

Agenda Item #:

## **AGENDA ITEM SUMMARY**

Department

[illegible]

**Motion and Title:**

### Summary:

### Background and Justification:

**Attachments:**

- 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

②

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures					
Operating Costs		12,901	12,901	12,901	12,901
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>		12,901*	12,901	12,901	12,901

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in <sup>Proposed</sup> ~~Current~~ Budget? Yes ☒ No ☐

Budget Account No.: Fund 1300 Dept 440 Unit 4237 Object 4101/4301

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

Estimated utilities: (electric \$7,600, communications \$5,300) @ \$12,900 annually  
Rental rate of \$1.00/year includes water and sewer usage.

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

\*

The fiscal impact of providing the services is included in the FY2007 \$5.2 million Net Total Cost of providing Fire-Rescue services to the Glades, as identified by Fire-Rescue at the 12/20/2005 BCC meeting.

9/7/06 OFMB  
Legal Sufficiency:

9/11/06  
Contract Dev. and Control

### B. Legal Sufficiency:

9-11-06  
Assistant County Attorney

This Contract complies with our contract review requirements.

at the time of cross review, the contract and related lease Agreement were not executed.

### C. Other Department Review:

Department Director

Contract Not signed at time of legal approval.

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT

**INTERLOCAL AGREEMENT FOR  
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES  
BY AND BETWEEN  
THE CITY OF PAHOKEE AND PALM BEACH COUNTY**

**THIS INTERLOCAL AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, with service by the County to commence on October 1, 2006 (the "Service Date") by and between the CITY OF PAHOKEE, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter the "City") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County" or "Fire-Rescue"), by and through its Board of County Commissioners, for fire-rescue services.

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

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Palm Beach County Ordinance No. 83-23, as amended, created a municipal service taxing unit (MSTU), as a mechanism for the provision of fire protection and emergency medical services; and

**WHEREAS**, Section 125.0101, Florida Statutes, authorizes counties to contract with municipalities to provide fire protection and other essential services; and

**WHEREAS**, in order to meet the voluntary Level of Service standards agreed upon by the County and municipal representatives in 2004, the City desires to contract for the provision of fire protection and emergency medical services from the County, which already meets said Level of Service standards; and

**WHEREAS**, representatives of the City and County have discussed the terms of an Interlocal Agreement on numerous occasions; and

**WHEREAS**, pursuant to County Ordinance No. 2005-064 and City Ordinance No. 2005-06, the City has opted into the County's Fire/Rescue MSTU for the provision of fire-rescue services from the County commencing October 1, 2006; and

**WHEREAS**, both the City and the County believe that it is in the best interests of all concerned for the City to opt into the Fire/Rescue MSTU as a method of payment for fire-rescue, fire protection and related services from the County, while entering into this Agreement to specify terms and conditions under which service will be provided; and

**WHEREAS**, the County's hiring of certain qualified City fire-rescue personnel will promote a continuity of service in the Glades area.

**NOW, THEREFORE**, the City and County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

**SECTION 1. INCORPORATION OF FACTS**

The facts set forth above in the preamble to this Agreement are true and correct and are hereby incorporated into this Agreement.

**SECTION 2. PURPOSE**

The purpose of this Agreement is to establish the parties' rights and obligations regarding the provision of fire protection and emergency medical services within the City, by the County. To facilitate the purposes of this Agreement, the City shall cooperate with and assist the County so as to insure that the services provided by County are coordinated with other municipal services provided by the City, and that complaints and/or inquiries regarding the County's performance and the services delivered hereunder are appropriately addressed.

**SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR**

The County's representative and contract monitor during the term of this Agreement shall be the Fire-Rescue Administrator whose telephone number is 561-616-7000. The City's contract monitor during the term of this Agreement shall be the City Manager whose telephone number is 561-924-5534.

**SECTION 4. ADMINISTRATION**

**A. Contract for Services**

This Agreement is a contract for the provision of services and shall not in any manner whatsoever constitute a transfer of powers or functions in anyway whatsoever. This Agreement

is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida Statutes.

**B. Identification:**

All apparatus permanently assigned to the City Facility, as provided for in Section 7B, shall be clearly identified with the words "City of Pahokee", if desired by the City, as well as that of the County.

**C. Oversight by the City**

The City, through its City Manager, shall oversee and monitor the County's performance of the services provided for in this Agreement. Notwithstanding the City's ultimate authority and responsibility for the oversight of services provided hereunder, the rendition of services, standards of performance, discipline of County officers and County employees, and all other matters incidental to County's control of its personnel and the performance of services, including but not limited to equipment, facilities, agreements for automatic/mutual aid, and implementation of its policies and procedures, shall reside with the County.

