



Town of Highland Beach Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public while also working to ensure the safety and health of the town's staff, the community, and visitors alike. In accordance with the State and the County's easing of the COVID-19 restrictions, effective June 01, 2021, all town departments reopen with regular operating hours.

That said, as an added layer of protection for the safety of all attending meetings in the Commission Chambers, the wearing of facial coverings or masks are strongly encouraged. Also, until further notice, social distancing requirements and in-person meeting capacity limits remains in place. For those interested, Zoom Video Communications and telephone participation are offered.

The following information is guidance for preregistration for in-person, Zoom or telephone participation, and for viewing and providing public comments at the meeting:

PREREGISTRATION FOR IN-PERSON ATTENDANCE/PARTICIPATION AT ALL MEETINGS:

- All interested persons, Quasi-Judicial meeting applicants, their representatives, and witnesses **must preregister** to attend/participate in a meeting by sending an email to Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or contacting (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday, if the meeting is scheduled for that Tuesday, etc.**) The subject matter to be discussed must be included in the preregistration request. If the meeting is a **Public Hearing Quasi-Judicial meeting**, the subject matter and application number must be included in the preregistration request.
- In-person attendance/participation will be based upon the order in which the Town Clerk's Office receives the preregistration requests. For **Public Hearing Quasi-Judicial meetings**, precedence into the Commission Chambers will be given to applicants, their representatives and/or witnesses over all others preregistered parties. The Quasi-Judicial meeting participants will also be allowed in the Commission Chambers at the time of the hearing that is relevant to their applicant/client.
- The Zoom Video Communications is an option for those individuals who are interested in participating on the meeting online or via telephone.

ZOOM PARTICIPATION:

Online or Telephone Access – Access to the meeting will begin on the date and time of the meeting.

- To Join Meeting: All interested persons **must preregister** to participate by contacting Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or by calling (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday if the meeting is scheduled for that Tuesday; and by 4:30 P.M.**).

- Meeting access information and instructions will be provided to those persons two hours prior to the meeting.
- The video camera display feature will only be enabled for Public Hearing Quasi-Judicial matters and during public comments only. The video camera display feature will be disabled for public use.

For additional information on using Zoom, please visit Zoom Support by click on the following link: <https://support.zoom.us/hc/en-us>.

Viewing Only - To view the meeting, preregistration is not required. The public can view the meeting on the following:

- Highland Beach TV Channel 99 online streaming on the Town's website and via Highland Beach YouTube at <https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw>.

PROVIDING PUBLIC COMMENT:

Persons desiring to provide public comments must do so by one of the methods listed below. Public comments will be limited to five minutes (three minutes for special Commission meeting items only) per person during the designated section of the agenda. If an interested person desires to provide written public comment, all comments must be directed to Lanelda Gaskins, Town Clerk as follows:

TO SEND COMMENTS IN ADVANCE VIA EMAIL:

- To submit public comments, click on the link <https://mmportal6.teamunicode.com//> to go to the Agendas and Meeting webpage. At the top of the page click on "Public Comments" to submit your comments, or
- Submit your comments to publiccomments@highlandbeach.us.
- The Town will receive such public comments no later than two (2) hours prior to the meeting. If timely received, Town staff will read the public comment at the meeting.
- Live Zoom Video Participation - If attending via Zoom online, please follow Zoom instructions above. Once the meeting gets to the applicable public comment period, the host of the meeting will allow public participants (audio only) into the meeting from the waiting room, to provide live public comment.
- Live Zoom Telephone Participation - If attending via Zoom by telephone, please follow the instructions above. Once the meeting gets to the appropriate public comment period, the host of the meeting will allow public participants into the meeting from the waiting room, to provide live public comment.

Should you have any questions, please feel free to contact the Town Clerk's Office at (561) 278-4548.

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TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, February 15, 2022 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS

3614 S. OCEAN BOULEVARD
HIGHLAND BEACH, FL 33487

Town Commission

Douglas Hillman	Mayor
Natasha Moore	Vice Mayor
Peggy Gossett-Seidman	Commissioner
Evalyn David	Commissioner
John Shoemaker	Commissioner
Marshall Labadie	Town Manager
Lanelda Gaskins	Town Clerk
Glen J. Torcivia	Town Attorney

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1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **APPROVAL OF THE AGENDA**
 5. **PRESENTATIONS / PROCLAMATIONS**
 - [A.](#) Florida Association of City Clerks 50th Anniversary Proclamation
 6. **PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

7. ANNOUNCEMENTS

Board Vacancies

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024

Planning Board - One vacancy for a three-year term

Meetings and Events

February 16, 2022 - 1:30 P.M. Town Commission Special Meeting

February 21, 2022 Town Hall Closed in observance of Presidents' Day

March 01, 2022 - 1:30 P.M. Town of Commission Meeting

March 02, 2022 - 10:00 A.M. Board of Adjustment and Appeals Regular Meeting

March 08, 2022 Election Day 7:00 A.M. to 7:00 P.M.

March 09, 2022 - 1:00 P.M. Code Enforcement Board Regular Meeting

March 10, 2022 - 9:30 A.M. Planning Board Regular Meeting

Board Action Report

A. None.

8. ORDINANCES

A. None.

9. CONSENT AGENDA

A. None.

10. UNFINISHED BUSINESS

[A.](#) Continued discussion on the Fund Balance Guidelines. Vice Mayor Moore

11. NEW BUSINESS

- A. Approve and authorize Town Staff to execute an Agreement with Airgas USA, LLC for the purchase and delivery of carbon dioxide for the Water Treatment Plant. (Piggyback St. Johns County, Florida, Contract # 21-MCC-AIR-13407).
- B. Approve and authorize the Mayor to execute an Interlocal Agreement for Fire-Rescue Dispatch Services between Palm Beach County and the Town of Highland Beach.

12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker

Commissioner Evalyn David

Commissioner Peggy Gossett-Seidman

Vice Mayor Natasha Moore

Mayor Douglas Hillman

13. TOWN ATTORNEY'S REPORT**14. TOWN MANAGER'S REPORT****15. ADJOURNMENT**

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance

File Attachments for Item:

A. Florida Association of City Clerks 50th Anniversary Proclamation

The Town of Highland Beach, Florida

Proclamation

**RECOGNIZING THE 50TH ANNIVERSARY OF THE
FLORIDA ASSOCIATION OF CITY CLERKS (FACC) AND
HONORING THIS ACHIEVEMENT**

- WHEREAS,** the Office of the Municipal Clerk is a time-honored and vital part of local government; and is one of the oldest among public servants; and
- WHEREAS,** the Office of the Municipal Clerk provides a professional and essential link between the citizens, the local governing bodies, and intergovernmental agencies at the local, state, and federal levels along with other essential services; and
- WHEREAS,** the Florida Association of City Clerks (FACC) is the professional membership organization for Florida's municipal clerks and others who work within the clerk's office; and
- WHEREAS,** FACC began in 1972 when its founder, the late Robert N. Clark, CMC, City Clerk of Sunrise, saw the need for an organization to bring together like-minded people to unite the voice of all municipal clerks, to share ideas and to assist one another in the work of municipal government; and
- WHEREAS,** FACC celebrates its 50th anniversary in 2022, and a golden anniversary is a momentous occasion worthy of commendation and Florida's cities, towns and villages will all join in observation of this celebratory event; and
- WHEREAS,** municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations; and
- WHEREAS,** FACC is a primary source for the educational programs, seminars, workshops, and webinars for educating Florida's municipal clerks and those who serve in the clerk's office, and municipal clerks look to FACC to provide the training needed to obtain their Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) certifications; and

NOW, THEREFORE, I, DOUGLAS HILLMAN, MAYOR of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby recognize the 50th anniversary of the Florida Association of City Clerks and commend the Association for 50 years of excellent service provided to municipal clerks in the State of Florida.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 15th day of February 2022.

