# Agenda Item # 4

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

| Meeting Date: | April 4, 2017 | Consent<br>Ordinance | [] | Regular<br>Public Hearing |
|---------------|---------------|----------------------|----|---------------------------|

# Department: Facilities Development & Operations

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to extend the term of the Interlocal Agreement with the State Attorney's Office (R2012-1678), providing fleet management services until March 15, 2022.

Summary: The Interlocal Agreement (Agreement) provides the terms and conditions under which the County provides fleet management services expired on March 15, 2017. The Agreement provides for one – five (5) year renewal but renewals require approval by both parties. State Attorney's Office has approved a renewal to retroactively extend the term of the Agreement through March 15, 2022. The renewal now requires Board approval. The County does not require any additional staffing and/or equipment to extend this Agreement, and as such, this Agreement will result in increased revenues to Fleet Management. This First Amendment renews the term, replaces the attachment, and adds standard County Inspector General, Third Party Beneficiary, Independent Contractors and Non-discrimination provisions. Other than the changes set forth herein, all other terms remain the same. (FDO – Admin) Countywide (LDC)

**Background and Justification:** The Interlocal Agreement between the County and the State Attorney's Office which provides the terms and conditions under which the County provides fleet management services to has expired on March 15, 2017. The Agreement provides for one – five (5) year renewal but renewals require approval by both parties. State Attorney's Office has approved a renewal to extend the term of the Agreement through March 15, 2022. The renewal now requires Board approval. Following approval of this Amendment, there will be no remaining renewals.

Since the County does not require additional staffing and/or equipment to extend this Agreement, there will be an increase in revenues to Fleet Management as a result of this Agreement. The actual amount of revenue to be generated will depend on the level of use by the State Attorney's Office.

#### Attachments:

First Amendment to Interlocal Agreement

Recommended By:

Hamy WOF

**Department Director** 

**Approved By:** 

**County Administrator** 

Date

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

| Fiscal Years                                  | 2017           | 2018     | 2019      | 2020      | 2021     |
|---|----------------|----------|-----------|-----------|----------|
| Capital Expenditures                          |                |          |           |           |          |
| <b>Operating Costs</b>                        | 85,000         | 85,000   | 85,000    | 85,000    | 85,000   |
| <b>External Revenues</b>                      | (85,000)       | (85,000) | (85,000)  | (85,000)  | (85,000) |
| Program Income                                |                |          |           |           |          |
| (County)                                      |                |          |           |           |          |
| In-Kind Match                                 |                |          |           |           |          |
| (County                                       |                |          |           |           |          |
| NET FISCAL                                    |                |          |           |           | ,        |
| IMPACT  | 0              | 0        | 0         | 0         | 0        |
| # ADDITIONAL FTE<br>POSITIONS<br>(Cumulative) |                |          |           |           |          |
| Is Item Included in C                         | urrent Budget: | Yes X    | K No      |           |          |
| Budget Account No:                            |                |          |           |           | ,        |
| Fund <u>5000</u> De                           | pt <u>410</u>  | Unit7100 | Revenue S | ource var | ious     |

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

Services are provided on an as-needed basis and the expenditures/revenues above are estimated based on last fiscal year's expenditures. The FY 2016 breakdown of the services and funding sources is as follows:

|        | Maintenance | Fuel        | Policy      | Total       |
|--------|-------------|-------------|-------------|-------------|
| State  | \$22,269.52 | \$6,597.57  | \$272.50    | \$29,139.59 |
| County | \$13,401.43 | \$4,937.85  | \$30,585.00 | \$48,924.28 |
| Total  | \$35,670.95 | \$11,535.42 | \$30,857.50 | \$78,063.87 |

C. Departmental Fiscal Review:

#### **III. <u>REVIEW COMMENTS</u>**

C. Other Department Review:

Department Director

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

#### FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2012-1678, dated November 20, 2012, is made as of \_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the State of Florida, State Attorney's Office, 15<sup>th</sup> Judicial Circuit (hereinafter referred to as "Office").

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

- 1. The term of Agreement R2012-1678, expired on March 15, 2017, and shall be retroactively extended through March 15, 2022.
- 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. The Agreement is hereby modified to add the following:

## **SECTION 17: INSPECTOR GENERAL**

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.

4. 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 Office.

Page 1 of 3

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

#### SECTION 19: INDEPENDENT CONTRACTORS

The relationship between the Office and the County is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

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

#### **SECTION 20: 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 Office 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 Office 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 Office will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

7. All other terms of Agreement R2012-1678 remains unmodified and in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County and the City has hereunto set its hand the day and year above written.

ATTEST:

| SHARON R. BOCK<br>CLERK & COMPTROLLER  | PALM BEACH COUNTY, a political subdivision of the State of Florida   |
|--|--|
| By:<br>Deputy Clerk  | By:, Mayor   |
| APPROVED AS TO FORM AND<br>LEGAL SUFFICIENCY:<br>By:<br>County Attorney              | APPROVED AS TO TERMS AND<br>CONDITIONS:<br>By: <u>Automatical Automatical </u> |
| ATTEST:<br>By:<br>Witness Signature<br><u>Jeanne D. Haward</u><br>Print Witness Name | STATE OF FLORIDA, Office of the State<br>Attorney 15 <sup>th</sup> Judicial Circuit<br>By:<br>By:<br>Signature<br>Dave Archesa, State Attorney<br>Printed Name and Title   |



1

# ATTACHMENT 1 Palm Beach County Facilities Development & Operations Fleet Management Division Fueling Sites

· ... •

| Location  | Fuel Type          | Hours of Operation            |
|---|--------------------|-------------------------------|
| Fleet Management<br>2633 Vista Parkway, WPB                   | Unleaded<br>Diesel | 24 Hours                      |
| PBIA<br>3700 Belvedere Road, WPB                              | Unleaded<br>Diesel | 24 Hours                      |
| Criminial Justice Complex<br>3228 Gun Club Road, WPB          | Unleaded           | 24 Hours                      |
| Sheriff Substation<br>17901 SR#7, Boca Raton                  | Unleaded           | 24 Hours                      |
| PBSO – Park Vista High School<br>7894 Jog Road, Lake Worth    | Unleaded           | 24 Hours                      |
| South County Courthouse<br>345 S. Congress, Delray Beach      | Unleaded<br>Diesel | 24 Hours                      |
| North County Complex<br>8130 Jog Road, WPB                    | Unleaded<br>Diesel | 24 Hours                      |
| Pahokee<br>580 State Market Rd, Pahokee                       | Unleaded<br>Diesel | 24 Hours                      |
| Mosquito Control<br>9011 Lantana Road, Lake Worth             | Unleaded           | 24 Hours                      |
| South Region Utilities<br>13026 Jog Road, Delray Beach        | Unleaded<br>Diesel | 24 Hours                      |
| West County Gov't<br>38951 James Wheeler Way, Belle Glade     | Unleaded<br>Diesel | 24 Hours                      |
| John Prince Park<br>5020 S Congress Ave, Lake Worth           | Unleaded<br>Diesel | 7:00 am – 4:00 pm<br>Weekdays |
| Jupiter (@SWA)<br>14185 N Military Trail                      | Unleaded           | 7:00 am – 5:00 pm<br>Weekdays |
| Central Water Utilities<br>8100 Forest Hill Blvd., Greenacres | Unleaded<br>Diesel | 7:00 am – 5:00 pm<br>Weekdays |