**SECTION 5. SERVICES TO BE PROVIDED**

The County, by means of this Interlocal Agreement, shall provide within the City the personnel and equipment necessary to provide fire suppression, emergency medical services, special operations, hazardous materials response and mitigation, emergency communications, confined space rescue, dive rescue, fire code inspections and testimony related thereto, response to all subpoenas related to fire rescue activities, arson investigation, new construction inspection, community education programs, and all other emergency and non-emergency services generally provided by Palm Beach County Fire-Rescue Department, hereinafter called "Fire-Rescue." Notwithstanding anything in this Agreement that may be construed to the contrary, the City acknowledges and agrees that the County shall not be the primary provider of emergency medical and transport services to or within the City unless and until Palm Beach County Fire-Rescue is awarded a Certificate of Public Convenience and Necessity ("COPCN") to provide said services within the City. The parties recognize that pursuant to the COPCN process, American Ambulance Response (AMR) is the current Primary ALS Rescue and Transport services provider within the City, and that Palm Beach County Fire-Rescue intends to apply for said COPCN to commence January 1, 2008.

The County and the City hereby recognize that the County, through Fire-Rescue, provides fire-rescue services throughout Palm Beach County and those services, at the County's discretion, may be provided from facilities and with personnel and apparatus located within or without the municipal boundaries of the City.

## **SECTION 6. COUNTY RESPONSIBILITIES**

### **A. Staffing**

County agrees to hire those City employees who, as of 7:29 a.m. on October 1, 2006, are both employed by the City's Fire Department and meet the County's minimum hiring standards, including but not limited to being both a Florida state certified Firefighter II and a Florida state certified Emergency Medical Technician; provided, however, that the number of employees hired by the County hereunder shall not exceed thirteen (13), which equals the full complement of the certified firefighter positions within the City's Fire Department, including both filled and vacant positions, at the time that this Agreement is approved by the parties. Said employees shall be terminated by the City effective 7:30 a.m. on October 1, 2006. The County shall hire said employees as new employees of the County effective 7:30 a.m. on October 1, 2006.

The County shall staff the City Facility, as provided pursuant to Section 7B, with no fewer than four (4) personnel on duty. Upon becoming a County employee, the current City fire chief shall be assigned as a liaison to the City for disaster situations for a period of one year.

The personnel assigned to staff the City Facility, as set forth herein above, shall be within the sole discretion of the County. The City understands that the County makes no representation or promise that the former City employees hired by the County hereunder will be assigned to the City facility.

The City Facility shall house equipment capable of responding to both fire and medical calls.

### **B. Fire Prevention Services**

The County shall conduct fire inspections on applicable buildings and structures located within the incorporated boundaries of the City in accordance with the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto (as may be hereinafter collectively referred to as the "Fire Code"), all as may be amended from time to time. County shall provide to the City annually a list of the names of all businesses or occupancies that have been inspected by the County during that period.

Community Education programs shall be made available to any resident or business located within the incorporated boundaries of the City. Fire-Rescue currently offers a wide variety of public education programs targeted to a variety of age groups and audience types. These programs shall be offered to City residents in the same manner as are offered to residents of unincorporated Palm Beach County.

Fire-Rescue shall provide new construction plans review and new construction inspections. Not less than 90% of all plans submitted to Fire-Rescue shall be reviewed and returned within four (4) working days after their receipt. County shall endeavor to complete, on a daily basis, all new construction inspections required by the City's permitting process when scheduled by 8:30 AM.

Fire Rescue shall conduct fire/arson investigations within the City in cooperation and consultation with the City's Law Enforcement Agency to determine cause and origin and will respond to subpoenas regarding same and provide testimony if needed in code enforcement cases or in any other type of legal proceedings, including quasi-judicial or administrative hearings, relating to the services provided hereunder. Fire Rescue will coordinate with the City's Law Enforcement Agency on any subsequent investigations that require law enforcement assistance.

**C. Hydrants**

The County agrees to develop and administer an annual fire hydrant inspection and testing program for all hydrants within the City limits. This program shall be limited to identifying malfunctioning hydrants and lubricating external moving parts. The City's Water Utilities Provider shall be notified as to all other identified problems, which shall be resolved by the Utility Provider at the Utility Provider's expense.

**D. Dispatch Protocol**

The County's response to calls within the service area identified hereunder will be governed by the County's Dispatch Protocol, as may be amended from time to time at the County's sole discretion.

**E. Insurance**

Without waiving the right to Sovereign Immunity and pursuant to the provisions and limitations of Section 768.28, Florida Statutes, the County acknowledges that it is self-insured and that it shall self-insure its own General Liability, Wrongful Acts or Omissions and

Automobile Liability under State Sovereign Immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such monetary waiver limits as set forth by the legislature.

## **SECTION 7. CITY'S RESPONSIBILITIES**

### **A. Emergency Calls**

All calls for emergency services received by the City which require a fire-rescue/emergency medical response shall be immediately forwarded to the Palm Beach County Emergency Communications Center for operational dispatch.

### **B. Facility**

Pursuant to the Lease Agreement attached hereto as Exhibit 1 and incorporated herein, the City shall, for the sum of \$1.00 per year, lease to the County for its use as a fire station the building and surrounding real property identified in the Lease Agreement (the "City Facility"), to be known as the Pahokee Fire Station. This Facility currently is a part of the existing City Hall complex.

