




MEMORANDUM

TO: Mayor and Commissioners

FROM: Donald B. Cooper, City Manager 

DATE: February 8, 2016

SUBJECT: Report of Backup Fire Utilization by the Town of Highland Beach

This report has been prepared at the request of the Vice Mayor (attached). The City of Delray Beach (DB) entered into an inter-local agreement with the Town of Highland Beach (HB) in July of 2002 (attached) for the provision of Fire and Emergency Medical Service. Initial term of the agreement is 15 years (expiring July 2017).

Section 3.6 provides that equipment provided by the Town of Highland Beach is not available the City of Delray Beach will provide appropriate replacement.

Section 3.21 provides that HB will “financially support” vehicle and equipment replace as determined by DB. Section 3.27 provides that provided HB fully pays for any equipment acquired under the agreement that title will be transferred to HB.

Section 4.0 and subsections 4.1 – 4.3 detail what may be charged by DB and for what services and costs and what HB is required to pay for including consequences of failure to make payment.

Section 5.1 and 5.3 deal with renewal and termination.

On July 7, 2015 I informed the HB Town Manager that Delray Beach would no longer utilize the HP 1995 Sutphen Fire Apparatus due to unreliability via letter (attached). This issue has been raised numerous times, by Fire Chief Danielle Connor, to my being involved in this process and by myself at my first meeting with the HP on this matter. DB equipment has been stationed there pursuant to that notice.

RE: Report of Backup Fire Utilization by the Town of Highland Beach
February 8, 2016
Page 2 of 2

Commencing September 1, 2015 the City of Delray Beach began invoicing the Town of Highland Beach for the use of DB Fire Apparatus at the rate of \$8,500 per month (attached). HB has paid the invoice amount to date. Pursuant to the agreement there is no specific provision that provides for "rental" of DB equipment within the agreement however, the agreement does not contemplate DB provide equipment on a regular basis hence the charge for the equipment.

A determination of breach of the agreement would have to be made by the Commission such a request has not been brought forth by staff due to the ongoing negotiations with HB. I have requested that HB respond to the Commission directed changes to the agreement, expeditiously, in order for both parties to determine future course of action.

DC/sy
(Attachments)

cc: Danielle Connor, Fire Chief
Noel Pfeffer, City Attorney
Jack Warner, Chief Financial Officer

Cooper, Donald

From: Petrolia, Shelly
Sent: Thursday, February 04, 2016 9:00 PM
To: Cooper, Donald
Cc: Glickstein, Cary; Jarjura, Jordana; Katz, Mitchell; Jacquet, Al
Subject: Fwd: Highland Beach(HB) Fire/Rescue Debacle-- More Insanity, a Rent-Free Truck?

Good Evening Mr. Cooper,

Please report back to the commission on the issue raised by Mr. MacNamee below regarding whether our backup fire truck has been stationed in Highland Beach and if so, for how long and how Delray is being compensated for the use of our fire truck.

Thank You,

Shelly Petrolia
Vice Mayor
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, FL 33444

Petrolia@mydelraybeach.com
Phone: (561) 243-7010

Note to Mayor & Commissioners. This message is for your information only. To comply with the Sunshine Law, please do not reply to this message.

PUBLIC RECORDS NOTE: Florida has a very broad public records law. Most written communications to or from local officials, employees, or the general public regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

PLEASE NOTE: Pursuant to Florida's Government in the Sunshine Act (a.k.a. "Sunshine Law"), e-mails containing city business should be directed to either: **all City Commissioners or only 1 City Commissioner at a time and should not include prior responses from the other Commissioners** in order to avoid the perception that a third party is acting as a liaison between Commissioners.

Begin forwarded message:

From: Kenneth MacNamee <kjmacnamee@yahoo.com>
Date: February 4, 2016 at 8:26:28 PM EST
To: Mayor Commissioners <commissioners_mayor@ci.delray-beach.fl.us>
Cc: Donald Cooper <cooperd@mydelraybeach.com>, CONNOR <connor@mydelraybeach.com>, Gottesman Marisa <mgottesman@sun-sentinel.com>, "randy@bocamag.com" <randy@bocamag.com>, "mbuczyner@cbs12.com" <mbuczyner@cbs12.com>, Charlie Keegan <charlie.keegan@wptv.com>, Vince Dole <gelod3@yahoo.com>

Subject: Fw: Highland Beach(HB) Fire/Rescue Debacle-- More Insanity, a Rent-Free Truck?

