

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** April 4, 2017       **Consent**       **Regular**  
 **Ordinance**       **Public Hearing**

**Department:** **Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a Second Amendment to Interlocal Agreement (R2015-1646) with the Village of Royal Palm Beach (Village) for the purchase of Village Fire Stations #1 and #2 (Stations).

**Summary:** The County currently provides fire-rescue services to the Village through the Village's participation in the Fire Rescue MSTU. The County and Village entered into an Interlocal Agreement (Agreement) dated November 17, 2015 (R2015-1646), for the continued leasing of the two (2) fire stations until a purchase of the Stations could be negotiated and closed. The County completed the purchase of Village Station #2 on September 30, 2016, and continues to lease Village Station #1 at a monthly rate of \$10,526. The Village is in the process of platting the Village Hall Complex creating a separate parcel for Village Station #1. Three (3) petroleum product discharges at Village Station #1 were reported to the Florida Department of Environmental Protection by the Village which are eligible for remediation cost reimbursement under the State Petroleum Liability Insurance and Restoration Program. Pursuant to this Second Amendment, the Village will perform assessment and remediation work to clean up the spills at the Village's cost and expense. This Second Amendment also modifies the Agreement to provide the County the right to renovate, repair or replace Station #1 in its existing footprint notwithstanding any set back requirements. Closing the transaction for the purchase of Village Station #1 will occur within 30 days after recordation of the plat. **(PREM) District 6 (HJF)**

**Background and Justification:** On September 13, 2016, (R2016-1212), the Board approved a First Amendment which extended the term of the Agreement; provided for the obligation of the Village to Plat the Village Hall Complex and create a separate parcel for Village Station #1; provided for the purchase amount for Village Station #1 and Village Station #2; and obligated the Village to repurchase the two (2) stations from the County should the Village opt-out of the MSTU and no longer receive County fire-rescue services. The Village Hall Complex plat will create a separate parcel for Village Station #1, dedicate to the County a lateral sewer easement, and dedicate to the Village a 65' drainage easement across the Village Station #1 parcel. This Second Amendment will modify the Agreement to permit the County to repair or replace any or all existing improvements in their current location, provides for the continued drainage of the Village Station #1 parcel into the Village Hall Complex property and Royal Palm Beach Boulevard through the current drainage infrastructure, and acknowledges the three (3) petroleum product discharges at Village Station #1 and that the Village is responsible for performing the site assessment and remediation work. Site assessment and remediation work will be performed in a manner which will not impede the operation of the Station.

**Attachments:**

1. Location Map
2. Second Amendment to Interlocal Agreement

**Recommended By:**                     *Amy Wiyf*                          3/10/17  
                                                            **Department Director**                                      **Date**

**Approved By:**                     *J. Baker*                          3/28/17  
                                                            **County Administrator**                                      **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>*0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

\*No fiscal impact.

