

**INTERLOCAL SERVICE AGREEMENT BETWEEN  
THE CITY OF DELRAY BEACH AND  
THE TOWN OF HIGHLAND BEACH**

**THIS AGREEMENT** entered into on this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **CITY OF DELRAY BEACH, FLORIDA (“City of Delray Beach”)**, a Florida municipal corporation, and the **TOWN OF HIGHLAND BEACH, FLORIDA (“Town of Highland Beach”)**, a Florida municipal corporation (collectively referred to as “Parties,” or each may be individually referred to as “Party”).

WITNESSETH:

**WHEREAS**, the **Town of Highland Beach** presently does not maintain a Fire and Emergency Medical Services Department with fire fighting and emergency medical equipment and personnel; and

**WHEREAS**, the **City of Delray Beach** does presently maintain such a Fire and Emergency Medical Services Department with fire fighting and emergency medical equipment and personnel; and

**WHEREAS**, there currently exists an Interlocal Agreement between the Parties, providing for comprehensive fire and emergency medical services by the **City of Delray Beach** within the municipal boundaries of the **Town of Highland Beach**; and

**WHEREAS**, Section 163.01, Florida Statutes, authorizes execution of interlocal agreements to provide for such aid and assistance; and

**WHEREAS**, the Parties desire to replace the current Interlocal Agreement with a revised Interlocal Agreement to provide for an increase in the term of the Agreement and to provide for financing of certain fire apparatus.

**NOW, THEREFORE**, in consideration of the promises contained herein, the Parties agree as follows:

1.0 **Incorporation of Recitals.** The above recitals are true and correct and are incorporated as if fully set forth herein. All exhibits to this Agreement are hereby deemed a part hereof.

2.1 **Representations.**

2.2 The **City of Delray Beach** hereby represents to the **Town of Highland Beach** that it has the authority to execute any and all documents necessary to effectuate and implement the terms of this Agreement.

2.3 The **Town of Highland Beach** hereby represents to the **City of Delray Beach** that it has the authority to execute any and all documents necessary to effectuate and implement the terms of this Agreement.

3.1 **Obligations of the Parties.**

3.2 The **City of Delray Beach**, during the term of this Agreement, shall provide the following services to the **Town of Highland Beach** through the Delray Beach Fire-Rescue Department and its officers and personnel:

- A. Fire Suppression.
- B. Heavy Rescue and Associated Extrication.
- C. Basic and Advanced Life Support Pre-Hospital Emergency Medical Services, including emergency transportation to medical facilities.
- D. Public Fire Safety Education.
- E. Fire Prevention and Life Safety Inspections in occupancies other than one and two family residences.
- F. Fire code and Life Safety plans examination and review for building permits for occupancies and structures other than one and two family dwellings.
- G. Initial Hazardous Materials Incident Response and Scene Control.
- H. Emergency Dive-Rescue Services.
- I. Assignment of the Apparatus or other similar vehicle(s) for the primary use of the **Town of Highland Beach**, as provided in Section 4.3(G) below.

3.3 The **City of Delray Beach** assumes no responsibility for emergency preparedness planning and program implementation for the **Town of Highland Beach**, or site cleanup or product/soil removal resulting from a chemical spill or other form of hazardous materials incident occurring within the jurisdiction. The **Town of Highland Beach** shall obtain a “standby” contract with a firm to mitigate potential site issues pertaining to hazardous materials incidents.

3.4 In the event the **City of Delray Beach** is notified by the appropriate

officials in the **Town of Highland Beach** or by the public through the Police-Fire Communication Center of Palm Beach County Fire Rescue, or otherwise, of the existence of a fire or other emergency including the need for emergency medical services within the municipal boundaries of the **Town of Highland Beach**, the **City of Delray Beach** shall supply such emergency equipment and personnel as are then reasonably available to the **City of Delray Beach** in the same manner as provided to the citizens of the **City of Delray Beach**.

3.5 The final and ultimate determination as to whether a particular notification gives rise to a life-threatening or emergency situation shall solely be the policy determination of the personnel of the **City of Delray Beach**.