Reply-To: Kenneth MacNamee <kjmacnamee@yahoo.com>

Commissioners (and Concerned Delray Citizens):

I rode my bike down to the HB Fire/Rescue Station to see the old ladder truck that was supposed to have been replaced years ago. The Delray Firemen there told me the HB truck was scrapped last year. The ladder truck in the HB garage was Delray's sole back up truck and had been there for 9 months!

I came home and checked the 2016 City Budget. There is no Rental Income for the City nor any Rental Expense for the HB cost center. I hope I am wrong but the City's financial records indicate the City is giving HB the use of our truck for "FREE"!

If so, how could CM Cooper and Fire Chief Connor be that irresponsible? Ms. Connor stated at the 2/2/16 Commission meeting that HB was in breach/default of our contract for failing to provide a new truck going back several years. Instead of threatening contract termination, they have again rewarded HB for its truculence by giving them a FREE truck!

I estimate we should be charging HB about \$8K per month for supplying them with a truck. So, in addition to the \$564,968 Delray has LOST in providing Fire/Rescue service to HB over the last 3 years, one can another \$80K!

Just another example of CM Cooper putting HB's well being way ahead of Delray's!

Mayor Glickstein, you were adamant about "clawback" in the upcoming contract. I suggest you start right here with a "clawback" and send HB an \$80K bill for 10 months of renting Delray's truck. Then, the Commission has a far bigger problem-- what do you do with CM Cooper for letting this debacle get worse and leave Delray without a back up ladder truck for 10 months?

----- Forwarded Message -----

From: Kenneth MacNamee <kjmacnamee@yahoo.com>

To: Mayor Commissioners <commissioners_mayor@ci.delray-beach.fl.us>

Cc: Donald Cooper <cooperd@mydelraybeach.com>; Noel Pfeffer <pfeffer@mydelraybeach.com>; Gottesman Marisa <mgottesman@sun-sentinel.com>; "randy@bocamag.com" <randy@bocamag.com>; "mbuczyner@cbs12.com" <mbuczyner@cbs12.com>; Vince Dole <gelod3@yahoo.com>; Charlie Keegan <charlie.keegan@wptv.com>

Sent: Tuesday, February 2, 2016 2:19 PM

Subject: Highland Beach Fire/Rescue Debacle-- Here We Go Again! Delray Taxpayers Take It in the Neck!

Concerned Delray Citizens and Commissioners:

On tonight's Commission Agenda (Item 8 B), there is another "DEBACLE"! The CM and CA are recommending that the City enter into a 10 year contract with Highland Beach (HB):

- (1)- At cost, for 'sweat' only, "no profit" at an undisclosed sum (approximately \$3.5M annually)
- (2)- With no escape or 'out' clause without cause. It should be 180 days or less.
- (3)- With no indemnification/hold harmless clause that I could find in the 22 pages. We appear on the hook fro litigation.

After the CM's debacle with failing to recommend market dockage rental rates twice, one would think he learned his lesson. To the contrary, he is recommending a far greater loss to Delray taxpayers. With the City heading into litigation over the MatchPoint tennis contract because there is no 'out' clause, one would think the CA would cover that here with HB. Nah!

Here is the BIG picture how Delray has been 'schooled' and treated as "sharecroppers, servants, butlers, etc." for the affluent, tony enclaves of Gulf Stream (GS) and HB.

A few years ago under former CM Harden's regime, Delray entered into an extended Intralocal agreement with GS until 2019. Even now with escalations, Delray gets less than \$500K from GS annually. That wouldn't come close to buying one fire truck. Fire/Rescue costs a GS homeowner less than one half mill (.5) in real estate taxes. GS is so affluent it spends a full mill of its total 5 mill rate on Legal Fees fighting a Public Records lawsuit. That's right, they spend double on a frivolous lawsuit that they are losing than they pay for Fire/Rescue.

