this Agreement, and AGENCY shall be responsible to COUNTY for any actions, claims, or damages arising out of AGENCY's negligence in connection with the Agreement. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to either party.

Article 7. Indemnification

The COUNTY recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the COUNTY may possess and COUNTY reserves all such rights as against any and all claims that may be brought under this Agreement.

The AGENCY recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the AGENCY may possess and AGENCY reserves all such rights as against any and all claims that may be brought under this Agreement.

Article 8. Insurance

The Parties will maintain the following insurance policies during the term of this Agreement:

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The AGENCY further agrees to provide the COUNTY with a copy of said insurance certificate.

Article 9. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 10. Modifications of Work

This Agreement or the Scope of Work may be modified or amended only by mutual written consent of the AGENCY, COUNTY, and the UASI fiscal agent.

Article 11. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

Article 12. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 13. Notices

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to COUNTY to:

Vincent J. Bonvento,
Assistant County Administrator/Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Denise M. Nieman, County Attorney
301 N. Olive Ave.
West Palm Beach, FL 33401

If to AGENCY to: Susan Stanton
City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

With a copy to: Rebecca Matthey
Utilities Director
1900 2nd Avenue North
Lake Worth, FL 33461

Article 14. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 15. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

Article 16. Assignment; Binding Agreement

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Article 17. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida. Venue shall lie in Palm Beach County, Florida.

Article 18. Entirety of Contractual Agreement


The COUNTY and AGENCY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 10-Modifications of Work.

Article 19. Termination

This Agreement may be terminated without cause by either party to the Agreement upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed by its City manager on behalf of the City Commission and the COUNTY has caused the Agreement to be executed on behalf of its Board of County Commissioners.

Lake Worth OF
PALM BEACH COUNTY, FLORIDA

By: Susan A. Stanton
TITLE City manager


ATTEST: _____

DATE: _____


By: _____
TITLE

ATTEST: _____

DATE: _____

By: _____
TITLE

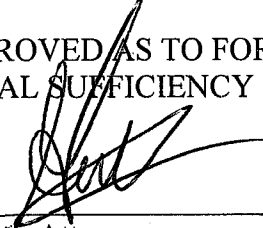
PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: 
Vincent J. Bonvento,
Asst County Administrator/Director
Department of Public Safety

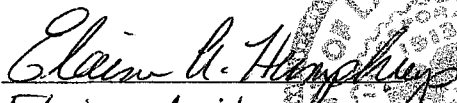

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

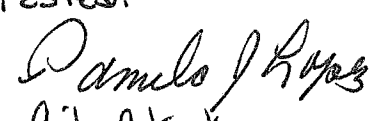
By: 
County Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Elaine A. Humphreys
Acting City Attorney


APPROVED AS TO TERMS AND
CONDITIONS

By: 
City Manager

ATTESTED:
 10/2/09
City Clerk

Attachment 1

SCOPE OF WORK

The Lake Worth Water Treatment Plant is located at 301 S. College Street, on approximately 7.25 acres, and is permitted to treat a maximum of 12.9 Million-Gallons-per-Day (MGD). During 2007, the average daily flow to the system was 6.094 MGD and the peak daily flow was 8.027 MGD. Raw untreated water from the Surficial Aquifer is pumped out of 15 production wells located within a half-mile area of the plant. Wells are installed to a depth of 200 to 300 feet and draw water from the Surficial Aquifer through limestone formations along the coastal ridge. Water from the well system is pumped to the treatment plant, which utilizes a lime softening/filtration process which provides lime softening, filtration, chemical addition, and disinfection processes. The lime softening facility consists of a rapid-mix chamber, two horizontal flocculation and sedimentation basins (settling basins), and six multimedia gravity. The City's water storage facilities include three above ground storage tanks, two clearwells and two elevated storage tanks to meet peak hourly and fire flow demands, and to provide adequate contact time for disinfection prior to distribution.

The City of Lake Worth's water service area includes all residents within the Lake Worth City Limits and outside the City limits generally east of Congress Avenue from 10th Avenue North south to Hypoluxo Road.

City of Lake Worth Water Treatment Plant Security Improvements

The project is to install a complete working security camera system. Four Fix mount cameras shall be aimed to provide the maximum coverage. The command equipment shall be expandable for future equipment connection.

The scope of work will include the following items:

1. Install conduit around the fence for the new site security camera poles including all trenching, installation and backfill.
2. Install (4) four concrete poles with camera hardware.
3. Install (2) two PTZ Cameras on the building.
4. Install exposed conduit within the building for the cameras.
5. Install the Security Command Equipment in the control room.
6. Install all fiber optic cable for the site cameras.

All necessary connections, hardware, wiring, programming, will be provided for a complete working system in place. Training for the staff shall also be included as part of the package provided by the contractor

Total Grant Budget:

\$100,000

Attachment 2

Reimbursement of Expenses

In order for the authorized expenses to be reimbursed, the documentation in support of the expenses must be submitted to the Palm Beach County Public Safety Department. Examples of documentation are as follows:

- Executed Contracts
- Purchase Requisitions
- Purchase Order
- Paid Invoice
- Copies of checks
- Serial Number of Equipment Purchased
- Authorized Equipment List (AEL) Number
- Equipment Custodian
- Equipment Location
- Photographs of Equipment

Reimbursement claims are first submitted to the City of Miramar for submission to the Florida Department of Emergency Management (FDEM) for approval/