

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

Meeting Date: April 10, 2018

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

- A) First Amendment to Interlocal Agreement with Town of Lake Park dated December 20, 2017 to extend the term of the Agreement for acceptance of Town referred individuals into the Homeless Resource Center (HRC) to July 10, 2022;
- B) First Amendment to Interlocal Agreement with Town of Jupiter dated January 29, 2018 to extend the term of the Agreement for acceptance of Town referred individuals into the Homeless Resource Center (HRC) to May 21, 2022;
- C) First Amendment to Interlocal Agreement with Town of Palm Beach dated January 29, 2018 to extend the term of the Agreement for acceptance of Town referred individuals into the Homeless Resource Center (HRC) to May 21, 2022;
- D) First Amendment to Interlocal Agreement with Village of Palm Springs dated January 11, 2018 to extend the term of the Agreement for acceptance of Village referred individuals into the Homeless Resource Center (HRC) to May 21, 2022;
- E) First Amendment to Interlocal Agreement with City of Belle Glade dated February 14, 2018 to extend the term of the Agreement for acceptance of City referred individuals into the Homeless Resource Center (HRC) to July 10, 2022; and
- F) First Amendment to Interlocal Agreement with Town of Jupiter Inlet Colony dated February 14, 2018 to extend the term of the Agreement for acceptance of Town referred individuals into the Homeless Resource Center (HRC) to May 21, 2022.

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 interlocal agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or her designee. The Standard Interlocal Agreement was approved by the Board on December 20, 2011 with Agenda Item 3H-7. These executed documents are 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 County Administrator or her designee to execute standard interlocal agreements was designed to expedite and streamline the process by which municipalities refer homeless individuals to the Homeless Resource Center through their law enforcement services provider.

Attachments:

1. First Amendment to Interlocal Agreement with Town of Lake Park
2. First Amendment to Interlocal Agreement with Town of Jupiter
3. First Amendment to Interlocal Agreement with Town of Palm Beach
4. First Amendment to Interlocal Agreement with Village of Palm Springs
5. First Amendment to Interlocal Agreement with City of Belle Glade
6. First Amendment to Interlocal Agreement with Town of Jupiter Inlet Colony

| | | |
|-----------------|----------------------|----------------|
| Recommended By: | <u>Ann Mary Wilf</u> | <u>3/16/18</u> |
| | Department Director | Date |
| Approved By: | <u>[Signature]</u> | <u>3/26/18</u> |
| | County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|--------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | * 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| # 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 _____ Dept _____ Unit _____ Revenue Source _____
Fund _____ Dept _____ Unit _____ Revenue Source _____

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

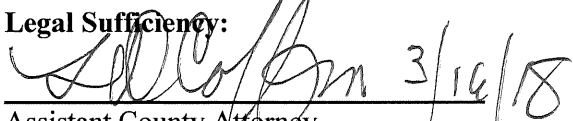
* There is no fiscal impact associated with this item

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 3/15/18
OFMB  3/14/18
 3/14/18
 3/15/18
Contract Development and Control

B. Legal Sufficiency:
 3/14/18
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 the Interlocal Agreement dated July 11, 2012 (the "Agreement"), is made as of DECEMBER 20, 2017, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Town of Lake Park, a municipal corporation of the State of Florida ("Town").

WHEREAS, the Agreement provides the protocol by which the Town refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the Town have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Town agree as follows:

1. The term of the Agreement is renewed beginning on July 11, 2017, and continuing through July 10, 2022, pursuant to the exercise of the first of three (3), five (5) year renewal options.

2. Section 15 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and 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 specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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 17: NO THIRD PARTY BENEFICIARY

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the County and/or Town.

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

SECTION 18: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as may be 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 Town 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 may be amended, or in the alternative, if the Town does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that Town will conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

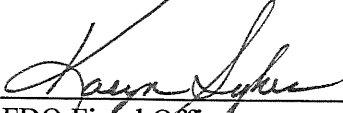
5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Town and County.