HB's total operating millage is 3.5 (or half of Delray's 7.1). Its Fire Rescue cost is 1.71 mills. And for the lucky citizens in Delray? You pay approximately 2.5 mills, net!

I am tired of hearing the CM and the Commissioners saying "we need money, we're broke, we don't have money to complete sidewalk installs in the NW and SW neighborhoods, we can't correct mundane "process" breakdowns and shortcomings, etc." but the City has the wherewithal to provide our wealthy neighbors with "no profit" services? You've got to be kidding me!

Like the Mayor, I was in the Townhouse For Sale business. Our goal was a 25% markup above cost. When it fell to 20%, we passed on deals or got out of the business. That is what the City should do here with HB. Its deleterious alternatives are threefold:

- (1)- Provide its own Fire/Rescue service. It would be cost prohibitive and raise its millage rate to the exorbitant Delray level of 7.
- (2)- Go to County and pay 3.47 mills
- (3)- Go to Boca. Good luck on getting them to work for nothing!

Commissioners, please look out "solely" for the best interests of Delray citizens and taxpayers and rectify the 3



07/10/2002 12:31:55 20020348943
OR BK 13892 PG 1660
Palm Beach County, Florida

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

*Good thru
Sept. 2017*

THIS AGREEMENT entered into on this 3 day of July, 2002 by and
between the **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation,
and the **TOWN OF HIGHLAND BEACH, FLORIDA**, a Florida municipal corporation.

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, it is deemed mutually advantageous to enter into this Agreement,
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, Florida Statutes § 163.01 authorizes execution of interlocal
agreements to provide for such aid and assistance.

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

Return to City Clerk, 100 NW 1st Avenue, Delray Beach, FL 33444

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.

2.0 Representations.

2.1 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.

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

3.0 Obligations of the Parties.

3.1 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.

3.2 The **City of Delray Beach** assumes no responsibility for emergency preparedness planning and program implementation for the **Town of Highland Beach**; or site clean up 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 a hazardous materials incident.

3.3 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 the **City of Delray Beach**, 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 Delray Beach.

3.4 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**.

3.5 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. The **City of Delray Beach** will dispatch and assign the closest, appropriately staffed and available vehicle(s) to 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**.

3.6 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. A minimum of three (3) of these personnel shall also be Certified Paramedics. The **Town** shall provide one (1) Fire Suppression Apparatus; and one (1) Paramedic Rescue Vehicle meeting the specifications of the **City of Delray Beach** Fire-Rescue Department. When the equipment provided by the **Town** is not available for deployment, appropriate replacement apparatus will be provided by the **City of Delray Beach**. Both units shall be equipped and staffed at the Advanced Life Support level. These 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.

3.7 The parties hereto 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 problems. In the event of

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 hereto and shall control actions of both parties hereto. If the **City of Delray Beach** can not 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 the 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

3.8 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 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. 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.

3.9 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.

3.10 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 Delray Beach Fire-Rescue Department personnel, vehicles and equipment while in the **Town of Highland Beach**.

3.11 The Delray Beach Fire 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 or periods of renewal.

3.12 The **Town of Highland Beach** officials and employees and 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.

3.13 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 governing body, Mayor, 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** shall request of the Chief of the Fire Department for the **City of Delray Beach** that the disputed matter be resolved by the City Manager of the **City of Delray Beach**. If the disputed matter cannot be resolved by the City Manager of the **City of Delray Beach**, the disputed matter shall be scheduled on the next available Delray Beach City Commission meeting or workshop as the City Manager deems appropriate.

3.14 The **City of Delray Beach** Fire-Rescue Department will provide to the **Town** and annual report of all Fire-Rescue activities occurring within the municipal limits; and the Department shall routinely notify the **Town'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** to be necessary.

3.15 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. 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, but 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 **City of Delray Beach Fire-Rescue Department**. Immediate notice shall also be given when said fire hydrants are returned to service.

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

3.17 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**.

3.18 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 Fire-Rescue Department in the performance of emergency duties in the corporate limits of the **Town of Highland Beach**.

3.19 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**.

