

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 23, 2018

Consent
 Ordinance

Regular
 Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Standard Infrastructure Surtax Project Funding Agreement for the administration and funding of FY2018 vehicle replacement dated December 1, 2017, with Ric L. Bradshaw, Sheriff of Palm Beach County (Sheriff).

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard Agreement, dated December 1, 2017 has been fully executed on behalf of the Board of County Commissioners (Board) by the Director of Facilities Development & Operations. The Standard Agreement was approved by the Board on April 4, 2017, Agenda 5C-3. This executed document is now being submitted to the Board to receive and file. **(FDO Admin) Countywide (LDC)**

Background & Justification: The delegation of authority which provided authority for the Director of Facilities Development & Operations to execute standard infrastructure surtax project funding agreements with the Sheriff, was designed to expedite and streamline the process by which the County funds and the Sheriff manages the acquisition and installation of surtax eligible equipment.

Attachments:

1. Standard Infrastructure Surtax Project Funding Agreement for the administration and funding of FY2018 vehicle replacement dated December 1, 2017, with Ric L. Bradshaw, Sheriff of Palm Beach County.

Recommended By:

Army Wolf

12/27/17

Department Director

Date

Approved By:

Nancy L. Belmont

1/9/18

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	3,650,513.				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>3,650,513.</u>	<u>0.</u>	<u>0.</u>	<u>0.</u>	<u>0.</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund 3950 Dept 161 Unit Q007 Transfer 9498
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 11/5/18
 OFMB
 11/14/18 11/5/18

[Signature] 11/5/18
 Contract Development and Control
 1/3/18

B. Legal Sufficiency:

[Signature] 1/9/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**INFRASTRUCTURE SURTAX
PROJECT FUNDING AGREEMENT**

This Project Funding Agreement (Agreement) is made on December 1, 2017 between Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereinafter referred to as the Sheriff, and Palm Beach County, a political subdivision of the State of Florida which will hereinafter be referred to as County.

WHEREAS, pursuant to Section 212.055(2) Florida Statutes (the Statute), Palm Beach County adopted Ordinance 2016-032 (the Ordinance) which authorized a countywide referendum for a Local Government Infrastructure Surtax (Surtax) of one percent (1%) on all authorized taxable transactions occurring within Palm Beach County;

WHEREAS, monies received from the Surtax may be utilized by the County, municipalities of the County and the School Board of Palm Beach County to finance, plan, construct, renovate and improve needed infrastructure;

WHEREAS, the County has adopted a surtax plan of approved infrastructure projects for the County's portion of the Surtax proceeds (the Surtax Plan);

WHEREAS, the Ordinance requires and Resolution 2016-1921 creates an independent citizen oversight committee which will serve as an advisory and reporting body;

WHEREAS, the County's funds pursuant to the Surtax shall be used to equip, construct and repair roads, bridges, signals, streetlights, sidewalks, parks, drainage, shoreline and wastewater infrastructure, recreational and government facilities; and purchase public safety vehicles and equipment;

WHEREAS, the County has determined that the purchase of public safety vehicles and equipment is generally eligible for funding pursuant to the Statute and the Ordinance; and

WHEREAS, in order for the Sheriff to maintain the autonomy constitutionally and statutorily granted to the Sheriff, the Sheriff shall directly administer, pursuant to its adopted standard purchasing procedures, the public safety vehicles and equipment projects identified in the Surtax Plan (the Project).

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sheriff and County agree upon the terms and conditions set forth herein.

1.0 Purpose

The purpose of this Agreement is to set forth the terms by which the County will fund and the Sheriff will administer a project included in the Surtax Plan.

2.0 Funding Commitments

2.1 Exhibit A. County has determined that vehicle replacement is generally eligible for funding pursuant to the statutory requirements for the Surtax. In order to confirm eligibility prior to disbursement of the funds, the Sheriff shall provide a description of the types of goods and services to be purchased and that description is attached hereto and incorporated herein as Exhibit A.

2.2 Project Budget. The County agrees to fund the Project in an amount not to exceed \$3,650,513.00 for fiscal year 2018 (the Project Budget).

