

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>
External Revenues	<u>(69,000)</u>	<u>(69,000)</u>	<u>(69,000)</u>	<u>(69,000)</u>	<u>(69,000)</u>
Program Income (County)					
In-Kind Match (County)					
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 X

Budget Account No: Fund 5000 Dept 410 Unit 7100 Object Various

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

Services are provided on an as needed basis and the expenditures/revenues above are estimated based on last fiscal year's expenditures. The breakdown of the services and funding sources is as follows.

	Maintenance	Fuel	Policy	Total
State	\$11,641.79	\$12,417.27	0	\$24,059.06
County	\$13,704.78	\$11,243.71	\$20,095.00	\$45,043.49
Total	\$25,346.57	\$23,660.98	\$20,095.00	\$69,102.55

C. Departmental Fiscal Review: _____ *W 10/24/12*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

J. [Signature] 10/30/12
 OFMB *SP 10/26/12* *AW 10/26*

Dr. J. [Signature] 11/12/12
 Contract Development and Control

B. Legal Sufficiency:
[Signature] 11/5/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Office of the Public Defender, 15th Judicial Circuit ("Office").

WITNESSETH

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

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

WHEREAS, the County and the Office have the ability to lawfully enter into this Agreement;

WHEREAS, the County and the Office wish to provide for a retroactive commencement date of the term of this Agreement and agree that they were bound by the terms of this Agreement commencing on July 13, 2012;

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 comprehensive fleet management services to the Office and the schedule and method of payment to the County for such services. Fleet management services generally include: 1) preventative maintenance and corrective repairs to vehicles and equipment, 2) the management and operation of fueling sites, 3) the sale of fuel, and 4) the management of the Vehicle Replacement Policy Fund.

SECTION 2: FLEET MANAGEMENT FACILITIES

The County operates fleet management maintenance & repair facilities at various locations throughout Palm Beach County. All the available locations and the dates/times such facilities are staffed and operated are listed in Attachment 1 to this Agreement. The County will update Attachment 1 and transmit same to the Office annually. The administrative offices are located at 2601 Vista Parkway, West Palm Beach, FL 33411.

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 2 to this Agreement. The County will update Attachment 2 and transmit same to the Office annually.

3.02 Upon execution of this Agreement, the Office will inform the County of the number of fuel cards required and the information necessary to code all Office employees, vehicles and equipment into the County's automated fuel management systems. Within twenty-one (21) days, the County will provide the Office with the requested cards. Procedures for requesting additional new and replacement cards will be established after execution of this Agreement. It is the Office'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 Office to fuel at any fuel site identified in Attachment 2.

3.03 The Office 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 1st each year. The County shall notify the Office of the administrative mark-up prior to October 1st. The County agrees to charge the Office the same administrative mark-up as it does County agencies. The Office is not obligated to purchase a minimum amount of fuel pursuant to this Agreement.

3.04 The Office will not be entitled to any portion of the taxes recovered pursuant to Florida Statute 206 and Florida Statute 212, Part II.

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

3.06 The Office agrees to 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 Office employee who fails to follow County procedures upon immediate notification to the Office.

SECTION 4: PREVENTATIVE MAINTENANCE AND CORRECTIVE REPAIRS

4.01 The County will perform preventative maintenance according to the County's established program which includes the documentation of the maintenance. The preventative maintenance program includes the routine changing of lubricants and fluids as well as the inspection of components to identify corrective maintenance needs.

4.02 The County shall perform corrective and commercial repairs as needed and requested by authorized Office personnel.

4.03 Preventative maintenance and corrective repairs will be billed in accordance with Attachment 3.

4.04 Attachment 3 shall be revised annually and duly incorporated into this Agreement on October 1st of each year. The County agrees to charge the Office the same fee schedule as it does County agencies. The revised Attachment will identify the new fee schedule as well as provide budget documentation.

SECTION 5: VEHICLE REPLACEMENT FUND

5.01 The County implements a Vehicle Replacement Fund ("Replacement Fund"). The purpose of this fund is to provide a structured "savings plan" by which the cost of the replacement asset is prorated over the estimated life of the asset and paid on a monthly basis throughout that life.

5.02 The Office may elect to participate in the Replacement Fund for any or all of its vehicles. The Office may elect to participate in the Replacement Fund at any time during the term of this Agreement.

5.03 The Replacement Fund is implemented pursuant to Attachment 4 to this Agreement. If the Office elects to participate, the Office's participation in the Replacement Fund will also be governed by the terms of the current adopted PPM on this matter.

