

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

| | | | |
|---------------|-------------------|---|---|
| Meeting Date: | November 20, 2018 | <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:


- A)** an Interlocal Agreement for Fire Hydrant Maintenance and Rental with the City of Riviera Beach Utility Special District for a term beginning on November 20, 2018 for a period of ten (10) years;
- B)** a budget transfer of \$9,541 within the Fire/Rescue MSTU (Fund 1300) to increase budget in the MSBU-Hydrant Rental-Riviera Beach (Fund 1306) to fund FY 2019 hydrant rental payments;
- C)** a budget amendment of \$9,541 in the MSBU-Hydrant Rental-Riviera Beach (Fund 1306) to recognize the revenue from the Fire/Rescue MSTU (Fund 1300) and to increase budget to fund hydrant rental payments for FY 2019; and
- D)** a budget transfer of \$14,127 within the MSBU-Hydrant Rental-Riviera Beach (Fund 1306) from Operating Reserves to Rent to fund FY 2019 hydrant rental payments.

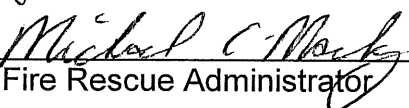
SUMMARY: This agreement formalizes the County's rental and use of 89 fire hydrants in certain unincorporated areas that receive fire rescue services from the County and water utility services from the City of Riviera Beach's Utility Special District (District), which owns and maintains the hydrants. This agreement provides for the District to maintain the hydrants and establishes the monthly fee to be paid by the County. This agreement also provides for a lump sum payment to settle all outstanding invoices. The two (2) budget transfers and the budget amendment are necessary to fund this agreement. Countywide (SB)

Background and Justification: There are currently 89 fire hydrants located within the District that the County has exclusive use of for fire suppression services. The District will inspect, test, maintain and repair these fire hydrants on a regular basis in order to keep them in good working order. The District charges the County a monthly fee plus an outside city surcharge per hydrant. The monthly fee listed on the Fee Schedule may be increased only once every twelve months in an amount not to exceed two percent (2%) of the monthly fee. Monthly payments will be billed by the City of Riviera Beach on behalf of the District, and payments will be made to the City on behalf of the District.

Attachments:

- 1. Interlocal Agreement (3)
- 2. Budget Transfer (Fund 1300)
- 3. Budget Amendment (Fund 1306)
- 4. Budget Transfer (Fund 1306)

Recommended by:  11/05/2018
Deputy Chief Date

Approved by:  11/5/18
Fire Rescue Administrator Date

Approved by:  11/8/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2019 | 2020 | 2021 | 2022 | 2023 |
|--|---------------|---------------|---------------|---------------|---------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>60,468</u> | <u>38,619</u> | <u>38,619</u> | <u>38,619</u> | <u>38,619</u> |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>60,468</u> | <u>38,619</u> | <u>38,619</u> | <u>38,619</u> | <u>38,619</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |


Is Item Included in Proposed Budget? Yes X No
 Does this item include the use of federal funds Yes No X

Budget Account No.:

Revenues: FUND 1306 DEPT 800 UNIT 9100 RSRC 8052
 Expenditures: FUND 1306 DEPT 440 UNIT 4232/4299 OBJT 4401/9902
 Expenditures: FUND 1300 DEPT 440/820 UNIT 4290/4299 OBJT 9058/9901

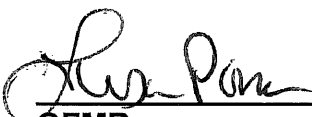
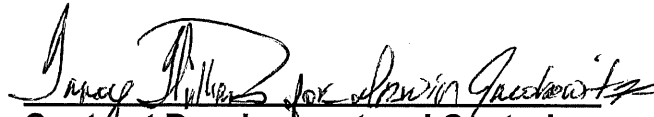
B. Recommended Sources of Funds/Summary of Fiscal Impact:

There are currently 89 hydrants with a monthly cost of \$36.16 per hydrant. Increases in the monthly fee cannot exceed 2% per year and *County must be notified* in writing by the District. Future increases are undeterminable at this time. SB

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

| | |
|--|---|
| <p><u></u> <u>11/8/18</u> OFMB</p> | <p><u></u> <u>11/6/18</u> Contract Development and Control</p> |
|--|---|

B. Legal Sufficiency

 11/8/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**INTERLOCAL AGREEMENT FOR FIRE HYDRANT MAINTENANCE AND
RENTAL BETWEEN PALM BEACH COUNTY AND THE
CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**

THIS INTERLOCAL AGREEMENT FOR FIRE HYDRANT MAINTENANCE AND RENTAL is made and entered into on _____, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners and the CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, a dependent special district of the City of Riviera Beach, located in Palm Beach County, Florida (hereinafter the "District").