2.3 Administration of Project. Sheriff shall administer (which includes the purchase, the install for operation and the performance of all financial accounting) all aspects of the Project at no cost to the County or the Surtax Plan except for the third party vendor costs associated with the goods and services specifically described in Exhibit A. Sheriff agrees to only purchase goods and related services as authorized under the Statute and the Ordinance and identified in Exhibit A.

2.3.1 If during the course of the Project, the Sheriff determines that it needs to add a good or service to Exhibit A, Sheriff will submit a request to the County which will be reviewed by the County for eligibility under the Statute and the Ordinance. If the County determines that the added good or service is eligible, the Sheriff and County may modify this Agreement accordingly. In no event shall such modification adjust the Project Budget.

2.4 Reversion of Remaining Project Funds. Sheriff agrees with the County that any funds remaining in the Project Budget at the end of the term of this Agreement will revert to the County and no longer be available to the Sheriff.

3.0 Interaction with the Palm Beach County Infrastructure Surtax Independent Citizen Oversight Committee (the Committee).

3.1 Committee. Sheriff acknowledges that a Citizen Oversight Committee has been established.

3.2 Reporting. County will provide financial reporting on the Project to the Committee. If the County receives a request for information from the Committee regarding the Project, the Sheriff agrees to respond in writing and in a timely manner to such request.

4.0 Access to Funding: Invoices

4.1 Encumbrance. Upon execution of this Agreement and for the purposes of financial management of the Surtax Plan, County will reflect the entire Project Budget as encumbered.

4.2 Submission of Invoices. No more frequently than monthly, the Sheriff will submit electronic invoices for payment for goods and services pursuant to Exhibit A that have been received and determined to be acceptable by the Sheriff. The invoice must include a reference to this Agreement as Funding Agreement PBSOFA#2018-1, a copy of the vendor's request for payment or invoice. Within 2 business days of receipt, Facilities Development and Operations Director, or his/her designee will review the invoices solely for the purposes of; 1) confirming that the invoices are for goods and services included in Exhibit A; and 2) that the documentation required by this Section is included. The Facilities Development & Operations Director will have two (2) business days to determine if the invoice is in accordance with the terms of this Agreement and transmit same to the Clerk for payment, or return the invoice with written comments to the Sheriff.

4.3 Receipt and Approval of Goods. The Sheriff acknowledges that Sheriff is responsible for all matters relating to the receipt and approval of goods and services furnished by vendors related to the Project. By submitting invoices under 4.2 hereof, Sheriff acknowledges that Sheriff has inspected all goods and services delivered by vendors and determined that the goods and services are acceptable.

5.0 Public Records Requests

5.1 Public Records. Sheriff shall maintain all Public Records related to the performance of this Agreement and the goods and services purchased herein, as required by Chapter 119, Florida Statutes, et. al.

5.1.1 In accordance with Chapter 119, Florida Statutes, the Sheriff shall ensure that Public Records that are exempt, or confidential and exempt, from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.

5.2 Cooperation Regarding Public Records Requests. Upon the County's receipt of a public records request relating to this Agreement under Florida Statutes 119 and prior to producing such records in response to the request, the County will contact the Sheriff's Bureau Director Communications Operations to identify specifically which records the County has in its possession and believes to be responsive to the request and whether the Sheriff believes any to be confidential and/or exempt. Such confidential or exempt material will be redacted or withheld from release as allowed by law.

5.3 Determinations of Exempt and/or Confidential Information. Nothing in this Agreement requires the Sheriff to produce or release any information in its custody which the Sheriff determines to be confidential or exempt and the Sheriff retains all liability associated with such determinations.

6.0 Term

**PBSO Funding Agreement
FY2018 Vehicle Replacement 11/06/17**

This Agreement shall be in effect for a period of twelve (12) months from the date of execution, or until such time as the Project Budget funding amount is exhausted, whichever occurs first. After evaluating the justification for an extension submitted by the Sheriff, the County may grant the Sheriff one, twelve (12) month extension, followed by up to one, six (6) month extension to the term.

