

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	April 8, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		




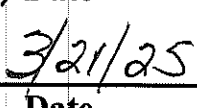
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Lease Agreement (Lease) with the Village of Palm Springs (Palm Springs) for the continued use of Fire Rescue Station No. 39 (FS 39) located at 228 Cypress Lane in Palm Springs for a term of six (6) years retroactively commencing on October 1, 2023 and extending until October 1, 2029 at an annual rent of \$67,000, increasing \$1,000 annually, plus an additional one-time payment of \$15,000, to Palm Springs to account for the rent increase between October 1, 2019 and October 1, 2023.

Summary: The Village has received fire-rescue services from the County as a part of the Fire Rescue Municipal Services Taxing Unit (MSTU) since October 1, 2009. The County and Palm Springs entered into an Interlocal Agreement for Fire Protection and Emergency Medical Services (ILA) (R2009-1552) which was approved by the Board of County Commissioners (BCC) on September 15, 2009. The ILA provided for, among other matters, the lease of FS 39 to the County at an annual rent of \$50,000. While the term of the ILA expired on October 1, 2019, it contains a provision allowing for the continuation of the lease of FS 39 as long as Palm Springs continues to receive fire-rescue services from the County, unless and until the parties agree otherwise in writing or negotiate a new agreement regarding the County's use of the fire station. In 2019, Palm Springs requested to renegotiate the terms of the lease provisions, specifically requesting an increase in rent. Continued negotiations between the County and Palm Springs caused delays in finalizing the lease. The term of the Lease will retroactively commence on October 1, 2023 and extend through October 1, 2029 to coincide with the term of the MSTU. The Lease provides for a lump sum payment of \$15,000 to account for increased rent from October 1, 2019 through October 1, 2023, which was not contemplated in the ILA. The amount of the rent for the first year of the lease, commencing October 1, 2023, shall be \$67,000. For each subsequent year, the annual rent shall increase by \$1,000 per year. Palm Springs is responsible for all exterior and structural maintenance. County is responsible for all interior and air conditioning maintenance. Palm Springs approved the Lease Agreement on January 9, 2025. The Fire Rescue Department supports the Lease and will continue to have administrative responsibility for the Lease. **(Property & Real Estate Management) District 3 (HJF)**

Background and Justification: Prior to 2009, Palm Springs had its own fire department. In 2009, Palm Springs opted into the Fire/Rescue MSTU as a mechanism for funding and providing County fire protection and emergency medical services within its municipal boundaries pursuant to Palm Springs Ordinances 2008-21 and 2018-20, which consented to inclusion in the Fire/Rescue MSTU through 7:30 a.m. on October 1, 2029. This inclusion is further supported by County Ordinance 2008-061, which amended the boundaries of the Fire/Rescue MSTU to include Palm Springs for the duration identified in Palm Springs' consenting ordinances. The County continues to occupy and use the FS 39.

- Attachments:**
- 1. Location Map
 - 2. Lease Agreement (2 Agreements w/ Exhibit A)
 - 3. Budget Availability Statement

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	<u>\$50,000</u>	<u>\$69,000</u>	<u>\$70,000</u>	<u>\$71,000</u>	<u>\$72,000</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$50,000</u>	<u>\$69,000</u>	<u>\$70,000</u>	<u>\$71,000</u>	<u>\$72,000</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Does this item include the use of federal funds? Yes No X

Does this item include the use of state funds? Yes No X

Budget Account No: Fund: 1300 Dept: 440 Unit 4238 Object 4410

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

County has continued to pay \$50,000 annually in rent. Per the terms of the new Lease, County will pay a lump sum of \$15,000 to account for a rental increase from FY 2020 through FY 2023. Commencing FY 2024, the annual rent is increased to \$67,000 with annual \$1,000 increases through the term of the Lease.


	Rent Due	Paid	Balance Remaining
FY 2020-2023	\$165,000	\$150,000	\$15,000
FY 2024	\$67,000	\$50,000	\$17,000
FY 2025	\$68,000	\$50,000	\$18,000
Total			\$50,000


Fixed Asset Number
PCN: 70-4344-18-38-001-0010

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 3/12/25
OFMB
3-12-25

 3/14/25
Contract Development and Control
3-14-25

B. Legal Sufficiency:

 3/19/25
Assistant County Attorney

C. Other Department Review:


Department Director

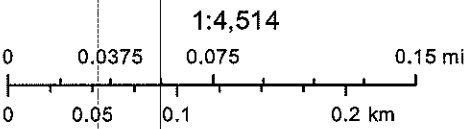
This summary is not to be used as a basis for payment.