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

3.21 The **Town of Highland Beach** agrees to honor and financially support the equipment and vehicle replacement schedules and service life projections established and in effect by the **City of Delray Beach** which reflect anticipated points in time that Fire and Rescue apparatus and equipment should be replaced based on service reliability, maintenance cost, changes in safety standards and technology.

3.22 The **Town of Highland Beach** also agrees to financially support any modifications or additions which may become necessary from time to time to insure the reliability and coverage of the public safety radio system utilized by the **City of Delray Beach** Fire-Rescue Department while operating in the **Town**.

3.23 The **Town of Highland Beach** permits the Delray Beach Fire Department to use the **Town'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 interior building maintenance including painting and cleaning of all interior finishes; the repair and replacement of all interior doors; and the repair and calibration of cooking equipment, refrigerators, ice machines, etc. 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) exceeding \$250.00, and major interior building repairs and/or extraordinary maintenance. **The Town shall also be responsible for extraordinary apparatus/vehicle maintenance expenses not contemplated as part of Operating Expenses in Section 21, above.**

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

3.25 **The Town of Highland Beach** shall maintain a comprehensive insurance policy to provide for the repair and/or replacement of its rescue vehicle and Fire Fighting Apparatus and/or related equipment, should this equipment be damaged in a vehicular accident, storm or similar other circumstance. The face amount of said insurance policy shall be equal to the original cost of the apparatus and equipment to be insured, and it shall be maintained by the **Town of Highland Beach** during the term of this Agreement and for periods of renewal and it shall name the **City of Delray Beach** as an additional insured.

3.26 Each party agrees that it will be responsible for its own negligence, except that the **Town of Highland Beach** shall be responsible for damages to equipment as referenced in the preceding paragraph. Nothing contained herein shall be deemed a waiver of sovereign immunity.

3.27 The Town of Highland Beach shall gain and hold title(s) for any vehicular apparatus or other equipment acquired under this Agreement, where titles are normally issued, at such time that full and final payment has been made by the Town of Highland Beach on such apparatus or equipment and the title has been transferred.

4.0 **Consideration.** The consideration for the transaction is as follows:

4.1 The City of Delray Beach may invoice residents of the Town of Highland Beach appropriate, emergency medical service transport fees. However, transport fees which are not covered by the patient's insurance will be off-set by the Town on behalf of its residents by a quarterly payment to the City of Delray Beach in the amount of \$3,000. The combination of patient insurance reimbursement and the quarterly payment by the Town to the City of Delray Beach represent full and total payment for any emergency medical service transport fees charged to residents of the Town.

4.2 The Town of Highland Beach agrees to pay the City of Delray Beach, during the term of this Agreement, an annual 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 by the City of Delray Beach on or before June 1st of each year. The fee shall be the total of personnel costs, employee benefits, operating expenses and overhead as described below:

A. Personnel Costs: 22.5 positions within the City of Delray Beach Fire-Rescue Department to include 4.50 Lieutenant positions, 4.50 Driver/Engineer positions, 13.00 Fire Fighter/Paramedic positions and .50 Fire

Lieutenant/Inspector positions. Salary will be computed annually using the then, "in-rank" average of individuals employed by the Department.

B. Employee Benefits: Shall be based annually on an "in-rank" average using the same allocation of personnel enumerated in "Personnel Costs", above.

C. Operating Expenses: Shall be fixed for the 02-03 fiscal year at \$50,792 using a five year average of costs for FY 96-97 through FY 00-01. Following fiscal years shall be based on the 02-03 fiscal year multiplied by the cost of living adjustment as stated in the "all Urban Consumers-United States" Consumer Price Index (CPI) as reported by the United State Government Bureau of Labor Statistics for the 12 month period ending April 30th of each year. Extraordinary expenses are provided for in Section 21, below.

D. Overhead: Shall be fixed for the 02-03 fiscal year at \$120,000. Following fiscal years shall be based on the 02-03 fiscal year multiplied by the cost of living adjustment as stated in the "All urban Consumers-United States" Consumer Price Index (CIP) as reported by the United States Government Bureau of Labor Statistics for the 12 month period ending April 30th of each year.

