

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:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
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

<u>ISSUE DATE</u>	<u>EFFECTIVE DATE</u>
10/1/91	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)
<i>(Varies depending on Machine Class)</i> | 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