In the event that the City determines it desires to sell or otherwise relocate the existing City Hall complex, the City shall, within thirty (30) days of such determination, identify, and offer for lease to the County, another parcel of real property that is at least three (3) acres in size, is deemed suitable by the County for building or placing a fire station, and is otherwise deemed acceptable to County in its sole discretion after a reasonable opportunity to inspect. Should the County desire to lease said parcel of property, the City shall lease said property to County for a term of 99 years, for the sum of \$1.00 per year, and permit the County to build or locate a fire station on said property. In this case, the parties shall enter into a lease agreement for said property, which agreement shall be for a term of 99 years and shall be in a form acceptable to the County. The City and the County shall meet to discuss the exterior design of said facility. During any interim period of time between the sale or relocation of the City Hall complex and such time that the new fire-rescue facility is occupied for use as a fire station by the County, the City shall, at no cost to the County, provide a site and/or facility deemed suitable by the County to be used for a temporary fire-rescue facility.

Notwithstanding anything herein or in the Lease Agreement that might be construed to the contrary, the County shall at any time have the right, but not the obligation, to identify and purchase a suitable parcel of real property and construct or otherwise place thereon a fire-rescue



facility to be used by the County for the Pahokee Fire Station. In such event, the cost of purchase and construction of the property and new fire station shall be borne by the County. The City will work with the County in the County's identification of a suitable parcel of property. Should the County exercise this right, the City shall remain responsible for providing a fire-rescue facility, as set forth above, until such time as the County occupies the new facility for use as a fire station. At such time, the County's obligations under the Lease Agreement shall be terminated. In the event that the County purchases property and builds a new fire station thereon under this paragraph, and subsequently determines that it desires to sell said property and that said property is not needed for a County purpose, then the City shall have the option to purchase said property for use as a fire/rescue station at the then fair market value, which shall be based upon the average of two independent appraisals obtained by the County and based upon the highest and best use of the property. This option shall commence upon the County's written notice to the City and shall expire thirty (30) days thereafter.

In the event that the City Facility, or any new fire station provided for above, including the site on which it is located, shall be destroyed, sustain such damage, or for any other reason cannot reasonably be occupied or used for the purposes contemplated hereunder, as determined by the County, then the City shall provide another mutually agreeable site, at no cost to the County, for the County to locate a temporary or permanent facility to be used by the County as a fire station during the term of this Agreement.

#### **C. Transfer of Equipment**

Effective 7:30 a.m. on October 1, 2006, the City shall transfer and convey to the County all the fire-rescue apparatus and related equipment, staff vehicles, reserve equipment, maintenance and support equipment, and appliances/furnishings identified in Exhibit "2". Any secured interests in the vehicles and equipment to be conveyed, shall be paid off, released or terminated, at City's expense, prior to said conveyance. The Fire-Rescue Administrator is hereby authorized to accept said equipment and vehicles on the County's behalf.

The City hereby represents and stipulates that all vehicles and equipment, both fleet and operating, will be in good working condition upon delivery to the County at 7:30 a.m. on October 1, 2006. Any equipment, vehicles and other items not in good working condition, as determined by both parties, as of October 1, 2006 shall promptly be made so at the City's expense, but not to exceed a total amount of \$50,000.

**D. Insurance**

Without waiving the right to Sovereign Immunity and pursuant to the provisions and limitations of Section 768.28, Florida Statutes, the City acknowledges that it is insured and/or self-insured and that it shall insure and/or self-insure for the duration of this Agreement its own General Liability, Wrongful Acts or Omissions and Automobile Liability under State Sovereign Immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such monetary waiver limits as set forth by the legislature. The City acknowledges that it is, and shall remain insured and/or self-insured for damage to the City Facility and its site and any alternative City facility and site approved in accordance with Section 7B above, resulting from "all-risk" perils including but not limited to the perils of fire, windstorm, and flood.

**E. Records**

The City shall, upon approval of this Agreement, provide County with access to personnel records and related documents as requested by County. The City shall continue to maintain all records created or maintained by the City, prior to the effective date of this Agreement, regarding Fire and Rescue services. The City shall provide County access to such records upon request by County and retain copies of records in accordance with Florida's records retention laws.

**F. Salary and Benefits**

For those former City employees who become County employees in accordance with Section 6A of this Agreement, the City shall be responsible for the cost of all salaries and benefits for the entirety of any shift which commences at any time on September 30, 2006, and the payment thereof to the affected employees. The City agrees to provide workers' compensation coverage and assume responsibility for any ongoing workers' compensation claims accruing before 7:30 a.m. on October 1, 2006, and/or arising from any and all injuries sustained before 7:30 a.m. on October 1, 2006. The County shall not provide workers' compensation benefits or otherwise assume any responsibility for any open or ongoing workers' compensation claims that arose or accrued during a County employee's former employment by the City.

**SECTION 8. FIRE/RESCUE MSTU:**

The parties hereby acknowledge that each has adopted an ordinance to include the City within the County's Fire/Rescue MSTU and therefore any County ordinances applicable within

said MSTU shall be applicable within the City. Although the parties' MSTU ordinances provide that the City is included within the MSTU as of December 31, 2005, the parties agree that services under this Agreement shall not commence until October 1, 2006.