E. Extraordinary events or unusual demands for services 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 t 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 referenced CIP, resulting from Federal, State or County mandates without off-setting revenues, shall be directly passed through to the **Town of Highland Beach** for personnel assigned to the Fire Station in Highland Beach.

4.3 Beginning October 1, 2002, the **Town of Highland Beach** shall pay monthly to the **City of Delray Beach** one twelfth of the annual service fee during the term of the Agreement. Said payment 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 bill the **Town of Highland Beach** for this amount on or before the 15th day of the preceding month. 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 notice, the **City of Delray Beach** may terminate its responsibilities as provided herein.

5.0 Miscellaneous Provisions.

5.1 Commencement Date.

The term of this Agreement shall be for fifteen (15) years beginning October 1, 2002 and extending through midnight on September 30, 2017, 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 subsequent renewal term, unless both parties decide to waive strict compliance with these notice provisions.

5.2 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 1st and terminates on September 30th of the subsequent year. If an impasse arises as to whether either party has breached this Agreement, each party shall select an independent party to act as an arbitrator, and the two

arbitrators selected by the parties shall select a third arbitrator and the arbitrators by majority vote shall decide whether the party has breached this Agreement and shall also decide any other dispute arising hereunder. Said arbitrators shall act in accordance with the rules of the American Arbitration Association and the parties hereby agree that they shall be bound by the decision of the arbitrators. 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 notice prior to the end of any twelve month period which commences on October 1st and terminates on September 30th of the subsequent year.

B. In the event that the **Town of Highland Beach** desires to provide its own Fire-Rescue services or contract with another agency for this service, the Town of Highland Beach shall give the **City of Delray Beach** at least twenty-four (24) months written notice of its intent to terminate the Agreement.

5.3 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.

5.4 Notice. All notifications of claims shall be provided in writing to the respective Town Manager and City Manager of the parties hereto. 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: David T. Harden, City Manager
100 N.W. 1st Avenue
Delray Beach, FL 33444

Town of Highland Beach: Ben Saag, Town Manager
3614 South Ocean Boulevard
Highland Beach, FL 33487

5.5 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has 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.

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

5.7 Waiver. Failure of any parties 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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 parties which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. 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.

5.13 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.

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

5.15 Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or Agreements either written or oral.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this 3 day of July, 2002.

ATTEST:

Barbara Lavito
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: David W. Schmidt
David Schmidt, Mayor

Approved as to Form:

Susan A. Puley
City Attorney

ATTEST:

Doris M. Stanley
Town Clerk

TOWN OF HIGHLAND BEACH, FLORIDA

By: *Thomas J. Reid*
Thomas J. Reid, Mayor

Approved as to Form:

[Signature]
Town Attorney

FILE COPY

CITY OF DELRAY BEACH



1993
2001

100 N.W. 1st AVENUE • DELRAY BEACH, FLORIDA 33444 • 561/243-7000

July 7, 2015

Mrs. Beverly M. Brown
Town of Highland Beach
3614 S. Ocean Boulevard
Highland Beach, FL 33487

**RE: DECOMMISSIONING OF HIGHLAND BEACH SUTPHEN FIRE
APPARATUS (9551)**

Dear Mrs. Brown,

During a recent inquiry, it was determined that Highland Beach's 1995 Sutphen Fire Apparatus status as "unavailable" due to mechanical failure exceeded 130 days each of the past five (5) years. During the timeframe, consisting of March 2010 through March 2015, the aerial apparatus has been out of service for mechanical failures a total of 793 of the possible 1,825 days. This represents that the apparatus was unavailable 43% of the time and speaks to its dismal record of reliability. Similarly, during the same time period, the Sutphen aerial truck has a cumulative maintenance and repair cost of \$156,598. As averaged per year, the City has remunerated \$31,319.60 in repair costs in its attempts to maintain apparatus service reliability.

