

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	July 11, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF



Motion and Title: Staff recommends motion to approve: First Amendment to retroactively extend the term of the Interlocal Agreement with the Clerk & Comptroller, 15th Judicial Circuit (R2012-1679), providing fleet management services retroactively through June 7, 2022.

Summary: The Interlocal Agreement (Agreement) provides the terms and conditions under which the County provides fleet management services expired on June 7, 2017. The Agreement provides for one – five (5) year renewal but renewals require approval by both parties. Clerk & Comptroller has approved a renewal to retroactively extend the term of the Agreement through June 7, 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 Clerk & Comptroller which provides the terms and conditions under which the County provides fleet management services to the Clerk & Comptroller has expired on June 7, 2017. The Agreement provides for one – five (5) year renewal but renewals require approval by both parties. Clerk & Comptroller has approved a renewal to extend the term of the Agreement through June 7, 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 Clerk & Comptroller.

Attachments:
First Amendment to Interlocal Agreement

Recommended By:	 <u>Army Wolf</u>	<u>5/31/17</u>
	Department Director	Date
Approved By:	 <u>K Baker</u>	<u>6/27/17</u>
	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	49,000	49,000	49,000	49,000	49,000
External Revenues	(49,000)	(49,000)	(49,000)	(49,000)	(49,000)
Program Income					
(County)					
In-Kind Match					
(County)					
NET FISCAL IMPACT	0	0	0	0	0
# 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
Total	\$11,350.80	\$6,736.15	\$29,976.00	\$48,063.00

C. Departmental Fiscal Review: Kaye Sykes 6/9/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB ET 6/14 6/15/17 Contract Development and Control 6/15/17

B. Legal Sufficiency:

Assistant County Attorney 6/16/17

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 R2012-1679, 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 Clerk & Comptroller, 15th Judicial Circuit (hereinafter referred to as "Clerk").

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

1. The term of Agreement R2012-1679, expired on June 7, 2017, and shall be retroactively extended through June 7, 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 Clerk.

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

SECTION 19: INDEPENDENT CONTRACTORS

The relationship between the Clerk 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 Clerk 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 Clerk does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that Clerk will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

6. All other terms of Agreement R2012-1679 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

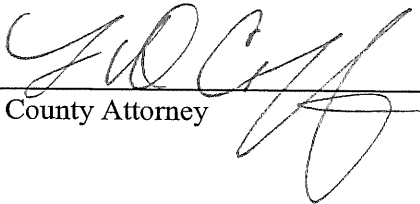
PALM BEACH COUNTY, a political
subdivision of the State of Florida

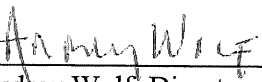

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

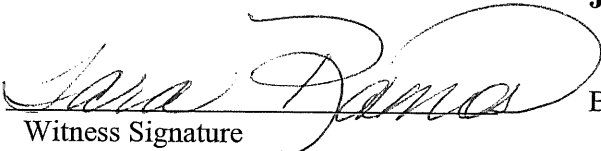
APPROVED AS TO TERMS AND
CONDITIONS:


By: 
County Attorney

By: 
 Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

CLERK & COMPTROLLER, 15TH
JUDICIAL CIRCUIT

By: 
Witness Signature
Tara Ramos
Print Witness Name

By: 
Signature
Sharon R. Bock
Printed Name and Title

APPROVED
By HCP - Legal Services Dept. Stamped at 4:34 pm, May 18, 2017

APPROVED
By Laura Burke at 1:00 pm, May 18, 2017