

RESOLUTION NO. 75-12-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY, TO INSTALL A FUEL CONTROL READER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has a desire to have a fuel pump control reader installed and 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 Town and the County has determined it to be beneficial to be able to purchase fuel from each other as needed; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

SECTION 1.

The whereas clauses are hereby incorporated herein as true and correct.

SECTION 2. The Mayor is hereby authorized and directed to execute the agreement between the Town of Lake Park and Palm Beach County.

SECTION 3.


This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	_____
VICE-MAYOR ED DALY	<u>X</u>	_____
COMMISSIONER CHUCK BALIUS	<u>X</u>	_____
COMMISSIONER JEFF CAREY	<u>X</u>	_____
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	_____

The Town Commission thereupon declared the foregoing Resolution NO. 75-12-06 duly passed and adopted this 20 day of December, 2006.

TOWN OF LAKE PARK, FLORIDA


BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


Vivian Mendez
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

R2007.0029

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into JAN 09 2007 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), 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".

WITNESSETH

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 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 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) that the Sheriff may purchase fuel from the Town's fuel facilities.

SECTION 3: COUNTY'S FLEET MANAGEMENT FACILITIES

3.01 The County's Fleet Management administrative offices are located at 3700 Belvedere Road, Buildings D & E, West Palm Beach, FL 33406. This facility is staffed and operated 7:00am to 5:00pm Monday through Friday, excluding County holidays.

SECTION 4: EQUIPMENT TO BE PURCHASED BY TOWN

4.01 The Town shall purchase one (1) E.J. Ward Fuel Control Reader, including key pad, card reader and software ("Equipment") from a vendor to interface with the County's Fleet Management computer. The Town may piggyback off a County price agreement with a County vendor if so desired.

4.02 The Town shall provide a suitable, covered location, subject to approval by the County, for the Equipment to be installed. The Town shall have the Equipment installed at its sole cost. 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 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. The reports will include detailed information on fuel consumption at the Town's fuel pumps.

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 Sheriff assume no responsibility for proper management of these facilities pursuant to this Agreement.

SECTION 5: MAINTENANCE AND REPAIR OF THE TOWN EQUIPMENT

5.01 The County will manage, maintain and repair the Equipment ("Routine Services") during the term of this Agreement. "Routine Services" shall include all service 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 5.07.

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 1st each year. The County shall notify the Town of the administrative mark-up prior to October 1st. 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 the 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 receipt. 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, Town shall indemnify, defend 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 and shall commence upon execution of this Agreement. This Agreement may be renewed for one (1) five 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: TERMINATION

10.01 This Agreement may be terminated by the Town or County, 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 11: AMENDMENTS TO THIS AGREEMENT

11.01 This Agreement may be amended from time to time via written amendment executed by the parties.

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: ASSIGNMENT

14.01 This Agreement and duties and obligations hereunder may not be transferred or assigned by the parties.

SECTION 15: NOTICES

15.01 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
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406

With a copy to:

Director, Fleet Management Division
3700 Belvedere Road, Building D
West Palm Beach, FL 33406

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 16: APPLICABLE LAW/ENFORCEMENT COSTS

16.01 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 17: FILING

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

SECTION 18: DELEGATION OF DUTY

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

SECTION 19: REMEDIES

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

SECTION 20: ENTIRE AGREEMENT

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

SECTION 21: SEVERABILITY

21.01 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 provision, 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

R2007 0029

JAN 09 2007

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: Nancy Powell
Deputy Clerk

By: Addie L. Greene
Addie L. Greene, Chairperson



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Dir., Facilities Development & Operations

ATTEST:

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

By: _____

By: [Signature]
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature]
Ass't Legal Advisor, PBC Sheriff's Office

ATTEST:

TOWN CLERK

TOWN OF LAKE PARK

[Signature]
Town Clerk

By: [Signature]
Paul W. Castro, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Thomas J. Baird, Town Attorney