DOUGLAS HILLMAN
MAYOR



File Attachments for Item:

A. Continued discussion on the Fund Balance Guidelines. Vice Mayor Moore

Fund Balance Guidelines/Fire Rescue Implementation

Discussion:

- Increase Disaster Recovery Reserve to 16.7% from 8.3%
- Use full amount of remaining unassigned reserve toward the Fire Rescue Implementation
- Consider timing of expenditures and avoid the costs of a loan or bond issue

Highland Beach
General Fund Balance and Reserves
Current Policy vs. Proposed Policy

Current Policy		
	Amount	Percent of Budget
General Fund Budget	13,243,373	
General Fund Balance	10,430,366	
Non-spendable	-	
Restricted	-	
Assigned		
Budget Stabilization	2,207,229	16.7%
Disaster Recovery	1,103,614	8.3%
True up Fire Rescue	109,765	
Total Assigned Reserve	3,420,608	25.8%
Unassigned	7,009,758	52.9%

Proposed - increase disaster recovery to be 16.7% of budget		
	Amount	Percent of Budget
General Fund Budget	13,243,373	
General Fund Balance	10,430,366	
Non-spendable	-	
Restricted	-	
Assigned		
Budget Stabilization	2,207,229	16.7%
Disaster Recovery	2,207,229	16.7%
True up Fire Rescue	109,765	
Total Assigned Reserve	4,524,223	34.2%
Unassigned	5,906,143	44.6%

Motion by Highland Beach Financial Advisory Board at Jan 27, 2022 meeting:

Increase Disaster Recovery reserve to be 16.7% of General Fund Budget and use the full amount of remaining unassigned reserve toward Fire Rescue Implementation

Property – Inland Marine

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$26,299,456	Blanket Value Buildings and Contents
Special Property Coverages	
\$5,000,000	Flood
\$5,000,000	Earth Movement
\$5,000,000	TRIA Terrorism
Inland Marine (Per Schedule Provided)	
\$250,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
\$71,525	Contractor's / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
\$50,000	Rented, Leased or Borrowed Equipment♦♦
\$50,000	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: \$5,000 per Occurrence – Buildings and Contents, Earth Movement and TRIA

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$25,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine

\$5,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$500 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be scheduled.

Property – Inland Marine

Sublimits of Coverage	
Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
\$500,000	Accounts Receivable, per occurrence
\$1,000,000	Additional Expense
\$5,000	Animals, annual aggregate
\$500,000	Business Income
\$3,000,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$3,000,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$250,000	Errors and Omissions, per occurrence
\$5,000	Expediting Expense, per occurrence
\$25,000	Fire Department Charges, per occurrence
\$50,000	Fungus Cleanup Expense, annual aggregate
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$50,000	Personal Property of Employees, per occurrence
\$50,000	Pollution Cleanup Expense, annual aggregate
\$250,000	Preservation of Property, per occurrence
\$20,000	Professional Fees, per occurrence
\$150,000	Property at Miscellaneous Unnamed Locations
\$10,000	Recertification, per occurrence
\$100,000	Service Interruption Coverage, per occurrence
\$250,000	Transit, per occurrence

Summary of Property Insurance for the Town of Highland Beach

Annual Premium for Property Insurance for the Town of Highland Beach

Amount we pay: 126,000

Covered Property 26,299,456

Deductible 5%

Assume complete loss of property:

Amount of Deductible 1,314,973 A

Proposed Disaster Recovery Reserve

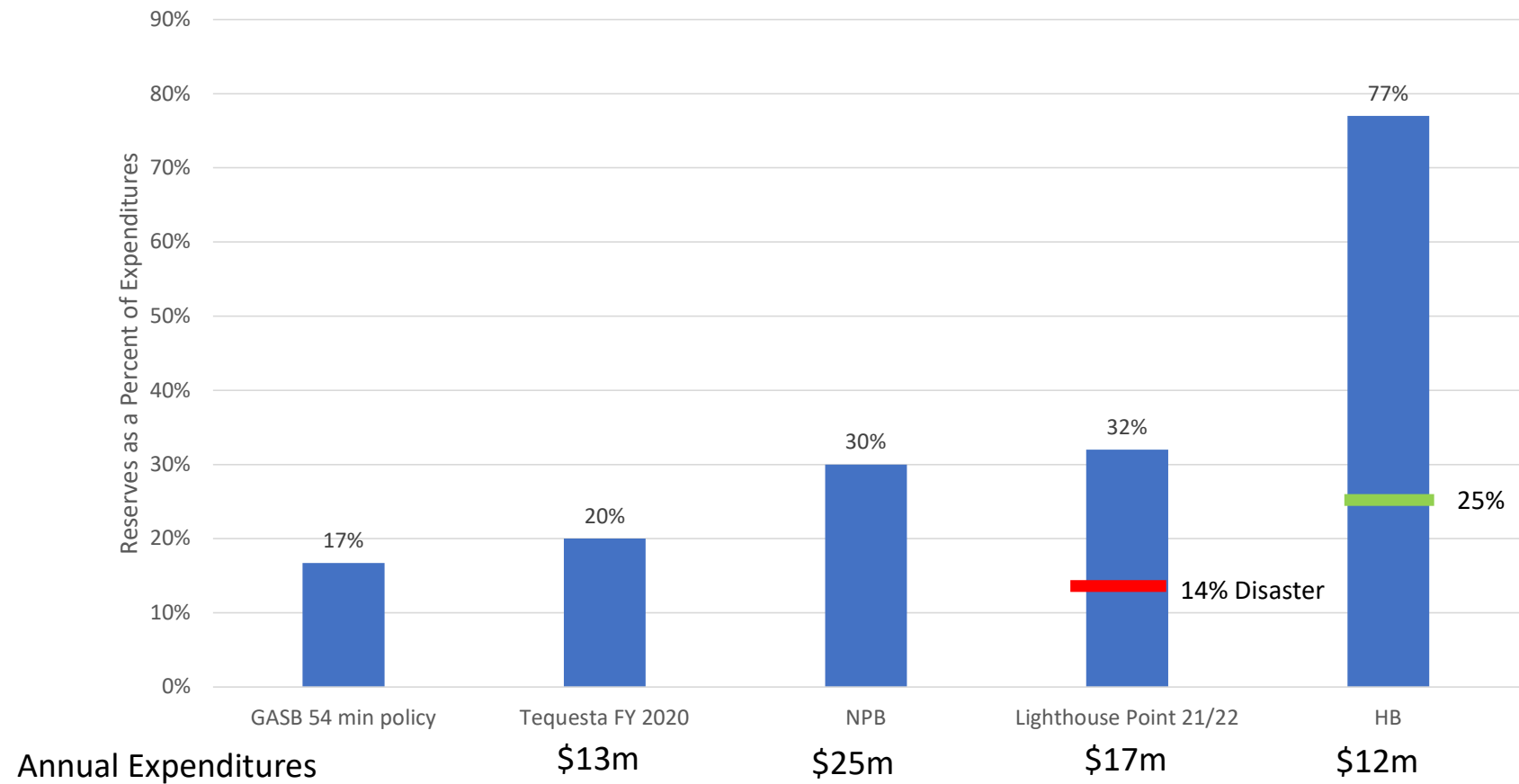
2,207,229 B

Remaining amount of disaster recovery reserve available to pay for
clearing roads and debris removal:

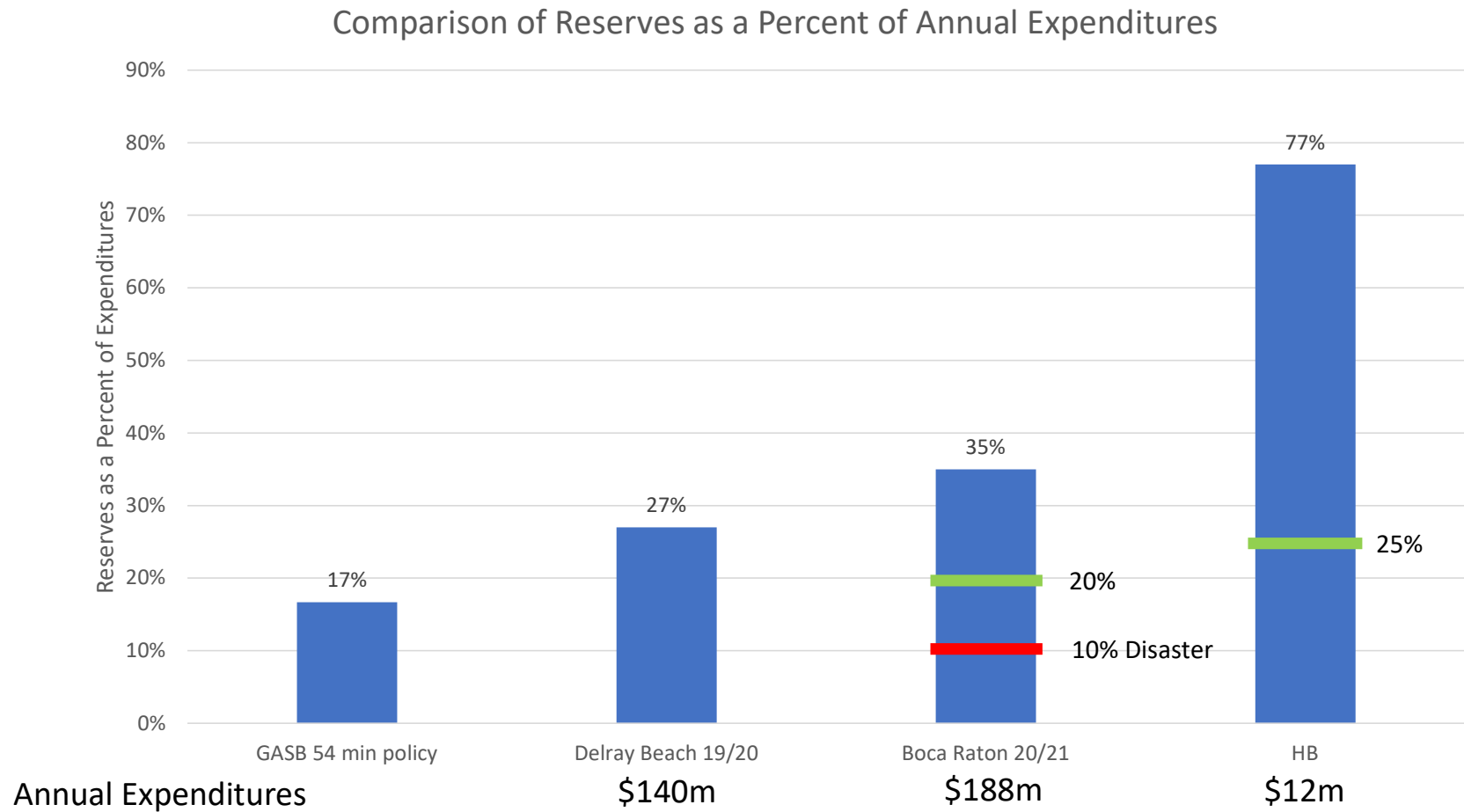
B - A = 892,256

Reserve Levels in Highland Beach Compared to Neighbors with Similar Size Budgets

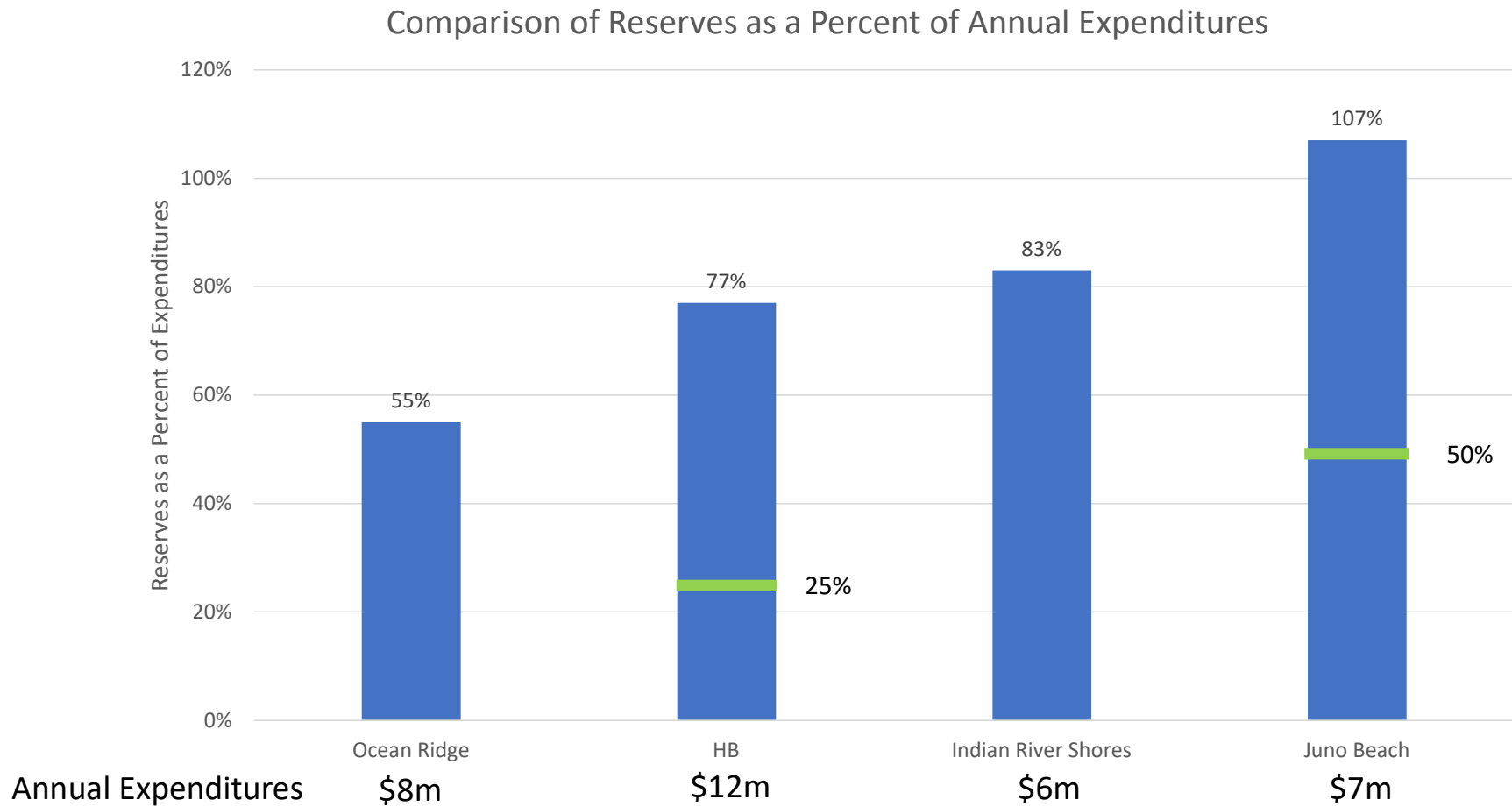
Comparison of Reserves as a Percent of Annual Expenditures