LOCATION MAP:

70-43-44-18-38-001-0010



January 15, 2025



Attachments #2
Lease Agreement (2 @ 20 Pages)

LEASE AGREEMENT

between

**VILLAGE OF PALM SPRINGS,
A FLORIDA MUNICIPAL CORPORATION
(Village)**

and

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement or Lease") made and entered into on April 8, 2025, by and between the **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation, hereinafter referred to as "Village" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of Fire Rescue, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, Village is the owner of certain real property in Palm Beach County, Florida, located at 228 Cypress Lane, Palm Springs, Florida (the "Property"); and

WHEREAS, a portion of the Property is improved with buildings, structures, parking lots and other improvements exclusively dedicated as a fire rescue station, which is known as Palm Beach County Fire Station No. 39 ("Fire Station" or "Premises"), and County desires continue to lease Fire Station for the purpose of providing fire rescue services including fire protection and emergency medical services ("Fire Rescue Services"); 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 County's Fire/Rescue Municipal Service Taxing Unit (hereinafter the "Fire/Rescue MSTU") as a mechanism for the provision and funding of Fire Rescue Services by the County; and

WHEREAS, the Village has received fire-rescue services from the County as a part of the Fire/Rescue MSTU since October 1, 2009, pursuant to Village Ordinances 2008-21 and 2018-20 consenting to inclusion in the Fire/Rescue MSTU to fund and provide County fire-rescue services within the Village through 7:30 a.m. on October 1, 2029, and County Ordinance 2008-061 amending the boundaries of the Fire/Rescue MSTU to include the Village for the duration of time identified in the Village's consenting ordinances; and

WHEREAS, the County continues to occupy and use the Fire Station pursuant to Section 7B of the parties' Interlocal Agreement for Fire Protection and Emergency Medical Services ("2009 Service Agreement") dated September 15, 2009 (R2009-1552), which 2009 Service Agreement expired at 7:30 a.m. on October 1, 2019, but provided for the survival and continuation of Section 7B and the parties' rights and obligations relating to the Fire Station for as long as the Village receives Fire Rescue Services from the County, unless and until the parties agree otherwise in writing or negotiate a new agreement relating to the County's use of the Fire Station; and

WHEREAS, the Village and the County desire to enter into this Lease for the Fire Station and hereby terminate the surviving provisions of the 2009 Service Agreement relating to the Fire Station; and

WHEREAS, the Village acknowledges and agrees that the County does not owe the Village any monies in connection with the County's prior use and occupancy of the Fire Station; and

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 Village demises and leases to County, and the County rents from Village the Fire Station/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 all buildings, structures, parking lots, and other improvements located on the Property and depicted as the Fire Station/Premises on Exhibit "A" attached hereto and by reference made a part hereof. Village hereby warrants that it has good, right title to the Fire Station/Premises and authority to lease the Fire Station/Premise free and clear of any liens, encumbrances, and other matters.

Section 1.02 Parking.

The use and occupancy of the Fire Station/Premises by County shall include the right to use a minimum of six parking spots in the Designated Parking Area shown on Exhibit "A". Village shall provide continuous recorded security camera surveillance of the Designated Parking Area. Village shall maintain the tapes or digital files from said security cameras for a minimum of thirty days and provide the County with copies at no cost upon request by the County. Village shall provide County with unimpaired ingress and egress over all common areas, grounds, driveways, parking lots, roadways and sidewalks shown in Exhibit "A" for access purposes to the Fire Station/Premises.

The Village agrees to provide mutually agreeable alternate parking for the County when, and for as long as, the Designated Parking Area becomes unavailable during renovation of the property adjacent to the Premises.

Section 1.03 Length of Term and Commencement Date.

The term of this Lease shall retroactively commence at 7:30 a.m. on October 1, 2023 (the "Commencement Date"), and shall extend for a period of six (6) years thereafter until 7:30 a.m. on October 1, 2029 (the "Term"), unless sooner terminated pursuant to the

Agreement, and other rights and obligations arising from or relating to the provisions of said Section 7B, are hereby terminated upon the Commencement Date.