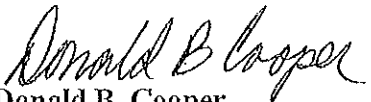
Faced with the data above and the prospect that the apparatus will continue to deteriorate, the apparatus has proven to be unreliable and the cost of maintaining it in our organization's fleet is unsustainable. Therefore, this letter is to notify you of the intentions of the Delray Beach Fire-Rescue Department to decommission Highland

**RE: DECOMMISSIONING OF HIGHLAND BEACH SUTPHEN FIRE
APPARATUS (9551)**

Page 2 of 2

Beach 104' Sutphen Fire Apparatus (Unit ID #9551). Inasmuch, effective immediately, the apparatus will be permanently removed from primary response and reserve response status.

Sincerely,


Donald B. Cooper
City Manager of Delray Beach

cc: Danielle Connor, Fire Chief
Victor Williams, Assistant Fire Chief of Administration
Kevin Rummel, Fleet Maintenance Superintendent
Jack Warner, Chief Financial Officer
Noel Pfeffer, City Attorney

PAID CHARGE LISTING

PREPARED 2/05/16, 7:48:25

PROGRAM MP413L2
 City of Delray Beach Florida
 CHARGE CODE.....
 FROM DATE.....
 TO DATE.....
 SORT SELECTION.....
 DATE RANGE TYPE.....

9/01/15
 2/05/16
 NUMBER
 PAYMENT

CUST#	TP	NAME	CHG	TRANS	CHRG	DESC	PYMT	TRANS	PYMT	APP	BN	RECEIPT	PYMT	AMOUNT
617	MS	TOWN OF HIGHLAND BEA	DATE	DATE	CODE		DATE	DATE	DATE				#	
			9/01/15	9/01/15	EMS01	EMS FEES-HIGHLAND BE	9/09/15	9/09/15	02	40330	174467	258,755.42		
			9/01/15	9/01/15	MISC	MISCELLANEOUS BILLIN	9/09/15	9/09/15	02	40330	174467	3,000.00		
			8/25/15	9/01/15	MISC	LADDER TRUCK - EQUIP	9/09/15	9/09/15	02	40330	174467	8,500.00		
			8/25/15	8/25/15	HBWEL	HIGHLAND BEACH WELLN	9/24/15	9/24/15	00	254195	174947	1,203.00		
			8/25/15	8/25/15	HBWEL	HIGHLAND BEACH WELLN	9/24/15	9/24/15	00	254195	174948	1,203.00		
			8/25/15	8/25/15	HBWEL	HIGHLAND BEACH WELLN	9/24/15	9/24/15	00	254195	174948	1,367.00		
			10/01/15	10/01/15	EMS01	EMS FEES-HIGHLAND BE	10/19/15	10/19/15	00	157211	176014	268,512.92		
			10/01/15	10/01/15	MISC	LADDER TRUCK - EQUIP	10/19/15	10/19/15	00	157211	176014	8,500.00		
			11/01/15	11/01/15	EMS01	EMS FEES-HIGHLAND BE	11/10/15	11/10/15	02	34836	177239	268,512.92		
			11/01/15	11/01/15	MISC	LADDER TRUCK - EQUIP	11/10/15	11/10/15	02	34836	177239	8,500.00		
			12/01/15	12/01/15	EMS01	EMS FEES-HIGHLAND BE	12/11/15	12/11/15	00	157321	178639	268,512.92		
			12/01/15	12/01/15	MISC	MISCELLANEOUS BILLIN	12/11/15	12/11/15	00	157321	178639	3,000.00		
			12/01/15	12/01/15	MISC	LADDER TRUCK - EQUIP	12/11/15	12/11/15	00	157321	178639	8,500.00		
			1/01/16	1/01/16	EMS01	EMS FEES-HIGHLAND BE	1/12/16	1/12/16	00	40567	180077	268,512.92		
			1/01/16	1/01/16	MISC	LADDER TRUCK - EQUIP	1/12/16	1/12/16	00	40567	180077	8,500.00		