Reserve Levels in Highland Beach Compared to Neighbors with Larger Budgets



Reserve Levels in Highland Beach Compared to Neighbors With Smaller Budgets



City of Lighthouse Point

Florida



Fiscal Year 2021/22 Adopted Budget

Overview of General Fund Expenditures

The General Fund is the primary operating fund of the City. The Police and Fire Departments make up the largest portion of the overall budget, followed by Public Works, Support Services, and Finance/Administration.

	FY 2019 Actual	FY 2020 Actual	FY 2021 Adopted	FY 2021 Projected	FY 2022 Adopted	Chg from FY 21 Proj	
						\$	%
City Commission	\$ 127,498	\$ 104,769	\$ 121,114	\$ 125,092	\$ 138,692	\$ 13,600	10.9%
Mayor	36,908	48,375	49,598	44,538	50,905	6,367	14.3%
Finance / Administration	834,194	792,110	856,418	931,404	925,520	(5,884)	-0.6%
City Attorney	280,771	264,611	245,976	225,976	224,720	(1,256)	-0.6%
Support Services	858,377	825,546	875,656	851,249	996,690	145,441	17.1%
Police Department	5,600,916	5,650,280	6,049,646	6,266,088	6,210,046	(56,042)	-0.9%
Fire Department	4,192,141	4,212,675	4,554,000	4,720,252	4,419,754	(300,498)	-6.4%
Building Division	800,507	824,760	771,748	977,757	921,196	(56,561)	-5.8%
Code Enforcement	309,711	320,457	348,338	346,292	373,733	27,441	7.9%
Public Works	1,528,247	1,711,505	1,682,403	2,319,338	1,762,935	(556,403)	-24.0%
Community Bus	50,421	43,475	63,289	52,869	52,809	(60)	-0.1%
Library	400,191	432,740	494,001	483,271	498,537	15,266	3.2%
Recreation	723,880	655,687	750,683	777,954	1,218,566	440,612	56.6%
Total Expenditures	\$ 15,743,764	\$ 15,886,990	\$ 16,862,870	\$ 18,122,080	\$ 17,794,103	\$ (327,977)	-1.8%

City Commission

Costs in this budget include the City's labor attorney, legal advertising, election expenses, funding for local organizations that provide services to the community, and modest compensation for elected officials. The budget contains an estimated contribution of \$10,164 to the Area Agency on Aging and \$1,000 to Broward Regional Health Planning Council. The proposed budget is 10.9% higher than the current year projected total and includes projected election expenses received from the Broward Supervisor of Elections. The budget also includes an increase to the Flexible Spending contribution for elected officials in the amount of \$600 bringing the total to \$2,600 per year for each elected official.

Mayor

This budget provides for the Office of the Mayor including compensation, City newsletters, promotional activities, and City memberships in the Florida and Broward League of Cities. The proposed budget is \$50,905, a 14.3% (\$6,367) increase from the current year. This includes an increase in health insurance premiums, Flexible Spending contribution, and a mailed newsletter.

Finance and Administration

This budget includes the City Administrator, the City Clerk's Office, and Finance. The proposed budget for FY 2021/22 is 0.6% lower than the current year projection due to the increase in salaries/benefits being offset by lower operating expenditures projected in FY 2021/22.

City Attorney

The City Attorney provides comprehensive legal services to the City, and advises officials on a variety of matters. The proposed budget includes the retainer fee and a 3% increase effective October 1, 2021, along with funding for special items not covered by the retainer. The City also hires special counsel whenever necessary and appropriate to do so.

General Fund—Analysis of Fund Balance

General Fund	FY 2019 Actual	FY 2020 Actual	FY 2021 Projected	FY 2022 Projected
Fund Balance, Beginning of Year	\$ 3,845,711	\$ 6,405,133	\$ 7,101,097	\$ 6,466,097
Fund Balance, End of Year	\$ 6,405,133	\$ 7,101,097	\$ 6,466,097	\$ 5,911,281
Nonspendable				
Prepaid Expenses	90,932	89,273	92,000	95,000
Restricted	233,996	251,700	250,000	200,000
Committed				
Minimum Fund Balance	1,416,224	1,443,144	1,443,144	1,491,174
Encumbrances	-	56,176	-	-
Subsequent year's budget	-	225,000	554,816	-
Assigned				
Disaster recovery	2,500,000	2,500,000	2,500,000	2,500,000
Emergency bridge replacement	1,250,000	1,250,000	1,250,000	1,250,000

The purpose of the fund balance categories is to provide classifications that can be more consistently applied between governments. In the chart above, both the FY 2021 and 2022 projections rely on estimates of the use of budget surplus, minimum fund balance, restricted fund balance, and outstanding encumbrances. FY 2022 reflects the use of \$554,816 of fund balance, equal to the amount in the proposed budget. In FY 2019, the City reimbursed itself for a land purchase made in FY 2018 and applicable adjustments were made to the fund balance classifications.

Nonspendable fund balance includes items like prepaid expenses. The City typically prepays its first Workers' Compensation premium since it is due on October 1, prior to the start of the fiscal year. This is not reflected as an expense in the year the funds are disbursed.

Restricted fund balance includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. The building department excess revenues over expenditures are considered restricted.

The **Committed** fund balance classification includes amounts that can be used only for the specific purposes determined by action of the City Commission. In the General Fund, this includes Minimum Fund Balance requirements as established by the Fund Balance Policy, open encumbrances at fiscal year end, and any portion of fund balance designated for use in the following fiscal year budget. Minimum fund balance is based on the operating budget and continues to increase each year since the General Fund budget rises over time.

Amounts in the **Assigned** fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. The Mayor has designated that a total of \$3,750,000 be assigned for emergency and disaster recovery purposes.

Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications.

