

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 20, 2017 [X] Consent [] Regular
[] Ordinance [] 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 Office of the Public Defender, 15th Judicial Circuit (R2012-1677), providing fleet management services through July 12, 2022.

Summary: The Interlocal Agreement (Agreement) which provides the terms and conditions under which the County provides fleet management services expires on July 12, 2017. The Agreement provides for one – five (5) year renewal but renewals require approval by both parties. The Office of the Public Defender has approved a renewal to extend the term of the Agreement through July 12, 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, 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 Office of the Public Defender which provides the terms and conditions under which the County provides fleet management services to is expiring on July 12, 2017. The Agreement provides for one – five (5) year renewal but renewals require approval by both parties. The Office of the Public Defender has approved a renewal to extend the term of the Agreement through July 12, 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 Office of the Public Defender.

Attachments:
First Amendment to Interlocal Agreement

Recommended By: *[Signature]* *Amy Welf* *5/20/17*
Department Director Date

Approved By: *[Signature]* *Verdemia C. Baker* *6/12/17*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	56,000	56,000	56,000	56,000	56,000
External Revenues	(56,000)	(56,000)	(56,000)	(56,000)	(56,000)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No:

Fund 5000 Dept 410 Unit 7100 Revenue Source various

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	\$6,404.30	\$7,528.15	\$0.00	\$13,932.45
County	\$8,444.41	\$3,840.26	\$29,340.00	\$41,624.67
Total	\$14,848.71	\$11,368.41	\$29,340.00	\$55,557.12

C. Departmental Fiscal Review: Kym Sauer 5/23/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 5/26/17
 OFMB 5/25/17
[Signature] 6/16/17
 Contract Development and Control
 6/5/17

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

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 R2012-1677, 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 Office of the Public Defender, 15th 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 R2012-1677, expires on July 12, 2017, and shall be extended through July 12, 2022.
2. 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.

3. 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.

4. 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.

5. 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.

6. All other terms of Agreement R2012-1677 remain 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
CLERK & COMPTROLLER

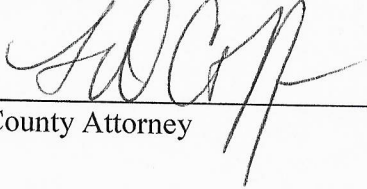
PALM BEACH COUNTY, a political
subdivision of the State of Florida

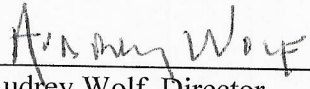
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

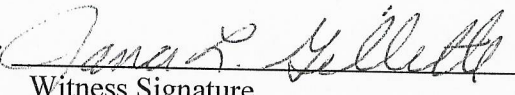
APPROVED AS TO TERMS AND
CONDITIONS:

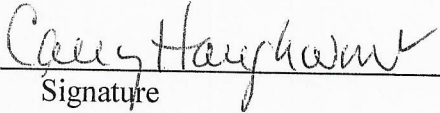
By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

OFFICE OF THE PUBLIC DEFENDER,
15TH JUDICIAL CIRCUIT

By: 
Witness Signature
Jana L. Gillette
Print Witness Name

By: 
Signature
Carey Haughwout, Public Defender
Printed Name and Title