## **SECTION 9. COSTS FOR SERVICES:**

### **A. MSTU; Dispatch Funding**

The cost for services under this Agreement shall be funded through the Fire/Rescue MSTU pursuant to the ordinances adopted by the County and the City providing for the inclusion of the City into the Fire/Rescue MSTU; provided, however, that it is anticipated that the County Fire-Rescue dispatch and related communication services to the City will be funded from countywide ad valorem tax revenues through the Countywide Common Dispatch program offered by the County to any fire-rescue providers that desire said services. The City acknowledges and agrees that said dispatch and related communication services shall provide a real and substantial benefit to the property and residents within the City. The City recognizes and agrees that the County may utilize an alternative, non-MSTU revenue source to fund said dispatch and related communication services. The City further recognizes and agrees that if the County's ability to fund said dispatch and related communication services from non-MSTU revenues is eliminated for any reason, then the County may fund said dispatch and related services to the City hereunder through the Fire/Rescue MSTU.

Should the City for any reason no longer be included in the Fire/Rescue MSTU during the term of this Agreement, then the City shall pay County an annual, or prorated, contract amount equal to the value of taxable property within the incorporated boundaries of the City multiplied by the Fire/Rescue MSTU millage rate, as it may vary from year to year.

### **B. Other Revenue**

1. The parties acknowledge and agree the County may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or benefiting therefrom, in accordance with the Palm Beach County Regional Hazardous Materials Response Ordinance of 1998, as it may be modified from time to time.
2. The parties acknowledge and agree the County may invoice, collect, and retain fees for non-emergency services provided within the City's boundaries, including, but not

limited to fire inspection fees, plans review fees, and false alarm fees in accordance with the Fire Code.

3. The parties acknowledge and agree the County may invoice, collect, and retain fees from those persons receiving ALS/BLS transport services pursuant to the transport fee schedule set forth in Chapter 13, Article II, Division 3, of the Palm Beach County Code, as it may be amended from time to time.

4. In addition, the City agrees to take all action necessary to insure that the County is lawfully empowered to invoice and collect the fees described above.

#### **SECTION 10. ANNUAL APPROPRIATIONS**

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year. The City agrees to pay for the services provided by County under this Agreement. If ad valorem tax revenues are not available to fund the services provided by County, the City shall pay for said services from any or all other revenue sources available to it or which may be made available to it.

#### **SECTION 11. PENSION**

The parties agree to abide by all laws and regulations relating to the pension rights of the former City Fire Department employees discussed under Section 6A of this Agreement, and the provision of pension benefits to said employees. The City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising from the City's negligence in connection with any pension rights and/or benefits arising from the City's former employment of County employees hired in accordance with Section 6A of this Agreement. This provision shall not be construed to waive the City's sovereign immunity beyond that allowed by law.

#### **SECTION 12. EMERGENCY MEDICAL SERVICES**

Emergency medical services provided by the County pursuant to this Agreement shall be governed by Chapter 13, Article II, Division I of the Palm Beach County Code, and the rules and regulations promulgated thereunder, all as may be amended from time to time. The City shall take any and all action necessary to facilitate the delivery of EMS services by the County hereunder, including but not limited to the transfer or assignment of its Certificate of Public Convenience and Necessity ("COPCN"), if any, to County for the provision of ALS and/or BLS

services. Should Palm Beach County Fire-Rescue not be granted the necessary COPCN to provide the contemplated services within the City boundaries during the term of this Agreement, then any further obligations under this Agreement shall be terminated without penalty, damages or recourse to either party.

### **SECTION 13. MONTHLY REPORT**

A log of all calls for service within the City shall be maintained and presented monthly to the City Manager. The log shall contain, at a minimum, the following:

- A. Time call received by Fire-Rescue
- B. Time of dispatch
- C. Identification of all units dispatched
- D. Time en route
- E. Travel time
- F. Time of arrival

The Battalion Chief shall promptly report to the City Manager in the event of the following:

- A. Substantial property damage
- B. Hazardous materials incidents

The Battalion Chief shall be the County's contact person for all operational issues within the City and the City's Manager shall be the City's contact person for all operational issues with the County. Nothing contained herein shall prevent the City Manager from directly contacting the Fire Rescue Administrator for any matter under this Agreement.

The City acknowledges that the County is bound by the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and any regulations promulgated thereunder, including but not limited to the privacy and security regulations, all as may be amended from time to time. Should the County determine that any of the provisions set forth in this section, or elsewhere in this Agreement, are inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the County shall immediately be completely and forever discharged and released from said contractual provisions and obligations. The parties further agree to amend this Agreement if the County determines that such an amendment is necessary in order to comply with its obligations under HIPAA and the regulations promulgated thereunder.

#### **SECTION 14. COMMENCEMENT; RENEWAL; and TERMINATION**

The services to be provided by County under this Agreement shall commence at 7:30 a.m. on October 1, 2006 and expire at 7:30 a.m. on October 1, 2016, unless terminated earlier in accordance with this Agreement; provided, however, that this Agreement shall be deemed to commence upon its approval by both parties for the purpose of implementing and enforcing any obligations that by their language or nature accrue prior to the commencement of services by the County on October 1, 2006. This Agreement shall not be terminated, by either party, at anytime during its term or any renewal thereof, unless:

- A. agreed to in writing by both parties; or
- B. the non-terminating party has defaulted on any of its material obligations and failed to cure said default in accordance with this Agreement.