CITY OF BOCA RATON

FY 2021-22

PROPOSED BUDGET



Scott Singer
Mayor

Andrea Levine O'Rourke
Deputy Mayor

Monica Mayotte
Council Member

Yvette Drucker
Council Member

Andy Thomson
Council Member

Leif J. Ahnell
City Manager

City of Boca Raton FY 21-22 Budget

GENERAL FUND STATEMENT OF FUND BALANCE *

FUND BALANCE October 1, 2020 **\$ 72,262,300**

2020-21 Revenue	\$ 180,446,500	
2020-21 Expenditures	\$ (187,446,500)	
Net Increase (Decrease)	(7,000,000)	

Fund Balance:

Planned Fund Balance	\$ 18,744,700	
Designated Carry Forward	20,431,000	
Hurricane/Disaster Emergency Reserve	18,870,000	
Army Corps of Engineers Reserve	170,000	
Building Permits	7,046,600	
	-0-	\$ 65,262,300

FUND BALANCE October 1, 2021

\$ 65,262,300

2021-22 Revenue	\$ 188,572,000	
2021-22 Expenditures	(204,188,600)	
Net Increase (Decrease)	(15,616,600)	

Fund Balance:

Planned Fund Balance	\$ 19,714,200	
Designated Carry Forward	10,891,500	
Hurricane/Disaster Emergency Reserve	18,870,000	
Army Corps of Engineers Reserve	170,000	
Building Permits	-	
	-0-	\$ 49,645,700

*The Statement of Fund Balances represent the City of Boca Raton actual fund balances as of October 1, 2020. The fund balances for October 1, 2021, are based on anticipated revenues and expenditures. The actual fund balance for fiscal year 2020-21 will be available upon completion of the City's annual audit in early 2022. The reserves shown in the Statement of Fund Balances are based on conservative revenue estimates and one hundred percent (100%) of the budgeted expenditures being expended.

The projected fiscal year 2021-22 fund balance has decreased. Although an increase in revenues is anticipated, the forecast includes an increase in operating expenditures due to an increase in new personnel and programs.

Cost of Unassigned Reserves

Current Unassigned Reserves	7,009,758
Inflation in 2021	7%
Annual Cost to Hold Unassigned Reserves	490,683
Interest Earned on Unassigned Reserves (0.1%)	70,098
Loss to Highland Beach Residents for 2021	(420,585)
 Total Taxable Assessed Value for Highland Beach	 2,737,531,331
 Share of Unassigned Reserves:	
Resident with taxable value of \$250,000	640
Resident with taxable value of \$500,000	1,280
Resident with taxable value of \$1 million	2,561

Cost of Financing

Time Horizon	Loan amount	Loan Amount plus Expenses	Total Cost of Financing	Cost of Financing per Year
10	4,250,000	4,608,344	358,344	35,834
10	5,250,000	5,692,780	442,780	44,278
10	6,250,000	6,777,111	527,111	52,711
15	4,250,000	4,961,278	711,278	47,419
15	5,250,000	6,128,719	878,719	58,581
15	6,250,000	7,295,930	1,045,930	69,729
20	4,475,000	5,633,680	1,158,680	57,934
20	5,475,000	6,891,868	1,416,868	70,843
20	6,475,000	8,150,907	1,675,907	83,795

Unassigned Reserves Covers the Cost of the Fire Rescue Implementation Until Fiscal Year 23/24

	Start Date	End Date	Highland Beach Fire Rescue Implementation Cost	Reduction in Highland Beach Budget Due to Termination of DB Fire Contract		Cost to be Included in Highland Beach Budget for Fire Rescue Implementation	Balance of Unassigned Reserves
							5,906,143
FY 21/22	10/1/2021	9/30/2022	600,000			600,000	5,306,143
FY 22/23	10/1/2022	9/30/2023	4,600,000			4,600,000	706,143
FY 23/24	10/1/2023	9/30/2024	2,700,000	(968,179)	#	1,731,821	(1,025,678)
Apparatus: Lease			1,300,000				
Total Implementation Cost			9,200,000				

Sources to cover shortfall in FY 23/24:

Retain the current tax rate, don't take the reduction for in Debt Service Millage (0.1629 mills)
as part of Water Rate Transition

Can we eliminate or reduce the transfer to water fund, which is about \$1 million?

Can the Building Department contribute to the Fire Rescue Implementation?

When will we know if we receive appropriation from the state?

DB Fire Rescue 2024 Cost Projection	5,669,471	from Matrix Study
DB Fire Rescue Costs - monthly	472,456	
# of months reduction for FY 23/24 HB Budget	5	
Reduction in FY 23/24 Budget due DB Termination	2,362,280	A
Highland Beach Cost Projection for 2024	3,345,842	from Matrix Study
Highland Beach - Monthly Cost	278,820	
# of months in service	5	
Highland Beach Cost for 5 months in service	1,394,101	B
Highland Beach Cost Less Delray Beach Cost: B - A	(968,179)	#

medical services contract, and the early termination of the current agreement, the first year cost for this alternative is approximately \$7,619,216. Within the time frame of the current agreement and the termination provisions, the best course of action would be allowing the contract to expire and establish a public safety department and contract for emergency medical services following the end of the agreement.

It is important to note that this model is adaptive and can range in design from administrative consolidation only to administrative and consolidating functions such as records, training, professional standards etc. From there moving to a full public safety department which would include cross training of police and/or fire personnel could occur from training police in EMS services to full cross training of all police, fire and EMS disciplines.

Emergency Services Alternative Cost Comparison

The following table illustrates the total cost, including the indirect costs, for each alternative and includes the projections for the next five years. For the status quo 3 person rescue the third position is a Lieutenant. For the Municipal 3 person rescue the third position is a driver operator.

Highland Beach Service Alternatives Cost Projection						
Service Alternative	2022 Start	2023 Projection	2024 Projection	2025 Projection	2026 Projection	2027 Projection
Status Quo	\$5,142,377	\$5,399,496	\$5,669,471	\$5,952,944	\$6,250,592	\$6,563,121
Status Quo 3 Person Rescue	\$5,767,377	\$6,055,746	\$6,358,533	\$6,676,460	\$7,010,283	\$7,360,797
Municipal	\$3,436,222	\$3,608,034	\$3,788,435	\$3,977,857	\$4,176,750	\$4,385,587
Municipal 3 Person Rescue	\$3,771,291	\$3,959,856	\$4,157,849	\$4,365,741	\$4,584,028	\$4,813,230
Private Service Provider	\$4,245,523	\$4,457,799	\$4,680,689	\$4,914,724	\$5,160,460	\$5,418,483
Hybrid - Private EMS	\$3,622,821	\$3,803,962	\$3,994,160	\$4,193,868	\$4,403,562	\$4,623,740
Public Safety/Private EMS	\$3,416,551	\$3,587,378	\$3,766,747	\$3,955,085	\$4,152,839	\$4,360,481
Public Safety/Muni EMS	\$3,034,777	\$3,186,516	\$3,345,842	\$3,513,134	\$3,688,791	\$3,873,230

As shown the status quo uses the FY2021 bill recently submitted by Delray Beach with an additional 5% added per year for the projection. This coincides with the current collective bargaining agreement.

For the 3 person rescue options, the status quo would have Delray Beach charging the town for an additional four (4) lieutenant positions. In the municipal option, the project team recommended staffing the rescue with an additional driver operator position to gain the 3rd position on the rescue. This resulted in the need for three (3) additional driver operator positions in the municipal option.

