



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$5,400)	(\$5,400)	(\$5,400)	(\$5,400)	(\$5,400)
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$5,400)	(\$5,400)	(\$5,400)	(\$5,400)	(\$5,400)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program \_\_\_\_\_

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

C. Departmental Fiscal Review: Ken Speer 5/12/17

**III. REVIEW COMMENTS**

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

[Signature] 5/17/17  
OFMB 5/15 & 5/16

[Signature] 5/23/17  
Contract Development and Control

**B. Legal Sufficiency:**

[Signature] 5/24/17  
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 RIC BRADSHAW, SHERIFF, in his official capacity as the Sheriff of Palm Beach County, a state constitutional officer ("Sheriff") and the TOWN OF LAKE PARK, a municipal corporation ("Town"), hereinafter referred to collectively as the "Parties".

### **W I T N E S S E T H**

**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**, Part I of Chapter 163, Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authorization which such agencies share in common and which each might exercise separately; 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 on 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 Town desires to have a fuel pump control reader maintained by the County and interfaced with the County's Fleet Management computer at the sole cost and expense of the Town; and

**WHEREAS**, the County and the Town have determined it to be beneficial to the parties for the County and the Sheriff to be able to purchase fuel from the Town's fuel facilities; and

**WHEREAS**, the County and the Town have determined it to be beneficial to both parties for the town to be able to purchase fuel from the County.

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

#### **SECTION 1: RECITALS**

1.01 The above recitals are true and correct and are incorporated herein by reference.

#### **SECTION 2: PURPOSE**

2.01 The purpose of this Agreement is to provide the terms and conditions by which the County will provide fuel management services to the Town, maintain the Town's fuel pump control reader and establish the schedule and method of payment to the County for such services. In addition, the Agreement sets forth 1) the terms under which Town employees can purchase fuel

from County fuel facilities, 2) that County employees can purchase fuel from the Town's fuel facilities, and 3) the Sheriff may purchase fuel from the Town's fuel facilities.

### **SECTION 3: COUNTY'S FLEET MANAGEMENT FACILITIES**

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

### **SECTION 4: EQUIPMENT**

4.01 The Town is supplied by the County with one (1) E.J. Ward Fuel Control Reader, including key pad, card reader and software ("Equipment") that interfaces with the County's Fleet Management computer.

4.02 The Equipment is located adjacent to the fuel pumps located at 650 Old Dixie Highway, Lake Park, Florida. The Town shall provide, at its expense, a dedicated telephone line for the Equipment to connect with the County's Fleet Management computer and all electricity needed to operate the Equipment. The Town shall not relocate, alter, or tie into the Equipment without prior written approval from the County.

4.03 The County will provide the Town with detailed monthly fuel consumption reports for the fuel control reader in the same format it uses for County purposes. The Town acknowledges and agrees that sample reports have been provided to the Town and that they are acceptable.

4.04 The Town shall allow the Sheriff and County departments to use the Equipment and the accompanying Town fuel pumps. The Town may deny access to the Town's fuel pumps by the Sheriff and County departments due to an emergency on a temporary basis upon notice to the Sheriff and County. The Town shall invoice the Sheriff and County monthly for fuel usage on a per gallon purchased basis. The cost per gallon will be calculated by adding the actual fuel price, the applicable taxes and an administrative mark-up equal to the current administrative mark-up of the County. The purchase of fuel by the Sheriff and the County is subject to the terms set forth herein. The Sheriff and County shall send payments for the fuel to the Town Finance Department, 535 Park Avenue, Lake Park, FL 33403. The County and Sheriff are not obligated to purchase a minimum amount of fuel pursuant to this Agreement.

4.05 The Town represents that its fueling facility is operated in compliance with all applicable environmental regulations and that the County and the Sheriff assume no responsibility for proper management of these facilities pursuant to this Agreement.

### **SECTION 5: MAINTENANCE AND REPAIR OF THE EQUIPMENT**

5.01 The County will manage, maintain and repair the EJ Ward Fuel Control Reader ("Routine Services") during the term of this Agreement. "Routine Services" shall include all services and repairs required in the usual course of business, but not repairs necessitated by accidents, vandalism, acts of God, or deliberate abuse. The County will provide repairs to the

Equipment required as a result of accident, vandalism, acts of God, etc., at the Town's request and sole expense if the necessary parts are in stock in the County's inventory.

5.02 The Town shall pay the County \$450 per month for Routine Services, due and payable in advance on the first date of each month for the term of the Agreement. The Town shall make the payments to the County as provided in Section 6.07.

5.03 The County will make all reasonable efforts to respond promptly to requests for maintenance and repairs after notice is provided by the Town, normally within two (2) hours during normal business hours. Response time may be greater during non-business hours and holidays, but an on-call contact is provided for non-business hours and holidays. The County is providing the services hereunder as a convenience to the Town. The Town agrees that the County shall not be in default nor assume any liability to the Town for delays in maintenance or repairs caused by events outside the control of the County including, but not limited to acts of God, public health emergencies, labor disputes, freight embargos, or severe weather conditions.

## **SECTION 6: SALE OF UNLEADED/DIESEL FUEL TO TOWN**

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

6.02 Upon execution of this Agreement, the Town shall inform the County of the number of fuel cards required and the information necessary to code all Town employees, vehicles and equipment into the County's automated fuel management systems. Within twenty-one (21) days, the County will provide the Town with the requested cards. Procedures for requesting additional new and replacement cards will be established after execution of this Agreement. It is the Town's sole responsibility to ensure that the fuel cards are issued to, and utilized for authorized and lawful public purposes only. The fuel cards will allow the Town to fuel at any fuel site identified in Attachment 1.