3.6 This Agreement shall not be construed to impose any obligation, duty, or responsibility whatsoever on the **City of Delray Beach** to provide any specific types, kinds, or numbers of emergency personnel or apparatus at any fire station in the **City of Delray Beach**, or at any emergency scene within the **Town of Highland Beach** within a specific time frame. Palm Beach County Fire Rescue will dispatch and assign the closest, appropriately staffed, and available vehicle(s) to the emergencies within the **Town of Highland Beach** consistent with the level of need of the emergency and the level of resources available to the **City of Delray Beach**.

3.7 The **City of Delray Beach** will daily assign a complement of five (5) certified Fire Fighters, including a Company Officer, an Apparatus Driver/Engineer, and three (3) Fire Fighters to the Fire Station at 3612 South Ocean Boulevard, Highland Beach, Florida. A minimum of three (3) of these personnel shall also be Certified Paramedics. The **City of Delray Beach** shall provide one (1) Fire Suppression Apparatus/Ladder Truck and one (1) Paramedic Rescue Vehicle meeting the specifications of the **City of Delray Beach** Fire-Rescue Department.

Both units shall be equipped and staffed at the Advanced Life Support level. The personnel and the specified apparatus and equipment assigned thereto may be used at any and all times by the **City of Delray Beach** Fire-Rescue Department to support its mission and responsibilities on a system-wide basis. The **City of Delray Beach** is responsible to provide emergency response coverage on a system-wide basis subject to availability of resources. The City shall provide the Town with such additional personnel and equipment as reasonably necessary to respond to emergencies and other calls for service in the Town, subject to the availability of resources.

3.8 The Parties further understand and agree that a possibility exists that the Delray Beach Fire-Rescue Department may receive simultaneous calls for separate accidents, fires, and other public safety concerns. In the event of the simultaneous occurrence of emergencies, the judgment of the Fire Chief of the **City of Delray Beach**, or the senior Fire-Rescue Officer on duty at the time, as to which call should receive first priority response, shall be binding upon the Parties and shall control actions of both Parties. If the **City of Delray Beach** cannot respond to a call for assistance due to multiple calls and/or alarms in progress, all reasonable efforts will then be made by the **City of Delray Beach** to arrange for a suitable response from another agency or jurisdiction cooperating with the **City of Delray Beach** through various mutual aid agreements in effect at that time. The **City of Delray Beach** agrees to notify the **Town of Highland Beach** of any changes in these agreements which would affect its ability to provide services under said agreements.

3.9 The **Town of Highland Beach** acknowledges its responsibility under Section 633.025, Florida Statutes, concerning minimum Fire Safety Standards. The **City of Delray Beach**, through its Fire-Rescue Department, will conduct all necessary or mandatory fire safety inspections and inform the Town Manager of the **Town of Highland Beach** of any fire safety matters which require correction. All inspections referenced herein shall be charged at the same

rates and on the same terms as such inspections are charged within the **City of Delray Beach**. The **Town of Highland Beach** shall enforce all applicable fire safety standards in a timely manner and shall report the abatement and disposition of the reported violations to the **City of Delray Beach**. The **City of Delray Beach**, through its Fire-Rescue Department, will provide all necessary technical assistance to the **Town of Highland Beach** in order to facilitate this process.

3.10 The **Town of Highland Beach** agrees to adopt the same local life safety and fire protection amendments to the State Fire Prevention and Building Codes as may be adopted from time to time by the **City of Delray Beach** in the interest of occupant and Fire Fighter safety.

3.11 The Fire Chief of the **City of Delray Beach** shall have full and complete authority through the normal chain of command over the operation of the Delray Beach Fire-Rescue Department personnel, vehicles, and equipment while in the **Town of Highland Beach**.

3.12 The Delray Beach Fire-Rescue Department shall have complete authority and control over the use and deployment of any and all apparatus and equipment acquired by the **Town of Highland Beach** for its use and to support this Agreement during its original term and periods of renewal.