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 power 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, there is that certain area of unincorporated Palm Beach County located within the boundaries of the Palm Beach County Municipal Service Benefit Unit for Fire Hydrant Maintenance and Rental – Riviera Beach, as described in Section 26-106 of the Palm Beach County Code, as may be amended from time to time (herein referred to as the "Riviera Beach MSBU"); and

WHEREAS, throughout the Riviera Beach MSBU, the County, through its Fire Rescue Department, provides fire rescue services, and the City of Riviera Beach, Utility Special District, as a dependent special district of the City of Riviera Beach (hereinafter the "City"), provides water utilities services including testing, maintenance and repair of all the District's fire hydrants located within the Riviera Beach MSBU (herein referred to as the "Fire Hydrants"); and

WHEREAS, the parties mutually desire for the County to continue to have access to the Fire Hydrants for fire rescue services and for the District to continue to provide maintenance and repairs for the Fire Hydrants; and

WHEREAS, the parties desire to enter into this Agreement to set forth certain details relating to the use and maintenance of the Fire Hydrants and to establish the Fee Schedule set forth in **Exhibit A**, which fees the parties hereby determine are reasonable and just for the rental, maintenance and repair of the Fire Hydrants and reflect the public safety purpose of maintaining and using the large number of Fire Hydrants for fire-rescue services; and

WHEREAS, the District has advised the County that the City will, on behalf of the District, invoice the County for all fees, charges and other payments due under this Agreement; and that the District desires for the County to make all payments due under this Agreement to the City, rather than the District; and that the City will accept all such payments on behalf of the District.

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

ARTICLE I: FIRE HYDRANT MAINTENANCE AND RENTAL

Section 1. Rental and Access to Fire Hydrants

The District shall rent all the Fire Hydrants to the County for its exclusive use to provide fire rescue services. The location and total number of Fire Hydrants are identified on the Hydrant Location Map in **Exhibit B** (attached hereto and incorporated herein), which may be amended from time to time upon mutual written consent by the Contract Monitors. The District shall assure that the County has continuous access to and use of the Fire Hydrants.

Section 2. Maintenance and Repairs of Fire Hydrants

The District shall routinely inspect, test, maintain and repair the Fire Hydrants on a regular basis in order to keep them in good working order to enable them to be used by the County at any time for fire suppression services and related fire rescue activities. In inspecting, testing, maintaining and repairing the Fire Hydrants, the District shall follow all applicable laws, regulations and industry standards and practices, including but not limited to any applicable regulations and standards adopted by the State Fire Marshal. The District shall promptly provide the County with copies of all inspection, maintenance and repair reports. The County may notify the District when a Fire Hydrant may require repair or maintenance by contacting the District at 561-845-4187, and the District shall promptly perform such repair or maintenance.

If any Fire Hydrant must be taken out of service for any reason, the District shall tag the hydrant as nonfunctional and promptly notify the County's Emergency Communications Center at 561-712-6550. The District shall return said Fire Hydrant to service as soon as possible and shall promptly notify the County's Emergency Communications Center when said Fire Hydrant is placed back in service.

ARTICLE II: COMPENSATION/FEES

Commencing December 1, 2018, for each Fire Hydrant, the District shall charge the County the Monthly Fee and Outside City Surcharge listed on the Fee Schedule in **Exhibit A** (attached hereto and incorporated herein). An invoice for said charges and fees shall be provided to the County on a monthly basis. This fee shall fully compensate the District for the County's rental and use of all Fire Hydrants, including the County's water usage, and for the District's inspection, testing, maintenance, and repair of all Fire Hydrants and any related services, including labor, parts, supplies, and administrative and overhead costs. No other fees shall be charged to the County relating in any way to the Fire Hydrants, including but not limited to meter charges, water charges, service charges, and connection and on/off charges.

The Monthly Fee listed on the Fee Schedule may be increased only once every twelve months in an amount not exceed two percent (2%) of the Monthly Fee. The District shall provide the County with written notice of any such Monthly Fee increase by June 1st prior to a rate increase, which rate increase shall not take effect until the following October 1st. The Outside City Surcharge may not be increased.

The District represents and warrants that it has taken all action necessary, if any, to approve and implement the Fire Hydrant fees established by this Agreement. If the District determines that the Fire Hydrant fees agreed to herein, for the purposes contemplated by this Agreement, should be included in the City or District's Schedule of Rates for the District, then the District agrees that said Schedule of Rates shall be consistent with the Fire Hydrant fees agreed to in this Agreement.