SECTION 6: BILLING SCHEDULE

6.01 The County will prepare and transmit to the Office monthly an invoice and detailed summary itemizing the costs associated with: 1) preventative maintenance and corrective repairs, 2) fuel purchases, and 3) Replacement Fund contributions. The Office 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

6.02 At any time, the Office may request information concerning its fleet management services.

SECTION 7: COUNTY IMPLEMENTED QUALIFICATIONS, TRAINING AND SAFETY PROGRAMS

7.01 The County represents that all repairs will be performed by technicians holding certifications commonly available in the industry. If additional certification and/or training is required to accommodate specialized equipment and/or vehicles of the Office, the County will provide the technicians with the necessary training at no additional cost to the Office.

7.02 The County utilizes a Lock Out/Tag Out program for securing vehicles and equipment which may be in unsafe condition. A copy of the Lock Out/Tag Out Procedures are included as Attachment 5 of this Agreement. The Office is responsible for ensuring that all Office employees operating vehicles understand the County's program and how the Office operators are to make the County aware of potentially unsafe conditions that they discover.

SECTION 8: LIABILITY

The Office 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 Office in connection with its performance of this Agreement. In the event the County shall be made a party to litigation commenced against the Office or by the Office against a third party, then the Office 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 9: TERM OF AGREEMENT

The initial term of this Agreement is five (5) years commencing on July 13, 2012. 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 Office 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 Office and the County.

SECTION 10: 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 Office. Annual updates to the Attachments will not require the approval of the Board of County Commissioners or the Office.

SECTION 11: 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 12: ANNUAL BUDGET APPROPRIATIONS

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

SECTION 13: 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
2633 Vista Parkway
West Palm Beach, FL 33411

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

As to the Office:

Public Defender
Office of the Public Defender, 15th Judicial Circuit
421 3rd Street
West Palm Beach, FL 33401

SECTION 14: APPLICABLE LAW

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 15: FILING

A copy of this Agreement shall be filed with the Clerk & Comptroller of Palm Beach County.

SECTION 16: DELEGATION OF DUTY

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

(The remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, County and Office ratify and confirm this Agreement and have executed this Agreement, or have caused the same to be executed by their authorized representatives, as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

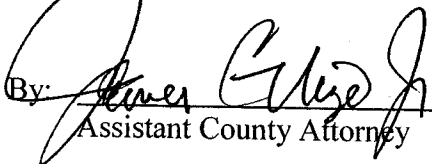
PALM BEACH COUNTY, a political
subdivision of the State of Florida

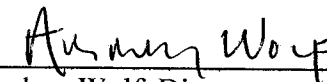
By: _____
Deputy Clerk

By: _____
, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

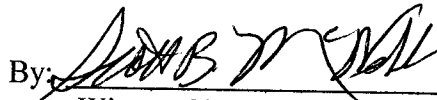
APPROVED AS TO TERMS AND
CONDITIONS:

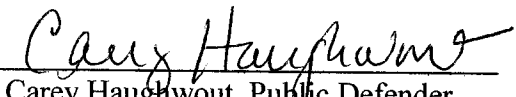
By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operation

ATTEST:

OFFICE OF THE PUBLIC DEFENDER,
15TH JUDICIAL CIRCUIT

By: 
Witness Signature
SCOTT B. McWebb
Print Witness Name

By: 
Carey Haughwout, Public Defender

Attachment 1
Palm Beach County
Fleet Management Maintenance & Repair Facilities

SERVICE LOCATIONS

MAIN FACILITY

2601 Vista Parkway
West Palm Beach, FL 33411-5609
561- 233-4552

MAIN OFFICE
(Administration, billing questions)

Hours: 7:00-5:00 Monday - Friday*

LIGHT VEHICLE SHOP
(15,000 GVWR & under-cars, pickups,
SUVs & Tire & Alignment Shop)

Hours: 6:30-5:00 Monday - Friday*

HEAVY EQUIPMENT SHOP
(15,000 GVWR & over, medium &
heavy trucks and heavy equipment)

Hours: 6:30-5:00 Monday - Friday*

SPECIALIZED EQUIPMENT SHOP
(Small Eqpt. Fuel Cards, Body Work,
New Vehicle Process)

Hours: 6:30-5:00 Monday - Friday*

CONTROL DESK
(Loaners, Towing, On-Road Tire Service,
Vehicle Pickup)

Hours: 6:30-5:00 Monday - Friday*

SATELLITE SHOPS

PAHOKEE SHOP
580 State Market Road
Pahokee, FL 33476
561-233-4568

Hours: 6:30-5:00 Monday - Thursday*

SOUTH REGION SHOP
13026 Jog Road
Delray Beach, FL 33484
561-638-5031

Hours: 6:30-5:00 Monday - Friday*

* Excluding County Holidays

ATTACHMENT 2
Palm Beach County
Facilities Development & Operations
Fleet Management Division
Fueling Sites