3.13 The **Town of Highland Beach** officials and employees shall not interfere with the direction, management, and deployment of the Delray Beach Fire-Rescue Department, its personnel, or equipment at any time during fire fighting or other emergency situations. The Town police shall take appropriate action so that citizens and residents shall not interfere with the direction, management, and deployment of the Delray Beach Fire-Rescue Department, its personnel, or equipment at any time during fire fighting or other emergency situations.

3.14 All suggestions or complaints concerning services provided under this

Agreement shall be directed to the attention of the Fire Chief of Delray Beach for proper administrative remedy and/or response, as the case may be. In the event the **Town of Highland Beach** has a dispute with respect to the **City of Delray Beach's** performance hereunder, the **Town of Highland Beach**, by its Town Manager, or other appropriate municipal official, shall forward to the Chief of the Fire-Rescue Department for the **City of Delray Beach** the disputed matter. In the event that the disputed matter is not addressed in a timely manner suitable to the **Town of Highland Beach**, the **Town of Highland Beach** shall request of the Chief of the Delray Beach Fire-Rescue Department that the disputed matter be resolved jointly by the City Manager of the **City of Delray Beach** in consultation with the Town Manager of the **Town of Highland Beach**. If the disputed matter cannot be resolved by the City Manager of the **City of Delray Beach** and the Town Manager of the **Town of Highland Beach** the disputed matter shall be mediated.

3.15 The **City of Delray Beach** Fire-Rescue Department will provide to the **Town of Highland Beach** an annual report of all Fire-Rescue activities occurring within the municipal limits; and the Department shall routinely notify the **Town of Highland Beach's** Building Department of any fires, automatic fire sprinkler activation, or obvious structural damage at any emergency incident under its command that might cause building inspections by the **Town of Highland Beach** to be necessary.

3.16 The **Town of Highland Beach** shall inspect and test annually all fire hydrants within its corporate limits to verify their satisfactory operation and function and agrees to repair or cause to be repaired all fire hydrants, branch valves, and sectional valves within the municipal water distribution system which could affect fire suppression operations. The **Town of Highland Beach** shall forward reports of all tests or inspections referenced herein to the **City**

of **Delray Beach** within fifteen (15) days of performing such test or inspection. It is further understood that all fire hydrant threads and the operating valve direction shall conform with those used by the Delray Beach Fire-Rescue Department. Non-conforming hydrants, if any, shall be changed without delay at the expense of the **Town of Highland Beach**. Inoperative fire hydrants, valves, etc. within the municipal distribution system shall be repaired without delay, by in no case later than thirty (30) days following discovery of any deficiency. Fire hydrants which are placed out of service shall be immediately reported to the Delray Beach Fire-Rescue Department. Immediate notice shall also be given when said fire hydrants are returned to service.

3.17 The **Town of Highland Beach** shall report all street and road closures and openings immediately to the Delray Beach Fire-Rescue Department.

3.18 All exemptions from ordinance and rules, and all pension, insurance, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of the **City of Delray Beach**, when performing their respective functions within the territorial limits of the **City of Delray Beach**, shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties within the **Town of Highland Beach**.

3.19 In addition to all other payments required by this Agreement, the **Town of Highland Beach** shall reimburse the **City of Delray Beach**, at the then current replacement cost, for certain supplies and consumables, such as chemical absorbents, foam agents for hazardous materials vapor suppression, chemical and biological testing agents, and hazardous materials recovery drums and/or other containers used by the Delray Beach Fire-Rescue Department in the performance of emergency duties in the corporate limits of the **Town of Highland Beach**.



3.20 During the term of this Agreement, the **City of Delray Beach** shall be the sole provider of the services enumerated within the **Town of Highland Beach** unless the City requests mutual aid assistance in accordance with 3.8.

3.21 The **Town of Highland Beach** agrees to fully support the **City of Delray Beach** in its initiative to maintain a Certificate of Public Convenience and Necessity (C.O.P.C.N.) for both basic and advanced life support services from Palm Beach County and/or other involved regulatory agencies.

