

**INTERLOCAL AGREEMENT
FOR A PUBLIC SAFETY MULTI-PURPOSE FACILITY**

THIS INTERLOCAL AGREEMENT "Agreement" is made and entered into this ^{22nd} day of OCT., 2019, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter the "County"), the Pinellas County Emergency Medical Services Authority, a dependent special district of the State of Florida (hereinafter the "EMS Authority"), and the Town of Redington Shores, the Town of Redington Beach, and the Town of North Redington Beach, each municipal corporations of the State of Florida (hereinafter all three referred to as the "Towns"), (all collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County's Board of County Commissioners serve as the Pinellas County Emergency Medical Services Authority (the "EMS Authority"), which provides financial and operational oversight of all emergency medical services, including but not limited to advanced life support (ALS) first responder services and ambulance services; and

WHEREAS, the EMS Authority has designated the Towns as the Redington Beaches EMS District; and

WHEREAS, the EMS Authority and the Towns desire to improve emergency medical services ("EMS") response times and geographic coverage by establishing an ALS non transport capable EMS station within the Redington Beaches EMS District; and

WHEREAS, the Towns contract with the cities of Seminole and Madeira Beach for the provision of fire suppression and other fire and rescue services within the Redington Beaches EMS District; and

WHEREAS there is a demonstrated need for the geographic presence of a fire and rescue unit to serve within the boundaries of the Redington Beaches EMS District; and

WHEREAS, the County and the Towns desire to enable the ability to establish a fire and rescue unit within the Redington Beaches EMS District; and

WHEREAS, the Town of North Redington Beach's current public works facility is reaching the end of its useful life, and it desires to replace said facility; and

WHEREAS, the Town of Redington Shores needs facility space for public works operations; and

WHEREAS, the County needs additional office space for the Pinellas County Sheriff's Office; and

WHEREAS, the County's lift station located on the site adjacent to the Town of North Redington Beach's public works facility has reached the end of its useful life, and the County desires to replace the lift station; and

WHEREAS, the Parties desire to construct a new joint-use facility within the Redington Beaches EMS District to serve as a station for emergency medical services, provide for the ability to establish a fire and rescue unit as needed, serve as public works storage and offices, and provide law enforcement office space and general public meeting space, and

WHEREAS, the Parties desire to allow the County to replace and relocate the County's current lift station.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the Parties hereby agree as follows:

1. PURPOSE/GOALS

The primary purpose of this Agreement is for the Parties to partner together to build a new multi-purpose, joint-use public facility that the Parties will all either directly utilize or receive a direct benefit from (hereinafter the "Facility"), as well as to allow the County to replace an out-of-date lift station. The Facility will:

- a. Establish an ALS non-transport capable first responder EMS station in the Redington Beaches EMS District within the District, staffed and funded pursuant to EMS Authority Resolutions 09-37 and 09-38;
- b. Allow the establishment of a fire and rescue station to improve fire and rescue response times and geographic coverage;
- c. Replace North Redington's current public works facility;
- d. Provide space for Redington Shores public works operations;
- e. Provide office space for the Pinellas County Sheriff's Office;

The goals of establishing a new joint-use and new multi-purpose facility include:

- a. Improving EMS and fire and rescue response times throughout the Redington Beaches EMS District based on current need and anticipated population growth;
- b. Providing additional needed public storage, general public office space, and law enforcement office space;
- c. Lowering construction costs;
- d. Setting standards as a model of future partnerships among jurisdictions throughout Pinellas County.

2. PREMISES

The Facility will be located on the following property (hereinafter the “Premises”):

190 173rd Avenue East
North Redington Beach, Florida 33708

Parcel ID: 32-30-15-61056-006-0000

3. TERM

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by all Parties, and shall take effect upon such filing. This Agreement shall continue in effect thereafter until terminated as outlined herein.

4. FUNDING

Total construction costs shall not exceed three million dollars. If said construction costs will exceed this estimated amount, this Agreement must be amended to include the updated amount and reallocation of funding.

