

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 23, 2024 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** First Amendment to the Amended and Restated Interlocal Agreement (R2019-0207) (“Agreement”) with the City of Pahokee (“City”), to extend the term of the Agreement for fleet management services from February 5, 2024 through February 4, 2029.

**Summary:** The Agreement provided the terms and conditions under which the County provides fleet management 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. There is no fiscal impact associated with this item, as the expenses offset the revenues. The Agreement provided for one renewal option for five (5) years. The City has approved a renewal to extend the term of the Agreement to February 4, 2029, and the renewal now requires approval from the Board of County Commissioners. This amendment extends the term of the agreement, updates and adds standard County contract provisions. Other than the changes set forth herein, all other terms remain the same. (FDO – Admin) Countywide (MWJ)

**Background and Justification:** The County has been providing Fleet Management Services to the City since 2009. In 2019, the City purchased expanded fleet Management services from the County, including maintenance and repair services and the authorization to participate in the County’s Vehicle Replacement Fund. Following the approval of this Agreement, there will be no remaining renewals.

**Attachments:**

Interlocal Agreement

Recommended By: M. B. [Signature] P. [Signature] 12/15/23  
Department Director Date  
Approved By: [Signature] 1/3/24  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	<u>\$73,888</u>	<u>\$117,482</u>	<u>\$124,531</u>	<u>\$132,002</u>	<u>\$139,923</u>
<b>External Revenues</b>	<u>(\$73,888)</u>	<u>(\$117,482)</u>	<u>(\$124,531)</u>	<u>(\$132,002)</u>	<u>(\$139,923)</u>
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No \_\_\_\_\_  
 Is this item using Federal Funds: Yes \_\_\_\_\_ No X  
 Is this item using State Funds: Yes \_\_\_\_\_ No X

Expense Budget Account No: Fund 5000 Dept 410 Unit 7220 Object 5214, 5215, 4625  
 Revenue Budget Account No: Fund 5000 Dept 410 Unit 7100 Rev 9102

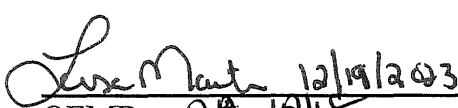

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The above fiscal impact relates to fuel purchases and maintenance repairs. Any additional fiscal impact will be realized if the City utilizes the vehicle replacement services.

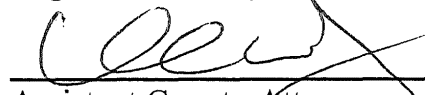
**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

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

<p>                  OFMB <u>GA 12/18</u>                  ESW 12-18-23</p>	<p>                  Contract Development and Control                  12/22/23</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**B. Legal Sufficiency:**

  
 Assistant County Attorney 1/3/24

**C. Other Department Review:**

\_\_\_\_\_

**FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**THIS FIRST AMENDMENT** to Amended and Restated Interlocal Agreement R2019-0207, dated February 5, 2019, is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the City of Pahokee, a municipal corporation (hereinafter referred to as "City").

In consideration of the mutual promises contained herein, the County and the City agree as follows:

1. The term of the Agreement is renewed beginning on February 5, 2024 and continuing through February 5, 2029, pursuant to the exercise of the renewal option for five (5) years.
2. Section 3 of the Agreement is hereby modified to add the following:

**SECTION 3: UNLEADED/DIESEL FUEL**

3.07 No Privately Owned Vehicles. Fuel may only be dispensed into vehicles owned by the City and operated by City employees. Fuel may not be dispensed into privately owned vehicles under any circumstances.

3. Section 8 is deleted in its entirety and replaced with the following:

**SECTION 8: LIABILITY**

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or City pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City 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 City in connection with its performance of this Agreement. 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. The provisions of this section shall survive the termination or expiration of this Agreement.

4. Section 10 is deleted in its entirety and replaced with the following:

**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 City. Annual updates to the Attachments will not require the approval of the Board of County Commissioners or the City but will automatically become part of this Agreement when issued by the County and noticed to the City.

