

3H-3

Agenda Item #:

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

---

**Meeting Date: January 9, 2007****[X] Consent [ ] Regular****[ ] Ordinance [ ] Public Hearing****Department: Facilities Development & Operations**

---

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: An interlocal agreement among 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.

**Summary:** This 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, and as such, this Agreement will result in increased revenues to Fleet Management. The term of the Agreement is five years with 1-five year option. The Agreement may be terminated by either party for any reason upon sixty (60) days notice. Upon termination or expiration of this Agreement, the fuel control reader shall remain the property of the Town. (FD&O Admin) District 1 (JM)

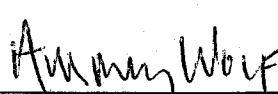
**Background and Justification:** The interlocal Agreement provides the mechanism by which the County will provide fuel services and maintenance of the Town's fuel control reader while the Town provides access to its fuel pump to Sheriff and County employees.

Since the County does not require additional staffing and/or equipment to implement this Agreement, there will be an increase in the 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 Town.

**Attachments:**

Agreement

---

**Recommended by:**  
Department Director

Date

12/15/06

**Approved by:**  
County Administrator

Date

1/9/07

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	< \$3,300 >	< \$6,600 >	< \$6,600 >	< \$6,600 >	< \$6,600 >
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<u>&lt; \$ 3,300 &gt;</u>	<u>&lt; \$6,600 &gt;</u>	<u>&lt; \$6,600 &gt;</u>	<u>&lt; \$6,600 &gt;</u>	<u>&lt; \$6,600 &gt;</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

Is Item Included in Current Budget?    Yes   X      No

Budget Account No: Fund 5000 Dept 410 Unit 7100 ~~RSRC~~ 9103 Reporting Category \_\_\_\_\_




Budget Account No: Fund 5000 Dept 410 Unit 7100 RSRC 9102

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

### III. REVIEW COMMENTS:


**A. OFMB Fiscal and/or Contract Development & Control Comments:**

 12-27-06  
 OFMB  
  
 B. Legal Sufficiency:  12-28-06

*In J. Jones* 12/28/06  
Contract Dev. and Control

**This Contract complies with our contract review requirements.**

**B. Legal Sufficiency:**

 1/2/07  
Assistant County Attorney

At the time of CDC's review, this contract was not executed.

**C. Other Department Review:**

N/A

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into \_\_\_\_\_ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), 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".

### WITNESSETH

WHEREAS, Section 163, Florida Statutes, (Florida Interlocal Cooperation Act of 1969) as amended, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Part I of Chapter 163, Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authorization which such agencies share in common and which each might exercise separately; and

WHEREAS, Chapter 125, Florida Statutes, as amended, empowers the County to enter into agreements with other governmental units for the joint performance or performance by one unit on behalf of the other of their authorized functions, and empowers the County to establish and administer programs and projects with other governmental entities; and

WHEREAS, the Town desires to have a fuel pump control reader maintained by the County and interfaced with the County's Fleet Management computer at the sole cost and expense of the Town; and

WHEREAS, the County and Town have determined it to be beneficial to the parties for the County and the Sheriff be able to purchase fuel from the Town's fuel facilities; and

WHEREAS, the County and Town have determined it to be beneficial to both parties for the Town to be able to purchase fuel from the County.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

### SECTION 1: RECITALS

1.01 The above recitals are true and correct and are incorporated herein by reference.

## **SECTION 2: PURPOSE**

2.01 The purpose of this Agreement is to provide the terms and conditions by which the County will provide fuel management services to the Town, maintain the Town's fuel pump control reader and establish the schedule and method of payment to the County for such services. In addition, the Agreement sets forth 1) the terms under which Town employees can purchase fuel from County fuel facilities, 2) that County employees can purchase fuel from the Town's fuel facilities, and 3) that the Sheriff may purchase fuel from the Town's fuel facilities.

## **SECTION 3: COUNTY'S FLEET MANAGEMENT FACILITIES**

3.01 The County's Fleet Management administrative offices are located at 3700 Belvedere Road, Buildings D & E, West Palm Beach, FL 33406. This facility is staffed and operated 7:00am to 5:00pm Monday through Friday, excluding County holidays.

## **SECTION 4: EQUIPMENT TO BE PURCHASED BY TOWN**

4.01 The Town shall purchase one (1) E.J. Ward Fuel Control Reader, including key pad, card reader and software ("Equipment") from a vendor to interface with the County's Fleet Management computer. The Town may piggyback off a County price agreement with a County vendor if so desired.