Notwithstanding the above paragraph, this Lease shall continue in effect for as long the Village remains in the Fire/Rescue MSTU or otherwise receives fire-rescue services from the County unless and until the parties agree otherwise in writing or enter into a new Agreement relating to the Fire Station.

This Lease shall terminate automatically prior to its expiration upon the earlier termination or expiration of the County's provision of fire-rescue services to the Village through the Fire/Rescue MSTU or otherwise, and both parties shall be relieved from all obligations which accrue subsequent to the date of such termination, except as otherwise set forth in this Lease.

ARTICLE II RENT

Section 2.01 Annual Rent and Adjustment.

Annual Rent for the first year of the Lease, from 7:30am on October 1, 2023 until 7:30am on October 1, 2024 shall be Sixty-Seven Thousand Dollars (\$67,000). For each subsequent Lease year, the Annual Rent shall increase by One Thousand Dollars (\$1000). In addition, within 30 days of the Effective Date of this Agreement, County shall pay to Village Fifteen Thousand Dollars (\$15,000), to account for rent increase between October 1, 2019 and October 1, 2023 that was not contemplated by Section 7B of the 2009 Service Agreement.

Annual Rent shall be payable on January 1st of each fiscal year. This Lease is intended to be a "gross" lease and County's obligations with respect to payment of rent, taxes and assessments hereunder shall be limited to those specifically set forth herein.

Section 2.02 Payment.

The annual gross rent payable hereunder shall be due on or before January 1st of each fiscal year during the Term of this Lease. County is a tax-exempt entity. 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 Village mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each 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 Village at the address set forth in Section 15.03 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 provision of Fire Rescue Services. County also shall be entitled to utilize the Premises for community enrichment and community services including, without limitation, blood pressure reading, children's safe place, toys for tots, and other similar programs. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Village 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 Building in order to conform therewith.

Section 3.03 Hazardous Substances.

County's use of the Premises 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 Village. Upon surrender of the Premises, title to any Alterations shall vest in Village.

ARTICLE IV ALTERATION OF LEASED PREMISES

Section 4.01 Alterations

County shall be entitled to make alterations, improvements, or additions to the Premises (hereinafter, collectively "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 Village, such

Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Twenty Five Thousand Dollars (\$25,000), shall require the prior written approval of Village Manager in each instance, which approval shall not be unreasonably withheld. County shall submit plans and specifications for all such Alterations to Village for Village's written approval prior to County commencing work on same. Village shall provide written response within thirty (30) days after receipt of request therefor by County, failing which Village 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. Should the Village no longer receive its Fire Rescue services through the County, the Village agrees to pay to the County the fair market value based on an appraisal obtained by County of any such approved alterations, improvements or additions made to Fire Station by the County. In the event Village intends to make any alterations, improvements or additions to the Premises, the Village shall obtain prior written approval of County in each instance which approval shall not be unreasonably withheld.

Section 4.02 Construction Liens.

Village and County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable to Village and County, in the construction of any improvements to the Premises. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Village 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 County.

County shall maintain the following portions of the Premises in good repair and condition at County's sole cost and expense during the entire Term of this Lease: interior walls and partitions, interior painting, plumbing fixtures, electrical fixtures, HVAC maintenance, and routine repair floor coverings, interior and bay doors, janitorial services, electric, water and sewer, phone, cable, and TV. Notwithstanding the foregoing, County shall have no obligation to make modifications to the Premises required by law, nor have any responsibility for restoration of the Premises in the event of a casualty. Further, County shall have no obligation to repair any damage arising from any negligent or intentional act or omission of Village, its employees, agents, invitees or any third parties. In the event that maintenance activity is required and is not specifically assigned in this Section 5.01 to the County, it shall be the responsibility of the Village. Village shall reimburse the County for the cost of any repairs and/or replacement of the foregoing building systems which exceed \$5,000 in each instance. To the extent that any repairs are covered under the Village's

property insurance, Village shall reimburse the County for any and all costs incurred by County for such repairs.

Section 5.02 Responsibility of Village.