The District hereby represents, agrees and directs that the City shall, on behalf of the District, invoice the County for all fees, charges and other payments due under this Agreement; that all payments due from the County to the District under this Agreement shall be made payable to and be paid to the City on behalf of the District by the County; that the City shall accept all such payments on behalf of the District; and that said payments to the City shall be deemed to be payments made to the District to fulfill the County's payment obligations for all fees, charges and other payments due under this Agreement. Invoices will normally be paid by the County within thirty (30) days following approval by the County. Each monthly invoice shall identify any Fire Hydrants that have been out-of-service for more than one billing period. No fees shall be charged or invoiced for any such Fire Hydrants.

In addition, within sixty (60) days of the approval of this Agreement by both parties, the County shall pay to the District, by payment to the City on behalf of the District as provided for above, \$31,503.50 as payment in full for any and all outstanding invoices and charges arising from the Fire Hydrants prior to December 1, 2018, including fees for Fire Hydrant rental, maintenance, inspections, testing and repairs, and any other charges relating to the Fire Hydrants. It is understood and agreed that this payment is made and received in full and complete settlement and satisfaction of, and the District and City hereby fully release the County from, any and all claims and demands that the District or City have or may have against the County for any and all invoices and charges arising from the Fire Hydrants prior to December 1, 2018, including but not limited to fees for Fire Hydrant rental, maintenance, inspections, testing and repairs, and any other charges, claims or demands relating in any way to the Fire Hydrants. It is understood and agreed that this payment, settlement and release encompasses all charges relating to any and all Fire Hydrants prior to December 1, 2018, regardless of whether or not they were counted and invoiced by the District or the City.

ARTICLE III: GENERAL CONTRACT TERMS

Section 1. Recitals: The recitals to this Agreement as set forth above are hereby incorporated into and made a part of this Agreement.

Section 2. Representative and Contract Monitor: The County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator, whose telephone number is 561-616-7000. The District representative and contract monitor during the performance of this Agreement shall be District's Executive Director, whose telephone number is 561-845-4185.

Section 3. Personnel: The District represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereinunder shall be performed by the District or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The District warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the District's personnel (and all subcontractors), while

on County premises, will comply with all County requirements governing conduct, safety and security. No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Employee Claims, Benefits, etc.: No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance under this Agreement.

Section 5. No Assumption of Liability; Indemnification: Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment. Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

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 District against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the District shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the District's negligence in connection with this Agreement or relating in any way to the Fire Hydrants, including testing, maintenance and repair of the Fire Hydrants. 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 6. Insurance: Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, the District acknowledges to be self-insured for General Liability with coverage limits of \$200,000 per person and \$300,000 per occurrence and Automobile Liability coverage limits of \$200,000 per person and \$300,000 per occurrence under Florida sovereign immunity statutes; or such monetary waiver limits that may change and be set

forth by the legislature.

In the event the District maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, the District shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The District agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

The District hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy, except in the event the County, its officers, employees or agents are negligent, in which case subrogation against the County shall apply. When required by the insurer, or should a policy condition not permit the District to enter into a pre-loss agreement to waive subrogation without an endorsement, then the District agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the District enter into such an agreement on a pre-loss basis.

When requested, the District shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the District of its liability and obligations under this Agreement.

Section 7. Effective Date and Term: This Agreement shall take effect upon approval by both parties and continue for a term of ten (10) years, unless sooner terminated as provided herein.

Section 8. Notice of Termination: This Agreement may be terminated by written mutual consent of both parties.

Section 9. Default and Cure: If either party shall be in default of any of its material obligations under this Agreement, then the other party shall provide written notice of default to the defaulting party and afford the defaulting party a period of twenty (20) days to cure such default (if such default is curable); provided, however, that if the default in question cannot be cured within such twenty (20) day period, then the defaulting party shall be afforded such additional time as shall be reasonably required to cure such default.

If the defaulting party remains in default hereunder beyond the expiration of the applicable period stated above, then (1) the other party shall have the right, but not the obligation, to cure such default, in which event the defaulting party shall immediately reimburse the other party for all sums paid to affect such cure; and (2) the parties shall promptly meet in accordance with the conflict resolution process set forth in Section 25.

Section 10. Successors and Assigns: The County and the District each binds itself and its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such party in respect to all covenants of this Agreement. Neither party shall assign, sublet, subcontract, convey or transfer its interests, rights, duties or obligations relating to this Agreement, in whole or in part, without the prior written consent of the other party.