It is important to note that the current contract has language requiring the Town of Highland Beach to pay the salary costs of the surplus personnel for up to three (3) years

Highland Beach Millage Tax Rates are Second Lowest



Real Estate Millage Tax Rates by Municipality

Municipality	Total County Ad Valorem	Total Municipal Ad Valorem		Municipal & Fire		Debt & Other	Non-Ad Valorem
Manalapan	13.3	3.2	=	3.2	+	0.0	178
Highland Beach	13.3	3.6	=	3.2	+	0.4	178
Gulfstream	13.3	3.7	=	3.7	+	0.0	178
Boca Raton	13.3	4.7	=	3.6	+	1.1	323
Ocean Ridge	13.3	6.1	=	5.5	+	0.6	178
Lighthouse Point	14.1	4.2	=	3.6	+	0.7	767
Juno Beach	13.3	6.1	=	5.4	+	0.7	340
Delray Beach	13.3	6.8	=	6.7	+	0.2	242
North Palm Beach	13.3	7.1	=	7.1	+	0.0	271
South Palm Beach	13.3	7.5	=	7.0	+	0.6	96
Tequesta	13.3	7.3	=	6.6	+	0.7	461

Sample Real Estate Tax Bill

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2021 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING	AD VALOREM TAXES				READ REVERSE SIDE BEFORE CALLING	
TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	1,121,745	50,000	1,071,745	4.7815	5,124.55
COUNTY DEBT	561-355-3996	1,121,745	50,000	1,071,745	0.0334	35.80
TOWN OF HIGHLAND BEACH	561-278-4548	1,121,745	50,000	1,071,745	3.2294	3,461.09
TOWN OF HIGHLAND BEACH DEBT	561-278-4548	1,121,745	50,000	1,071,745	0.3930	421.20
CHILDRENS SERVICES COUNCIL	561-740-7000	1,121,745	50,000	1,071,745	0.6233	668.02
F.I.N.D.	561-627-3386	1,121,745	50,000	1,071,745	0.0320	34.30
PBC HEALTH CARE DISTRICT	561-859-1270	1,121,745	50,000	1,071,745	0.7261	778.19
SCHOOL LOCAL	561-434-8837	1,121,745	25,000	1,096,745	3.2480	3,562.23
SCHOOL STATE	561-434-8837	1,121,745	25,000	1,096,745	3.6270	3,977.89
SWMD EVERGLADES CONST PROJECT	561-686-8800	1,121,745	50,000	1,071,745	0.0365	39.12
SO FLA WATER MANAGEMENT DIST.	561-686-8800	1,121,745	50,000	1,071,745	0.1061	113.71
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	1,121,745	50,000	1,071,745	0.1146	122.82
TOTAL AD VALOREM						18,338.92

READ REVERSE SIDE BEFORE CALLING	NON-AD VALOREM ASSESSMENTS		READ REVERSE SIDE BEFORE CALLING
LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
SOLID WASTE AUTHORITY OF PBC	561-640-4000	178.00	178.00

File Attachments for Item:

A. Approve and authorize Town Staff to execute an Agreement with Airgas USA, LLC for the purchase and delivery of carbon dioxide for the Water Treatment Plant. (Piggyback St. Johns County, Florida, Contract # 21-MCC-AIR-13407).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 02/15/2022

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve and Authorize the Public Works Director to purchase an annual supply of Carbon Dioxide from AIRGAS USA LLC

SUMMARY:

The Town of Highland Beach Water Treatment Plant uses carbon dioxide gas to lower the pH level of the drinking water. Lowering the pH level allows for the addition of lime slurry which adds hardness and alkalinity to the water. Hardness and alkalinity to the water improves the taste and makes the water less corrosive. The gas is essential to providing good tasting drinking water to our residents.

Due to the pandemic, there are a number of factors that are limiting the purchase of Carbon Dioxide such as limited vendors and supply chain interruptions. Additionally, Carbon Dioxide has had inflationary price increases which puts the price for the gas over the three quote threshold, as outlined in the Town's purchasing policy.

Staff is recommending the use of the Article V. Direct Acquisition Procurements, (K) Best Interest Acquisition of the Town Purchasing Policy, to procure this product. AIRGAS USA LLC is the only available manufacturer taking on new accounts due to the shortage of this gas. The vendor has agreed to provide the Town with the product based upon the use of the cooperating purchase agreement from St. Johns County; however, the price is different than that outlined in the St. Johns agreement (see attached letter).

FISCAL IMPACT:

\$31,980.00 which was budgeted and approved in the FY2021-2022 Water Budget.

ATTACHMENTS:

Agreement between St. Johns County and AIRGAS, LLC

Letter to Town of Highland Beach from AIRGAS, LLC

RECOMMENDATION:

Commission approval.

AGREEMENT TO PIGGYBACK CONTRACT FOR
PURCHASE AND DELIVERY OF CARBON DIOXIDE

The Town of Highland Beach ("Highland Beach"), with an address at 3616 S. Ocean Blvd, Highland Beach, FL 33487 enters this Agreement to Piggyback Contract for Purchase and Delivery of Carbon Dioxide (the "Agreement") with Airgas USA, LLC ("Airgas"), with an address at 5249 Tampa West, Blvd., Tampa, FL 33634, under the terms and conditions hereinafter provided. Highland Beach and Airgas agree as follows:

1. Airgas entered into an agreement dated August 2, 2021 with St. John's County, Florida, a political subdivision of the State of Florida, Master Contract #21-MCC-AIR-13407, for the supply of carbon dioxide by Airgas to St. John's County (the "St. John's Contract").
2. Highland Beach represents that it has the ability to piggyback onto the existing St. John's Contract, and Highland Beach desires to piggyback onto such contract to provide for Airgas to supply carbon dioxide as provided herein.
3. The St. John's Contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the St. John's Contract are fully binding on the parties and such terms and conditions are incorporated herein.
4. Notwithstanding the requirement that the St. John's Contract is fully binding on the parties, the parties have agreed to modify certain provisions specific to the supply of carbon dioxide to Highland Beach as follows:
 - a. Unit Price is \$0.245 per pound or \$489.25 per ton
 - b. Delivery is \$90.00/delivery and hazmat is \$50.00/delivery
 - c. Highland Beach shall be charged a Restricted Access fee of \$200.00, unless Contractor is given 120 hours per week access to the delivery site, or 24 hours 7 days a week access to the delivery site.
 - d. Highland Beach may elect, for a \$65.00 per month fee, to install a telemetry unit for monitoring tank levels. Use of this option shall place Highland Beach on a forecasted schedule that will signal Contractor when tanks are down to approximately 30% capacity. Highland Beach must make arrangements with Contractor for installation of telemetry monitoring.
 - e. If Highland Beach does not make use of the telemetry monitoring services, Contractor shall also charge a call in fee of \$75.00.
 - f. Any notices under the Agreement required to be sent to "County" shall, with respect to this Agreement and Highland Beach, be sent to Highland Beach at the address specified above.
5. All other provisions in the St. John's Contract are fully binding on the parties and will represent the agreement between the Highland Beach and Airgas.