#### **SECTION 15. RELATIONSHIP OF EMPLOYEES**

This Agreement does not and shall not be construed to make any officer or employee of County an officer or employee of the City for any purpose whatsoever, nor any officer or employee of the City an officer or employee of County for any purposes whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

#### **SECTION 16. LIABILITY**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. Each party shall be responsible for its own negligence. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

#### **SECTION 17. DEFAULT AND OPPORTUNITY TO CURE**

If the County shall default in any of its material obligations under this Agreement, which shall be defined as a consistent and repeated failure to provide the required level of service, then in that event the City shall provide written notice of default to the County and afford the County a period of ninety (90) days to cure such default (if such default is curable); provided, however, that if the default in question cannot be cured within such ninety (90) day period, then the County shall be afforded such additional time as shall be reasonably required to cure such

default as agreed upon by both parties. If the County shall be in default hereunder beyond the expiration of the applicable period stated above, the City shall have the right to cure such default, in which event the County shall reimburse the City for all sums paid to effect such cure within thirty (30) days of receipt of an invoice for same from the City.

If the City shall default in any of its material obligations under this Agreement, the County must provide notice of default to the City and afford the City a period of ninety (90) days to cure such default; provided, however, that if the default in question cannot be cured within such ninety (90) day period, then in that event the City shall be afforded such additional time as shall be reasonably required to cure such default, as agreed upon by both parties. If the City shall be in default hereunder beyond the expiration of the applicable cure period stated above, or if the City's default will leave the County without a facility as provided for in Section 7B for any period of time, then the County shall have the right to cure such default, in which event the City shall reimburse County for all sums paid to effect such cure within thirty (30) days of receipt of an invoice for same or other time frame mutually agreed upon by the parties.

#### **SECTION 18. ASSIGNMENT OF RIGHTS**

Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other.

#### **SECTION 19. RECORDS RETENTION**

The County and City shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

#### **SECTION 20. AMENDMENTS**

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of the parties.

#### **SECTION 21. FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

#### **SECTION 22. INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the City

shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of the City's negligence in connection with this Agreement, including negligence relating to a County employee's former employment by the City. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

#### **SECTION 23. FORCE MAJEURE**

Except as otherwise provided in this Agreement, County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), or any other cause of any nature whatsoever beyond the control of the County which was not avoidable in the exercise of reasonable care and foresight.

#### **SECTION 24. GOVERNMENTAL POWERS**

The parties understand, acknowledge and agree that nothing contained herein shall be construed in anyway to transfer, contract away, delegate, or otherwise limit the parties' respective legislative and police powers. Notwithstanding anything contained in this Agreement, the ultimate authority over the provision of fire-rescue services to the City shall remain with the City. The parties acknowledge that this Agreement is an Interlocal agreement under Chapter 163, Florida Statutes, and that each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of any such Interlocal agreement. Nothing contained herein shall be deemed to



authorize the delegation of the constitutional or statutory duties of any State, County, City or City officials.

**SECTION 25. ENFORCEMENT COSTS**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

**SECTION 26. NOTICE**

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County:  
Fire-Rescue Administrator  
Palm Beach County Fire-Rescue  
50 South Military Tr., Suite 101  
West Palm Beach, FL 33415

As to City:  
City Manager  
City of Pahokee  
171 North Lake Avenue  
Pahokee, FL 33476

**SECTION 27. REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

**SECTION 28. CONFLICT RESOLUTION**

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitor's shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

## **SECTION 29. JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

## **SECTION 30. EQUAL OPPORTUNITY**

The County and City agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

## **SECTION 31. CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

## **SECTION 32. SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

## **SECTION 33. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

## **SECTION 34. SURVIVABILITY**

Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

## **SECTION 35. TERMINATION OF EXISTING AGREEMENTS**

The Interlocal Agreement between the parties effective December 1, 1997 (Contract No. R97-2060D, as amended by R99-2399D, R2002-0984, and R2004-0923) is hereby terminated as of 7:30 a.m. on October 1, 2006.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

ATTEST:  
SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS


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

By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Fire-Rescue

ATTEST:

CITY OF PAHOKEE, FLORIDA  
BY ITS CITY COUNCIL

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
James P. Sasser, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
City Attorney

\*\*\*\*\*

**EXHIBIT "1" TO INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND  
EMERGENCY MEDICAL SERVICES BY AND BETWEEN THE CITY OF  
PAHOKEE AND PALM BEACH COUNTY DATED \_\_\_\_\_, 2006**

**LEASE AGREEMENT**

**between**

**THE CITY OF PAHOKEE  
(Landlord)**

**and**

**PALM BEACH COUNTY, FLORIDA  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA  
(County)**

\*\*\*\*\*

## LEASE AGREEMENT

**THIS LEASE**, made and entered into \_\_\_\_\_, by and between the **CITY OF PAHOKEE**, a municipal corporation of the State of Florida, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of Palm Beach County Fire Rescue Department, hereinafter referred to as "County".

