

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 15, 2021 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the Westgate/Belvedere Homes Community Redevelopment Agency (CRA) for the donation of approximately 1.36-acre property located on the southwest corner of Westgate Avenue and Seminole Boulevard to the County for the relocation of Fire Station 24.

Summary: The County desires to construct a new County fire station within the Westgate Belvedere Homes Community Redevelopment area to replace the existing Fire Station 24 currently located at 1734 Seminole Boulevard in West Palm Beach. The current station is dated and in need of significant upgrades. The CRA owns a 1.36-acre parcel on the southwest corner of Westgate Avenue and Seminole Boulevard and has agreed to donate the property to the County by Statutory Warranty Deed. The deed will include a restriction that limits the use of the property for a County fire rescue facility and other County purposes as determined by the County. Although CRA is donating the property, the County obtained an appraisal which values the parcel at \$640,000. The County has agreed to make available, separate office space to be constructed on the property for use by the Palm Beach County Sheriff's Office (PBSO) community policing officers serving the CRA. **This conveyance must be approved by a Supermajority Vote (5 Commissioners). (Property & Real Estate Management) District 7 (HJF)**

Background and Policy Issues: The existing Fire Station was built in the 1960s on a .44 acre parcel located at 1734 Seminole Boulevard in West Palm Beach. The current station is dated and in need of significant upgrades to accommodate the delivery of Fire Rescue services which has gone through significant changes. In 2007, the County purchased a 0.47 acre property diagonally across from the current Fire Station location. Although the site alone is too small, the idea was to maximize the available land by collocating the fire station with adjacent Park property which was acquired in 1998 for the expansion of the Westgate Community Center Park. However, this location is not ideal as it is tucked away deep inside the community and would mean the fire trucks would have to drive down roads with multiple speed bumps and intersections, having a significant impact on Fire Rescue response times. The CRA site located on Westgate Avenue allows for better response times, and, being a larger parcel, is a better location for the new Fire Station.

On April 12, 2021, the CRA approved the donation of its property located on the southwest corner of Westgate Avenue and Seminole Boulevard to the County. The property will be conveyed subject to a deed restriction limiting the use of the property for a County fire rescue facility and other County purposes as determined by the County. The County acknowledges the CRA has a vision for the Westgate Avenue corridor that is aesthetically pleasing and consistent with other new developments in the area and agrees to provide the CRA the opportunity to review and provide general comments related to the design of the property. The design will include approximately 500 square feet of office space for the PBSO community policing officers. The new fire station will provide significant improvements over the existing facility including pull-through extended bays to hold multi-discipline equipment; an exhaust system required for emissions; medical and fire decontamination areas; expanded office space to handle mandatory reporting requirements; and accommodations for male and female firefighters and paramedics.

- Attachments:**
- 1. Location Map
 - 2. Interlocal Agreement

Recommended By: [Signature] Department Director Date: 5/14/21

Approved By: _____ County Administrator Date

County Administrator
II. FISCAL IMPACT ANALYSIS

Date _____

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	* _____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	_____	No	_____	X
Does this item include the use of federal funds?	Yes	_____	No	_____	X
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
		Program _____			

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

* This item has no fiscal impact

Fixed Assets Number _____

C. Departmental Fiscal Review: _____ 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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



LOCATION MAP

Attachment 1

1 page

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County ("WCRA").

WITNESSETH

WHEREAS, the County and the WCRA are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the WCRA was created in May of 1989 by the Palm Beach County Board of County Commissioners through the authority of Chapter 163 Part III, of the Florida Statutes and has such powers as set forth therein, including, but not limited to the promotion of economic development throughout the Westgate Belvedere Homes Community Redevelopment area; and

WHEREAS, the County desires to construct a new County fire station within the Westgate Belvedere Homes Community Redevelopment area to replace the existing Fire Station located at 1734 Seminole Boulevard in West Palm Beach; and

WHEREAS, the new fire station will provide significant improvements over the existing facility including pull-through, extended bays to hold multi-discipline equipment, an exhaust system required for emissions, medical and fire decontamination areas, expanded office space to handle mandatory reporting requirements, and accommodations for male and female firefighters and paramedics; and