Section 11. Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 12. Equal Opportunity: The District warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, genetic information, color, religion, disability, age, marital status, familial status, national origin or ancestry.

Section 13. Annual Appropriations: Each party's performance and obligation under this Agreement are contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder for each fiscal year, and is subject to any budgetary limitations imposed by law.

Section 14. Records: Each party shall maintain all records pertaining to the services delivered under this Agreement, including but not limited to all operational, financial and technical records and reports, in accordance with Florida's public records law and until at least three years after the expiration or earlier termination of this Agreement. All records maintained under this Agreement shall be made available to the other party upon request and within a reasonable period of time.

In the event that the parties become involved in a legal dispute arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to this Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

Section 15. Right to Audit. Each party, at its own expense, shall have the right to examine the other party's books, data, records and invoices directly or indirectly related to this Agreement upon reasonable notice, time and place.

Section 16. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 17. 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 the Agreement will be held in a court of competent jurisdiction located in Palm Beach County. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. 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 18. Notice of Suits: Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the Fire Hydrants or the services under this Agreement. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

Section 19. Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County Fire Rescue
Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411-3815

and if sent to the District shall be mailed to:

City of Riviera Beach Utility Special District
Executive Director
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Each party may change its address upon notice to the other.

Section 20. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 21. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 22. Governmental Powers: This Agreement is solely an Interlocal Agreement to provide services as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers. Furthermore, nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, District or City officers.

Section 23. 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 24. Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 25. 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 monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

Section 26. No Third Party Beneficiaries: 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, the District and/or the City.

Section 27. Essence of Time: The parties agree that time is of the essence in the performance of each and every obligation under this Agreement.

Section 28. No Waiver: Failure(s) to insist on strict performance of any covenant, condition, or provision of this Agreement by a party, its successors and assigns, shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

Section 29. Entirety of Agreement: This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 30. 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 District, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: Michael C. Mackay
Fire Rescue

ATTEST:

**CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT**

By: _____
District Clerk

By: Willie R. Horton 20 Sept 2018
Willie Horton, Executive Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