3.22 The **Town of Highland Beach** permits the Delray Beach Fire-Rescue Department to use the **Town of Highland Beach's** Fire Station, its systems, and related site improvements during the term of this Agreement or periods of renewal without rent, license fees, or utility fees for electricity, water, and sewer services, or storm water assessment fees. The **City of Delray Beach** will contract for and pay for its telephone service, use of L.P. gas, routine indoor building maintenance including painting and cleaning of interior finishes, the repair and replacement of all interior doors, and the repair, replacement and calibration of appliances less than \$750.00. The **Town of Highland Beach** will also be responsible for all exterior maintenance and the maintenance and repair of the building's water, sewer, electrical, and air conditioning systems, exterior doors, appliance replacement(s) equal to or exceeding \$750.00, and major interior building repairs and/or extraordinary maintenance.

3.23 The **Town of Highland Beach** shall provide adequate paved parking spaces to cover the needs of personnel assigned to the Fire Station in the **Town of Highland Beach**. Employees of the **City of Delray Beach** will be subject to the same parking policies applicable to employees of the **Town of Highland Beach**.

3.24 Each party agrees that it will be responsible for its own negligence. Nothing contained herein shall be deemed a waiver of sovereign immunity.

4.1 **Consideration.** The consideration for the transaction, effective beginning with payment date of October 1, 2016, is as follows:

4.2 The City of Delray Beach is authorized to invoice residents of the Town of Highland Beach for appropriate, emergency medical services transport fees. The City of Delray Beach agrees that it shall remit to the Town of Highland Beach, no later than sixty (60) days after the end of each fiscal year, an amount equal to all sums actually collected by the City of Delray Beach for the preceding fiscal year for EMS medical transport service calls performed in the Town of Highland Beach by personnel assigned to the Town of Highland Beach fire station.

4.3 The **Town of Highland Beach** agrees to pay the **City of Delray Beach**, during the term of this Agreement, an annual service fee (“service fee”) for the emergency and administrative services enumerated in this Agreement. Cost projections pertaining to the annual service fee shall be provided to the **Town of Highland Beach** by the **City of Delray Beach** on or before June 1<sup>st</sup> of each year and are proportionate to the **City of Delray Beach’s** proposed total annual Fire-Rescue budget. Upon final approval by the **City of Delray Beach** City Commission of its annual budget, the projected annual service fee shall be adjusted as needed to reflect the actual, approved Fire-Rescue budget. The service fee shall be the total of personnel salaries, overtime, fringe benefits, operating/overhead expenses, vehicle apparatus costs, and such other costs and expenses as provided for below.

A. Salaries: Personnel consists of 22.5 positions within the Delray Beach Fire-Rescue Department (“Department”) to include 4.5 Captain positions, 4.5 Driver/Engineer position, 13.0 Fire Fighter / Paramedic positions and .5 Fire Captain/Inspector positions. Salary will be computed annually using the then “in rank” average of individuals employed by the Department.

B. Overtime (including Sick-Leave Incentive): Shall be computed annually using the then “in rank” average of individuals employed by the Department.

C. Fringe benefits (defined as non-wage compensation provided to employees): Shall be computed annually using the then “in rank” average of individuals employed by the Department.

D. Operating/Overhead (defined as all other costs necessary to continually provide emergency and administrative services to the **Town of Highland Beach** less Vehicle Maintenance).

E. Extraordinary events or unusual demands for services, excluding high-rise fires, requiring additional personnel and/or equipment to be stationed within the corporate limits may be billed separately by the **City of Delray Beach** to the **Town of Highland Beach**, based on the actual costs to provide these services. In the case of hazardous materials abatement and/or mitigation, these extraordinary costs shall be paid directly to the vendors or outside contractors involved.

F. Additionally, any personal services costs occurring after June 1st of each calendar year, and above the annual service fee for that year, resulting from Federal, State, County or City mandates without offsetting revenues, shall be directly passed through to the **Town of Highland Beach** for personnel assigned to the Fire Station in the **Town of Highland Beach**.