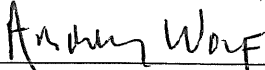
THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

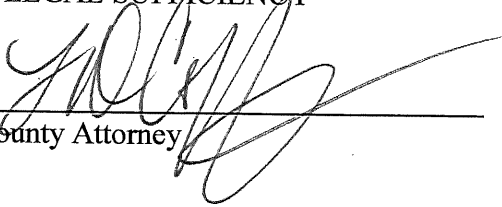
ATTEST:

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

By: 
FDO Fiscal Officer

By: 
Director, Facilities Development & Operations

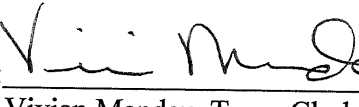
APPROVED AS TO FORM AND LEGAL SUFFICIENCY


By: 
County Attorney

ATTEST:

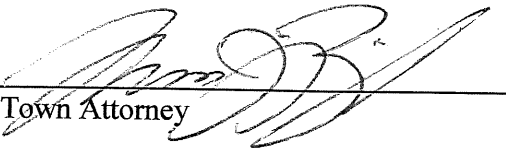
TOWN CLERK

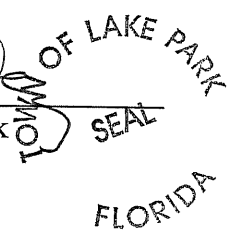
TOWN OF LAKE PARK, a municipal corporation of the State of Florida

By: 
Vivian Mendez, Town Clerk

By: 
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Town Attorney



**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to the Interlocal Agreement dated May 22, 2012 (the "Agreement"), is made as of January 29/2018, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Town of Jupiter, a municipal corporation of the State of Florida ("Town").

WHEREAS, the Agreement provides the protocol by which the Town refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the Town have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Town agree as follows:

1. The term of the Agreement is renewed beginning on May 22, 2017, and continuing through May 21, 2022, pursuant to the exercise of the first of three (3), five (5) year renewal options.

2. Section 15 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and 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 specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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 17: NO THIRD PARTY BENEFICIARY

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

SECTION 18: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as may be 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 Town 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 may be amended, or in the alternative, if the Town does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that Town will conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

5. Except as modified by this First 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 Town and County.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

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

By: [Signature]
FDO Fiscal Officer

By: [Signature]
Director, Facilities Development & Operations

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

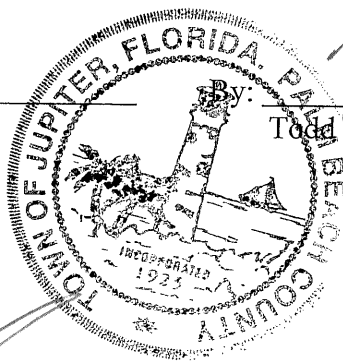
By: [Signature]
County Attorney

ATTEST:

TOWN CLERK

TOWN OF JUPITER, a municipal corporation of the State of Florida

By: [Signature]
Sally Boylan, Town Clerk



By: [Signature]
Todd Wodraska, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Town Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

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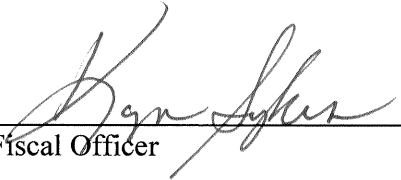
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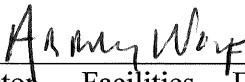
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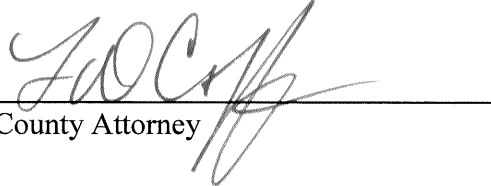
ATTEST:

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

By: 
FDO Fiscal Officer

By: 
Director, Facilities Development & Operations


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

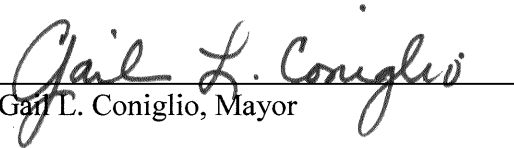
By: 
County Attorney

ATTEST:

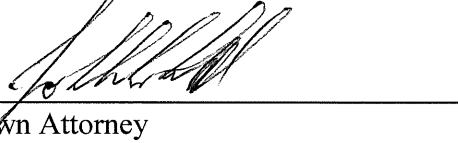
TOWN CLERK

TOWN OF PALM BEACH, a municipal corporation of the State of Florida

By: 
Kathleen Dominguez, Town Clerk

By: 
Gail L. Coniglio, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Town Attorney

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The Village 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 may be amended, or in the alternative, if the Village does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that Village will conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

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ATTEST:

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

By: [Signature]
FDO Fiscal Officer

By: [Signature]
Director, Facilities Development & Operations

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

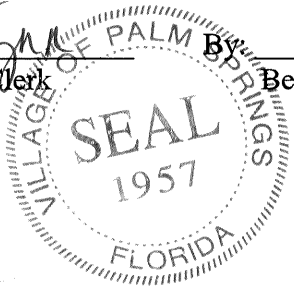
ATTEST:

VILLAGE CLERK

VILLAGE OF PALM SPRINGS, a municipal corporation of the State of Florida

By: [Signature]
Kimberly M. Wynn, Village Clerk

By: [Signature]
Bev Smith, Mayor 12/14/17



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Village Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to the Interlocal Agreement dated July 11, 2012 (the "Agreement"), is made as of February 14, 2018, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and City of Belle Glade, a municipal corporation of the State of Florida ("City").

WHEREAS, the Agreement provides the protocol by which the City refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the City have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and City agree as follows:

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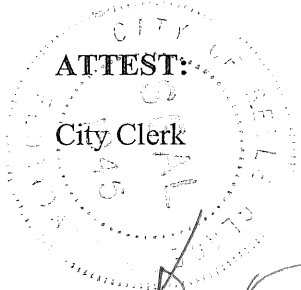
PALM BEACH COUNTY, a political subdivision of the State of Florida

By: [Signature]
FDO Fiscal Officer

By: [Signature]
Director, Facilities Development & Operations

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney



ATTEST:

City Clerk

CITY OF BELLE GLADE, a municipal corporation of the State of Florida

By: [Signature]
Debra R. Buff, MMC, City Clerk

By: [Signature]
Steve B. Wilson, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
City Attorney

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**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT to the Interlocal Agreement dated May 22, 2012 (the "Agreement"), is made as of February 14, 2018, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Town of Jupiter Inlet Colony, a municipal corporation of the State of Florida ("Town").

WHEREAS, the Agreement provides the protocol by which the Town refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

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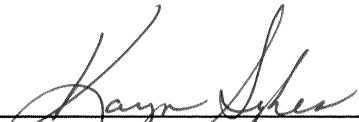
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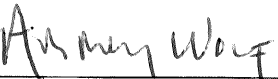
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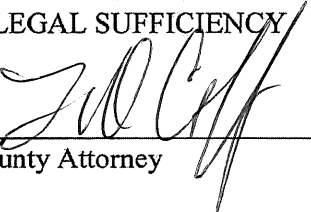
ATTEST:

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

By: 
FDO Fiscal Officer

By: 
Director, Facilities Development & Operations


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

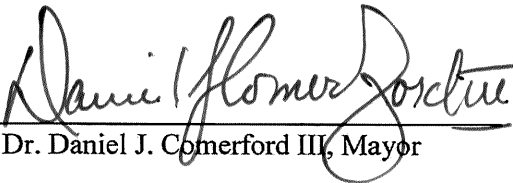
By: 
County Attorney

ATTEST:

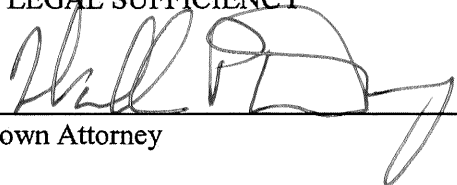
TOWN CLERK

TOWN OF JUPITER INLET COLONY, a municipal corporation of the State of Florida

By: 
Jude M. Goudreau, Town Clerk

By: 
Dr. Daniel J. Comerford III, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Town Attorney