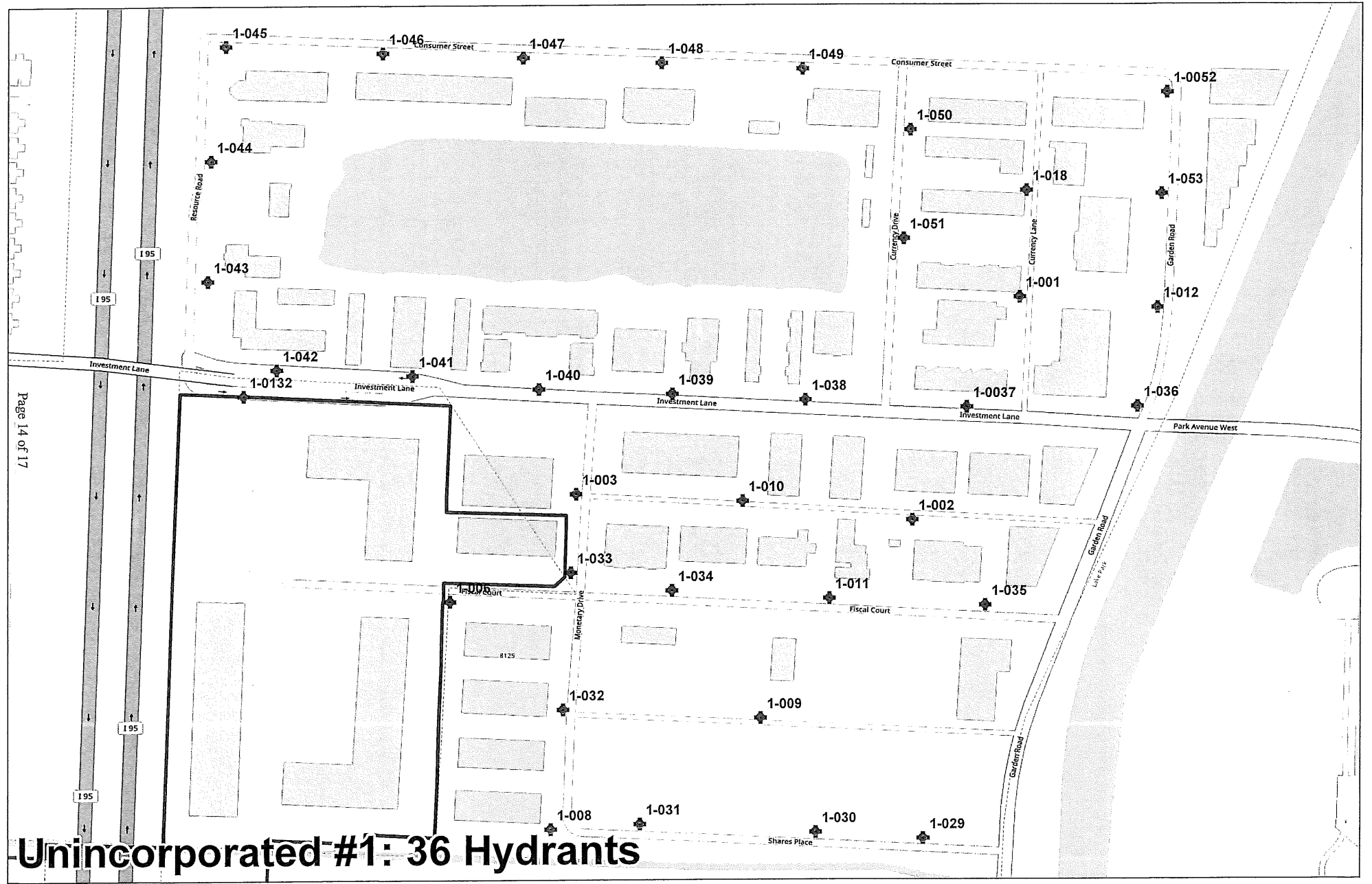
By: _____
District Attorney

**Exhibit A
Fee Schedule**

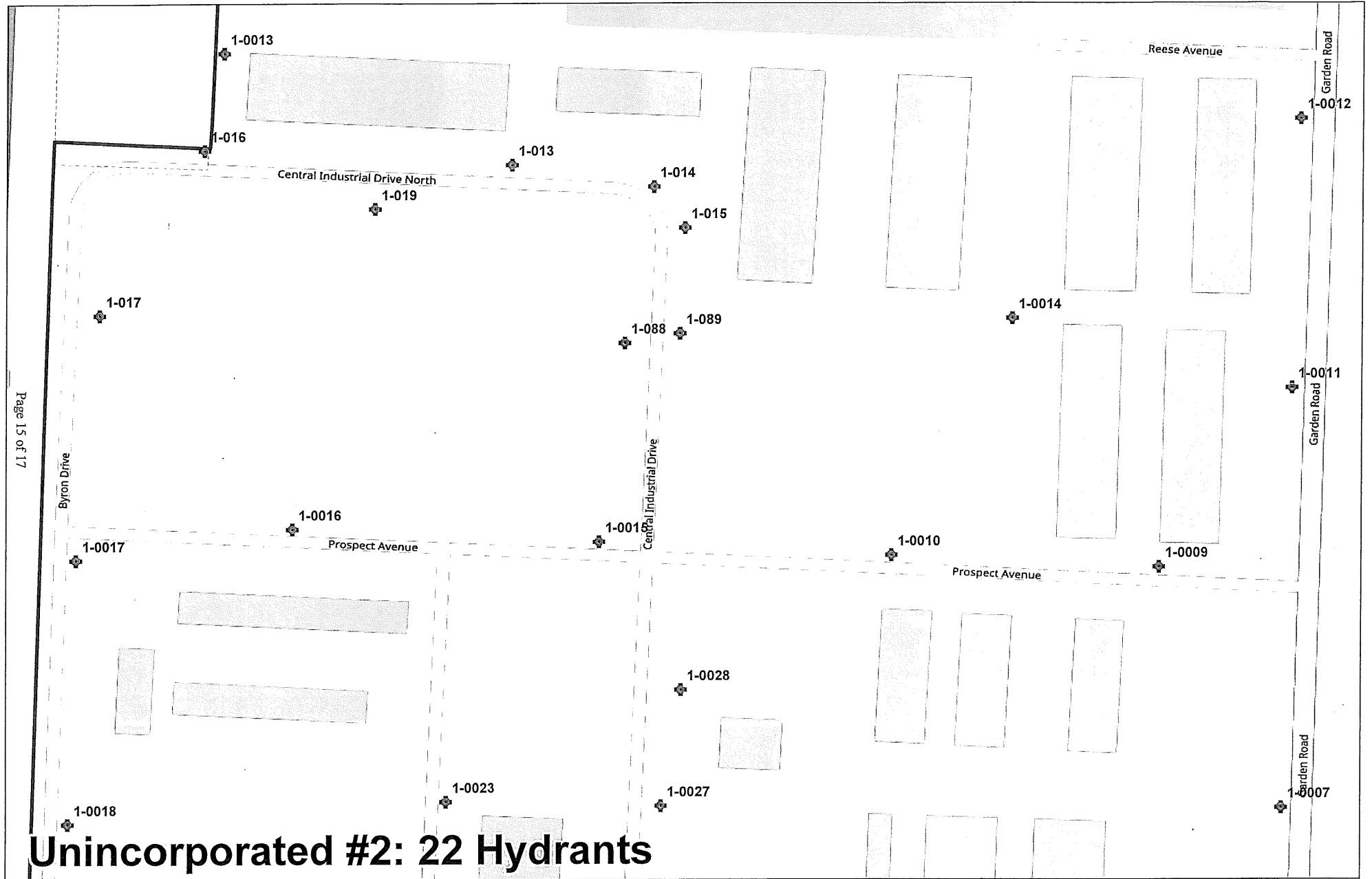
| | |
|--|----------------|
| | |
| Monthly Fee per Fire Hydrant | \$28.93 |
| | |
| Outside City Surcharge (25%) per Fire Hydrant | \$7.23 |
| Monthly Total per Fire Hydrant | \$36.16 |