(a) Except as provided in Section 5.01 above, Village shall maintain the exterior of the Premises, the structural integrity of the building, including the roof, foundation, structural supporting columns, walls and exterior windows, and all portions thereof in good repair and tenable condition during the Term of this Lease, except in the case of damage arising from County's negligent or intentional acts. Further, Village shall maintain the grounds, common areas, driveways, roadways, sidewalks, landscaping and parking lot in good repair and tenable condition during the Term of this Lease, except in the case of damage arising from County's negligent or intentional acts. If the Village shall fail to promptly repair any item in the Premises required to be repaired by Village under this Lease within thirty (30) days of notice from County of the need for such repair, the County may complete such repairs and the Village shall reimburse County for all expenses incurred by County in doing so.

(b) Village shall be responsible for all costs and expenses to ensure that the Premises adheres to the most current version of the American Society of Heating, Refrigeration and Air-conditioning Engineers' ("ASHRAE") Standards on ventilation for acceptable indoor air quality throughout the Term of this Lease. Should building sickness symptoms materialize subsequent to the Commencement Date, Village shall perform at its sole cost and expense necessary air quality and environmental testing of the heating, ventilation and air-conditioning ("HVAC") system servicing the Premises by a certified and licensed environmental company within thirty (30) days of the County's written notice of any adverse conditions, subject to the availability of such certified and licensed technicians. Village shall provide County with a copy of all such testing reports. If any such testing report reveals that the HVAC system fails to comply with the ASHRAE Standards and/or does not provide a healthy indoor air environment as required by applicable laws and regulations, Village shall remedy such non-compliance with due diligence at its sole cost and expense. If such non-compliance causes a portion or all of the Premises to be untenable, all Rent due and payable for the untenable area of the Premises shall abate until such portion of the Premises is brought into compliance and Village shall pay to County a prorated refund of rent commensurate with the untenable portion.

Section 5.03 Joint Responsibility of County and Village.

Notwithstanding anything herein to the contrary, should the County Fire Rescue Administrator and the Village Manager agree that the HVAC system or bay door(s) needs to be replaced, the Village shall perform, or cause to be performed, said replacement ("Replacements"), and Village and County shall be equally responsible for the replacement cost; except, however, if replacement of a bay door is required due to damage directly and solely caused by the County's use of the fire apparatus, then County will bear the entire

cost of the bay door replacement. When the replacement work has been completed and accepted by the County, Village shall submit an invoice to the County for the actual cost of the work. Village shall include, as documentation to the invoice, a copy of the email or other written correspondence of the County's approval of the price of the work, Village's purchase order for the equipment, a copy of the vendor's invoice, and evidence of Village payment to the vendor. The County shall review the submittal and when approved by the County, pay Village fifty percent (50%) of the amount within thirty (30) calendar days of approval.

Section 5.04 Hazardous Substance Indemnification by Village.

Village 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, Village shall promptly remove said substance(s) at Village'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.

County is a political subdivision of the State of Florida subject to the limitations of Florida Statutes, Chapter 768.28 as amended. Nothing herein shall serve as a waiver of sovereign immunity. County shall maintain a fiscally sound liability program with regard to its obligations under this Lease, and shall provide proof of its liability program to Village within three (3) days of a written request. Should County contract with a third party to make alterations, additions, repairs, or other improvements, County shall require its third party to provide commercial general liability insurance with a minimum limit of One Million Dollars (\$1,000,000) and include Village and County as Additional Insureds.

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, Village shall not be liable for any damage to such personal property, except to the extent caused by the Village's, its agents', or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance by Village.

Village is a municipal corporation subject to the limitations of Florida Statutes, Chapter 768.28 as amended. Nothing herein shall serve as a waiver of sovereign immunity.

Village shall maintain a fiscally sound liability program with regard to its obligations under this Lease.

Village shall deliver to the County a Certificate of Insurance with respect to each required policy to be provided by the Village under this Section within three (3) business days of a request by County.

Upon request submit certificates of insurance to:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

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 the County elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of such casualty. In the event County does not exercise its right to terminate this Lease due to any such casualty, Village shall promptly commence restoration of the Premises, diligently pursue such restoration to completion using materials of like kind and quality or better, and provide the County with a mutually agreeable site and building(s), at no cost to County, for the County to use as a fire station during said restoration; or as an alternative to restoration Village shall provide another mutually agreeable site and building(s), at no cost to County, for the County to use as a fire station during the term of this Lease. Any provision of this Lease relating to Fire Station shall apply to any alternative fire station facility provided under this Section; provided, however, that the parties shall work cooperatively to amend this Lease as appropriate to establish a fair rental price and adjust other terms as necessary. The rental due hereunder relating to the portion of the Premises rendered untenable shall be abated from the date of such casualty until completion of such restoration, and Village shall pay to County a prorated refund of rent commensurate with the untenable portion.