4.02 The Town shall provide a suitable, covered location, subject to approval by the County, for the Equipment to be installed. The Town shall have the Equipment installed at its sole cost. The Town shall provide, at its expense, a dedicated telephone line for the Equipment to connect with the County's Fleet Management computer and all electricity needed to operate the Equipment. The Town shall not relocate, alter or tie into the Equipment without written approval from the County.

4.03 The County will provide the Town with detailed monthly fuel consumption reports for the fuel control reader in the same format it uses for County purposes. The Town acknowledges and agrees that sample reports have been provided to the Town and that they are acceptable. The reports will include detailed information on fuel consumption at the Town's fuel pumps.

4.04 The Town shall allow the Sheriff and County departments to use the Equipment and the accompanying Town fuel pumps. The Town may deny access to the Town's fuel pumps by the Sheriff and County departments due to an emergency on a temporary basis upon notice to the Sheriff and County. The Town shall invoice the Sheriff and County monthly for fuel usage on a per gallon purchased basis. The cost per gallon will be calculated by adding the actual fuel price, the applicable taxes and an administrative mark-up equal to the current administrative mark-up of the County. The purchase of fuel by the Sheriff and the County is subject to the terms set forth herein. The Sheriff and County shall send payments for the fuel to the Town

Page 2 of 8

Finance Department, 535 Park Avenue, Lake Park, FL 33403. The County and Sheriff are not obligated to purchase a minimum amount of fuel pursuant to this Agreement.

4.05 The Town represents that its fueling facility is operated in compliance with all applicable environmental regulations and that the County and Sheriff assume no responsibility for proper management of these facilities pursuant to this Agreement.

#### **SECTION 5: MAINTENANCE AND REPAIR OF THE TOWN EQUIPMENT**

5.01 The County will manage, maintain and repair the Equipment ("Routine Services") during the term of this Agreement. "Routine Services" shall include all service and repairs required in the usual course of business, but not repairs necessitated by accidents, vandalism, acts of God, or deliberate abuse. The County will provide repairs to the Equipment required as a result of accident, vandalism, acts of God, etc., at the Town's request and sole expense if the necessary parts are in stock in the County's inventory.

5.02 The Town shall pay the County \$450 per month for Routine Services, due and payable in advance on the first date of each month for the term of the Agreement. The Town shall make the payments to the County as provided in Section 5.07.

5.03 The County will make all reasonable efforts to respond promptly to requests for maintenance and repairs after notice is provided by the Town, normally within two (2) hours during normal business hours. Response time may be greater during non-business hours and holidays, but an on-call contact is provided for non-business hours and holidays. The County is providing the services hereunder as a convenience to the Town. The Town agrees that the County shall not be in default nor assume any liability to the Town for delays in maintenance or repairs caused by events outside the control of the County including, but not limited to, acts of God, public health emergencies, labor disputes, freight embargos, or severe weather conditions.

#### **SECTION 6: SALE OF UNLEADED/DIESEL FUEL TO TOWN**

6.01 The County operates fueling stations throughout Palm Beach County at various locations. All the available fueling sites are listed in Attachment 1 to this Agreement. The County will update Attachment 1 when there are changes to the fueling sites and transmit same to the Town annually.

6.02 Upon execution of this Agreement, the Town shall inform the County of the number of fuel cards required and the information necessary to code all Town employees, vehicles and equipment into the County's automated fuel management systems. Within twenty-one (21) days, the County will provide the Town with the requested cards. Procedures for requesting additional new and replacement cards will be established after execution of this Agreement. It is the Town's sole responsibility to ensure that the fuel cards are issued to, and utilized for, authorized and lawful public purposes only. The fuel cards will allow the Town to

Page 3 of 8

fuel at any fuel site identified in Attachment 1.

6.03 The Town shall be invoiced monthly for fuel usage on a per gallon purchased basis. The cost per gallon will be calculated by adding the actual fuel price, the applicable taxes and the administrative mark-up. The administrative mark-up will be set annually by the County and take effect on October 1<sup>st</sup> each year. The County shall notify the Town of the administrative mark-up prior to October 1<sup>st</sup>. The County agrees to charge the Town the same administrative mark-up as it does County agencies. The Town is not obligated to purchase a minimum amount of fuel pursuant to this Agreement.

6.04 The Town shall not be entitled to any portion of the taxes recovered pursuant to F.S. 206 and F.S. 212, Part II. The County shall receive all applicable taxes recovered.

6.05 The County represents that its fueling stations are operated in compliance with all applicable environmental regulations and that the Town assumes no responsibility for the proper management of these facilities pursuant to this Agreement.