Exhibit B
Fire Hydrant Location Map

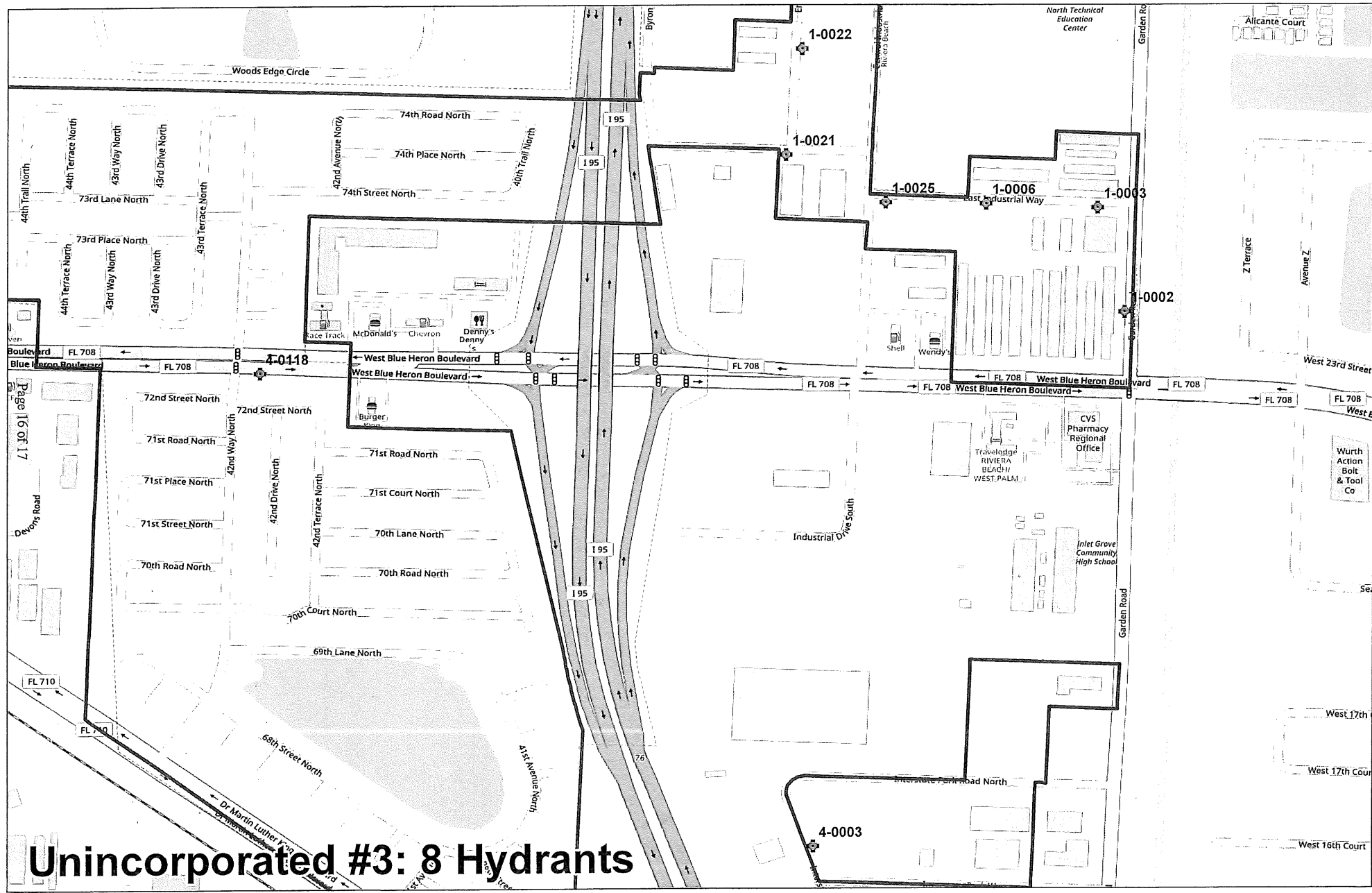
Total Number of Fire Hydrants: 89



Unincorporated #1: 36 Hydrants

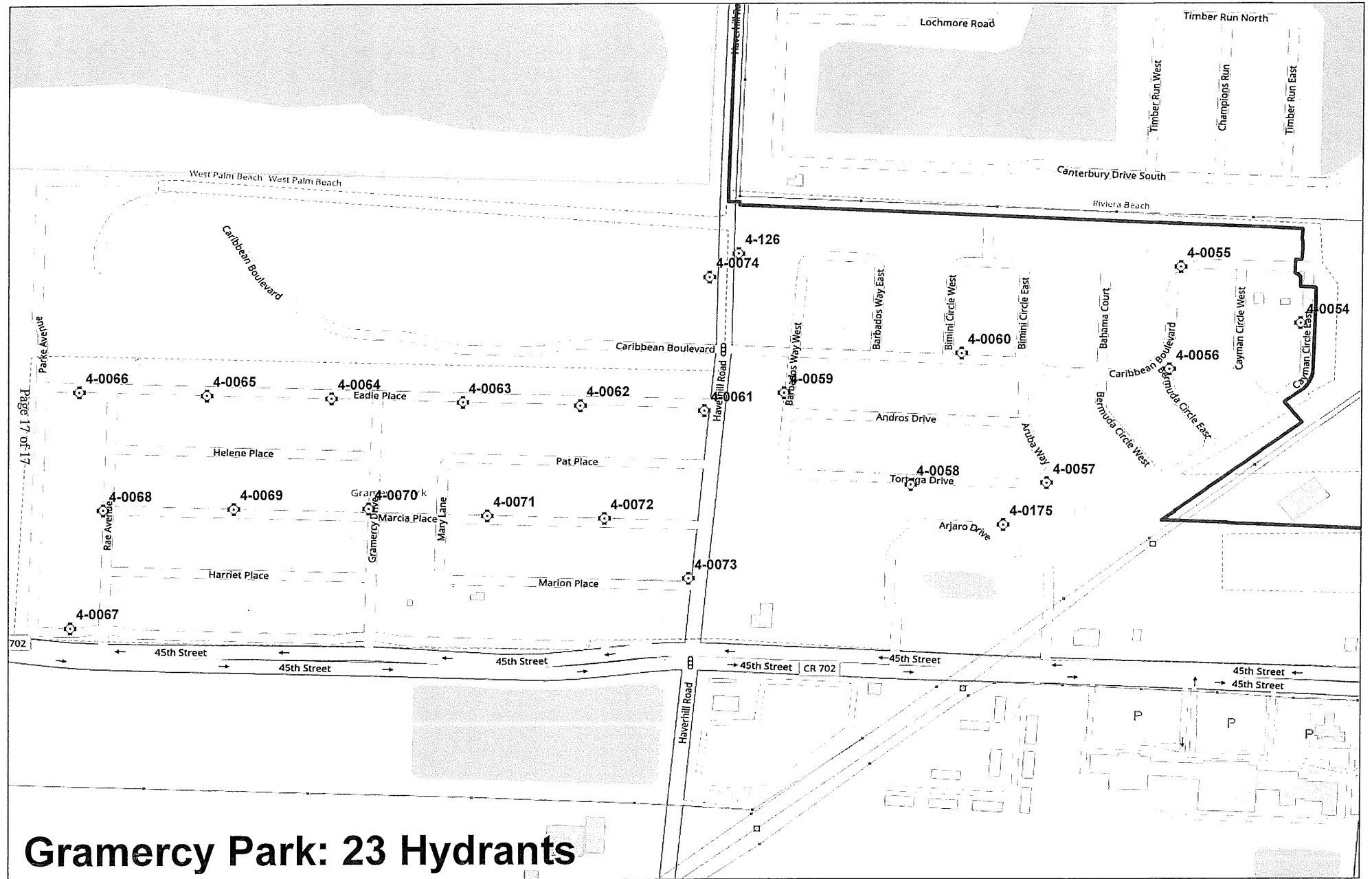


Unincorporated #2: 22 Hydrants



Unincorporated #3: 8 Hydrants

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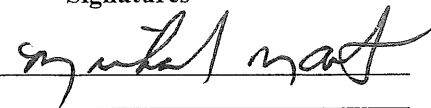