### WITNESSETH:

**WHEREAS**, Landlord is the owner of certain real property in Palm Beach County, Florida, known as the Pahokee Fire Station and adjacent parcel, improved with a building, communication tower, shed and parking spaces, located at 161 N. Lake Avenue, Pahokee, Florida, which property is depicted in Exhibit "A" attached hereto and by reference made a part hereof (the "City Facility"); and

**WHEREAS**, the County desires to lease the City Facility to provide fire rescue services to the Landlord in accordance with the Landlord's participation in the County's Fire/Rescue MSTU and as referenced in the Interlocal Agreement for Fire Protection and Emergency Medical Services between Landlord and County dated of even date herewith (the "Interlocal Agreement"); and

**WHEREAS**, Landlord is willing to lease the City Facility to the County for the purposes hereinafter defined.

**NOW THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to County, and the County rents from Landlord the Premises as hereinafter defined upon the following terms and conditions:

### ARTICLE I BASIC LEASE PROVISIONS

#### Section 1.01 Premises.

The Premises subject to this Lease shall consist of the City Facility as depicted on Exhibit "A" attached hereto and by reference made a part hereof (the "Premises").

#### Section 1.02 Length of Term.

The term of this Lease shall commence on October 1, 2006, and shall extend for a period of ten (10) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease or the terms of the Interlocal Agreement.

**Section 1.03 Option to Extend.**

County shall have the right and option, provided it is not then in default under this Lease, to extend the Term for ten (10) successive one (1) year option periods. County shall exercise such option(s) by providing Landlord with notice of such election prior to the end of the then current term.

**Section 1.04 Relocation.**

The possible sale of the Premises and/or the City Hall Complex or the relocation of the City Hall Complex and/or Fire Station are subject to the provisions in Section 7 of the Interlocal Agreement.

**ARTICLE II  
RENT**

**Section 2.01 Annual Rent.**

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of ONE AND 00/100 DOLLAR(\$1.00). This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein.

**Section 2.02 Payment.**

All rent due hereunder shall be payable on or before the Effective Date and on each anniversary thereafter during the Term of this Lease. County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with Annual Rent. Payment of Rent will be made upon the receipt of an invoice from Landlord mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each monthly invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to Landlord at the address set forth in Section 15.04 of this Lease.

**ARTICLE III  
CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

**Section 3.01 Use of Premises.**

The Premises shall be used for the establishment and operation of a Fire Rescue Station and associated services. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

**Section 3.02 Conduct.**

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Premises in order to conform therewith.

**Section 3.03 Hazardous Substances.**

County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

**Section 3.04 Surrender of Premises.**

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any Alterations shall vest in Landlord.

**ARTICLE IV  
ALTERATION OF LEASED PREMISES**

**Section 4.01 Landlord's Work.**

Landlord shall not be obligated or required to perform any improvements whatsoever to the Premises.

**Section 4.02 (a) County's Work.**

County shall be entitled to make alterations, improvements, or additions to the Premises ("Alterations") at its sole cost and expense. County agrees and acknowledges that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Fifty Thousand Dollars (\$50,000), shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. County shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to County commencing work on same.

Landlord shall provide written response within thirty (30) days after receipt of request therefore by County, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

**(b) Construction Liens.**

Landlord and County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable to Landlord and County in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or County, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V  
REPAIRS AND MAINTENANCE OF PREMISES**

**Section 5.01 Responsibility of Landlord.**

Landlord shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises. Notwithstanding the foregoing, County shall have no obligation to repair any damage arising from any negligent or intentional act or omission of Landlord, its employees, agents, invitees or any third parties, which damage shall be promptly repaired by Landlord.

**Section 5.02 Responsibility of County.**

County shall maintain the Premises and any improvements constructed thereon by County in the same condition as on the Effective Date, normal wear and tear and casualty excepted, at its sole cost and expense.

**Section 5.03 Hazardous Substance Indemnification by Landlord.**

Landlord hereby represents and warrants to County that there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by County's own furniture, fixtures, office machines, and equipment.



## **ARTICLE VI INSURANCE**

### **Section 6.01 Liability Insurance.**

Without waiving the right to Sovereign Immunity and pursuant to the provisions and limitations of Section 768.28, Florida Statutes, the County acknowledges that it is self-insured and that it shall self-insure its own General Liability, Wrongful Acts or Omissions and Automobile Liability under State Sovereign Immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such monetary waiver limits as set forth by the legislature.

### **Section 6.02 Personal Property.**

All of County's personal property placed or moved in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

### **Section 6.03 Insurance by Landlord.**

Landlord shall, during the entire Term hereof, provide County with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence. In the event the Legislature should change the Landlord's exposure by Statute above or below the sums insured against, the Landlord shall provide insurance to the extent of that exposure.

In the event that the City Facility, including the site on which it is located, shall be destroyed, sustain any damage, or for any other reason cannot reasonably be occupied or used for the purposes contemplated hereunder, as determined by the County in its sole discretion, then the Landlord shall provide another mutually agreeable site, at no cost to the County, for the County to locate a temporary or permanent facility to be used by the County as a fire station during the Term of this Lease or any extension thereof.

The Landlord acknowledges that it is, and shall remain insured and/or self-insured for damage to the City Facility in accordance with Section 7.B, of the Interlocal Agreement, resulting from "all-risk" perils including, but not limited to the perils of fire, windstorm, and flood.