5. Section 11 is deleted in its entirety and replaced with the following:

**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. In the event of termination by either the County or the City, the City will not be reimbursed for any contributions to the Vehicle Replacement Fund.

6. The Agreement is hereby modified to add the following:

**SECTION 22: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**SECTION 23: EFFECTIVE DATE**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

**SECTION 24: E-VERIFY – EMPLOYMENT ELIGIBILITY**

**24.01** City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the City's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**24.02** County shall terminate this Agreement if it has a good faith belief that City has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

7. Attachment 4 to the Agreement is deleted in its entirety and replaced with Attachment 4 attached hereto and incorporated herein.

8. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the City and the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County and the City has hereunto set its hand the day and year above written.

ATTEST:

**JOSEPH ABRUZZO**  
**CLERK OF THE CIRCUIT**  
**COURT & COMPTROLLER**

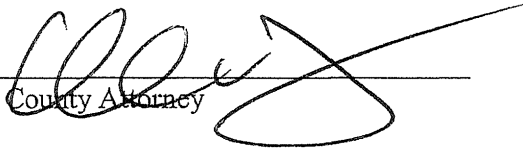
**PALM BEACH COUNTY, a political**  
**subdivision of the State of Florida**

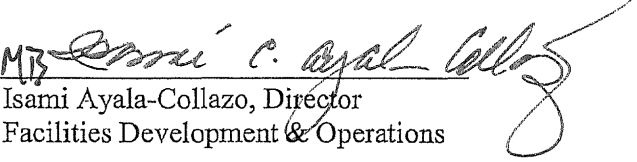
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

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


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

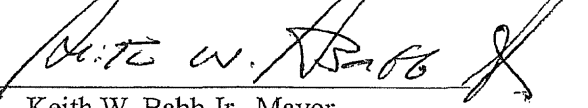
By:   
County Attorney

By:   
Isami Ayala-Collazo, Director  
Facilities Development & Operations

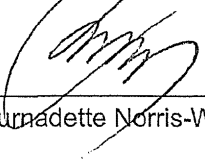
ATTEST:

**CITY OF PAHOKEE, FLORIDA**

By:   
Tijauna L. Warner, City Clerk

By:   
Keith W. Babb Jr., Mayor

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

By:   
Burnadette Norris-Weeks, City Attorney

**Attachment 4**

**Palm Beach County  
Vehicle Replacement Fund**

**TO:** ALL DEPARTMENTS  
**FROM:** SARA BURNAM  
DIRECTOR, FLEET MANAGEMENT  
**PREPARED BY:** Fleet Management Division  
**SUBJECT:** Replacement Policy Program  
**PPM #:** FMO-016

---

**ISSUE DATE**  
10/1/91

**EFFECTIVE DATE**  
12/30/20

---

**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).

**UPDATES:**

Future updates to this PPM are the responsibility of the Director of the Fleet Management Division.

**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, corrosion, 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. Useful Life/Mileage/Hours \***

Specialized Equipment (ATV's, turf equipment, etc.)	5 years/ N/A
Light Duty (cars, all vans, trucks less than 10,001 GVWR)	6 years/ 80,000miles
Medium Duty (trucks 10,001 GVWR or more)	7 years/ 90,000miles
Heavy Equipment (off-road vehicles/equipment) (Varies depending on Machine Class)	up to 10 years/ 10,000 hours
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. A low utilization report must be completed and attached to the Mid-Year Fleet Expansion Request Form (Attachment A) submitted to administration.
- 4) Fleet's replacement recommendations and input on any other specific asset needs of the department/division will be reviewed annually with 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

Assets purchased by the user department, may be placed in the Program upon agreement to pay the monthly Policy Charge.



---

**SARA BURNAM**  
**DIRECTOR, FLEET MANAGEMENT**

Supersession History  
FMO-016, issued 10/01/91  
FMO-016, revised 12/08/98  
FMO-016, revised 09/10/09  
FMO-016, revised 11/28/11  
FMO-016, revised 11/13/17  
FMO-016, revised 12/30/20