G. Vehicle Apparatus Costs (rental fee and maintenance fee): It is the intent of the parties that Vehicle Apparatus Costs shall cover all expenses and costs for the lease, interest, and maintenance of the apparatus vehicles (“Apparatus”), as described in Exhibit “A” attached hereto and incorporated herein. Vehicle Apparatus Costs shall include an annual “rental

fee” equivalent to the actual lease and interest expenses for the acquisition of the Apparatus for each fiscal year. Vehicle Apparatus Costs shall also include an annual “maintenance fee” for each fiscal year that shall be an amount estimated by the **City of Delray Beach** as the Apparatus maintenance expenses and costs for that fiscal year. The **Town of Highland Beach** shall pay to the **City of Delray Beach** the estimated amount of maintenance expenses and costs as part of the Vehicle Apparatus Costs, subject to an annual true-up of expenses and costs as provided in section 4.3H. The **City of Delray Beach** agrees to pay the annual lease payment to the lessor of the Apparatus, as described on the agreement in Exhibit “B”, attached hereto and incorporated herein. When in service, the Apparatus shall be designated for the primary use of the **Town of Highland Beach** pursuant to the terms of this agreement. When the Apparatus is out of service, a vehicle of similar specifications shall be designated for the primary use of the **Town of Highland Beach**, the choice of which vehicle is within the sole discretion of the Fire Chief of the **City of Delray Beach**. It will be up to the **City of Delray Beach**, in its sole and absolute discretion, to determine which vehicles to purchase and the time frame in which to purchase the vehicles. The vehicles shall be owned by the **City of Delray Beach** upon the purchase and conclusion of any payment schedule.

H. No later than December 1 following the end of the prior fiscal year, the **City of Delray Beach** shall provide to the **Town of Highland Beach** an accounting of the actual amount of expenses and costs for the prior fiscal year as required by Sections 4.3 A - G above. Should the actual amount for the expenses and costs exceed the previously estimated amount, the **Town of Highland Beach** shall be responsible for payment of the difference, and, vice-versa, should the previously estimated amount exceed the actual amount for the expenses and costs, the **City of Delray Beach** shall be responsible for payment of the difference. Payment to either Party to true-

up any differences as described above shall be made on or before December 31 following the end of the prior fiscal year.

4.4 In addition to all other costs and fees payable pursuant to the terms of this Agreement, the **Town of Highland Beach** shall pay to the **City of Delray Beach** an annual administrative fee of five percent (5%) of the total amount of all contract payments required by this Agreement. The annual administrative fee shall be estimated in the same manner as provided in Section 4.3 above, shall be invoiced and paid in the same manner as provided in Section 4.4 below, and shall be subject to the same yearly true-up as provided in Section 4.3(G) above.

4.5 Commencing October 1, 2016 the **Town of Highland Beach** shall pay monthly to the **City of Delray Beach** one twelfth of the annual service fee based on an estimate prepared by the City June 1<sup>st</sup> of each prior fiscal year. Said payments will be due and payable on or before the first business day of each month. The Finance Department of the **City of Delray Beach** shall invoice the **Town of Highland Beach** for this amount on or before the 15<sup>th</sup> day of the preceding month. Payment can be made by check and payable to the **City of Delray Beach** or via electronic ACH using the following banking information: Bank of America, Delray Beach, FL, ABA# 063-100277, Account# 001450001018, Account Name: City of Delray Beach Claims Account. Notification of said ACH payment should be sent by email to [Finance@mydelraybeach.com](mailto:Finance@mydelraybeach.com), email subject to read "A/R Billing". In the event payment is not made timely, a late charge equal to the then prevailing legal rate of interest shall be added to the **Town of Highland Beach's** liability to the **City of Delray Beach**. Interest shall be compounded daily commencing with the first business day of each month. If payment is not received for two successive months, then upon thirty (30) days' written notice, the **City of Delray Beach** may terminate this agreement.

