



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	(\$38,890.00)	(\$38,890.00)	(\$38,890.00)	(\$38,890.00)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	*( <u>\$38,890.00</u> )	*( <u>\$38,890.00</u> )	*( <u>\$38,890.00</u> )	*( <u>\$38,890.00</u> )
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No   x  

Budget Account

No:

Fund   5000   Dept   410   Unit   7220   Revenue Source   5215    
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

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

\*The estimated revenue assumes approximately 25 vehicle using approximately 904 gallons of unleaded fuel per month.

C. Departmental Fiscal Review: \_\_\_\_\_ *8-7-14*

**III. REVIEW COMMENTS**

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

*John Wilco*  
 \_\_\_\_\_  
 OFMB *8/11*

*Don J. Jacobson*  
 \_\_\_\_\_  
 Contract Development and Control *8-14-14*

**B. Legal Sufficiency:**

*James C. Allen*  
 \_\_\_\_\_  
 Assistant County Attorney *8/14/14*

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT**, made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida (“County”) and the South Florida Water Management District (“District”).

### WITNESSETH

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

**WHEREAS**, the County and the District have determined it to be beneficial to both parties for District to purchase fuel 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**

1.01 The purpose of this Agreement is to provide the terms and conditions by which the County will provide fuel management services to the District 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, 2) the sale of fuel, and 3) the tracking and reporting of fuel usage.

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

2.01 The County’s Fleet Management administration offices are located at 2601 Vista Parkway, West Palm Beach, FL 33411. This facility is staffed and operated 7:00 am to 5:00 pm 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 of this Agreement. The County will update Attachment 1 and transmit same to the District annually.

3.02 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 system. 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 1.

3.03 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 1<sup>st</sup> each year. The County shall notify the District of the administrative mark-up prior to October 1<sup>st</sup>. 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.

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

3.05 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.

3.06 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 4: BILLING SCHEDULE**

4.01 The County will prepare and transmit to the District, a monthly invoice as well as daily detailed summary of all fuel charges through an interface to the District's SAP Financial System ("Daily Data Upload Report). The interface will be tested and accepted by the District prior to the purchase of any fuel. The purchase of fuel by the District will constitute acceptance of the interface. The District will immediately review the monthly invoice and the Daily Data Upload Report and report any discrepancies to the County within ten (10) days of receipt. Payment will be due to the County as provided by Section 215.422.F.S. (Florida's "prompt payment" law). 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 District may request information concerning its fuel charges.

4.03 County will send invoices and any attachment(s) to [APIvoices@District.gov](mailto:APIvoices@District.gov). The County shall; 1) submit invoices using a pdf file at a resolution of no less than 300 dpi, 2) name

the pdf file with the County's name and the PO number, and 3) provide all required attachments with the invoice.

If email or pdf filing is not possible, the County must provide the above to the following address:

South Florida Water Management District  
Accounts Payable  
P.O. Box 24682  
West Palm Beach, FL 33416-4682

County must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Agreement in order to receive prompt payment by the District as described in Section 218.70.F.S. County's failure to follow the instructions set forth herein regarding a proper invoice may result in an unavoidable delay in payment by the District.

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

5.01 The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party as set forth in Section 768.28, Florida Statutes.

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

6.01 The initial term of this Agreement is five (5) years commencing on October 1, 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 7: AMENDMENTS TO THIS AGREEMENT**

7.01 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 8: TERMINATION**

8.01 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 9: ANNUAL BUDGET APPROPRIATIONS**

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

## **SECTION 10: NOTICES**

10.01 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 Administer  
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 District:

Bureau Chief – Procurement  
3301 Gun Club Road  
West Palm Beach, FL 33406

Division Director, Field Operations & Land Management Division  
3301 Gun Club Road  
West Palm Beach, FL 33406

With a copy to:

Bureau Chief – Field Operations North  
3301 Gun Club Road  
West Palm Beach, FL 33406

**SECTION 11: APPLICABLE LAW/VENUE**

11.01 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 provided by Florida Law.

**SECTION 12: FILING**

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

**SECTION 13: DELEGATION OF DUTY**

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

**SECTION 14: NONDISCRIMINATION**

14.01 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 age, race, color, national origin, religion, ancestry, sex, marital status, familial status, sexual orientation, disability, gender identity and expression, or genetic information.

**SECTION 15: INSPECTOR GENERAL**

15.01 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 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 16: NO THIRD PARTY BENEFICIARY**

16.01 No provision of this Agreement 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 Agreement, including but not limited to any citizen or employee of the County and/or District.

**SECTION 17: INDEPENDENT CONTRACTORS**

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

(The remainder of the page is intentionally left intentionally 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**

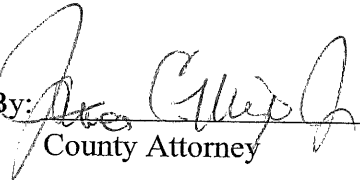
**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**


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

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

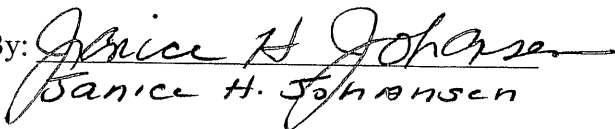
**APPROVED AS TO TERMS AND  
CONDITIONS**

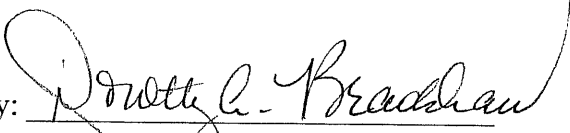
By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

**WITNESS/ATTEST**

**SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT**

By:  \_\_\_\_\_  
Janice H. Johansen

By:  \_\_\_\_\_  
Dorothy A. Bradshaw  
Bureau Chief, Procurement

**ATTACHMENT 1**  
**Palm Beach County**  
**Facilities Development & Operations**  
**Fleet Management Division**  
**Fueling Sites**

Location	Fuel Type	Hours of Operation
Fleet Management 2633 Vista Parkway, WPB	Unleaded Diesel	24 Hours
PBIA 3700 Belvedere Road, 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 Road, 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	7:00 am – 4:00 pm Weekdays
Jupiter (@SWA) 14185 N Military Trail	Unleaded	7:00 am – 5:00 pm Weekdays
Central Water Utilities 8100 Forest Hill Blvd., Greenacres	Unleaded Diesel	7:00 am – 5:00 pm Weekdays