ARTICLE VIII UTILITIES AND SERVICES

County shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, gas, electricity, telephone, cable, and any other utility used or consumed by County. Village 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. Village shall be solely responsible for and promptly pay all charges or assessments for trash collection and removal services.

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 Village'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 Property by Village 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 of such failure to pay; (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 receipt of notice from Village of such failure; (iii) County's vacating or abandoning the Premises; or (iv) 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, Village shall have the right to give County notice that Village intends to terminate this Lease upon a specified date not less than ninety (90) days after the date said 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 undertakes such cure within such period and the Village is so notified, this Lease will continue.

Section 10.02 Default by Village.

Village shall be in default of this Lease if Village shall fail to observe or perform any term, covenant, or condition of this Lease on the Village's part to be observed or performed, and the Village 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, Village shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Village diligently proceeds with the curing of the default. In the event that the default is not cured by Village within the foregoing time period, County, at County's option, may either cure said default and Village shall reimburse County for all expenses incurred by County in doing so, or County may give to the Village 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 VILLAGE**

Village and Village'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. Village 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 shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

Village shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance and Palm Beach County Code, Section 2-171 - 2-377, if Village's employees, agents, or contractors are required under this Lease to enter or work at the site of a "critical facility" as identified in Resolution R-2013-1470 and R-2015-0572, as amended. Village acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check. Only persons without any disqualifying offense will be granted unescorted access to a critical facility. Persons with disqualifying offenses may be denied access.

**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 for each fiscal year. Notwithstanding anything in this Lease to the contrary, either party shall have the right to cancel this Lease effective at the end of a given fiscal year

during the term of this Lease by providing at least twelve (12) months prior written notice to the other party, or upon mutual written consent of the parties, whereupon the parties shall be relieved of all further obligation hereunder without damages, penalties or recourse against each other.

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 Village or any other person or persons lawfully or equitably claiming by, through, or under the Village, 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 Village and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. 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. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. 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 either party hereto 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 either party to or of any act requiring a party's consent or

approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 15.02 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Village and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Village or County unless reduced to writing and signed by them.

Section 15.03 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, faxed, or emailed, 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 telecopied, faxed or emailed 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 designate 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 Village at:
Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461
- (b) If to the County at:
Fire Rescue Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411-3815

with a copy to:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

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

Section 15.04 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 15.05 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 15.06 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 15.07 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 15.08 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 15.09 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a State court of competent jurisdiction located in Palm Beach County, Florida. 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, 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 15.10 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 15.11 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 15.12 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease.

Section 15.13 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 affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.14 Incorporation by Reference.

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

Section 15.15 No Third Party Beneficiary.

No provision of this Lease 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 Lease, including but not limited to any citizens or employees of County or Village.

Section 15.16 Palm Beach County Office of the Inspector General Audit Requirements.

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. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

Section 15.17 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.

Section 15.18 Relationship of County Employees to the Village.

This Lease Agreement does not and shall not be construed to make any officer or employee of County an officer or employee of the Village for any purpose whatsoever, nor any officer or employee of the Village 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 Lease Agreement have entered into a written agreement expressly authorizing such.

Section 15.19 Liability.

The parties to this Lease 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 15.20 Records Retention.

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

Section 15.21 Amendments.

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

Section 15.22 Survivability.

