

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 3, 2015	[X]	Consent Ordinance	[] Regular [] Public H	[earing
Department:	Facilities Development &	Operations			
	I. <u>EXE</u>	CUTIVE BI	RIEF		
Motion and Title: Agreement (R2001-0 of the Agreement to	Staff recommends motion 200) (the "Agreement") with February 4, 2021.	on to approith the City o	ve: a Third A f Boynton Bea	Amendment to that it is a child ("City") to ext	he Interlocal tend the term
City can use the Co County SmartZone County SmartZone Coptions, each for a pagreement to Februar Agreement, the City microwave system. The Interlocal Agreementice. The Third A - 2-440 establishing beneficiaries, and additional and Juwith the City for a peapproved the First And 6, 2011 (R2006-055)	reement with the City, who unty's microwave system ontroller expires on February 4, 2021 and the renewary a pro rata share of the The costs for each fiscal years ment may be terminated by mendment renews the term the Office of the Inspect distribution: On February eriod of five (5) years expire mendment to the Interlocal 4). On February 1, 2011 extending the term to February 1, 2011	to transport ary 4, 2016. The City has appeared are provided are provided are provided for General, and are grown and are grown are for General, the Board	radio signals The Agreement oproved a rene res Board appro- l and maintena ided by the Co y, with or with for disclosure of provides for on clause. (ES e Board appro- uary 6, 2006. retroactively ex- approved the	from the City's to provides for four twal to extend the roval. Under the ance costs associated ounty by March hout cause, with of County Code South the exclusion of the exclusi	tower to the r (4) renewal e term of the terms of the ated with the 1 st annually. one (1) year section 2-421 f third party (MJ) Il Agreement 16, the Board in to February Iment to the
there will be one (1):	remaining renewal option.	, ,			· · · · · · · · · · · · · · · · · · ·
Attachments:					
Third Amendment To	o Interlocal Agreement				
Recommended By:	An mm Department			Date 15	DE
Approved By:	County Adm	Ker	<u> </u>	/0/22//5 Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:							
Fisca	l Years	2016	2017	2018	2019	2020	
_	tal Expenditures			-			
	rating Costs rnal Revenues	<u>(\$5,921)</u>	(\$5,921)	(\$5,921)	(\$5,921)	<u>(\$5,921)</u>	
_	ram Income						
(Cou In-K	nty) ind Match (County			-	***************************************		
NET	FISCAL IMPACT	<u>(\$5,921)</u>	(\$5,921)	(\$5,921)	(\$5,921)	(\$5,921)	
POS	DITIONAL FTE ITIONS nulative)						
Is Ite	em Included in Curre	nt Budget:	Yes	X No	-		
Budget Account No: Fund 0001 Dept 410 Unit 4150 Revenue Source 4901 (\$5,921)							
B. Recommended Sources of Funds/Summary of Fiscal Impact:							
C. Departmental Fiscal Review:							
III. <u>REVIEW COMMENTS</u>							
A. OFMB Fiscal and/or Contract Development Comments:							
	OFMB William Control Brokely 10-2015						
В.	Legal Sufficiency: Assistant-County Att		122/15	V			
C.	Other Department 1	Review:					
	Department Director		-				

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

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT to Interlocal Agreement (R2001-0200, as amended by R2006-0554 and R2011-0121) collectively referred to herein as the "Agreement" is made as of _______, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and the City of Boynton Beach, a municipal corporation of the State of Florida ("City").

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

- 1. The term of the Agreement expires on February 4, 2016, and shall be extended to February 4, 2021.
- 2. The Agreement is hereby modified to add the following:

SECTION 19: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 20: 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 City.

SECTION 21: NON-DISCRIMINATION

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.

3. Except as modified by this Third 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 County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Third Amendment to 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:	By: Shelley Vana, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
By: County Attorney	By: Audrey Wolf, Director Facilities Development & Operations
ATTEST:	CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida
By: Praerito Janet M. Prainito, MMC, City Clerk	By: Lerry aylor Jerry Taylor, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	TE TE TE TE TE TE TE TE
By: Marahudeman Asst City/Attorney	170N B

Print City Attorney's Name

NON-DISCRIMINATION AFFIRMATION AND CERTIFICATION

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.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County contained in R-2014-1421, as amended, stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, or such policy is not consistent with Palm Beach County's policy, the entity shall be required to sign a statement affirming they will conform to Palm Beach County's non-discrimination policy as stated above.

CERTIFICATION

The City of Boynton Beach does not have a written non-discrimination policy or one that complies with Palm Beach County's policy as stated above; however the City of Boynton Beach affirms that it will conform to County's non-discrimination as contained in R-2014-1421, as amended.

CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida

Ву

Date

ATTEST:

Janet M. Prainito, MMC, Town Clerk