

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>1,210</u>	<u>2,432</u>	<u>2,432</u>	<u>2,432</u>	<u>2,432</u>
External Revenues	<u>(1,216)</u>	<u>(2,432)</u>	<u>(2,432)</u>	<u>(2,432)</u>	<u>(2,432)</u>
Program Income County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</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

Budget Account No: Fund 5000 Department 410 Unit 7100 Object 9101
Fund 5000 Dept 410 Out 7220 Obj. various

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:

Jim [Signature] 3-6-09
OFMB 10 CN 3/2/9

Ernie L. Jacobowitz/E.L. 3/9/09
Contract Dev. and Control

B. Legal Sufficiency:
[Signature] 3/12/09
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
VILLAGE OF WELLINGTON

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the COUNTY OF PALM BEACH, by its Board of County Commissioners, ("COUNTY") and the VILLAGE of Wellington, a unit of government duly incorporated on December 31, 1995, ("VILLAGE")

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, 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 in 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 COUNTY has available a Fuel Pump Control/Reader which VILLAGE desires to use and lease from the COUNTY.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree as follows:

- 1). EQUIPMENT AND SERVICES TO BE FURNISHED BY COUNTY:
 - a) The COUNTY leases to VILLAGE one (1) E.J. Ward Fuel Control Reader, including key pad, card reader and software, to interface with the COUNTY's Fleet Management Computer.
 - b). The COUNTY will provide all normal maintenance service and parts required during the term of this agreement. Repairs required as a result of accident, vandalism, acts of God, etc., will be made only at VILLAGE's request and expense, if necessary parts are available to the COUNTY.
 - c). The COUNTY will provide and encode data cards for VILLAGE's personnel and equipment when required and authorized by VILLAGE.

d). The COUNTY will provide VILLAGE with detailed monthly consumption reports in the same format it uses for COUNTY purposes. Sample reports have been provided to VILLAGE and are acceptable to them. The reports will also indicate usage by the Palm Beach County Sheriff's Department. A copy of the Sheriff's Department usage report will also be provided by the COUNTY to the Sheriff's Office.

2). PAYMENTS AND SERVICES BY VILLAGE

a). VILLAGE shall pay to the COUNTY for lease of the equipment and the other services to be provided hereunder the sum of \$14,592, due and payable monthly in advance in the amount of \$304 on the 1st day of each month. Payments shall be made to the County Finance Department, 301 North Olive Avenue, West Palm Beach, Florida 33401.

b). VILLAGE shall be responsible for providing a suitable, covered location approved by the COUNTY for the equipment and for its installation therein. VILLAGE shall provide, at its expense, a dedicated telephone line connecting the equipment to the Fleet Management Computer and all electricity needed to operate the equipment. Relocation of the equipment shall be made only upon written approval of the COUNTY.

c). VILLAGE shall allow use of the equipment and the fuel pumps by the Palm Beach County Sheriff's Office. Arrangements for payment for fuel used shall be solely between the Sheriff's Office and VILLAGE.

In addition, upon request, VILLAGE will authorize use by other COUNTY departments in emergency situations; subject to appropriate arrangement being established for payment for consumed fuel.

3). TERM OF AGREEMENT

The initial term of this Agreement is for up to five (5) years and shall commence on May 20, 2009. Subject to a mutual agreement as to the charges during the renewal period, the Agreement may be renewed for two (5) year terms thereafter. At least six months prior to the expiration of this Agreement's term, the VILLAGE shall provide the COUNTY with a request to renew this Agreement. Such Renewal Amendment will require approval of both parties and the COUNTY may not unreasonably withhold its approval of the Renewal Amendment.

4). IDENTIFICATION AND OWNERSHIP

The equipment will be clearly tagged or marked as the property of Palm Beach County (Palm Beach County, Property No. 90101) VILLAGE shall not remove or cover said identification. The equipment shall at all times remain the sole property of Palm Beach County. VILLAGE shall not loan, sell, assign, or mortgage the equipment or permit it to be subject to any legal process.

5). RISK OF LOSS, DAMAGE AND LIABILITY

a). VILLAGE agrees to return the equipment in the same condition, less reasonable wear and tear, as when delivered hereunder. The current replacement value of the equipment is \$11,000. In the event of loss or damages to the equipment from any cause whatsoever (other than willful action of the COUNTY or COUNTY employees), including without limitation; fire, flood, theft, vandalism, acts of God and damage through willful or negligent acts of others, VILLAGE shall promptly repair or replace the equipment. At its option, VILLAGE may within 30 days of the damage, pay the COUNTY the depreciated value of the equipment and this Agreement shall be terminated.

b). Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the VILLAGE shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the VILLAGE's negligence in connection with this Agreement, and COUNTY shall indemnify, defend and hold harmless the VILLAGE against any actions, claims, or damages arising out of the County'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.

c). The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The COUNTY and VILLAGE waive all remedies, including, but not limited to, consequential and incidental damages.

6). TERMINATION

This Agreement may be terminated, without cause, by either party upon six months prior written notice to the other.

It may also be terminated by either party in the event of a default by the other party in any of the terms, conditions or obligations set forth herein, which default is not corrected within 30 days following written notice of the condition of default. In the event of termination as provided herein, the COUNTY may, without further notice or other action, enter upon VILLAGE property for the purpose of removing the equipment.

7). TAXES

In addition to the payments under paragraph 2), hereof, VILLAGE shall pay upon demand any and all taxes, charges for licenses, permits or other charges imposed by any governmental authority on this lease, the lease payments or the equipment and services provided by the COUNTY hereunder.

8). ASSIGNMENT

This Agreement and the duties and obligations hereunder may not be transferred or assigned by either party.

9). PERFORMANCE AND DELAYS

The COUNTY will make all reasonable efforts to promptly respond to requests for maintenance and repair service, normally within two (2) hours. However, the COUNTY is providing the equipment and services hereunder as a convenience to VILLAGE, the COUNTY shall not be in default and assumes no liability to VILLAGE for failure of the equipment to perform, delays in maintenance due to shortage of parts, or for any other cause beyond the control of the COUNTY; including, but not limited to acts of God, natural or public health emergencies, labor disputes, freight embargos, abnormally severe or unusual weather conditions.

When the equipment is out of service, VILLAGE will maintain manual records, copies of which will be provided to the COUNTY for data entry into the computerized records and consumption reports.

10). WARRANTY

The COUNTY warrants that it has good title to the equipment. ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

11). NOTICE:

All notice required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Facilities Development & Operations Department
Attn: Director
2633 Vista Parkway
West Palm Beach FL 33411

PBC Fleet Management
Attn: Director
2601 Vista Parkway
West Palm Beach, FL.33411

and if sent to VILLAGE shall be mailed to:

Mitch Fluery, Director
Public Works Department
14000 Greenbriar Blvd.
Wellington, FL 33414

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and VILLAGE has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Ass;t County Attorney

By: Anthony Wolf
Director, Facilities Dev & Operations

ATTEST: VILLAGE CLERK

VILLAGE OF WELLINGTON

By: Awilda Rodriguez
Village Clerk

By: [Signature]

Darell Bowen
(Name: type or print)

Mayor

Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Village Attorney