6.06 The Town shall provide each employee using a County fuel facility with procedures for proper use of the County's facility and ensure that its employees use the facility properly. The County reserves the right to deny fueling privileges to any Town employee who fails to follow County procedures upon immediate notification to the Town.

6.07 The County will prepare and transmit to the Town monthly an invoice and detailed summary of all charges. The Town shall immediately review the information and report any discrepancies to the County within ten (10) days of receipt. Payment shall be due to the County within thirty (30) days of receipt of the invoice. Payments shall be sent to:

Board of County Commissioners  
Special Receivables Section - Finance  
P.O. Box 3977, Fund 5000  
West Palm Beach, FL 33402-3977

6.08 At any time, the Town may request information concerning its fuel charges. The County shall provide the requested information within a reasonable amount of time.

## **SECTION 7: LIABILITY**

7.01 To the extent permitted by law, Town shall indemnify, defend 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 Town in connection with its performance of this Agreement. To the extent permitted by law, in the event the County shall be made a party to litigation commenced against the Town or by the Town against a third party, then the Town shall

Page 4 of 8

Lake Park fuel control reader  
Last Update 102406

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.

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

8.01 The Town acknowledges and represents, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that the Town is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

8.02 The Town shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

#### **SECTION 9: TERM OF AGREEMENT**

9.01 The initial term of this Agreement is five (5) years and shall commence upon execution of this Agreement. This Agreement may be renewed for one (1) five year term thereafter. At least eight (8) months prior to the expiration of this Agreement's term, the Town shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the receipt of the request, the County shall process an amendment to this Agreement which shall be executed by both the Town and the County.

#### **SECTION 10: TERMINATION**

10.01 This Agreement may be terminated by the Town or County, with or without cause. Any termination shall take effect sixty (60) days from the receipt of notice. Upon termination or expiration of this Agreement, the Equipment shall remain the sole property of the Town, but the County shall disconnect the Equipment from the County's Fleet Management computer. The Town shall provide the County any access to the Equipment required to achieve the disconnection.

#### **SECTION 11: AMENDMENTS TO THIS AGREEMENT**

11.01 This Agreement may be amended from time to time via written amendment executed by the parties.

#### **SECTION 12: TAXES**

12.01 The Town shall pay, upon demand, all taxes, license charges, permit fees or other

Page 5 of 8

charges imposed by any governmental authority on this Agreement, payments, or the equipment and services provided by the County.

### **SECTION 13: ANNUAL BUDGET APPROPRIATIONS**

13.01 Pursuant to State law, this Agreement is subject to the annual budget appropriations of the Town and the County.

### **SECTION 14: ASSIGNMENT**

14.01 This Agreement and duties and obligations hereunder may not be transferred or assigned by the parties.

### **SECTION 15: NOTICES**

15.01 Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Facilities Development & Operations  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406

With a copy to:

Director, Fleet Management Division  
3700 Belvedere Road, Building D  
West Palm Beach, FL 33406

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the Sheriff:

Captain Alan W. Fuhrman  
3228 Gun Club Road  
West Palm Beach, FL 33406-3001



As to the Town:

Town Manager  
535 Park Avenue  
Lake Park, FL 33403

#### **SECTION 16: APPLICABLE LAW/ENFORCEMENT COSTS**

16.01 This Agreement shall be governed by the laws of the State of Florida and venue for any causes of action concerning this Agreement shall be in Palm Beach County, Florida.

#### **SECTION 17: FILING**

17.01 A copy of this Agreement shall be filed with the Clerk & Comptroller's Office in and for Palm Beach County.

#### **SECTION 18: DELEGATION OF DUTY**

18.01 Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties.

#### **SECTION 19: REMEDIES**

19.01 The remedies provided herein are exclusive. The parties waive all other remedies including, but not limited to, consequential and incidental damages.

#### **SECTION 20: ENTIRE AGREEMENT**

20.01 This Agreement incorporates all the rights, responsibilities and obligations of the parties.

#### **SECTION 21: SEVERABILITY**

21.01 If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Dir., Facilities Development & Operations

ATTEST:

RIC L. BRADSHAW, IN HIS OFFICIAL  
CAPACITY AS SHERIFF OF PALM BEACH  
COUNTY, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_  
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
Ass't Legal Advisor, PBC Sheriff's Office

ATTEST:  
TOWN CLERK

TOWN OF LAKE PARK

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Paul W. Castro, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

Page 8 of 8

Lake Park fuel control reader  
Last Update 102406