## 5.1 Miscellaneous Provisions.

5.2 Commencement Date. The term of this Agreement shall commence on October 1, 2016 and extend through midnight on September 30, 2026, with options to renew for additional periods of ten (10) years each upon the mutual agreement of both parties hereto in writing. To exercise the option to renew, the **Town of Highland Beach** shall notify the **City of Delray Beach** of its desire to renew eighteen (18) months prior to the expiration of the initial term or subsequent renewal periods. The **City of Delray Beach** shall notify the **Town of Highland Beach** of its acceptance of the request for renewal within sixty (60) days of the **City's** receipt of the **Town of Highland Beach's** request for renewal. Failure of either Party to comply with these notice provisions shall result in cancellation of the Agreement at the expiration of the initial term or renewal term, unless both Parties decide to waive strict compliance with these notice provisions.

## 5.3 Termination

A. This Agreement may be terminated for good cause only in the event of breach of its terms or in the event of the inability of the **City of Delray Beach** to provide the services specified herein. In the event that either Party desires to terminate this Agreement for good cause resulting from the breach of its terms, the Party alleging the breach shall give notice of its intent to terminate this Agreement at the end of a contract year upon submission to the other party. Said notice shall be in writing and shall be given at least twelve (12) months prior to the end of any twelve month period which commences on October 1<sup>st</sup> and terminates on September 30<sup>th</sup> of the subsequent year. If an impasse arises as to whether either Party has breached this Agreement, the Parties shall first attempt to resolve the dispute through non-binding mediation. In the event of termination for cause resulting from the inability of the **City of**

**Delray Beach** to provide the services specified pursuant to the terms of this Agreement, the **City of Delray Beach** shall provide the **Town of Highland Beach** at least twelve (12) months' written notice prior to the end of any twelve month period which commences on October 1<sup>st</sup> and terminates on September 30<sup>th</sup> of the subsequent year.

B. Either party may terminate this agreement with thirty six (36) months written notice. In the event that the **Town of Highland Beach** desires to terminate the Agreement with less than thirty six (36) months written notice, the **Town of Highland Beach** will pay to the **City of Delray Beach** all of the City's actual surplus personnel costs as a result of the early termination by **Town of Highland Beach** for a period up to thirty six (36) months from the termination.

C. In the event the Agreement is terminated for any reason, the **Town of Highland Beach** shall be required to accept an assignment of the lease and make all remaining payments for the Apparatus. If Lessor refuses to assign the lease to the **Town of Highland Beach**, the **Town of Highland Beach** shall be required to pay the **City of Delray Beach** a lump sum sufficient to satisfy and eliminate any future obligation of the **City of Delray Beach** to Lessor for the Apparatus. Said lump sum payment to the **City of Delray Beach** shall be due and payable in full at the termination of the Agreement.

5.4 Post-Agreement Ownership of Apparatus. At the expiration of the term of this Agreement, provided that this Agreement is not terminated pursuant to the provisions of Section 5.3 ("Termination") above, and provided that the costs of the Apparatus have been paid in full and there is no further financial obligation for the Apparatus on the part of the **City of Delray Beach**, the **Town of Highland Beach** shall purchase the Apparatus from the **City of Delray Beach** for the price of Ten Dollars (\$10.00) and other good and valuable consideration, the

sufficiency of which is hereby acknowledged. If, at the culmination of this Agreement, there remains any further financial obligation for the Apparatus on the part of the **City of Delray Beach**, the **Town of Highland Beach** shall make payment of such further financial obligation to the **City of Delray Beach** in exchange for the **City of Delray Beach's** rights and interests in the Apparatus.

5.5 Modification. This Agreement may only be amended or modified in writing and executed by all Parties to this Agreement, except as previously provided above with reference to the annual service fee.

5.6 Notice. All notifications of claims shall be provided in writing to the respective Town Manager and City Manager of the Parties. This does not apply to notifications of necessity for supplying of emergency services which are the subject of this Agreement.

