

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	\$221,000	\$221,000	\$221,000	\$221,000	\$221,000
External Revenues	(\$232,000)	(\$232,000)	(\$232,000)	(\$232,000)	(\$232,000)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$11,000)	(\$11,000)	(\$11,000)	(\$11,000)	(\$11,000)
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No

Budget Account

No:

Fund 5000 Dept 410 Unit 7100 Revenue Source 9103/9102
 Fund 5000 Dept 410 Unit 7200 Object. Code Various

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

W 6/15/14

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 7/1/2014
 OFMB *[Signature]*
 6/30

[Signature] 7/13/14
 Contract Development and Control
 7-2-14 *[Signature]*

B. Legal Sufficiency:

[Signature] 7/3/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

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 HEALTH CARE DISTRICT OF PALM BEACH COUNTY, an independent special taxing District created pursuant to Chapter 326-2003, Law of Florida, as amended; herein referred to as the "District".

W I T N E S S E T H

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

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

WHEREAS, the County and the District 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 comprehensive fleet management services to the District and the schedule and method of payment to the County for such services. Fleet management services generally include: 1) preventative maintenance and corrective maintenance services on vehicles and equipment, 2) the purchase and management of fuel and fueling sites.

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 District annually. The administrative offices are located at 2601 Vista Parkway, West Palm Beach, Florida 33411.

SECTION 3: JET A FUEL

3.01 Upon execution of this Agreement, the District will provide the County with correspondence identifying the number of fuel cards required as well as the desired "ID" for each asset (for reporting purposes). Within ten days, the County will provide the District with the requested cards. Procedures for requesting additional new and replacement cards will be established after execution of this Agreement. It is the District'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 District to fuel at the Aviation Fuel Facility located at 4350 Southern Boulevard, immediately north of Palm Beach County Sheriff's Office Aviation Unit Building.

3.02 The District 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 plus \$.12 per gallon administrative mark-up. The administrative mark-up may be adjusted by the County at any time during the term of this Agreement, however, the County agrees to charge the District the same administrative mark-up as it does County agencies.

3.03 The District will be billed according to the provisions contained in Section 3.02 and is not obligated to purchase a minimum amount of fuel pursuant to this Agreement.

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

3.05 The District agrees to provide each employee using a County fuel facility with procedures for 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 District employee who fails to follow the procedures provided by County; upon immediate notification of the District.

3.06 Fueling of aircraft is to occur at the designated area for the District. Fueling shall adhere to FAA fueling regulations.

3.07 An emergency spill kit is available at the fuel tank for clean up of any spilled fuel. The District is required to immediately report any spills to the Emergency Operations Center ("EOC") and adhere to clean-up procedures posted at fuel facility.

3.08 Fueling is prohibited when there are lightning or electrical discharges in the immediate vicinity of PBI.

3.09 Any system or equipment failure must be immediately reported to the EOC.

3.10 Training is required for all operators to follow procedures for handling and dispensing fuel, safety and fire prevention.

3.11 The fueling facility and site is to be maintained in a clean, operable condition and the District is responsible for implementing good housekeeping practices during its usage at the site.

SECTION 4: UNLEADED/DIESEL FUEL

4.01 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 District annually.

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

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

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

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

4.06 The District 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 District employee who fails to follow County procedures upon immediate notification to the District.

SECTION 5: PREVENTATIVE MAINTENANCE PROGRAM

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

5.02 Preventative maintenance visits will be billed in accordance with Attachment 3. This Attachment will be updated and incorporated into this Agreement on an annual basis.

SECTION 6: CORRECTIVE REPAIRS

6.01 Corrective repairs will be billed according to the fee schedule identified in Attachment 3 of this Agreement. Attachment 3 will be updated and incorporated into this Agreement on an annual basis.

6.02 Commercial repairs will be billed according to Attachment 3. Any commercial repair to be completed by a vendor outside of the Palm Beach County area will require the authorization of the District prior to commencement of work.

6.03 The District is to provide the County with a list of person/positions which are authorized to request emergency services. No emergency work will be undertaken by the County unless approved by a person/position contained on the list. Fees for emergency repair services are identified in Attachment 3 and will be updated and incorporated into this Agreement on an annual basis.

6.04 The District may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized District positions and will be performed according to the fee schedule contained in Attachment 3.

SECTION 7: BILLING SCHEDULE

7.01 The County will prepare and transmit to the District monthly an invoice and detailed summary itemizing the costs associated with; 1) preventative maintenance and corrective repairs, and 2) fuel purchases. The District 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

7.02 At any time, the District may request information concerning its fleet management services.

SECTION 8: COUNTY IMPLEMENTED QUALIFICATIONS, TRAINING AND SAFETY PROGRAMS

8.01 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 District, the County will provide the technicians with the necessary training at no additional cost to the District.

8.02 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 4 of this Agreement. The District is responsible for ensuring that all District employees operating vehicles understand the County's program and how the District operators are to make the County aware of potentially unsafe conditions that they discover.

SECTION 9: LIABILITY

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify and hold harmless the District against any claims, actions or damages arising out of County's negligence in connection with this Agreement, and the District shall indemnify and hold harmless County against any actions, claims, or damages arising out of the District's negligence in connection with this Agreement. 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 10: TERM OF AGREEMENT

The initial term of this Agreement is five (5) years commencing upon execution and retroactive to July 8, 2014. 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 District 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 District and the County.

SECTION 11: 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 District. Annual updates to the Attachments will not require the approval of the Board of County Commissioners or the District.