Entered this day of _____

Town of Highland Beach. (Buyer)

Accepted By: _____

Printed Name: _____

Title: _____

AIRGAS USA, LLC (Seller)

Accepted By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Original Government Contract



CONTRACT AGREEMENT
Bid No: 21-63; Purchase and Delivery of Carbon Dioxide
Master Contract #: 21-MCC-AIR-13407

This Contract Agreement, ("Agreement") is made as of this 2nd day of August, 2021, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Airgas USA, LLC** ("Contractor"), authorized to do business in the State of Florida, with offices located at 5249 Tampa West Blvd., Tampa, FL 33634; Phone: (713) 653-3537; and Email: Jerry.Hensley@Airgas.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of two (2) consecutive calendar years, and shall have three (3) available one (1) year renewal options available for exercise by the County, upon satisfactory performance by the Contractor, continued need for the services, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that renewal is necessary and/or in the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to supply **carbon dioxide** as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 21-63 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Utility Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. The County shall compensate the Contractor based upon the Unit Price of **point zero nine nine cents (\$0.099)** per pound of **carbon dioxide** according to the bid proposal. Charges: Following prior notice and written consent, County shall pay reasonable surcharges that Contractor may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges").

If Contractor should find it necessary at any time to increase the price or Charges, Contractor shall give notice to County and County and Contractor shall have thirty (30) days from receipt of notice to attempt to negotiate mutually acceptable prices. If County and Contractor do not agree to mutually acceptable prices within thirty (30) days, then Contractor may terminate this Agreement upon thirty (30) days written notice.

B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

C. After each delivery, the Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered. The submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Contractor shall invoice County using Contractor's standard invoice format, bills/invoices submitted by the Contractor shall include the following information as a minimum:
- Vendor Information (Full legal Name, Address, Phone, Fax, Email)
 - Date of Invoice, Invoice Number
 - SJC Purchase Order Number, Master Contract Number, Bid Number
 - Unit Price of Product, Total Price of Invoice
 - Quantities Provided, Date(s) of Service, Location(s) Delivered To
- The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Reserved.
- F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Utilities Department
 Attn: Kathy Kelshaw
 1205 State Road 16
 St. Augustine, FL 32084

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than fifteen(15) calendar days from the date the notice is received, in which to cure the default. Failure to cure the default within the timeframe

provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

The Contractor warrants that all Work shall be performed by skilled and competent personnel, and in accordance with industry standards. The Contractor is responsible for the timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one

(1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract. Contractor shall provide thirty (30) days prior written notice to the County prior to any material change or cancellation of the insurance. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. With respect to General Liability and Automobile Liability, the County shall be included as an additional insured up to the policy limits specified herein, but only with respect to those matters for which Contractor is obligated to indemnify the County under the terms of this Agreement and only to the extent of Contractor's said indemnification obligation. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from any third-party claims for liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor in performance of this Agreement.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, CPPB, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Airgas USA, LLC
Attn: Jerry Hensley, VP of Bulk Gases
PO Box 532609
Atlanta, GA 30353-2609

ARTICLE 36 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 41- DELIVERIES

Bulk, including mini and microbulk, storage sites shall be accessible for delivery twenty-four hours per day, seven days a week. Contractor may refuse to deliver product(s) to any County location if Contractor reasonably believes that such location is unsafe or violates any applicable law or regulation, and Contractor shall not be liable for such refusal to deliver, provided Contractor notifies the County of the nature of the unsafe condition or violation. Title and risk of loss of the products shall pass to County upon delivery into the storage vessel. County shall monitor product levels and give Contractor reasonable, advance notice of changes in product volume and/or patterns of use. Deliveries of product shall be accurately measured by Contractor in accordance with industry standards.

ARTICLE 42- WARRANTY

Contractor warrants that, at the time of delivery, all gas products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other products sold by Contractor will conform to Contractor's or manufacturer's standard specifications. Contractor makes no warranty with respect to products manufactured by others, but will, on

request, to the extent permitted, pass on to County any applicable manufacturer's warranty. Contractor warrants that the services shall be performed in a good and workmanlike manner. CONTRACTOR SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. CONTRACTOR MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY CONTRACTOR TO CITY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT CITY'S SOLE RISK.

ARTICLE 43 REMEDIES; LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. CONTRACTOR'S SOLE LIABILITY AND THE COUNTY'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, CONTRACTOR'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT, EQUIPMENT MANUFACTURED BY CONTRACTOR, OR SERVICES PROVIDED BY CONTRACTOR SHALL BE LIMITED TO THE REFUND OF THE CONTRACT PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. ALL CLAIMS BY EITHER THE COUNTY OR CONTRACTOR HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER OF ANY SUCH CLAIMS AND DEFENSE AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "COUNTY" AND "CONTRACTOR" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.

ARTICLE 44: ALLOCATION

In the event of a circumstance beyond Contractor's reasonable control that causes a disruption in Contractor's supply of Products as described in Article 3 of this Agreement, following prompt notice to the County, Contractor may make partial deliveries for the duration of such circumstance. Notwithstanding any provision contained in this article, the County reserves the right to decline any such partial delivery. Contractor shall make reasonable efforts to secure products from other sources to meet its supply obligations, subject to the County's prior written consent to pay any and all additional costs above the Unit Price for its receipt of any such alternative product. Any notification and/or partial delivery made by Contractor that is purchased by the County pursuant to this article, shall satisfy the Contractor's obligation to perform the Scope of Work and shall not constitute a breach of this Agreement.

ARTICLE 45: COMPLIANCE; SDS

County shall instruct its employees and agents to comply, and at all times County shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation, purchase and use of the products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act, and applicable regulations thereunder, and the Foreign Corrupt Practices Act of 1977, as well as any applicable licenses and consents required by such statutes, regulations, laws and regulations, which licenses and consents shall be obtained by County. County acknowledges and agrees that Seller has provided County with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com/sds-search. County understands that the products must not be used without first consulting the SDS.

that the products must not be used without first consulting the SDS.

ARTICLE 46: COUNTY'S RESPONSIBILITIES:

Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. County acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of County to warn and protect all those exposed to such hazards. It is County's responsibility to ensure that: (i) the use of the products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the products are safe for the intended use; and (iii) the products are handled in a safe and professional manner. After delivery of products to County pursuant to this Agreement, County assumes all risk and liability arising out of the onsite storage and use of the products.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL

Full Legal Name

Leigh Daniels
Signature County Representative

Leigh Daniels, CPPB

Printed Name – County Representative

Purchasing Manager

Printed Title

8/2/21
Date of Execution

ATTEST:

**ST. JOHNS COUNTY, FL
CLERK OF CIRCUIT COURT & COMPTROLLER**

Yvonne King
Deputy Clerk

07/30/21
Date of Execution

LEGALLY SUFFICIENT

[Signature]
Deputy County Attorney

7/30/21
Date of Execution

CONTRACTOR:

Airgas USA, LLC

Full Legal Company Name

Jerry Hensley
Signature of Contractor Representative

JERRY HENSLEY - VP GAS Products
Printed Name & Title

7/29/2021
Date of Execution



File Attachments for Item:

B. Approve and authorize the Mayor to execute an Interlocal Agreement for Fire-Rescue Dispatch Services between Palm Beach County and the Town of Highland Beach.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 02/15/2022

SUBMITTED BY: Marshall Labadie, Town Manager
Glen Joseph, Fire Consultant

SUBJECT: Approve and Authorize the Mayor to execute an Interlocal Agreement for Fire-Rescue Dispatch Services between Palm Beach County and the Town of Highland Beach.