WHEREAS, the County has requested that the WCRA donate land for the proposed fire station site; and

WHEREAS, the WCRA owns the property as legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and has agreed to donate the Property by Statutory Warranty Deed ("SW Deed") to the County ; and

WHEREAS, the County has agreed to make available, separate office space within the proposed facility to be developed on the Property for use by the area Community Officers working for the Sheriff of Palm Beach County. Once constructed, the County would enter into a License Agreement with the WCRA to address the Sheriff's maintenance and janitorial responsibilities for their interior office space; and

WHEREAS, County has agreed that the SW Deed will include a deed restriction which limits the use of the Property for a County fire rescue facility and other County purposes as determined by the County.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.

The WCRA agrees to convey the Property to the County, without charge, by SW Deed, in the form attached hereto as Exhibit "B" and made a part hereof. Commencing upon the Effective Date as later defined herein, County shall have 45 days to perform a due diligence review and inspection of the Property (the "Due Diligence Review Period"). In the event that such due diligence review and inspection of the Property, as determined solely by the County, are not acceptable to the County for any reason, County in its sole and absolute discretion, shall have the right to terminate this Agreement at any time during the Due Diligence Review Period by giving written notice thereof to WCRA, whereupon the parties shall be relieved of all further obligations hereunder. If the County does not exercise its rights to terminate this Agreement, WCRA shall convey the Property to the County within 10 days after of the Due Diligence Review Period has ended, unless the County agrees to extend the conveyance to a later date.

2. The County acknowledges WCRA has a vision for the Westgate Avenue corridor that is aesthetically pleasing and consistent with other new developments in the area. County shall be solely responsible for obtaining all professional design, architectural and engineering services, development approvals, permits and the construction for the fire station on the Property. County agrees to provide the WCRA the opportunity to review and provide general comments regarding the site plan of the property. The County, at its sole discretion, will make all the final decisions on the development of the Property. The County also agrees to pay the expense to record the SW Deed.

3. Miscellaneous Provisions

A. Notices. Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to following:

As to the County:

Palm Beach County
Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Telephone 561-233-0217
Fax 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone 561-355-2225
Fax 561-355-4398

As to the WCRA:

Westgate/Belvedere Homes Community Redevelopment Agency
Attn: Executive Director
1280 North Congress Ave. Suite 215
West Palm Beach, FL 3409

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

- B. Entire Agreement. This Agreement and any attachments hereto constitute all agreements, conditions and understandings between the County and the WCRA. All representations, either oral or written, shall be deemed to be merged into this Agreement. No subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or WCRA unless reduced to writing and signed by them.
- C. Binding Effect. All of the terms and provisions of this Agreement whether so expressed or not, shall be binding upon, effective to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assignors.
- D. Severability. If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E. Governing Law and Venue. This Agreement shall be governed by the laws of the state of Florida. Any legal action necessary to enforce the Agreement shall be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

- F. Headings. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.
- G. Enforcement of Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any subsequent breach or default of any terms and conditions.
- H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- I. Effective Date. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Board of Commissioners of the WCRA, and shall become effective only when signed by both Parties.
- J. Indemnification. The County and the WCRA recognize their respective liability for certain tortuous acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statute. To the extent permitted by law, the County and the WCRA shall indemnify, defend and hold each other harmless against any action, claims and damages arising out of either the County's or WCRA's negligence in connection with this Agreement. The forgoing indemnification shall not constitute a waiver of the sovereign immunity beyond the limits set forth in Section 768.28, Florida Statute, nor shall the same be construed to constitute an agreement by the County or the WCRA to indemnify each other for the sole negligence, or willful or intentional acts of the other. The forgoing indemnification shall survive the termination of the Agreement.
- K. Palm Beach County Office of the Inspector General Audit Requirements. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- L. Default. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising its rights.

M. No Third Party Beneficiary. No provision of this Agreement is intended to, nor shall it 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 and/or WCRA.

