

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	October 6, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire-Rescue

I. EXECUTIVE BRIEF

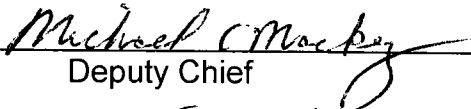
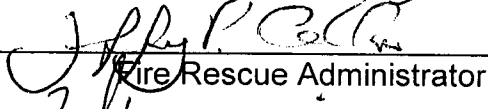
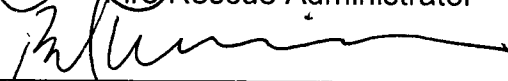
Motion and Title: **Staff recommends motion to approve:** Interlocal Agreement for Fire/Rescue MSTU CRA Exemption with the Town of Lake Park to exempt the Fire/Rescue Municipal Service Taxing Unit (MSTU) from the Lake Park Community Redevelopment Agency (CRA) for as long as the Town of Lake Park remains in the Fire/Rescue MSTU, effective retroactively to December 31, 2014.

Summary: The Fire/Rescue MSTU encompasses the unincorporated areas of Palm Beach County plus the incorporated areas within the municipal boundaries of municipalities that have opted to join the MSTU. The County has provided fire-rescue services to the Town of Lake Park (Town) since 2002 through an interlocal agreement at a rate established by the Agreement. In 2014, the Town and County approved ordinances to include the Town into the Fire/Rescue MSTU as a method to receive and pay for fire-rescue services from the County. Fire-rescue services to the Town funded through the MSTU beginning October 1, 2015. This agreement exempts the Fire/Rescue MSTU from the Lake Park CRA and any payment of tax increment funds to the Lake Park CRA. Inclusion of the Town in the Fire/Rescue MSTU will not change the amount of revenue received from the Town for fire-rescue services. Districts 1 and 7 (SB)

Background and Justification: In June 2002, the County entered into an agreement with the Town of Lake Park (R2002-0993) for fire protection and emergency medical services for a seven-year term and additional seven-year renewal, with a contract price established by the agreement. On September 17, 2014, the Town Council approved Ordinance No. 12-2014 to include the Town within the County's Fire/Rescue MSTU. On November 18, 2014, the Board approved Ordinance No. 2014-038 to amend the boundaries of the Fire/Rescue MSTU to include the Town of Lake Park. The following municipalities are currently included in the Fire Rescue MSTU: Belle Glade, Cloud Lake, Glen Ridge, Haverhill, Juno Beach, Lake Clarke Shores, Lake Worth, Lantana, Loxahatchee Groves, Pahokee, Palm Springs, Royal Palm Beach, South Bay, South Palm Beach and Wellington.

Attachment:

1. Interlocal Agreement (3)

Recommended by:		9/14/15	
	Deputy Chief	Date	
Approved by:		8/14/2015	
	Fire Rescue Administrator	Date	
Approved by:			
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

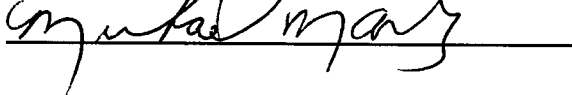
Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	_____	_____	_____

Is Item Included in Proposed Budget? Yes ____ No ____

Budget Account No.: Fund ____ Dept ____ Unit ____ Rev Source ____

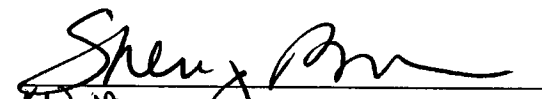
B. Recommended Sources of Funds/Summary of Fiscal Impact:

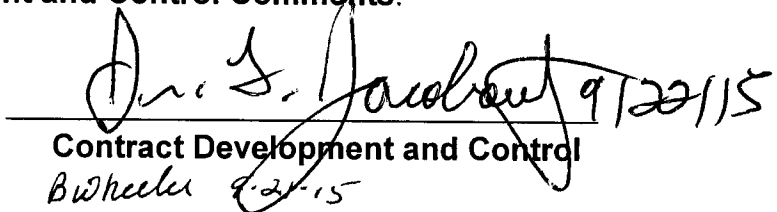
There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


50 JB
9/15 9/15
OFMB

 9/22/15
Contract Development and Control
B. Wheeler 9-22-15

B. Legal Sufficiency

 9/23/15
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

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

**INTERLOCAL AGREEMENT FOR FIRE/RESCUE MSTU CRA EXEMPTION BY AND BETWEEN
THE TOWN OF LAKE PARK AND PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT FOR FIRE/RESCUE MSTU CRA EXEMPTION (the "Agreement") is made and entered into this _____ day of _____, 2015, by and between the TOWN OF LAKE PARK, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter the "Town") and the 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.