<u>Location</u>	<u>Fuel Type</u>	<u>Hours of Operation</u>
Fleet Management 2633 Vista Parkway, WPB	Unleaded Diesel	24 Hours
PBIA 3700 Belvedere Rd, WPB	Unleaded Diesel	24 Hours
Criminal Justice Complex 3228 Gun Club Road, WPB	Unleaded	24 Hours
Sheriff Substation 17901 SR#7, Boca Raton	Unleaded	24 Hours
PBSO-Park Vista High School 7894 Jog Road, Lake Worth	Unleaded	24 Hours
South County Courthouse 345 S. Congress, Delray Beach	Unleaded Diesel	24 Hours
North County Complex 8130 Jog Road, WPB	Unleaded Diesel	24 Hours
Pahokee 580 State Market Rd., Pahokee	Unleaded Diesel	24 Hours
Mosquito Control 9011 Lantana Road, Lake Worth	Unleaded	24 Hours
South Region Utilities 13026 Jog Rd., Delray Beach	Unleaded Diesel	24 Hours
West County Gov't 38951 James Wheeler Way Belle Glade	Unleaded Diesel	24 Hours
John Prince Park 5020 S. Congress Ave Lake Worth	Unleaded Diesel	7:00AM-4:00PM Weekdays
Jupiter (@ SWA) 14185 N. Military Trail	Unleaded	7:00AM-5:00PM Weekdays
Central Water Utilities 8100 Forest Hill Blvd, Greenacres	Unleaded Diesel	7:00AM-5:00PM Weekdays

Attachment 3
Palm Beach County
Preventative Maintenance And Corrective Repairs
Fee Schedule
Effective 10/1/2011 through 09/30/2012

County Repairs Labor @ \$60/per hour Parts @ Cost + 50%

Commercial Repairs Cost + 20%

Attachment 4
Palm Beach County
Vehicle Replacement Fund

**FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
FLEET MANAGEMENT DIVISION**

STANDARD PROCEDURE NO: FMO-016

TITLE: Replacement Policy Program

ISSUED TO: Fleet Management Division

WRITTEN BY: Fleet Management Division

Issue Date: 10/01/91

Effective Date: 10/01/91

Revised: 12/08/98

09/10/09

11/28/11

PURPOSE:

This policy is established to define the vehicle/equipment replacement criteria, replacement schedule and Fleet Management's Policy Fee charges for all vehicles/equipment (assets) covered under Fleet's Replacement Policy Program (Program).

POLICY

The Program is established to provide a funding source for the standardized replacement of assets for those County Departments and other agencies who choose to participate in the Program.

All assets participating in the Program will be purchased, replaced and maintained by Fleet Management. Replacement assets will be purchased according to criteria based upon useful life, mileage, usage, cost of repairs, life cycle costing and/or other extenuating circumstances (theft, extensive damage, etc.).

PROCEDURE

1) As part of the annual Budget process, Fleet Management will evaluate all assets which are part of the Program to determine which assets may exceed the following replacement criteria:

A. <u>Useful Life/Mileage/Hours *</u>	
Specialized Equipment (ATV's, turf equipment, etc.)	5 years/ N/A
Light Duty (cars, all vans, trucks less than 10,001 GVWR)	6 years/ 80,000 miles
Medium Duty (trucks 10,001 GVWR or more)	7 years/ 90,000 miles
Heavy Equipment (off-road vehicles/equipment)	up to 10 years/ 10,000 hours
<i>(Varies depending on Machine Class)</i>	
Trailers	10 years/ N/A

*Note: These criteria might vary dependent upon the department's utilization of the asset.

B. Economic Evaluation/Life Cycle Costing

Assets are also economically evaluated annually to determine if they may not be cost effective to maintain. Based upon the economic evaluation, it may be recommended that an asset be replaced in the upcoming Fiscal Year whether or not it meets the useful life/mileage/hours criteria.

2) Program assets stolen, suffering extensive damage or requiring repairs that are not cost effective may be replaced immediately either through reassignment from the loaner fleet or by purchase if funding is available.

3) Assets increasing the size of the Program can only be added by the following:

- A. As part of the annual budget process at the request of the user department and upon approval of the Budget by the BCC
- B. Non-budget additions require the submission of an approved "Mid Year Fleet Expansion Request Form (Attachment A) following the criteria in County PPM CW-0-035.

4) Fleet's replacement recommendations and input on any other specific asset needs of the department/division will be reviewed annually with representatives from each department/division participating in the Program.

5) Upon approval of the Budget, approved assets will be purchased in the timeliest and cost effective manner.