Any provision of this Lease 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 Lease Agreement, shall survive said expiration or earlier termination of this Lease Agreement


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

VILLAGE:
VILLAGE OF PALM SPRINGS, a
Florida municipal corporation

By: Kimberly Wyan
Village Clerk

By: 
BEV SMITH (Jan 11, 2025 13:02 EST)
Bev Smith, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Christy Goddeau
Christy Goddeau (Jan 13, 2025 11:14 EST)
Village Attorney

Seal

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO
LEGAL SUFFICIENCY

By:  _____
Chief Assistant County Attorney

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

By: _____
Maria G. Marino, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

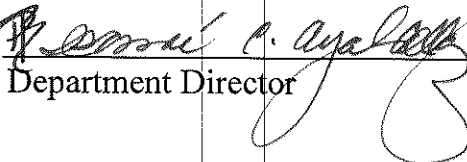
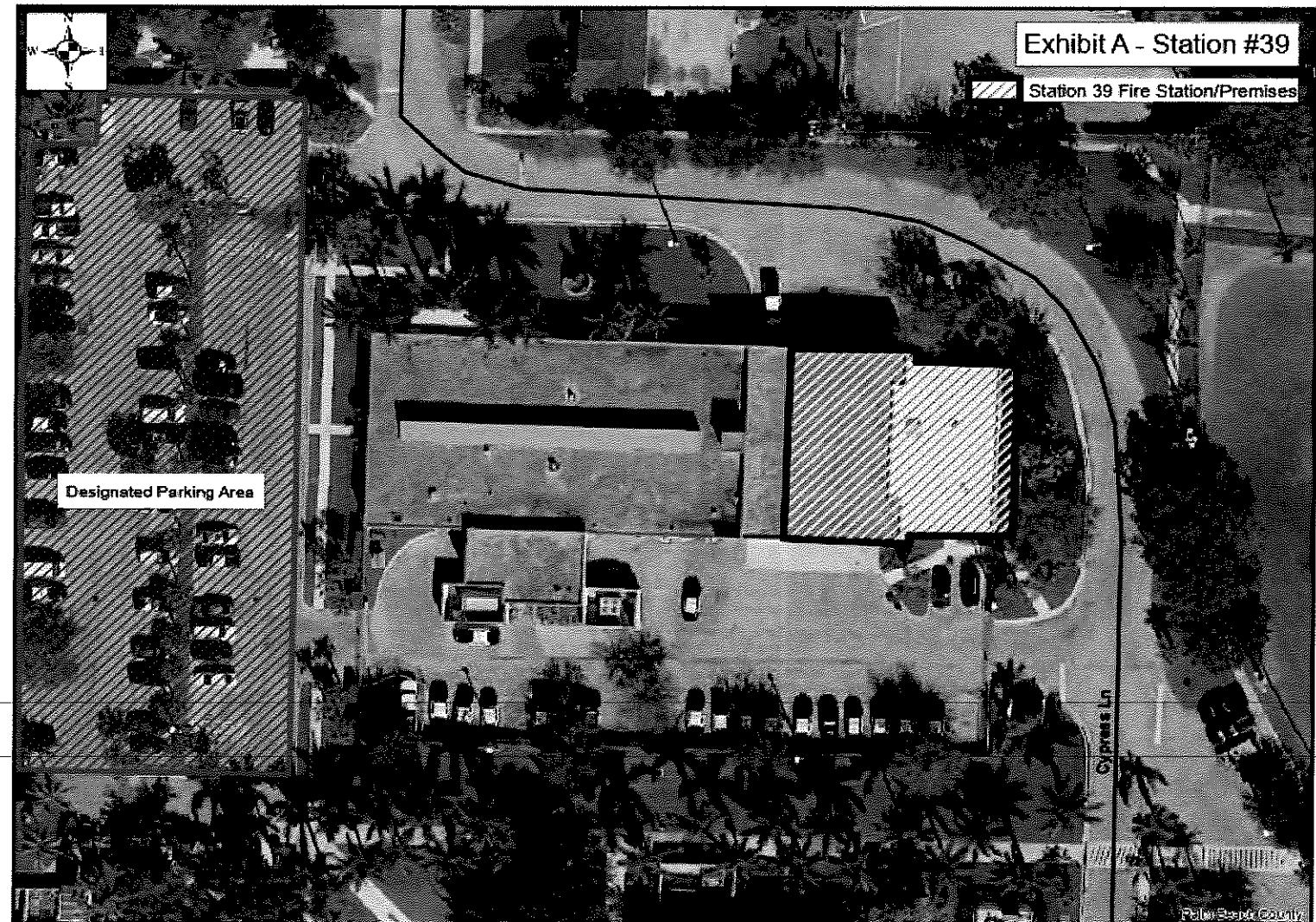
By:  _____
Department Director

EXHIBIT "A"