* CUSTOMER/TOTAL *

1,384,080.10

** REPORT TOTAL **

1,384,080.10



INVOICE

40330

City of Delray Beach, Florida
100 N.W. First Avenue
Delray Beach, Florida, 33444

(561) 243-7000

CUSTOMER NUMBER	DATE
617	9/01/15
CUSTOMER TYPE:	
MS - MISCELLANEOUS BILLINGS	

TO: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
BOCA RATON, FL 33487

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	EMS FEES-HIGHLAND BEACH MONTHLY SERVICE FEES	258,755.42	258,755.42
1.00	MISCELLANEOUS BILLINGS PER INTERLOCAL SERVICE AGREEMENT DATED JULY 3, 2003, SECTION 3.21, THE CITY OF DELRAY BEACH IS PROVIDING A REPLACEMENT LADDER TRUCK FOR THE TOWN OF HIGHLAND BEACH ON A FULL TIME BASIS TO INSURE CONTINUATION OF SERVICES. IN ADDITION, PER SECTION 4.2(E), THE CITY MAY BILL SEPARATELY FOR ADDITIONAL EQUIPMENT STATIONED WITHIN THE TOWN'S CORPORATE LIMITS. COMMENCING SEPTEMBER 1, 2015, THE CITY WILL INVOICE THE TOWN OF HIGHLAND BEACH FOR THE COST OF PROVIDING THIS EQUIPMENT AT A RATE OF \$8,500.00 PER MONTH.	3,000.00	3,000.00
1.00	LADDER TRUCK - EQUIP COST	8,500.00	8,500.00
TOTAL DUE			\$270,255.42

PLEASE DETACH AND SEND THIS PORTION WITH REMITTANCE

DATE: 9/01/15 DUE DATE: 9/01/15

TOWN OF HIGHLAND BEACH
MS - MISCELLANEOUS BILLINGS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF DELRAY BEACH
ATTN: FINANCE DEPARTMENT
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
(561) 243-7115

INVOICE NUMBER	40330
CUSTOMER NUMBER	617
TOTAL DUE	\$270,255.42

FILE COPY



INVOICE

40382

City of Delray Beach, Florida
100 N.W. First Avenue
Delray Beach, Florida, 33444

(561) 243-7000

CUSTOMER NUMBER	DATE
617	10/01/15
CUSTOMER TYPE:	
MS - MISCELLANEOUS BILLINGS	

TO: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
BOCA RATON, FL 33487

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	EMS FEES-HIGHLAND BEACH MONTHLY SERVICE FEES	268,512.92	268,512.92
1.00	LADDER TRUCK - EQUIP COST	8,500.00	8,500.00
TOTAL DUE			\$277,012.92

PLEASE DETACH AND SEND THIS PORTION WITH REMITTANCE

DATE: 10/01/15 DUE DATE: 10/01/15

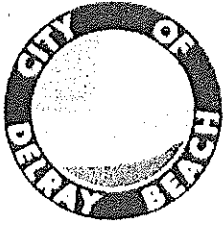
TOWN OF HIGHLAND BEACH
MS - MISCELLANEOUS BILLINGS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF DELRAY BEACH
ATTN: FINANCE DEPARTMENT
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
(561) 243-7115

INVOICE NUMBER	40382
CUSTOMER NUMBER	617
TOTAL DUE	\$277,012.92

FILE COPY



INVOICE

40438

City of Delray Beach, Florida
100 N.W. First Avenue
Delray Beach, Florida, 33444

(561) 243-7000

CUSTOMER NUMBER	DATE
617	11/01/15
CUSTOMER TYPE:	
MS - MISCELLANEOUS BILLINGS	

TO: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
BOCA RATON, FL 33487

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	EMS FEES-HIGHLAND BEACH MONTHLY SERVICE FEES	268,512.92	268,512.92
1.00	LADDER TRUCK - EQUIP COST	8,500.00	8,500.00
TOTAL DUE			\$277,012.92

PLEASE DETACH AND SEND THIS PORTION WITH REMITTANCE

DATE: 11/01/15 DUE DATE: 11/02/15

TOWN OF HIGHLAND BEACH
MS - MISCELLANEOUS BILLINGS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF DELRAY BEACH
ATTN: FINANCE DEPARTMENT
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
(561) 243-7115