The funding for the construction of the Facility, including design, demolition, and infrastructure removal, relocation, and installation (collectively hereinafter referred to as “construction costs” or “cost of construction”), will be split between the County and the Towns. The County shall pay an amount not to exceed \$2,600,000.00, and the Towns will collectively pay \$400,000, split as follows:

- North Redington Beach: \$200,000.00.
- Redington Shores: \$140,000.00.
- Redington Beach: \$60,000.00.

The County shall pay all initial construction costs and the Towns shall each reimburse the County pursuant to their respective shares outlined above. The Towns shall reimburse the County in full within five years of the date a certificate of occupancy is issued for the Facility. Ongoing operation and general maintenance shall be the financial responsibility of the Towns, and capital improvements will be the responsibility of the County, both as defined in Exhibit C and as further outlined in the applicable leasing documentation. In the event of a conflict regarding the maintenance allocation, the leases shall control.

5. PARTY RESPONSIBILITIES

- a. Pinellas County
 - i. Provide its proportionate share of funding for the initial construction of the Facility;
 - ii. Enter into a ground lease with North Redington Beach to allow the construction of the

- Facility;
 - iii. Negotiate and execute a mutually agreeable leaseback agreement with North Redington Beach and Redington Shores for their use of the Facility;
 - iv. Own and provide capital improvement for the Facility;
 - v. Remove and replace the lift station currently existing on the Premises at its sole cost and expense, subject to a mutually agreeable relocation plan between the County and North Redington Beach;
 - vi. Through the EMS Authority, enter into any agreements with the respective Cities or their provider agencies necessary to provide EMS first responder services with a level of service, staffing and associated funding consistent with EMS Authority Resolutions 09-37 and 09-38.
- b. Town of Redington Beach
- i. Provide its proportionate share of funding to fund the initial construction of the Facility;
 - i. Ensure its fire suppression and EMS services contractor(s) provide a non-transport capable ALS rescue unit and a second firefighter/paramedic position to be staffed with the EMS Authority funded firefighter/paramedic position at the Facility, pursuant to EMS Authority Resolutions 09-37 and 09-38;
 - ii. Ensure compliance with all additional applicable County, EMS Authority, and fire district requirements regarding appropriate Facility staffing and funding related thereto.
- c. Town of North Redington Beach
- i. Provide its proportionate share of funding to fund the construction of the Facility;
 - ii. Allow the demolition of its current public works facility;
 - iii. Grant the County a ground lease that allows construction, ownership, and operation of the Facility;
 - iv. Negotiate and execute a mutually agreeable leaseback agreement with Pinellas County, whereby the County will lease the Facility to North Redington Beach and Redington Shores for their joint use;
 - v. Allow demolition and relocation of the County's lift station pursuant to a mutually agreed upon relocation plan between the County and North Redington Beach;
 - vi. Allow for the demolition of the Town's public works building pursuant to a mutually agreed upon Facility location;
 - vii. Ensure its fire suppression and EMS services contractor(s) provide a non-transport capable ALS rescue unit and a second firefighter/paramedic position to be staffed with the EMS Authority funded firefighter/paramedic position at the Facility, pursuant to EMS Authority Resolutions 09-37 and 09-38;
 - iii. Ensure compliance with all additional applicable County, EMS Authority, and fire district requirements regarding appropriate Facility staffing and funding related thereto.
- d. Town of Redington Shores
- i. Provide its proportionate share of funding to fund the initial construction of the Facility;
 - ii. Negotiate and execute a mutually agreeable lease agreement with Pinellas County and North Redington Beach, whereby the County will lease the Facility for the joint use of

- the County, Redington Shores, and North Redington Beach;
- iii. Provide an ingress and egress easement to North Redington Beach and its invitees located at 115 174th Avenue East, Redington Shores (parcel id 32-30-15-30438-001-0040) to access the Facility, at a mutually agreeable location and subject to mutually agreeable terms;
 - iv. Allow for demolition of the Town's current building on parcel 32-30-15-30438-001-0040.
 - v. Ensure its fire suppression and EMS services contractor(s) provide a non-transport capable ALS rescue unit and a second firefighter/paramedic position to be staffed with the EMS Authority funded firefighter/paramedic position at the Facility, pursuant to EMS Authority Resolutions 09-37 and 09-38;
 - iv. Ensure compliance with all additional applicable County, EMS Authority, and fire district requirements regarding appropriate Facility staffing and funding related thereto.