“FIRE STATION” OR “PREMISES”



Attachment #3
Budget Availability Statement (1 Page)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: January 21, 2025

REQUESTED BY: Juna Jean

PHONE: 233-0213

PROJECT TITLE: Fire Station No. 39 Village of Palm Springs – Lease Agreement
(Same as CIP or IST, if applicable)

ORIGINAL LEASE AMOUNT: \$67,000.00

IST PLANNING NO.: N/A

REQUESTED AMOUNT: \$50,000.00

BCC RESOLUTION#: N/A
DATE:

eFDO #: N/A

CSA or CHANGE ORDER NUMBER: N/A

LOCATION: 228 Cypress Lane Palm Springs, FL 44361

BUILDING NUMBER: N/A

DESCRIPTION OF WORK/SERVICE LOCATION: Fire Station No. 39

PROJECT/W.O. NUMBER: 2019-5.014

CONSULTANT/CONTRACTOR: Village of Palm Springs

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Total rent due to Village of Palm Springs from FY 2019 to FY 2025 for Lease agreement of Fire Station No. 39.

RETROACTIVE RENT (FY 2019 - 2023)	\$ 15,000.00
BALANCE OF RENT FY 2024	\$ 17,000.00
BALANCE OF RENT FY 2025	\$ 18,000.00

TOTAL	\$50,000.00
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BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 1300 DEPT: 440 UNIT: 4238 OBJ: 4410 pm 1-23-25

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

☒ Ad Valorem (Amount \$ 50,000.00) ☐ Infrastructure Sales Tax (Amount \$)
☐ State (source/type: Amount \$) ☐ Federal (source/type: Amount \$)
☐ Grant (source/type: Amount \$) ☐ Impact Fees: (Amount \$)
☐ Other (source/type: Amount \$)

Department: Fire Rescue

BAS APPROVED BY:  DATE 1-24-2025

ENCUMBRANCE NUMBER:

Fiscal Impact Summary

Wednesday, January 22, 2025, page 1 of 1

The information below is justification for the figures listed on the attached BAS. The Lease agreement with commencement beginning October 01, 2023 through October 01, 2029.

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$50,000	\$69,000	\$70,000	\$71,000	\$72,000
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ 50,000	\$69,000	\$70,000	\$71,000	\$72,000

- Lease retroactively commenced 7:30 A.M. October 01, 2023 and extends to 7:30 A.M. October 01, 2029.
- The Annual Rent of \$67,000.00 start at 7:30 A.M. October 01, 2023 until 7:30 a.m. October 01, 2024.
- For each subsequent lease year rent shall increase by \$1,000.00.
- In addition within 30 days of the Effective/Board Date the County shall pay to the Village \$15,000.00 to account for rent increase between October 01, 2019 and October 01, 2023, that was not contemplated by Section 7B of the 2009 Service Agreement.
- Section 7B survived the interlocal agreement allowing the Village to continue receiving rent of \$50,000.00 for FY 2024 and FY 2025

For FY25:

- 7:30 A.M. on October 01, 2023 until 7:30 a.m. on October 01, 2024
- \$67,000.00 - \$50,000.00 paid on January 1, 2024 = \$17,000.00
- 7:30 A.M. on October 01, 2024 until 7:30 a.m. on October 01, 2025
- \$67,000.00 + \$1,000.00 = \$68,000.00 - \$50,000.00 paid on January 1, 2025 = \$18,000.00
- To account for rental adjustment between October 01, 2019 thru October 01, 2023 Rent adjustment pay to the Village \$15,000.00.
- \$17,000.00 + 18,000.00 + \$15,000.00 = \$50,000.00

FY25 TOTAL = \$50,000.00

FY2026:

- 68,000.00 + \$1000.00 = \$69,000.00

FY2026 TOTAL = \$69,000.00

FY2027:

- 69,000.00 + \$1000.00 = \$70,000.00

FY2027 TOTAL = \$70,000.00

FY2028:

- 70,000.00 + \$1000.00 = \$71,000.00

FY2028 TOTAL = \$71,000.00

FY2029:

- 71,000.00 + \$1000.00 = \$72,000.00

FY2029 TOTAL = \$72,000.00

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: DEPT: UNIT: OBJ:

Department: Fire Rescue

APPROVED BY: DATE