## **ARTICLE VII**

## **DAMAGE OR DESTRUCTION OF PREMISES AND/OR COUNTY'S ALTERATIONS**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event County does not exercise its right to terminate this Lease due to any such casualty, Landlord shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better.

## **ARTICLE VIII UTILITIES AND SERVICES**

Landlord shall provide water, sewer, electricity, gas and telephone utility service to the Premises, at Landlord's sole cost and expense. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises.

Notwithstanding the foregoing, County shall be responsible for and promptly pay when due directly to the utility company or service provider, all connection and service charges for any utilities used or provided to County.

## **ARTICLE IX ASSIGNMENT AND SUBLETTING**

County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, County shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Premises by Landlord shall be subject to the terms of this Lease.

## **ARTICLE X DEFAULT**

### **Section 10.01 Default by County.**

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's

part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; or (iii) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period and County undertake such cure within such period and the Landlord is so notified, this Lease will continue.

#### **Section 10.02 Default by Landlord.**

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all expenses incurred by County in doing so, or County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

### **ARTICLE XI ACCESS BY LANDLORD**

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall provide County with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and Landlord shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

### **ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County.

Notwithstanding anything in this Lease to the contrary, County shall have the right to cancel this Lease for any reason including, without limitation, the County's election to relocate the fire rescue station from the Premises to a location selected by County, upon ninety (90) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.

### **ARTICLE XIII QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

### **ARTICLE XIV CONDEMNATION**

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefor, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

### **ARTICLE XV MISCELLANEOUS**

#### **Section 15.01 Waiver, Accord and Satisfaction.**

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by County requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by County.

**Section 15.02 Public Entity Crimes.**

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

**Section 15.03 Entire Agreement.**

The Interlocal Agreement and this Lease and any Exhibits attached thereto constitute all agreements, conditions, and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease and the Interlocal Agreement. In the event of a conflict between the terms of this Lease and the terms of the Interlocal Agreement, the terms of the Interlocal Agreement shall prevail. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them.

**Section 15.04 Notices.**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Landlord at:  
City of Pahokee  
Attn: City Manager  
171 N. Lake Avenue  
Pahokee, FL 33476  
Telephone: 561-924-5534  
Fax: 561-924-7301

(b) If to the County at:  
Palm Beach County  
Fire-Rescue Department  
Attn: Administrator  
50 S. Military Trail, Suite 101  
West Palm Beach, FL 33415  
Telephone: 561-616-7000  
Fax: 561-616-7080

with a copy to:

Property & Real Estate Management Division  
Attention: Director  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406-1544  
Telephone: 561-233-0217  
Fax: 561-233-0210

and

Palm Beach County Attorney's Office  
Attn: Real Estate  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone: 561-355-2225  
Fax: 561-355-4398

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 15.05 Brokers' Commission.**

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

**Section 15.06 Severability.**

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 15.07 Captions.**

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

**Section 15.08 Recording.**

County shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

**Section 15.09 Waiver of Jury Trial.**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

**Section 15.10 Governing Law and Venue.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**Section 15.11 Time of Essence.**

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**Section 15.12 Benefit and Binding Effect.**

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

**Section 15.13 Radon.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

**Section 15.14 Non-Exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 15.15 Non-Discrimination.**

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

**Section 15.16 Construction.**

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Lease and the same shall remain in full force and effect.

**Section 15.17 Incorporation by Reference.**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

**Section 15.18 Effective Date of Lease.**

This Lease 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**IN WITNESS WHEREOF**, Landlord and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

LANDLORD:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Department Director