6.03 The Town shall be invoiced monthly for fuel usage on a per gallon purchased basis. The cost per gallon 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 Town of the administrative mark-up prior to October 1<sup>st</sup>. The County agrees to charge the Town the same administrative mark-up as it does County agencies. The Town is not obligated to purchase a minimum amount of fuel pursuant to this Agreement.

6.04 The Town shall not be entitled to any portion of the taxes recovered pursuant to F.S. 206 and F.S. 212, Part II. The County shall receive all applicable taxes recovered.

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

6.06 The Town shall 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 Town employee who fails to follow County procedures upon immediate notification to Town.

6.07 The County will prepare and transmit to the Town monthly an invoice and detailed summary of all charges. The Town shall immediately review the information and report any discrepancies to the County within ten (10) days of receipts. Payment shall 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

6.08 At any time, the Town may request information concerning its fuel charges. The County shall provide the requested information within a reasonable amount of time.

## **SECTION 7: LIABILITY**

7.01 To the extent permitted by law, the Town 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 Town 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 Town or by the Town against a third party, then the Town 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 8: INSURANCE**

8.01 The Town acknowledges and represents, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that the Town is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

8.02 The Town shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

## **SECTION 9: TERM OF AGREEMENT**

9.01 The initial term of this Agreement is five (5) years retro-actively commencing on January 9, 2017. 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 Town 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 Town and the County.

**SECTION 10: AMENDMENTS TO THIS AGREEMENT**

10.01 This Agreement may be amended from time to time via written amendment executed by both the Board of County Commissioners and the Town. Annual updates to the Attachment will not require the approval of the Board of County Commissioners or the Town.

**SECTION 11: TERMINATION**

11.01 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. Upon termination or expiration of this Agreement, the Equipment shall remain the sole property of the Town, but the County shall disconnect the Equipment from the County's Fleet Management computer. The Town shall provide the County any access to the Equipment required to achieve the disconnection.

**SECTION 12: TAXES**

12.01 The Town shall pay, upon demand, all taxes, license charges, permit fees or other charges imposed by any governmental authority on this Agreement, payments, or the equipment and services provided by the County.

**SECTION 13: ANNUAL BUDGET APPROPRIATIONS**

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

**SECTION 14: NOTICES**

14.01 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 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 Sheriff:

CFO George Forman  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406-3001

As to the Town:

Town Manager  
535 Park Avenue  
Lake Park, FL 33403

**SECTION 15: APPLICABLE LAW/ENFORCEMENT COSTS**

15.01 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 in Palm Beach County, Florida.

**SECTION 16: FILING**

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

**SECTION 17: DELEGATION OF DUTY**

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

**SECTION 18: REMEDIES**

18.01 The remedies provided herein are exclusive. The parties waive all other remedies including, but not limited to, consequential and incidental damages.

**SECTION 19: ENTIRE AGREEMENT**

19.01 This Agreement incorporates all the rights, responsibilities and obligations of the parties.



**SECTION 20: SEVERABILITY**

20.01 If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 21: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL  
AUDIT REQUIREMENTS**

21.01 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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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 22: NO THIRD PARTY BENEFICIARY**

22.01 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 employees of the County and/or Town.

**SECTION 23: NON-DISCRIMINATION**

23.01 Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The Town has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Town does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that Town will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

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**

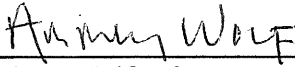

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

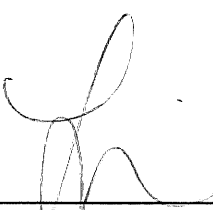
**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

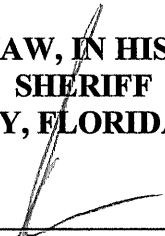
By:   
Assistant County Attorney

By:   
 Audrey Wolf, Director  
Facilities Development & Operations

**ATTEST:**


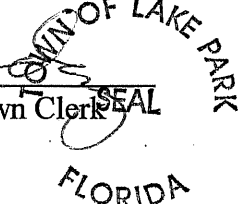
**RIC L. BRADSHAW, IN HIS OFFICIAL**  
**CAPACITY AS SHERIFF OF PALM**  
**BEACH COUNTY, FLORIDA**

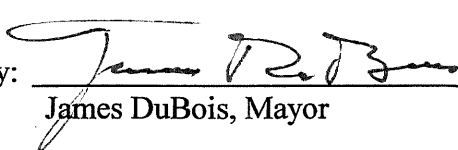
By:   
Witness Signature  
LISA RUBIN  
Print Witness Name

By:   
Ric L. Bradshaw, Sheriff

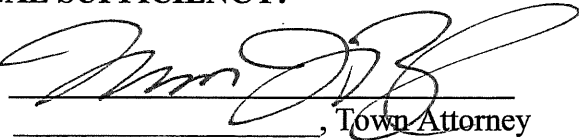
**ATTEST:**

**TOWN OF LAKE PARK**

By:   
Vivian Mendez, CMC, Town Clerk  


By:   
James DuBois, Mayor

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

By:   
Town Attorney

Attachment 1  
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 2601 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