SECTION 12: TERMINATION

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

SECTION 13: ANNUAL BUDGET APPROPRIATIONS

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

SECTION 14: 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 District:

Ronald J. Wiewora, MD, MPH, FACP, FACPM
Chief Executive Officer/ Chief Medical Officer
Health Care District of Palm Beach County
2601 10th Avenue North, Suite 100
Palm Springs, Florida 33461-3133

With a copy to:

Nicholas W. Romanello, Esq.
Chief Legal Officer
Health Care District of Palm Beach County
2601 10th Avenue North, Suite 100
Palm Springs, FL 33461-3133

Director of Medical Transport and Aeromedical Services
Health Care District of Palm Beach County
4255 Southern Boulevard
West Palm Beach, FL 33406

Administrator of Edward Healey Rehabilitation & Nursing Center
Health Care District of Palm Beach County
5101 West Blue Heron Boulevard
Riviera Beach, FL 33418

Federally Qualified Health Center Executive Director
CL Brumback Primary Care Clinics
2601 10th Avenue North, Suite 100
Palm Springs, Florida 33461-3133

Hospital Administrator
Lakeside Medical Center
39200 Hooker Hwy.
Belle Glade, Fl. 33430

Invoices to the District shall be sent to:

Chief Financial Officer
Health Care District of Palm Beach County
P.O. Box 3203
West Palm Beach, FL 33402-3203

SECTION 15: APPLICABLE LAW/ENFORCEMENT COSTS

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 16: FILING

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

SECTION 17: DELEGATION OF DUTY

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

SECTION 18: NONDISCRIMINATION

The District assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression or genetic information.

SECTION 19: INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the District, its officers, agents, employees, and lobbyists in

order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 20: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or District.

SECTION 21: INDEPENDENT CONTRACTORS

The relationship between the District and the County is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 22: COMPLIANCE

Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under this Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action.

SECTION 23: PALM BEACH COUNTY HEALTH CARE ACT

The County acknowledges that the District is an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (2003 Fla. Laws. 326-2003) and other laws of the State of Florida and the United States of America now or hereafter enacted, as the same may be modified or amended from time to time. If any part of this Contract, or any obligations of HCD hereunder, are contrary to, prohibited by or deemed invalid under the Palm Beach County Health Care Act or any other applicable law or regulation of the State of Florida or the United States of America, such provision or obligation shall be inapplicable and be deemed omitted to the extent so contrary prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

(The remainder of the page is intentionally left blank)

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

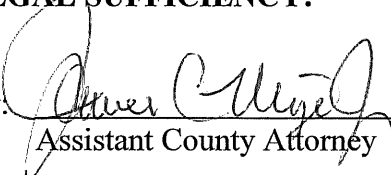
PALM BEACH COUNTY, a political
subdivision of the State of Florida

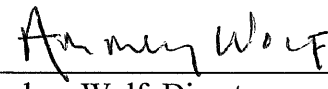

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

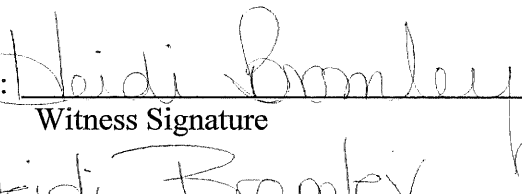
APPROVED AS TO TERMS AND
CONDITIONS:

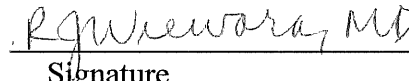
By: 
Assistant County Attorney

By:  
Audrey Wolf, Director
Facilities Development & Operations


ATTEST:

HEALTH CARE DISTRICT OF PALM
BEACH COUNTY

By: 
Witness Signature
Heidi Bromley
Print Witness Name

By: 
Signature
Ronald J. Wiewora, M.D., MPH, FACP, FACPM
Chief Executive Officer/Chief Medical Officer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Nicholas W. Romanello, Esq.
Chief Legal Officer
Health Care District of Palm Beach County

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
Facilities Development & Operations

FEE SCHEDULE – PREVENTATIVE MAINTENANCE

RATES	<u>LABOR</u>	<u>PARTS</u>
	\$60 / Hour	Cost + 50%

ESTIMATED ANNUAL COST/VEHICLE – CARS AND PICKUPS

6 month/5,000 mile – Preventative Maintenance Program

Labor:	2 Visits/Year x 2.5 Hours/Visit @ \$60/Hour	\$300.00
Parts:	2 Visits/Years @ \$300 / Visit	<u>\$600.00</u>
Estimated Cost:		\$900.00

Note: Preventative Maintenance is based upon Flat Rate hours according to the type of vehicle plus parts.

FEE SCHEDULE – CORRECTIVE REPAIRS

<u>COUNTY REPAIRS</u>	<u>LABOR</u>	<u>PARTS</u>
Normal Hours	\$60 / Hour	Cost + 50%
Emergency or Overtime	\$60 / Hour	Cost + 50%
<u>COMMERCIAL REPAIRS</u>	Cost + 20%	

BILLINGS ARE BASED UPON ACTUAL SERVICES PERFORMED

Attachment 4

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: <u>11/29/93</u>	Effective Date: <u>11/29/93</u>	Revised: 01/07/99 12/01/08 11/10/11
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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:

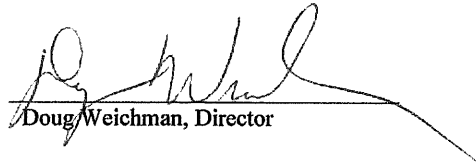
a) Tags and lock out devices are never to be bypassed, ignored or otherwise defeated.

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