**SCHEDULE OF EXHIBITS**

**EXHIBIT “A” - DEPICTION OF THE “PREMISES”**

**EXHIBIT "A"**

**DEPICTION OF THE "PREMISES"**

Parcel Control Number: 48-37-42-18-18-000-0241

Legal Description: RIDGEWAY BCH NWLY 80 FT OF LTS 24 & 25  
and

Parcel Control Number: 48-37-42-18-18-00-0242

Legal Description: RIDGEWAY BCH SLY 17FT OF NWLY 97 FT OF LTS 24 & 25



## Equipment and Vehicles List

ASSET #	DESCRIPTION	MANUFACTURER	MODEL #	SERIAL #	ACQUISITION VALUE
458	Cascade System	Mako	n/a	n/a	\$5,978.00
n/a	1996 Ferra 1250 GPM	Ferra Fire Apparatus	n/a	1FV6JLCB3VH787103	\$162,856.00
474	Hose Dryer	Circul-Air	DL555	8753	\$2,009
459	Cascade System	Mako	n/a	n/a	\$11,800.00
485	Strainer	n/a	n/a	n/a	\$1,200.00
484	Deluge Gun	Akron Brass	Ground Mount	81Y84	\$1,475.00
493	Water Tank Portable	n/a	n/a	n/a	\$1,495.00
n/a	Power Unit	n/a	n/a	n/a	\$2,675.00
490	1991 Truck Pumper 1250 GPM	Pierce	n/a	86189	\$178,212.00
434	Trailer 21'	EZ Load	EZ-17-20	1ZE1RGX14PA023056	\$1,150.00
435	Boat 21' 1993	Wahoo	n/a	WHO0060661C393	\$24,500.00
496	Computer System	CFU	Mon.Soft.Net.	n/a	\$1,581.00
497	TLHP - Lukas Hand Pump	Lukas	n/a	n/a	\$1,481.00
500	Automatic External Defib.& Accessories	n/a	n/a	n/a	\$5,892.00
503A	Work Station Celeron & 17" Monitor	n/a	n/a	852K1248/GCS111204W	\$1,544.00
503B	Lucent Phone System	Partner Phone System	n/a	n/a	\$2,859.00
503E	MSA Orion 4-Gas Multi Detector Kit	MSA	n/a	A3-1896-D01	\$1,380.00
n/a	Air Storage System	n/a	n/a	n/a	\$4,500.00
503M	Medtronic Physio Control LP Defibrillator	Physio Control	n/a	n/a	\$1,769.00
503M	Medtronic Physio Control LP Defibrillator	Physio Control	n/a	n/a	\$1,769.00
503M	Medtronic Physio Control LP Defibrillator	Physio Control	n/a	n/a	\$1,770.00
503i	50" Big Screen Color TV	n/a	n/a	n/a	\$1,600.00

## Equipment and Vehicles List

ASSET #	DESCRIPTION	MANUFACTURER	MODEL #	SERIAL #	ACQUISITION VALUE
503N	Jaws of Life Emergency Equip.	Hurst	n/a	n/a	\$22,019.00
503K	Storage Shed	n/a	n/a	n/a	\$5,150.00
503G	2003 Ford Expedition	Ford	n/a	1FMPU16LX3LB75123	\$29,977.00
n/a	4-Gas Alkaline Gas Detector	Orion	n/a	n/a	\$1,385.00
503F	John Deer Gator	John Deer	n/a	W008X4DO34	\$7,855.00
n/a	Zoll Defibrillator	n/a	n/a	n/a	\$19,948.00
503L	Dell Lat. C640 Note book with Work Station	n/a	n/a	n/a	\$18,872.00
n/a	Tempest Vent Saw	n/a	n/a	1103-8784	\$1,475.00
n/a	Tempest Vent Saw	n/a	n/a	1103-8785	\$1,475.00
n/a	K-12 with 14" Saw	Partner	n/a	32100104	\$1,550.00
n/a	Mercury Monitor	n/a	n/a	n/a	\$1,847.00
n/a	SCBA Compressor w/ Fill Station	n/a	n/a	n/a	\$23,594.00
n/a	Rolling Hose Rack	n/a	n/a	n/a	\$1,150.00
n/a	Cable Cross Tuff	n/a	n/a	n/a	\$1,484.00
n/a	True 600 Recumbent Bike	n/a	n/a	n/a	\$1,508.00
n/a	True 600 Recumbent Bike	n/a	n/a	n/a	\$1,508.00
n/a	Portable Display for Graphics	n/a	n/a	n/a	\$1,585.00
n/a	Dell 4100MP Projector	n/a	n/a	n/a	\$1,969.00
n/a	Dell Latitude D600	n/a	n/a	n/a	\$2,450.00
n/a	Galdistar Enclosed Trailer	n/a	n/a	n/a	\$2,940.00
n/a	Thermal Imaging Camera	MSA	n/a	n/a	\$9,051.00
n/a	Hose 3" X 12'	n/a	n/a	n/a	\$1,743.00

## Equipment and Vehicles List

ASSET #	DESCRIPTION	MANUFACTURER	MODEL #	SERIAL #	ACQUISITION VALUE
n/a	Manitowoe Ice Machine	n/a	n/a	41161553	\$2,285.00
n/a	Medical Bed (attached to Gator)	n/a	n/a	n/a	\$4,305.00
n/a	2005 Ford E-350 Van	Ford	n/a	1FBNE31P65HA97349	\$28,584.00
1756	2003 Freightliner Tanker	Ferra	n/a	1FVHALCG04DM61745	\$282,691.00
n/a	2005 Pace American Red Cross Trailer	n/a	n/a	n/a	\$7,970.00
n/a	Secretarial Office Unit	n/a	n/a	n/a	\$2,847.00
n/a	Executive Office Unit	n/a	n/a	n/a	\$2,892.00
n/a	Dialogic System	n/a	n/a	n/a	\$1,500.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-1371	\$2,635.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-1172	\$2,635.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-1374	\$2,635.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-1161	\$2,635.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-1174	\$2,635.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-1365	\$2,635.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-3716	\$2,635.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-7961	\$2,635.00
n/a	Dell Notebook Computer	Dell	n/a	CN-04P240-48643-381-1190	\$2,635.00
n/a	Spreader	Hurst	n/a	n/a	\$3,350.00
n/a	Cutter	Hurst	n/a	n/a	\$2,030.00
n/a	Long Ram 60	Hurst	n/a	n/a	\$1,725.00
n/a	Medium Ram 30	Hurst	n/a	n/a	\$1,100.00
n/a	Short Ram 20	Hurst	n/a	n/a	\$1,430.00