WITNESSETH

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, Chapter 26, Article II, Division 3, of the Palm Beach County Code, in accordance with the authority set forth in Section 125.01(1)(q) and (r), Florida Statutes, established the Fire/Rescue Municipal Service Taxing Unit (hereinafter the "Fire/Rescue MSTU") as a mechanism for the provision and funding of County fire protection and emergency medical services; and

WHEREAS, in accordance with Section 125.01(2), Florida Statutes, the Palm Beach County Board of County Commissioners is the governing body of the Fire/Rescue MSTU; and

WHEREAS, the Town adopted Ordinance No. 12-2014 consenting to its inclusion in the County's Fire/Rescue MSTU, as of December 31, 2014, as a mechanism to fund and provide County fire-rescue services within the Town commencing October 1, 2015; and the County adopted County Ordinance No. 2014-038, to approve the inclusion of the Town within the County's Fire/Rescue MSTU; and

WHEREAS, the Town adopted Town Resolution 65-1996 and Town Ordinance 2-1999 to establish and fund the Lake Park Community Redevelopment Agency (the "Lake Park CRA"), in accordance with and subject to Chapter 163, Part III, Florida Statutes; and

WHEREAS, Section 163.387(3)(b), Florida Statutes, provides that an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may contain alternate provisions that supersede the provisions of Section 163.387, Florida Statutes, with respect to that taxing authority; and

WHEREAS, pursuant to the authority granted in Section 163.387(3)(b), Florida Statutes, the Town and the County desire to enter into this interlocal agreement to exempt the Fire/Rescue MSTU from the Lake Park CRA and from any and all other community redevelopment agencies created by the Town, whether now in existence or subsequently created hereafter, and from the payment of tax increment funds to any and all such agencies; and

WHEREAS, both the Town and the County believe that the public interest is promoted by the Town's participation in the Fire/Rescue MSTU as a method to receive and fund fire-rescue services from the County, and by the exemption of the Fire/Rescue MSTU from the Lake Park CRA and any other Town community redevelopment agencies, and from the payment of tax increment funds to such agencies; and

NOW, THEREFORE, the Town 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 and made a part of this Agreement.

SECTION 2. FIRE/RESCUE MSTU

The parties hereby acknowledge that each has adopted an ordinance to include the Town within the County's Fire/Rescue MSTU as of December 31, 2014, as a mechanism to fund and provide County fire-rescue services within the Town commencing October 1, 2015; and that the level of funding available to fund Fire-Rescue services within the Fire/Rescue MSTU, including within the Town, is subject to the non-delegable discretion and determination of the Board of County Commissioners through its budgetary process.

SECTION 3. LAKE PARK COMMUNITY REDEVELOPMENT AGENCY

Pursuant to the authority granted in Section 163.387(3)(b), Florida Statutes, the Fire/Rescue MSTU is hereby exempted from the Lake Park Community Redevelopment Agency and from any and all other community redevelopment agencies created by the Town, whether now in existence or subsequently created hereafter, and from the payment of tax increment funds to any and all such agencies. This provision shall supersede any contrary provisions of Section 163.387, Florida Statutes, pursuant to the authority granted in Section 163.387(3)(b), Florida Statutes.

SECTION 4. TERM

This Agreement shall take effect retroactively to December 31, 2014, and continue in effect for as long as the Town of Lake Park remains in the Fire/Rescue MSTU. This Agreement shall not be terminated except upon written agreement between the parties.

SECTION 5. 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 561-616-7001. The Town's representative and contract monitor during the term of this Agreement shall be the Town Manager whose telephone number is 561-881-3304.

SECTION 6. 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 party.

SECTION 7. RECORDS RETENTION

The County and Town shall maintain all records associated with this Agreement, including all accounts, financial and technical records, research and reports in accordance with Florida law.

SECTION 8. AMENDMENTS

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

SECTION 9. ANNUAL APPROPRIATION

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 and subject to any budgetary limitations imposed by law.

SECTION 10. 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 Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of County for any purpose 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 11. 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 liable for its own actions and 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 12. FILING

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

SECTION 13. GOVERNMENTAL POWERS

The parties understand, acknowledge and agree that nothing contained in this Agreement shall be construed in any way to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, and police powers, or any other powers or functions of either party. This Agreement shall not constitute a transfer of powers or functions pursuant to Article VIII, Section 4, of the Florida Constitution. Notwithstanding anything contained in this Agreement, the ultimate authority over the provision and supervision of fire-rescue services to and within the Town shall remain with the Town. 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, or Town officials.

SECTION 14. 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 15. NOTICE

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

As to the County:	As to the Town:
Fire-Rescue Administrator	Town Manager
Palm Beach County Fire-Rescue	Town of Lake Park
405 Pike Road	535 Park Avenue
West Palm Beach, Florida 33411-3815	Lake Park, Florida 33403

SECTION 16. 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 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 citizens or employees of the County and/or the Town.

SECTION 17. CONFLICT RESOLUTION

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

SECTION 18. 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 19. CAPTIONS

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

SECTION 20. NONDISCRIMINATION

The Town and County each warrants and represents that 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, gender identity and expression, or genetic information.

SECTION 21. SEVERABILITY

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

SECTION 22. SURVIVABILITY

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

SECTION 23. 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 24. OFFICE OF THE INSPECTOR GENERAL

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. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

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

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Sharon Bock
County Attorney

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Shelley Vana, Mayor

APPROVED AND TO TERMS AND
CONDITIONS

By: Jeff P. Celli
Fire-Rescue

ATTEST:

By: Vincent M. [Signature]
Town Clerk

TOWN OF LAKE PARK
SEAL

APPROVED AS TO FORM AND FLORIDA
LEGAL SUFFICIENCY

By: [Signature]
Town Attorney

TOWN OF LAKE PARK,
FLORIDA, BY ITS TOWN COMMISSION

By: James DuBois
James DuBois, Mayor