INVOICE NUMBER	40438
CUSTOMER NUMBER	617
TOTAL DUE	\$277,012.92

FILE COPY



INVOICE

40493

City of Delray Beach, Florida
100 N.W. First Avenue
Delray Beach, Florida, 33444

(561) 243-7000

CUSTOMER NUMBER	DATE
617	12/01/15
CUSTOMER TYPE:	
MS - MISCELLANEOUS BILLINGS	

TO: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
BOCA RATON, FL 33487

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	EMS FEES-HIGHLAND BEACH MONTHLY SERVICE FEES	268,512.92	268,512.92
1.00	MISCELLANEOUS BILLINGS	3,000.00	3,000.00
	PER INTERLOCAL SERVICE AGREEMENT DATED JULY 3, 2003, SECTION 3.21, THE CITY OF DELRAY BEACH IS PROVIDING A REPLACEMENT LADDER TRUCK FOR THE TOWN OF HIGHLAND BEACH ON A FULL TIME BASIS TO INSURE CONTINUATION OF SERVICES. IN ADDITION, PER SECTION 4.2(E), THE CITY MAY BILL SEPARATELY FOR ADDITIONAL EQUIPMENT STATIONED WITHIN THE TOWN'S CORPORATE LIMITS.		
	COMMENCING SEPTEMBER 1, 2015, THE CITY WILL INVOICE THE TOWN OF HIGHLAND BEACH FOR THE COST OF PROVIDING THIS EQUIPMENT AT A RATE OF \$8,500.00 PER MONTH.		
1.00	LADDER TRUCK - EQUIP COST	8,500.00	8,500.00
TOTAL DUE			\$280,012.92

PLEASE DETACH AND SEND THIS PORTION WITH REMITTANCE

DATE: 12/01/15 DUE DATE: 12/01/15

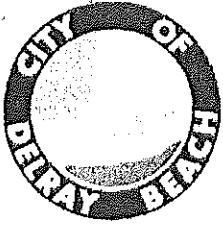
TOWN OF HIGHLAND BEACH
MS - MISCELLANEOUS BILLINGS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF DELRAY BEACH
ATTN: FINANCE DEPARTMENT
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
(561) 243-7115

INVOICE NUMBER	40493
CUSTOMER NUMBER	617
TOTAL DUE	\$280,012.92

FILE COPY



INVOICE

40567

City of Delray Beach, Florida
100 N.W. First Avenue
Delray Beach, Florida, 33444

(561) 243-7000

CUSTOMER NUMBER	DATE
617	1/01/16
CUSTOMER TYPE:	
MS - MISCELLANEOUS BILLINGS	

TO: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
BOCA RATON, FL 33487

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	EMS FEES-HIGHLAND BEACH MONTHLY SERVICE FEES	268,512.92	268,512.92
1.00	LADDER TRUCK - EQUIP COST	8,500.00	8,500.00
TOTAL DUE			\$277,012.92

PLEASE DETACH AND SEND THIS PORTION WITH REMITTANCE

DATE: 1/01/16 DUE DATE: 1/01/16

TOWN OF HIGHLAND BEACH
MS - MISCELLANEOUS BILLINGS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF DELRAY BEACH
ATTN: FINANCE DEPARTMENT
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
(561) 243-7115

INVOICE NUMBER	40567
CUSTOMER NUMBER	617
TOTAL DUE	\$277,012.92

FILE COPY



INVOICE

40622

City of Delray Beach, Florida
100 N.W. First Avenue
Delray Beach, Florida, 33444

(561) 243-7000

CUSTOMER NUMBER	DATE
617	2/01/16
CUSTOMER TYPE:	
MS - MISCELLANEOUS BILLINGS	

TO: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
BOCA RATON, FL 33487

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	EMS FEES - HIGHLAND BEACH MONTHLY SERVICE FEES	268,512.92	268,512.92
1.00	LADDER TRUCK - EQUIP COST	8,500.00	8,500.00
TOTAL DUE			\$277,012.92

PLEASE DETACH AND SEND THIS PORTION WITH REMITTANCE

DATE: 2/01/16 DUE DATE: 2/01/16

TOWN OF HIGHLAND BEACH
MS - MISCELLANEOUS BILLINGS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF DELRAY BEACH
ATTN: FINANCE DEPARTMENT
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
(561) 243-7115

INVOICE NUMBER	40622
CUSTOMER NUMBER	617
TOTAL DUE	\$277,012.92

FILE COPY