SUMMARY:

The Florida Interlocal Cooperation Act of 1969 authorizes cooperation between local governments to provide services and facilities for local communities. Countywide ad valorem tax revenues are used to fund the countywide common fire-rescue dispatch services. Palm Beach County Fire Rescue provides fire-rescue dispatch services based on the Countywide Common Dispatch network to any fire-rescue provider in Palm Beach County.

Adoption of the ILA will transfer all 911 calls for fire-rescue services from the Town's Public Service Answering Point (PSAP) to the County for dispatching. The County will provide the Town with fire-rescue dispatch services communication equipment and provide maintenance and support when needed. They will also provide the Town with emergency response data for our quality improvement program.

FISCAL IMPACT:

Palm Beach County Fire Rescue will provide the communications equipment as part of the ILA. They will also provide maintenance and support of the equipment at no additional cost to the Town, beyond the current contributions through ad valorem taxing.

ATTACHMENTS:

Interlocal Agreement for Fire Rescue Dispatch Services between Palm Beach County and the Town of Highland Beach

RECOMMENDATION:

Approve the Inter-Local Agreement (ILA) for Fire-Rescue Dispatch Services between Palm Beach County and the Town of Highland Beach. Approval of the ILA allows the Town to be included in the Countywide Common Dispatch network. The ILA allows the Town Manager

or his designee to develop and maintain Common Dispatch plans and procedures to facilitate the efficient emergency operations.

**INTERLOCAL AGREEMENT
FOR FIRE-RESCUE DISPATCH SERVICES BETWEEN
PALM BEACH COUNTY AND THE TOWN OF HIGHLAND BEACH**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, 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 Town of Highland Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “Town”).

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, through funding from countywide ad valorem tax revenues for countywide common fire-rescue dispatch services (hereinafter “Countywide Common Dispatch” or “Common Dispatch”), fire-rescue dispatch services may be provided by Palm Beach County Fire-Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the Town upon its commencement of fire-rescue services; and

WHEREAS, the Countywide Common Dispatch program provides a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the Town; and

WHEREAS, the Town and County hereby determine that the public health, safety and welfare are promoted by the County’s provision of fire-rescue dispatch services to the Town pursuant to this Agreement.

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 Town do hereby agree as follows:

ARTICLE I: COMMON DISPATCH

Section 1. Common Dispatch: The Town shall be included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire-Rescue Department) will provide the necessary equipment and services to implement and provide fire-rescue Common Dispatch and related communication services for the Town as detailed herein. Each party hereby authorizes its Fire Chief or designee to meet with the other party's Fire Chief or designee to develop Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, a time-line for Common Dispatch implementation, geographical response boundaries, and other operational details. These plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and the applicable policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the Town's level of participation in the Countywide Common Dispatch program, the equipment that will be provided by the County to the Town for its use in implementing the dispatch services provided by County hereunder (hereinafter the "Equipment"), and a time-line for Common Dispatch implementation. The County shall maintain ownership of all said Equipment.

Section 2. Town Responsibilities:

The Town agrees:

- A To maintain a Common Dispatch Letter(s) of Understanding between the parties' Fire Chiefs as discussed above.
- B. To adopt dispatch protocols mutually agreed upon in the Letter(s) of Understanding referenced above.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the Town's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County to implement the dispatch services

provided by the County hereunder.

- F. To immediately notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To promptly reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To certify the accuracy of Town street addressing included in County database and on a continuing basis promptly notify the County of any necessary changes/updates to the street addressing database.
- K. To assist the County in the annual fixed asset inventory identification process.

Section 3. County Responsibilities:

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the Town's PSAP.
- B. To document unit times (e.g., response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide dispatch related communication support for all emergency fire-rescue incidents.
- D. To provide for Town's use the Equipment necessary to implement Common Dispatch services to the Town.
- E. To provide maintenance and repair to dispatch related Equipment provided to the Town by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.
- G. The commencement date for each of the County's responsibilities, as set forth in paragraphs A-F of this Section, shall be identified in the time-line set forth in the Letter(s) of Understanding between the Fire Chiefs.

ARTICLE II: GENERAL CONTRACT TERMS

Section 1. Preambles: The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor: The County representative and contract monitor during the performance of this Agreement shall be the Assistant Fire Chief, whose telephone number is (561) 616-7000. The Town representative and contract monitor during the performance of this Agreement shall be the Town Manager, whose telephone number is (561) 278-4548.

Section 3. Employee Functions: 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. Relationship of Employees: 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 or officer of either party shall be deemed the employee or officer of the other for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

Section 5. No Assumption of Liability: 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.

Section 6. Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to

the performance of such functions and duties extraterritorially. 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, except as may be otherwise provided for in this Agreement.

Section 7. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the Town shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement. 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 8. Effective Date and Term: This Agreement shall take effect November 1, 2023; provided, however, that the County's obligations hereunder to receive and dispatch emergency calls, and provide related communication support, shall not commence until the commencement of the Town providing fire-rescue services, which is anticipated to begin on May 1, 2024. This Agreement shall continue through April 30, 2034, unless sooner terminated as provided herein.

Section 9. Notice of Termination: Either party to this Agreement may, upon ninety (90) days' prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Notwithstanding anything herein to the contrary, should the Town no longer anticipate that it will commence its own fire-rescue services, then the Town shall promptly notify the County of such, and this Agreement shall not take effect and/or shall automatically terminate upon such notice.

Section 10. Capital Improvement Plans: On an annual basis, the Town shall provide the County with Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within its jurisdiction and/or service area. It is understood that these plans may be modified subsequent to

submission and said plans are subject to subsequent funding allocations and approvals.

Section 11. Assignment of Rights: Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

Section 12. 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 13. Entirety of Agreement: This Agreement, and any Letter(s) of Understanding entered into between the Fire Chiefs as authorized in 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. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective assigns and successors in interest.

Section 14. Nondiscrimination: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Town warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

Section 15. Annual Appropriations: Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

Section 16. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial

exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or the Town.

Section 17. Records: Each party shall maintain all records related to this Agreement or the services delivered under this Agreement in accordance with Florida law and for a period of at least five (5) years. Each party shall provide the other party with access to, and copies of, all such records upon request and at no cost.

Section 18. 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 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 19. 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 20. 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 services provided by the other party. 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 21. 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

and if sent to the Town shall be mailed to:

Town Manager
Town of Highland Beach
3614 South Ocean Blvd,
Highland Beach, FL 33487

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

Section 22. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 23. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 24. Delegation of Duty: This Agreement is an Interlocal agreement for the provision of 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 or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of State, County, or Town officers.

Section 25. HIPAA Compliance: Both parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

Section 26. Force Majeure: County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or

financing, through Acts of God or other cause beyond the reasonable control of the County.

Section 27. 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 28. 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 29. 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 30. E-Verify - Employment Eligibility: Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

[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:

JOSEPH ABRUZZO,
Clerk of the Circuit
Court & Comptroller

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Fire-Rescue

ATTEST:

TOWN OF HIGHLAND BEACH,
FLORIDA

By: _____
Town Clerk

By: _____
Douglas Hillman, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Town Attorney