Gramercy Park: 23 Hydrants

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET TRANSFER

FUND 1300 - FIRE/RESCUE MSTU

| ACCT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED 10/31/18 | REMAINING BALANCE |
|---|------------------------------------|--------------------|--------------------|--------------|--------------|--------------------|-------------------------------|-------------------|
| <u>Appropriations & Expenditures</u> | | | | | | | | |
| <u>Fire Rescue Transfers</u> | | | | | | | | |
| 1300-820-4290-9058 | Tr To MSBU Hydrant Riviera Fd 1306 | 0 | 0 | 9,541 | | 9,541 | | 9,541 |
| <u>Reserves</u> | | | | | | | | |
| 1300-440-4299-9901 | Contingency Reserves | 10,000,000 | 7,298,540 | | 9,541 | 7,288,999 | | 7,288,999 |
| Total Appropriations & Expenditures | | <u>411,795,297</u> | <u>411,933,027</u> | <u>9,541</u> | <u>9,541</u> | <u>411,933,027</u> | | |

| | | | |
|--|---|---------|--|
| | Signatures | Date | |
| Fire Rescue INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted |  | 11-5-18 | By Board of County Commissioners At Meeting of 11/20/18 Deputy Clerk to the Board of County Commissioners |

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

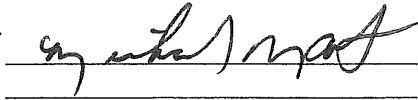
BGRV 440 110218*76
BGEX 440 110218*291

FUND 1306 - MSBU-HYDRANT RENTAL-RIVIERA BCH

| ACCT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED 10/31/18 | REMAINING BALANCE |
|--|--------------------------------|-----------------|----------------|--------------|----------|-----------------|-------------------------------|-------------------|
| <u>Receipts and Balances</u> | | | | | | | | |
| 1306-800-9100-8052 | Tr Fr Fire/Rescue MSTU Fd 1300 | 0 | 0 | 9,541 | | 9,541 | | 9,541 |
| Total Receipts and Balances | | <u>55,149</u> | <u>55,149</u> | <u>9,541</u> | <u>0</u> | <u>64,690</u> | | |
| <u>Appropriations & Expenditures</u> | | | | | | | | |
| 1306-440-4232-4401 | Rent | 36,800 | 36,800 | 9,541 | | 46,341 | 0 | 46,341 |
| Total Appropriations & Expenditures | | <u>55,149</u> | <u>55,149</u> | <u>9,541</u> | <u>0</u> | <u>64,690</u> | | |

Fire Rescue

 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures


Date
 11/15/18

By Board of County Commissioners
 At Meeting of 11/20/18

 Deputy Clerk to the
 Board of County Commissioners

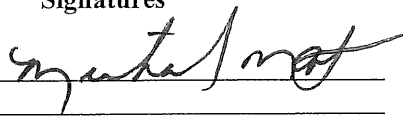
BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET TRANSFER

FUND 1306 - MSBU-HYDRANT RENTAL-RIVIERA BCH

| ACCT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED 10/31/18 | REMAINING BALANCE |
|--|--------------------|-----------------|----------------|---------------|---------------|-----------------|-------------------------------|-------------------|
| <u>Appropriations & Expenditures</u> | | | | | | | | |
| <u>Battalion 2</u> | | | | | | | | |
| 1306-440-4232-4401 | Rent | 36,800 | 36,800 | 14,127 | | 50,927 | | 50,927 |
| <u>Reserves</u> | | | | | | | | |
| 1306-440-4299-9902 | Operating Reserves | 14,127 | 14,127 | | 14,127 | 0 | | 0 |
| Total Appropriations & Expenditures | | <u>55,149</u> | <u>55,149</u> | <u>14,127</u> | <u>14,127</u> | <u>55,149</u> | | |

Fire Rescue

 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures


Date
 11/5/18

By Board of County Commissioners
 At Meeting of 11/20/18

 Deputy Clerk to the
 Board of County Commissioners