Agenda Item # **3H-12** 

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

Meeting Date:	March 8, 2022	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Facilities Developme	ent & Operations	

# I. <u>EXECUTIVE BRIEF</u>

**Motion and Title: Staff recommends motion to approve:** the First Amendment to extend the term of the Interlocal Agreement (R2017-0723) with the Town of Lake Park (Town) and the Palm Beach County Sheriff's Office (Sheriff), for the County to provide fuel services, including maintenance of a fuel control reader and allowing the Sheriff and County to purchase fuel from the Town, until January 8, 2027.

**Summary:** The Interlocal Agreement (Agreement) establishes the terms and conditions by which the County will: 1) provide fuel management services to the Town, including the billing structure and annual notice of the administrative markup, and 2) manage, maintain and repair the fuel pump control reader purchased and installed by the Town, including the amount and schedule of payment to the County for such services. In addition, the Agreement sets forth the terms under which the Town shall allow Sheriff and County employees access to its fuel pump and invoice for fuel usage monthly. The County does not require any additional staffing and/or equipment to implement this Agreement. The Agreement provides for one – five (5) year renewal. This First Amendment retroactively commences on January 9, 2022, and extends the term of the Agreement through January 8, 2027. This First Amendment renews the term, replaces the attachment, and adds standard Liability Insurance, Applicable Law, Non-Discrimination and E-Verify provisions. Other than the changes set forth herein, all other terms remain the same. (**FDO Admin**) **District 7** (**MWJ**)

**Background and Justification:** This Interlocal Agreement provides the mechanism by which the County will provide fuel services and maintenance of the Town's fuel control reader while the Town provides access to its fuel pump to Sheriff and County employees. The County has provided similar services to the Town under a prior agreement since 2007.

## Attachments:

Location Map
Interlocal Agreement

Recommended	By: MB Dame 1. ay al- Calles	2/7/22
	Department Director	D'ate/
	1/1/2 a Ar	2/10/22
<b>Approved By:</b>	MOUL	210/20
	County Administrator	Date
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# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures Operating Costs External Revenues In-Kind Match (County	(\$4,050)	(\$5,400)	(\$5,400)	(\$5,400)	(\$5,400)
NET FISCAL IMPACT	<u>(\$4,050)</u>	<u>(\$5,400)</u>	<u>(\$5,400)</u>	(\$5,400)	(\$5,400)
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget: Yes No					
Budget Account No: Fund <u>500</u>	<u>0</u> Dept <u>41</u>	<u>0</u> Unit <u>7100</u>	Revenue Source	9101	

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

- ----Departmental Fiscal Review; С. 4 III. <u>REVIEW COMMENTS</u>

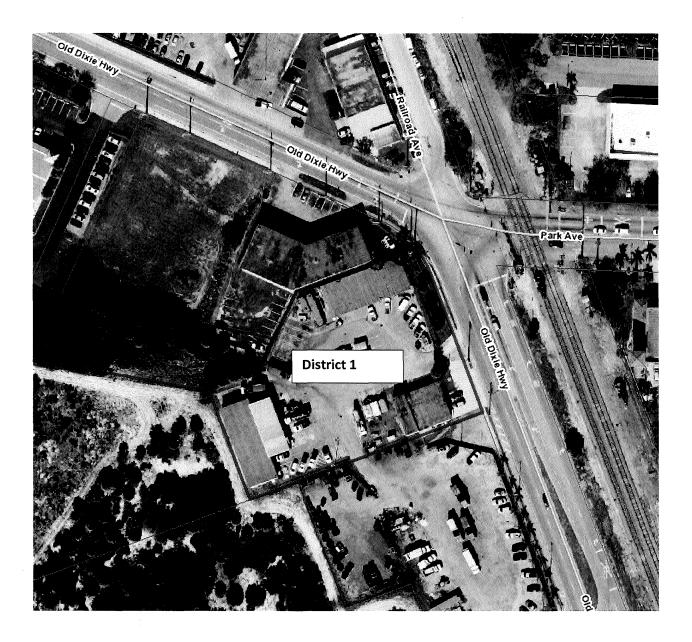
A. OFMB Fiscal and/or Contract Development Comments:

	OFMBAL 2822 213 Contract Development and Control 213 2-10-22 Tw
B.	Legal Sufficiency: Assistant County Attorney

C. Other Department Review:

Department Director

# Attachment 1



650 Old Dixie Highway

# FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2017-0723 ("Agreement") is made and entered into \_\_\_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and RIC BRADSHAW, SHERIFF, in his official capacity as the Sheriff of Palm Beach County, a state constitutional officer ("Sheriff") and the TOWN OF LAKE PARK, a municipal corporation ("Town"), hereinafter referred to collectively as the "Parties".

In consideration of the mutual promises contained herein, the Parties agree as follows:

- 1. The term of the Agreement is renewed retroactively on January 9, 2022 and shall continue through January 8, 2027, pursuant to the exercise of the renewal option.
- 2. Section 7 of the Agreement is deleted in its entirety and replaced with the following:

# **SECTION 7: LIABILITY**

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Participant pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Participant shall indemnify, defend, save and hold the County harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of any act, error or omission of the Participant in connection with its performance of this Agreement. In the event the County shall be made a party to litigation commenced against the Participant or by the Participant against a third party, then the Participant shall protect and hold harmless and pay all costs and attorneys' fees incurred by the County in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts. The provisions of this section shall survive the termination or expiration of this Agreement.

3. Section 8 of the Agreement is deleted in its entirety and replaced with the following:

#### **SECTION 8: INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Town represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Town is not self-insured, Town shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

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#### Town of Lake Park/ First Amendment

Should Town purchase excess liability coverage, Town agrees to include County as an Additional Insured.

The Town agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Town contract with a third-party (Contractor) to perform any service related to the Agreement, Town shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Town and County as Additional Insureds. Town shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Town shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Town of its liability and obligations under this Agreement.

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

# **SECTION 15: APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. Section 23 of the Agreement is deleted in its entirety and replaced with the following:

# **SECTION 23: NON-DISCRIMINATION**

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The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

## **SECTION 24: ASSIGNMENT**

Town may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

#### **SECTION 25: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

### **SECTION 26: EFFECTIVE DATE**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

#### **SECTION 27: E-VERIFY – EMPLOYMENT ELIGIBILITY**

Town warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Participant's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this Agreement if it has a good faith belief that Town has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

7. All other terms of the Agreement remain unmodified and in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed their authorized representatives, as of the day and year first above written.

ATTEST: JOSEPH ABRUZZO CLERK OF THE CIRCUIT COURT & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:, Mayor
APPROVED AS TO LEGAL SUFFICIENCY By: Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS By: MB Manual I. Myal all Isami Ayala-Collazo, Director, Facilities Development & Operations
ATTEST:	RIC L. BRADSHAW, IN HIS OFFICIAL CAPACITY AS SHERIFF OF PALM BEACH COUNTY, FLORIDA
By: <u>Annette Marin</u> Witness Signature <u>Annette Marvin</u> Print Witness Name	By:
ATTEST: By: Vivian Mendez, CMC, Town Gerk SEA	
APPROVED AS TO LEGAL SUFFICIENCY: By: Thomas J. Bajird, Town Attorney	RIDA

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