N. Non-Discrimination. 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 WCRA 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.

O. Assignment. WCRA may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

P. Annual Budgetary Funding/Cancellation. This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

COUNTY:

**JOSEPH ABRUZZO
CLERK & COMPTROLLER**

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

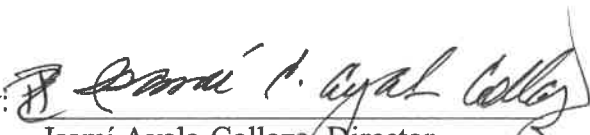
By: _____
Deputy Clerk

By: _____
Dave Kerner , Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
County Attorney

By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

WCRA:

**Westgate/Belvedere Homes Community
Redevelopment Agency**

By: Elizée Michel
Elizée Michel

By: Ronald Daniels
Ronald Daniels, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: Thomas J. Baird
Thomas J. Baird, General Counsel

G:\PREM\Dev\Open Projects\FS #24 -
Westgate\PROPOSED - FS site at Westgate Ave and
Seminole Blvd\ILA CRA HF Approved 2-10-21.doc

Exhibit "A"

Legal Description

Lots 22 through 30, 51 through 60, Block 33, West Gate Estates Northern Section, according to the plat thereof as recorded in Plat 8, Page 38 of the Public Records of Palm Beach County, Florida, less and except the following described property: Beginning at the Northeast corner of said Lot 30, Block 33; thence Southerly, along the East line of said Lot 30, Block 33, a distance of 25.00 feet; thence on an angle of 45° 00' 00", turned North to West, a distance of 35.355 feet to a Point in the North Line, of aforesaid Lot 30; thence Easterly along said North line, a distance of 25 feet to the Point of Beginning.

EXHIBIT B

PREPARED BY AND RETURN TO:
Natalia Restrepo
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 VISTA PARKWAY
WEST PALM BEACH, FLORIDA 33411-5605

PCN: 00-43-43-30-03-033-0220/0510/0530/0550
Closing Date: _____
Purchase Price: _____ Donation _____

STATUTORY WARRANTY DEED (Florida Statutes 689.02)

THIS INDENTURE, made this _____ day of _____, 20____, between the **Westgate/Belvedere Homes Community Redevelopment Agency**, a Community Redevelopment Agency, whose post office address is 1280 North Congress Ave. Suite 215, West Palm Beach, FL 33409 (“Grantor”) and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 (“Grantee”).

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and 00/100's (\$10.00) Dollars to it in hand paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all that certain land situate in Palm Beach County, State of Florida, to wit:

**SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF
(the “Property”).**

The Property shall have a restricted use for a fire rescue facility and other County purposes as determined by the County.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Grantor:

Westgate/Belvedere Homes Community Redevelopment Agency

Carmen Patricia Geraine
Witness Signature

By: Ronald Daniels
Signature

Ronald L. Daniels, Chair
Name and Title

Carmen Patricia Geraine
Witness Name Printed

Date of Execution

Elizée Michel
Witness Signature

ELIZEE Michel
Witness Name Printed

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] physical presence or [] online notarization this 12 day of April, 2021, by Ronald Daniels of Westgate/Belvedere Homes Community Redevelopment Agency, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Mai D. Bui
Notary Public, State of Florida

Mai D. Bui
Print Notary Name

GG 334229
Commission Number

My Commission Expires: 5/14/2023



Approved by the Palm Beach County Board of County Commissioners on _____

County Attorney or Designee

Exhibit "A"

Legal Description

Lots 22 through 30, 51 through 60, Block 33, West Gate Estates Northern Section, according to the plat thereof as recorded in Plat 8, Page 38 of the Public Records of Palm Beach County, Florida, less and except the following described property: Beginning at the Northeast corner of said Lot 30, Block 33; thence Southerly, along the East line of said Lot 30, Block 33, a distance of 25.00 feet; thence on an angle of 45° 00' 00", turned North to West, a distance of 35.355 feet to a Point in the North Line, of aforesaid Lot 30; thence Easterly along said North line, a distance of 25 feet to the Point of Beginning.