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

	Location	Fuel Type	Hours of Operation
Fleet Management	3700 Belvedere Road West Palm Beach	Unleaded Diesel	24 Hours
Criminal Justice Complex	3228 Gun Club Road West Palm Beach	Unleaded	24 Hours
Water Utilities	8100 Forest Hill Blvd. Greenacres	Unleaded Diesel	Weekdays 7 AM - 4 PM
John Prince Park	5020 S. Congress Ave. Lake Worth	Unleaded Diesel	Weekdays 7 AM - 4 PM
South County	345 S. Congress Ave. Delray Beach	Unleaded Diesel	24 Hours
North County	8130 Jog Road West Palm Beach	Unleaded Diesel	24 Hours
Pahokee	580 State Market Road Pahokee	Unleaded Diesel	24 Hours
Mosquito Control	9011 Lantana Road Lake Worth	Unleaded	24 Hours
South Regional	13026 Jog Road Delray Beach	Unleaded Diesel	24 Hours
Jupiter	14185 N. Military Trail Jupiter	Unleaded	Weekdays 7 AM - 5 PM
Sheriff Substation	17901 SR #7 Boca Raton	Unleaded	24 Hours



RECEIVED
1/16/07

January 16, 2007

**Facilities Development &
Operations Department**

3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406-1544
Telephone: (561) 233-0200
Facsimile: (561) 233-0206
www.pbcgov.com/fdo



**Palm Beach County
Board of County
Commissioners**

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

Joseph S. Kroll
Public Works Director
Town of Lake Park
650 Old Dixie Highway
Lake Park, FL 33403

Re: Fuel Reader Management and Fuel Purchase Agreement

Dear Mr. Kroll,

On January 9, 2007, the Board of County Commissioners of Palm Beach County approved the interlocal agreement for management of a fuel reader and the purchase of fuel. Enclosed please find one fully executed agreement for your records.

If you have any questions, please feel free to call me at 561/233-0232 or email me at ndolan@pbcgov.com.

Sincerely,

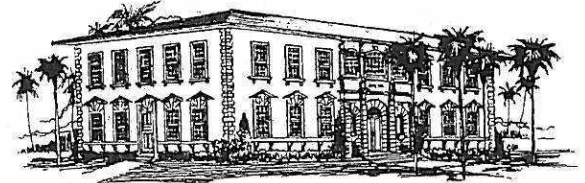
Nancy J. Dolan, Business and Community Agreements Manager
Facilities Development & Operations

attachments

c: Audrey Wolf, Director, FD& O (w/o attach)
Harriet Armstrong, Fleet Management (w/attach)

The Town of Lake Park

Office of the Town Clerk



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

December 26, 2006

Palm Beach County Facilities Development
And Operations Department
3200 Belvedere Road
Building 1169
West Palm Beach, Florida 33406-1544

Attn: Nancy J. Dolan

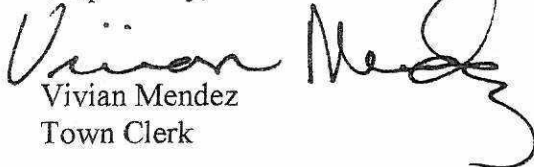
Re: Fuel Reader Management and Fuel Purchase Agreement

Dear Ms. Dolan:

As requested please find the four (4) original Interlocal agreements for management of a fuel reader and the purchase of fuel. Also attached is the Resolution adopting same.

If you have any questions or concerns, please contact my office at 561-881-3311, or by fax 561-881-3313. I can be reached by email at vmendez@lakeparkflorida.gov.

Respectfully,


Vivian Mendez
Town Clerk

From: Origin ID: (561)881-3311
Vivian Mendez
TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK, FL 33403



CLB 002386/10/23

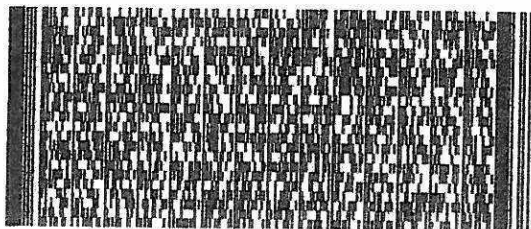
Ship Date: 26DEC06
ActWgt: 1 LB
System#: 2681197/INET2500
Account#: S *****

REF: Fuel Interlocal Agreement



Delivery Address Bar Code

SHIP TO: (561)233-0200 **BILL SENDER**
Nancy Dolan
Facilities Development & Operations
3200 Belvedere Road
Building 1169
West Palm Beach, FL 334061544



STANDARD OVERNIGHT

WED

Deliver By:
27DEC06

TRK# 7906 3766 3881

FORM
0201

FLL AA

33406 -FL-US

32 LNAA



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