For the present, the **Town of Highland Beach** and the **City of Delray Beach** designate the following as the respective places for giving notice:

**City of Delray Beach:**

City Manager  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

**Town of Highland Beach:**

Town Manager  
3614 South Ocean Boulevard  
Highland Beach, FL 33487

5.7 Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

5.8 Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.



5.9 Waiver. Failure of any Party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right, but the same shall remain in full force and effect.

5.10 Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

5.11 Joint Defense. In the event that the validity of this Agreement is challenged through legal proceedings or otherwise, the Parties agree to cooperate with each other in defense of this Agreement, with each Party to bear its own attorney's fees and costs associated with such defense.

5.12 Provisions Severable. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Parties do business. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

5.13 Assignments. Neither Party may assign its obligations under this Agreement without the consent of the other Party, which consent can be granted or withheld in the sole discretion of the other Party. Notwithstanding the preceding sentence, the **Town of Highland Beach** hereby recognizes and acknowledges that the **City of Delray Beach** may assign its obligations under this Agreement to Palm Beach County and/or Palm Beach County Fire Rescue,

without further consent by the **Town of Highland Beach**. Should the **City of Delray Beach** exercise its right to assign its obligations under this Agreement to Palm Beach County and/or Palm Beach County Fire Rescue, the **Town of Highland Beach** may terminate this agreement upon twelve (12) months' written notice, provided that such written notice must be provided to the **City of Delray Beach** no later than ninety (90) days following notification to the **Town of Highland Beach** by the **City of Delray Beach** of its intention to assign this Agreement to Palm Beach County and/or Palm Beach County Fire Rescue.

5.14 No Third-Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

5.15 Remedies. Each Party hereto recognizes and agrees that the violation of any term, provision, or condition of this Agreement may cause irreparable damage to the other Party which may be difficult to ascertain, and the award of any sum of damages may not be adequate relief to such Party. Each Party therefore agrees that, in addition to other remedies available in the event of a breach of this Agreement, any other Party shall have a right to equitable relief including, but not limited to, the remedy of specific performance.

5.16 Counterpart Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

5.17 Venue/Laws. This Agreement shall be construed under the laws of the State of Florida with venue in Palm Beach County, Florida.

5.18 Entire Agreement. This Agreement represents the entire Agreement between

the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

5.19 Agreement to be Filed. This Agreement and subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County in conformity with Section 163.01(11), Florida Statutes.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed  
by their duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Cary D. Glickstein, Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

ATTEST:

TOWN OF HIGHLAND BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Mayor

Approved as to Form:

\_\_\_\_\_  
Town Attorney

## EXHIBIT A



powered by **HALL-MARK**  
**REVgroup.com**

### Rescue Transport

One (1) 2017 Custom Horton model 623, to be built and equipped with the required additional equipment.

Base Price per Florida Sheriffs Association: \$219,950.00

Options: \$118,483.00

Total Financed price of Rescue Transport Vehicle: \$338,433.00 (1)

Equipment & Supplies: \$106,951.00 (1)



### Ladder Truck

One (1) Pierce Impel 75' HAL, to be built and equipped with the required additional equipment.

Base Price per Florida Sheriffs Association: \$659,018.00

Options: \$173,233.00

Total Financed price of Ladder Truck: \$832,251.00 (1)

Equipment & Supplies: \$84,382.00 (1)



(1) Rates and Charges may change based upon the apparatus order date.

## EXHIBIT B



Vendor

### Hall-Mark Fire Apparatus

#### Rescue Transport Lease Terms (1)

A lease-purchase financing, with payment made annually in arrears, due 1 year after contract signed with Leasing 2, Inc.

Term: 7 years

Number of payments: 7 annual

Lease Payment Amount: \$54,087.72



#### Ladder Truck Lease Terms (1)

A lease-purchase financing, with payment made annually in arrears, due 1 year after contract signed with PNC Equipment Finance.

Term: 10 years

Number of payments: 10 annual

Lease Payment Amount: \$95,036.75

**(1) Rates and Charges may change based upon the apparatus order date.**