

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”.

WITNESSETH

WHEREAS, the County and the Town are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and 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 the Parties for the Town to purchase fuel services from the County; 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, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County and the Town 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: 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 memorialize the terms and conditions by which the County will provide fuel management services to the Town. The County will provide and maintain one (1), E.J. Ward fuel pump control reader, including keypad, card reader and software (“Equipment”) 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 operates from 7:00 am to 5:00 pm, Monday through Friday, excluding County holidays.

SECTION 4: EQUIPMENT

4.01 The County shall provide Town with Equipment that interfaces with the County's Fleet Management system. The Equipment will be clearly tagged or marked as the property of Palm Beach County with an asset/serial number. Town shall not remove, or cover said identification. The Equipment shall at all times remain the sole property of Palm Beach County. Town shall not loan, sell, assign or mortgage the Equipment or permit it to be subject to any legal process. The County may replace the Equipment at its discretion to maintain compatibility with the County system.

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 internet connection for the Equipment to connect with the County's Fleet Management system 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 Equipment 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, 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 Equipment ("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 \$250 per month for Equipment routine services. 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 due to shortage of parts, or for any other cause beyond 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 new fuel cards required, if any, 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 are established and in place prior to execution of this Agreement, and will require submittal of a completed Fuel Card Request form. 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 Town.

6.07 The County will prepare and transmit to the Town monthly an invoice and detailed summary of all charges including two hundred and fifty dollars (\$250.00) each month for Routine Services for the Equipment along with any additional charges for fuel use, due and payable on the 1st day of each month for the term of the Agreement. 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 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 Town 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 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. 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. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8: INSURANCE

8.01 Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Town represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

8.02 If Town is not self-insured, Town shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

8.03 Should Town purchase excess liability coverage, Town agrees to include County as an Additional Insured.

8.04 The Town agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

8.05 Should Town contract with a third-party (Contractor) to perform any service related to the Agreement, Town shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Town and County as Additional Insureds. Town shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

8.06 When requested, the Town shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

8.07 Compliance with the foregoing requirement shall not relieve the Town of its liability and obligations under this Agreement.

SECTION 9: TERM OF AGREEMENT

9.01 The initial term of this Agreement is five (5) years and shall commence on January 9, 2027, upon full execution of this Agreement.

9.02 This Agreement may be renewed for two (2) additional terms of five (5) years each. 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. Updates to Attachment 1 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 thirty (30) days from the receipt of notice. In the event of termination by either the County or the Town, the County may, without further notice or other action, enter upon the Town property for the purpose of removing the equipment.

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

Town of Lake Park/PBC Sheriff - Fuel Services

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. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located 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. With respect to the Sheriff, the Inspector General shall have access to books, records, and documents related only to this Agreement, which shall be provided upon request. 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. Nothing herein shall modify or limit the powers of the Inspector General as set forth in Section 2-421 - 2-440, Palm Beach County Code.

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 The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Parties warrant and represent that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 24: ASSIGNMENT

24.01 Town may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 25: COUNTERPARTS

25.01 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 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Town 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 Town'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.

26.02 Town shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. Town shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Town which requires a longer retention period.

26.02 County shall terminate this Agreement if it has a good faith belief that Town has knowingly violated Section 448.09(1), Florida Statutes as may be amended. If County has a good faith belief that Town's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Town to terminate its contract with the subconsultant and Town shall immediately terminate its contract with the subconsultant. If County terminates this Contract pursuant to the above, Town shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Town shall also be liable for any additional costs incurred by County as a result of the termination.

SECTION 27: DIGITAL ACCESSIBILITY COMPLIANCE

27.01 Town acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Town represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

27.02 All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

27.03 Town shall ensure that any updates, revisions, or modifications to such digital

content remain compliant throughout the term of this Contract. Upon request, Town shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Town shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Town shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

SECTION 28: EFFECTIVE DATE

28.01 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.

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Town of Lake Park/PBC Sheriff - Fuel Services

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

ATTEST:

**SHANNON RAMSEY-CHESSMAN
CLERK OF THE & CIRCUIT COURT
COMPTROLLER AD INTERIM**

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Chief Assistant County Attorney

By: _____
Jennifer Ferriol, Director
Facilities Development & Operations

Town of Lake Park/PBC Sheriff - Fuel Services

ATTEST:

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

By: _____
Witness Signature

By: _____
Ric L. Bradshaw, Sheriff

Print Witness Name

Town of Lake Park/PBC Sheriff - Fuel Services

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, CMC, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Town Attorney

Town of Lake Park/PBC Sheriff - Fuel Services

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 9545 Lantana Road, Lake Worth	Unleaded Diesel	24 Hours
South Region Utilities 13026 Jog Rd., Delray Beach	Unleaded Diesel	6:00AM-6:00PM Weekdays
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