



**II. FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	\$95,700	\$95,700	\$95,700	\$95,700	\$95,700
External Revenues	(\$99,000)	(\$99,000)	(\$99,000)	(\$99,000)	(\$99,000)
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>(\$3,300)</b>	<b>(\$3,300)</b>	<b>(\$3,300)</b>	<b>(\$3,300)</b>	<b>(\$3,300)</b>

# ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No: Fund 5000 Department 410 Unit 7220 Object 5215  
Reporting Category

Revenue Account No.

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:

Jan Owl 12-4-09  
12/4/09 OFMB

Dr. J. Jacobson 12/7/09  
Contract Dev and Control  
6/20/09  
This Contract complies with our contract review requirements.

B. Legal Sufficiency:  
James M. [Signature] 12/8/09  
Assistant County Attorney

C. Other Department Review:  
\_\_\_\_\_

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the City of Pahokee, a municipal corporation ("City").

### WITNESSETH

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in overall savings to the taxpayers; and

WHEREAS, the County and the City have determined it to be beneficial to both parties for the City to purchase fuel management services from the County; and

WHEREAS, the County and the City have the ability to lawfully enter into this agreement;

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

#### **SECTION 1: PURPOSE**

The purpose of this Agreement is to provide the terms and conditions by which the County will provide fuel management services to the City and establish the schedule and method of payment to the County for such services. Fuel management services generally include: 1) the management and operation of fueling sites and 2) the sale of fuel and 3) the tracking and reporting of fuel usage.

#### **SECTION 2: FLEET MANAGEMENT FACILITIES**

The County's Fleet Management administrative offices are located at 2601 Vista Parkway, West Palm Beach, Fl. 33411 This facility is staffed and operated 7:00am to 5:00pm Monday through Friday, excluding County holidays.

#### **SECTION 3: UNLEADED/DIESEL FUEL**

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

3.02 Upon execution of this Agreement, the City will inform the County of the number of fuel cards required and the information necessary to code all City employees, vehicles and equipment into the County's automated fuel management systems. Within twenty-one (21) days, the County will provide the City with the requested cards. Procedures for requesting additional new and replacement cards will be established after execution of this Agreement. It is the City's sole

responsibility to ensure that the fuel cards are issued to, and utilized for, authorized and lawful public purposes. The fuel cards will allow the City to fuel at any fuel site identified in Attachment 1.

3.03 The City will be invoiced monthly for fuel usage on a per gallon purchased basis. The per gallon cost 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 City of the administrative mark-up prior to October 1st.

3.04 The City will be billed according to the provisions contained in Section 3.03 and is not obligated to purchase a minimum amount of fuel pursuant to this Agreement.

3.05 The City will not be entitled to any portion of the taxes recovered pursuant to F.S. 206 and F.S. 212, Part II.

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

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

#### **SECTION 4: BILLING SCHEDULE**

4.01 The County will prepare and transmit to the City monthly an invoice and detailed summary of all fuel charges. The City will immediately review the information and report any discrepancies to the County within ten (10) days of receipt. Payment will 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

4.02 At any time, the City may request information concerning its fuel charges.

#### **SECTION 5: LIABILITY**

To the extent permitted by law, City agrees to 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 City 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 City or by the City against a third party, then the City 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.

#### **SECTION 6: TERM OF AGREEMENT**

The initial term of this Agreement is five (5) years commencing upon execution of this Agreement. This Agreement may be renewed for one (1) five (5) year term thereafter. At least eight (8) months prior to the expiration of this Agreement's term, the City 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 City and the County.

#### **SECTION 7: AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended from time to time via written amendment executed by both the Board of County Commissioners and the City.

#### **SECTION 8: TERMINATION**

This Agreement may be terminated by either party, with or without cause. Any termination shall take effect sixty (60) days from the receipt of notice.

#### **SECTION 9: ANNUAL BUDGET APPROPRIATIONS**

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

#### **SECTION 10: NOTICES**

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  
2633 Vista Parkway  
West Palm Beach, FL 33411

With a copy to:

Director, Fleet Management Division  
2601 Vista Parkway  
West Palm Beach, FL 33411

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

As to the City:

City Manager, City of Pahokee  
171 North Lake Ave  
Pahokee, FL 33476

Director of Finance, City of Pahokee  
171 North Lake Ave  
Pahokee, FL 33476

#### **SECTION 11: APPLICABLE LAW/VENUE**

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 12: FILING**

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

**SECTION 13: DELEGATION OF DUTY**

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

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

ATTEST:

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK,  
Clerk & Comptroller

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

By: \_\_\_\_\_  
Burt Aaronson, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERM  
AND CONDITIONS

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

By: Army Wolf  
Dir., Facilities Development & Operations

ATTEST:

CITY OF PAHOKEE, FLORIDA

By: [Signature]  
City Clerk

By: [Signature]  
Signature of Mayor

WAYNE WHITAKER  
Printed Name of Mayor

Approved as to Form  
[Signature]

Palm Beach County  
 FD&O, Fleet Management  
 Fuel Sites - County

11/1/2009

Hours of Operation	Location/Address	Fuel Type	Number/Capacity of Tanks	Total Capacity		
				Unleaded	Diesel	Jet A
24 Hours	PBIA 3700 Belvedere Road West Palm Beach	Unleaded Diesel	4 Tanks/12,000 Gal. Ea. 2 Tanks/12,000 Gal. Ea.	48,000	24,000	
24 Hours	Criminal Justice Complex 3228 Gun Club Road West Palm Beach	Unleaded	2 Tanks/10,000 Gal. Ea.	20,000		
24 Hours	South County Courthouse 345 South Congress Delray Beach	Unleaded Diesel	2 Tanks/10,000 Gal. Ea. 1 Tank/ 5,000 Gal.	20,000	5,000	
24 Hours	North County 8130 Jog Road West Palm Beach	Unleaded Diesel	2 Tanks/10,000 Gal. Ea. 1 Tank/10,000 Gal.	20,000	10,000	
24 Hours	Pahokee 580 State Market Road Pahokee	Unleaded Diesel	1 Tank/12,000 Gal. 1 Tank/12,000 Gal.	12,000	12,000	
24 Hours	Mosquito Control 9011 Lantana Road Lake Worth	Unleaded	1 Tank/12,000 Gal.	12,000		
24 Hours	S. Regional Water Utilities 13026 Jog Road Delray Beach	Unleaded Diesel	1 Tank/12,000 Gal. 1 Tank/12,000 Gal. <b>ABOVE GROUND TANKS</b>	12,000	12,000	
24 Hours	Park Vista-PBSO 7894 S. Jog Road Lake Worth	Unleaded	1 Tank/12,000 Gal.	12,000		
24 Hours	Sheriff Substation 17901 SR #7 Boca Raton	Unleaded	2 Tanks/10,000 Gal. Ea.	20,000		
24 Hours	Fleet Mgmt. 2633 Vista Parkway West Palm Beach	Unleaded Diesel	1 Tank/20,000 Gal. 1 Tank/20,000 Gal.	20,000	20,000	
24 Hours <b>OPENING SUMMER, 2009</b>	West County Gov't Ctr. 38998 State Road 80 Belle Glade	Unleaded Diesel	1 Tank/25,000 Gal. 3 Tanks/25,000 Gal.	25,000	75,000	
7 AM - 5 PM Weekdays	Central Water Utilities 8100 Forest Hill Blvd. West Palm Beach	Unleaded Diesel	1 Tank/10,000 Gal. 1 Tank/20,000 Gal.	10,000	20,000	
7 AM - 4 PM Weekdays	John Prince Park 5020 S. Congress Ave. Lake Worth	Unleaded Diesel	1 Tank/12,000 Gal. 1 Tank/ 5,000 Gal.	12,000	5,000	
7 AM - 5 PM Weekdays	Jupiter (Inside SWA) 14185 N. Military Trail Jupiter	Unleaded	1 Tank/12,000 Gal.	12,000		
24 Hours Jet Aviation	Sheriff Aviation Dept. 4345 Southern Blvd. West Palm Beach	Jet Fuel	2 Tanks / 12,000 Gal. <b>ABOVE GROUND TANK</b>			24,000
Storage Only	Kings' Academy 4215 Cherry Road West Palm Beach	Diesel	1 Tank/10,000 Gal.		10,000	
N/A	Palm Tran North 3201 Electronics Way West Palm Beach	Unleaded Diesel	4 Tanks/10,000 Gal. Ea. 1 Tank/10,000 Gal.	10,000	40,000	
N/A	Palm Tran South 100 N. Congress Avenue Delray Beach	Diesel	2 Tanks/10,000 Gal.		20,000	