Fixed Asset Number N/A

C. Departmental Fiscal Review: W 3-1317

**III. REVIEW COMMENTS**

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

[Signature]  
 OFMB 2/3/15 @ 3/15

[Signature] 3/21/17  
 Contract Development and Control  
 3/21/17 @

**B. Legal Sufficiency:**

[Signature] 3/27/17  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

TWP 43

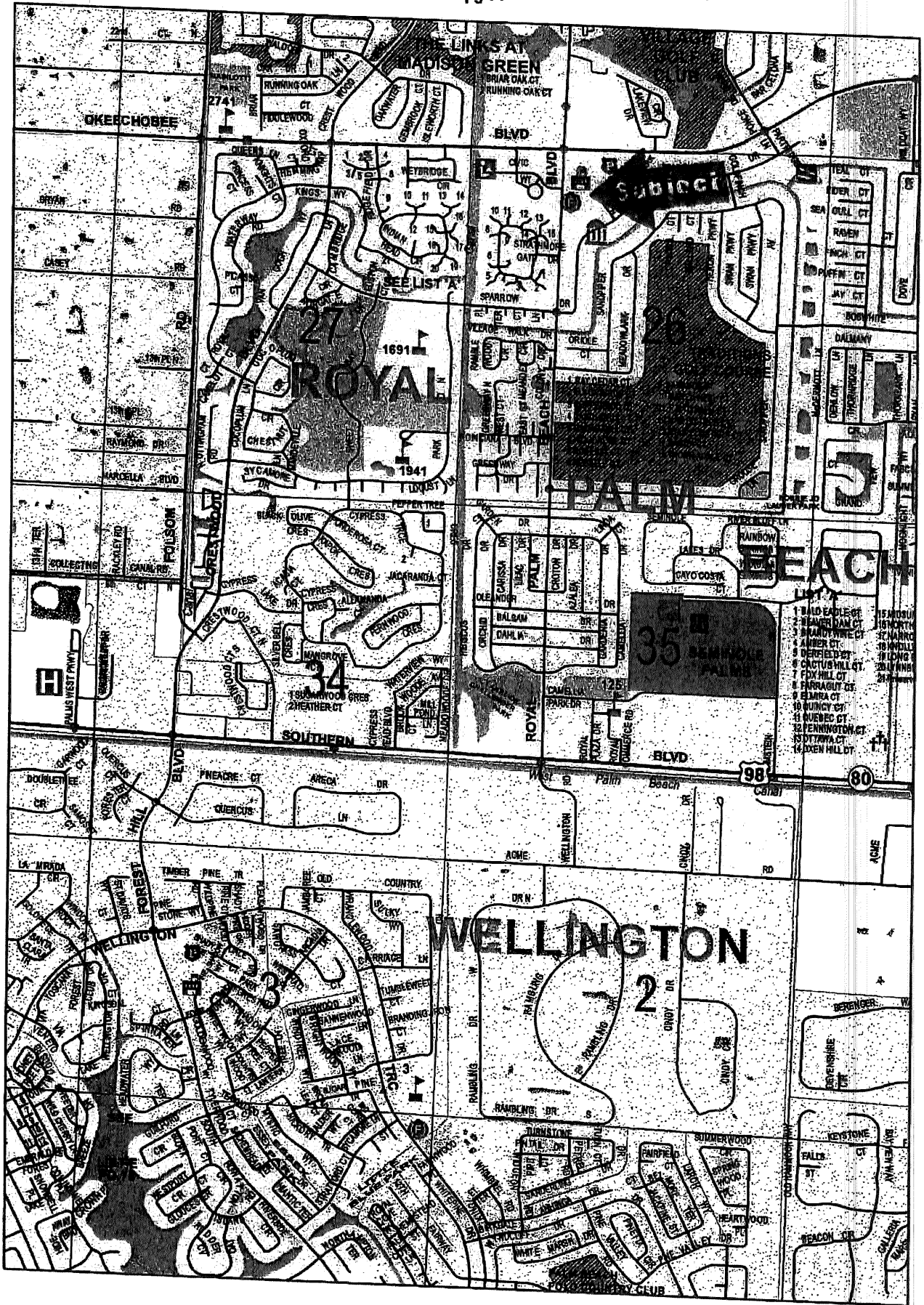
TWP 44

TWP 45

19

20

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RNG 41

See pg 76

RNG 41

LOCATION MAP

Attachment 1  
VS#1



Attachment 2  
(4 pages)

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR USE OF VILLAGE  
FACILITIES BY AND BETWEEN THE VILLAGE OF ROYAL PALM BEACH AND  
PALM BEACH COUNTY**

**THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT** (the "Second Amendment") is entered into on this \_\_\_\_\_, 2017, by and between the **VILLAGE OF ROYAL PALM BEACH**, a Florida municipal corporation (hereinafter referred to as "Village") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, County and Village entered into that certain Interlocal Agreement (the "Agreement") (R2015-1646) dated November 17, 2015, for the County's purchase of two facilities, Village Station #1 (also known as County Station #28), located at 1040 Royal Palm Beach Boulevard, Royal Palm Beach and Village Station #2 (also known as County Station #29), located at 10055 Belvedere Road, Royal Palm Beach; and