6) Upon receipt of the asset the user department will be charged a monthly Policy Charge for the unit. The purpose of the Policy Charge is to:

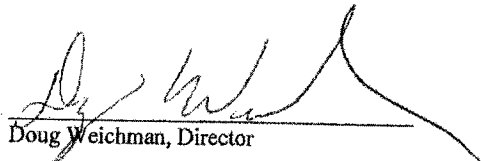
- A. Fund the future replacement of the asset
- B. Fund a fleet of loaner vehicles which can be used at no charge when an asset is in for service
- C. Cover the administrative costs of operating the Program

The following criteria are used to determine the monthly Policy Charge:

- A. The purchase price of the asset
- B. The useful life of the asset (See Section 1)
- C. An annual inflationary rate
- D. The projected salvage value of the asset
- E. If the asset costs \$10,000 or more an Administrative Fee is added to the monthly payment.

Each of these criteria is reviewed for potential adjustment during the annual budget process.

7) Assets owned by the County but not part of the Program may be replaced through the Program if funds are available and upon agreement to pay the monthly Policy Charge.


Doug Weichman, Director

Attachment 5
Palm Beach County
Lock Out/Tag Out Procedures

**FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
FLEET MANAGEMENT DIVISION**

STANDARD PROCEDURE NO: **FMO-015**
TITLE: **LOCKOUT/TAGOUT**
ISSUED TO: Fleet Management Division
WRITTEN BY: Fleet Management Division

Issue Date: 11/29/93 Effective Date: 11/29/93 Revised: 01/07/99
12/01/08
11/10/11

PURPOSE:

The Lock out/Tag out procedure is established to specify the guidelines which Fleet Management Division employees will follow for locking/tagging out vehicles/equipment in need of such for repair or safety reasons.

POLICY

It is the policy of Fleet Management to lock out/tag out (LOTO) any vehicle/equipment (asset) which is unsafe to operate or for which operation may compromise the integrity of the asset.

Annual training for this procedure will be held for all authorized employees.

PROCEDURE

- 1) For the purpose of this procedure, all Fleet Management shop employees are considered authorized employees.
- 2) Assets being serviced in a shop or in the field meeting the following criteria will be LOTO:
 - a) An asset that is not currently being worked on for any reason (i.e. shift over, waiting for parts, etc.) where the asset could be damaged.
 - b) An asset in for repair of safety related items but not currently being worked on (safety related items are any component that could cause damage or harm to people or property, i.e. brakes, steering, suspensions, fuel system, etc.).

c) An asset where damage could be done if started with any component or fluid missing or malfunctioning; i.e. low or no oil, no coolant, sentinel systems, equipment out of proper tolerance, etc.

d) If equipment/vehicle is physically in the shop and disassembled to the point of not being able to be operated, this would be considered locked out by this policy.

e) If an authorized employee is unsure whether an asset meets the criteria, the asset MUST be LOTO.

3) When an asset is determined to be in need of LOTO, an authorized employee will do the following:

a) Motorized asset – Place a “DO NOT OPERATE” plastic tag as close as possible to the area where the asset is started or operated.

b) Non-motorized asset (trailer, mower, etc.) – Place a “DO NOT OPERATE” plastic tag at the hitch or tongue to prevent the asset from being towed or moved.

c) All assets –

1) The “DO NOT OPERATE” tag is to be placed with a tightly wrapped plastic tie strap so that a tool must be used to remove it.

2) The employee number of the authorized employee and the related shop telephone number must be written on the tag.

3) The asset will be locked out by disabling it through the removal of the battery cable or other disablement and padlocking the effected areas with a hasp or lock box.

4) Another tag will be placed with the related lock.

d) All locks used for the LOTO procedure will be the same type and will be restricted for LOTO only. The locks will all be re-settable combination locks and combinations will be kept in a locked box in designated area.

4) After an asset has been LOTO:

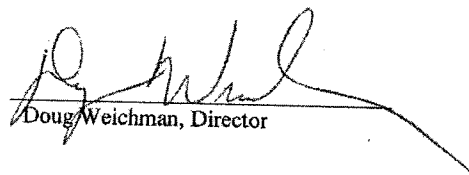
a) Tags and lock out devices are never to be bypassed, ignored or otherwise defeated.

b) If another authorized employee works on the same asset on a repair not related to the first LOTO, that employee would place a lock next to the first lock following the same LOTO procedures.

5) Removal

a) Each LOTO device shall be removed by the authorized employee who installed the device after repairs have been completed. In the event that the employee who installed the device is not available to remove it, the device may be removed by another authorized employee with the approval of the Fleet Operations Supervisor or Equipment Analyst.

b) If the combination must be given to another authorized employee, the employee assigned to the lock will change the combination of all his/her locks and report the change to the Fleet Operations Supervisor.



Doug Weichman, Director