6. OWNERSHIP OF IMPROVEMENTS

The Facility and all improvements thereto, whether or not constructed by Pinellas County, shall be the property of Pinellas County during the term of Pinellas County's ground lease. Upon termination of Pinellas County's ground lease or expiration of the Facility lease, the improvements shall be owned by North Redington Beach as owner of the underlying property.

7. TERMINATION

Except as provided in subparagraphs below, each Party to this Agreement may terminate their participation upon no less than thirty (30) days written notice to all remaining Parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Towns are responsible for paying their respective share of the initial construction costs for the Facility upon termination, without offset or reduction for early termination. In the event one of the Cities terminates the Agreement, the remaining Parties will determine whether and how to proceed with modifying the ongoing responsibilities and payments outlined herein. Termination by any party shall not be deemed a termination of any agreements associated with this Agreement, including but not limited to the ground lease and leaseback agreements referenced herein.

8. INDEMNIFICATION

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or limitation of liability that the Parties may be entitled to under the doctrine of sovereign immunity or §768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties in any manner arising out of this Agreement.

9. ASSIGNMENTS

No Party shall assign their responsibility under this Agreement to another party without prior written approval of the other Parties.

10. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement. Venue shall be in Pinellas County, Florida, or the nearest location having proper jurisdiction.

11. SEVERABILITY

The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

12. FISCAL FUNDING

This Agreement is subject to the annual appropriation of funds by all Parties. In the event sufficient budgeted funds are not available for any party, the party without the availability of funds may terminate this Agreement, without penalty or further expense of that party. Said party shall notify all remaining Parties as soon as practical regarding the unavailability of sufficient funds.

13. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties hereto and may be modified or amended only by a document in writing executed by the Parties and executed with the same formality of this Agreement.

14. CONFLICT

In the event of a conflict between the associated leases, the leases shall control.

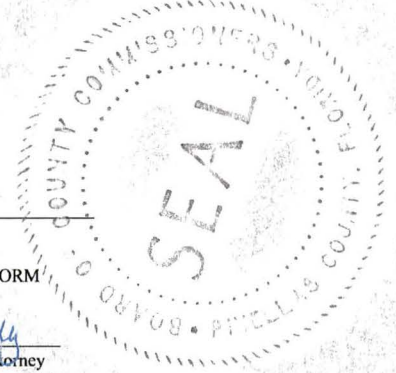
IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be signed, by their duly authorized representatives this _____ day of _____, 2019.

PINELLAS COUNTY, FLORIDA,
acting by and through Board of County Commissioners

By: Karen Seel Date 10/22/19
Chairman

ATTEST: KEN BURKE, CLERK
By: Norman D. Loy
Deputy Clerk

APPROVED AS TO FORM
By: Chelsea Moody
Office of the County Attorney



PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY

By: _____ Date: _____

Print: _____

Title: _____

THE TOWN OF ^{NORTH} REDINGTON BEACH

By: [Signature] Date: 10/31/19

Print: WILLIAM QUEEN

Title: MAYOR

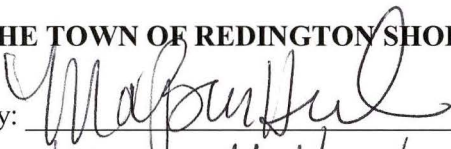
THE TOWN OF ~~REDACTED~~ REDINGTON BEACH

By:  Date: 21 Oct 2019

Print: James N Simons

Title: Mayor

THE TOWN OF REDINGTON SHORES

By:  Date: 11-15-19

Print: Maybeth Henderson

Title: Mayor