Any funds remaining in the Project Budget at the end of the term of this Agreement, will revert to the County and will no longer be transferred from the Project Budget and will no longer be available to the Sheriff.

7.0 Modification

This Agreement may be modified only if such modification is in writing and signed by both parties.

8.0 Notice

Any notice required or permitted under this Agreement will be sufficient if in writing and mailed to County:

Director, Facilities Development & Operations,
2633 Vista Parkway
West Palm Beach, FL 33411-5603.

With copy to:

Director Office of Financial Management and Budget
301 N. Olive Ave. Suite 701
West Palm Beach, Fl. 33401

County Attorney's Office
301 N. Olive Ave, Suite 601
West Palm Beach, Fl. 33401

In the case of the Sheriff:

Palm Beach County Sheriff's Office
Attention Chief Operating Officer
P.O. Box 24681,
West Palm Beach, Florida 33416

With copy to:

Palm Beach County Sheriff's Office
Attention Chief Financial Officer
P.O. Box 24681,

PBSO Funding Agreement
FY2018 Vehicle Replacement 11/06/17

West Palm Beach, Florida 33416

Palm Beach County Sheriff's Office
Attention: Department of Legal Affairs
P.O. Box 24681,
West Palm Beach, Florida 33416

9.0 Authorized Representatives

The exchange of information by and between the authorized representatives of the parties to this Agreement will be as follows:

The authorized representative of the County will be the Director, Facilities Development and Operations or his/her successor, (561-233-0204) 2633 Vista Parkway, West Palm Beach, FL 33411-5603.

The authorized representative of the Sheriff is Chief Financial Officer, PO Box 24681, West Palm Beach, Florida 33416 or his/her successor.

10.0 Indemnification

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify and hold harmless the Sheriff against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and Sheriff shall indemnify and hold harmless the County against any actions, claims, or damages arising out of the Sheriff's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute Agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions. The remedies provided herein are exclusive. The Sheriff and County waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages, but this waiver shall not apply to third parties.

11.0 Assignment

This Agreement is non-assignable.

12.0 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.

**PBSO Funding Agreement
FY2018 Vehicle Replacement 11/06/17**

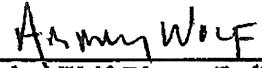
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first written above.

WITNESS:

**By the Director of Facilities Development &
Operations on behalf of Palm Beach County
Board of County Commissioners**

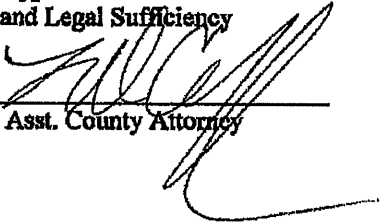


FDO Fiscal Manager



Audrey Wolf, Director Facilities
Development & Operations

**Approved for Form
and Legal Sufficiency**



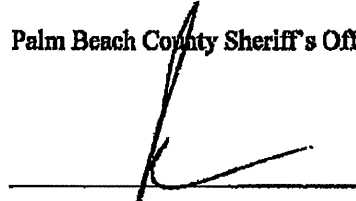
Asst. County Attorney

Approved as to Terms and Conditions



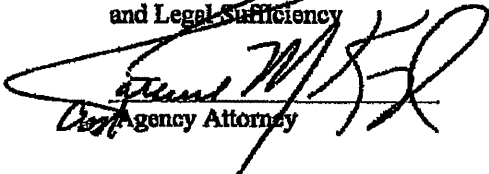
Business and Community Agreements
Manager

Palm Beach County Sheriff's Office



Ric L. Bradshaw, Sheriff

**Approved for Form
and Legal Sufficiency**



Agency Attorney

Approved as to Terms and Conditions



Chief Operating Officer

PBSO Funding Agreement
FY2018 Vehicle Replacement 11/06/17

Exhibit A

1. Vehicles.
2. Attached or connected equipment and accessories necessary to meet operational requirements (other than radios or equipment which falls under the definition of public safety equipment).
3. Equipment, tools or services necessary to install attached or connected equipment to the vehicle.