**WHEREAS**, County and Village entered into the First Amendment (R2016-1212) on September 13, 2016, which extended the term of the Agreement, provided for the obligation of the Village to Plat Village Station #1 and create a separate parcel for Village Station #1, provided for the purchase amount for Village Station #1 and Village Station #2, and obligated the Village to repurchase the two stations from the County should the Village opt-out of the MSTU and no longer receive County fire-rescue services; and

**WHEREAS**, County completed the purchase transaction of Village Station #2 on September 30, 2016, and the Village is in the process of platting Village Station #1; and

**WHEREAS**, County and Village desire to modify the Agreement to include certain conditions relating to development, zoning and permitting requirements of Village.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Agreement.
2. Section 1 of the Agreement is modified to add new Sections 1.5 and 1.6 as follows:

1.5 Acknowledgement. Village acknowledges and agrees that in the event any improvements currently existing upon the Village Station #1 property are destroyed or damaged by fire or other casualty or in need of repair, that the County, at its sole discretion, shall be permitted to repair or replace any or all of the existing improvements in their current location

notwithstanding any technical violation of setback or buffer requirements so long as such improvements are repaired or replaced in accordance with the site plan for the property on record with the Village. This Section shall survive the closing of the purchase of the Village Station #1 by the County.

1.6 Storm Water Drainage. The Village recognizes and agrees to provide for the continued historical drainage of the Village Station #1 property into the Village Hall Complex property and Royal Palm Beach Blvd through the drainage infrastructure currently in place.

3. Environmental. Village and County acknowledge that three (3) petroleum product discharges at Village Station #1 were reported to the Florida Department of Environmental Protection (FDEP) by the Village and that the Village applied, and was determined eligible, for coverage of costs associated with the three (3) discharges under the Petroleum Liability Insurance and Restoration Program (PLIRP). Assessment and remediation work performed under PLIRP is subject to deductible payments and spending caps. The Village acknowledges and agrees that it shall be responsible for assessment and any required remediation of the above referenced discharges, and shall bear all costs not covered by the PLIRP. The County agrees to allow the Village and/or its consultants and contractors to perform site assessment and remediation work on the Village Station #1 property provided Village performs said work in a manner which does not impede operation of the Station.

During the remediation work/construction period, the Village's contractor ("Contractor") shall at all times keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages. Contractor shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the start of any remediation work, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of Contractor under this Agreement. In the event Contractor shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, County shall have the right to immediately terminate the Contractor's access to the Village Station #1 property, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Contractor shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Contractor's failure to maintain such insurance. In the event of loss or damage to the Village

Station #1 property, the Contractor shall look solely to any insurance in its favor without making any claim against the County, and the Contractor shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the contractor, for itself and its insurers, waives all such insured claims against the County. Village shall obtain Contractor's written acknowledgement of and agreement to the foregoing and submit same to County with the required insurance certificates.

4. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

5. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Village Council for the Village of Royal Palm Beach and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered  
in the presence of:

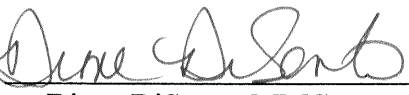
VILLAGE:

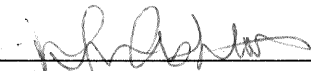
THE VILLAGE OF ROYAL PALM BEACH, a  
municipal corporation of the State of Florida

By:   
Fred Pinto, Mayor

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Diane DiSanto, MMC  
Village Clerk

By:   
Village Attorney

Date: March 17, 2017

ATTEST:

COUNTY:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

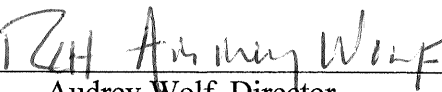
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Assistant County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations