

**TOWN OF BRINY BREEZES AND BRINY BREEZES, INC.
AGREEMENT FOR POLICE AND FIRE RESCUE SERVICES**

This Agreement for Police and Fire Rescue Services (the "Agreement") is made and entered into, and is effective this 25th day of Sept, 2025 (the "Effective Date"), by and between the Town of Briny Breezes, a Florida municipal corporation with offices located at 4802 North Ocean Blvd., Briny Breezes, Florida 33435 (hereinafter, "Town"); and Briny Breezes, Inc., a Florida corporation with offices located at 5000 North Ocean Blvd., Briny Breezes, Florida 33435, (hereinafter, "Corporation"). Each of the foregoing may be referred to individually as a "Party" or collectively as "the Parties."

WITNESSETH:

WHEREAS, The Town of Briny Breezes is a mobile home park community, with all land being owned in fee-simple by the Corporation, which in turn leases unit "lots" under Proprietary Leases to residents who own shares in the Corporation, allowing the shareholders to place their own mobile home units on said "lots". The entire mobile home park community is located within the Town's governmental jurisdiction; and

WHEREAS, historically, the Town and the Corporation have worked in conjunction with each other on a variety of matters within Briny Breezes, and as such, it is the belief of both the Town and the Corporation that this Agreement for sharing the cost of police and fire rescue services will serve the best interest of the residents and businesses of Briny Breezes; and

WHEREAS, prior to the 2023-2024 fiscal year budget, the Corporation's contribution rate to the Town for police and fire rescue services was thirty percent (30%) per annum and the Town's assessed millage rate was 10.0 mills; and

WHEREAS, pursuant to a July 2023 agreement between the Town and the Corporation, beginning with the 2023-2024 fiscal year budget, the Corporation's contribution rate to the Town for police and fire rescue services was increased to seventy percent (70%), allowing the Town to lower its assessed millage rate to 3.95 mills; and

WHEREAS, the Town's actual millage rate for the 2023-2024 fiscal year was 3.75 mills; and

WHEREAS, the Town's actual millage rate for the 2024-2025 fiscal year was also 3.75 mills; and

WHEREAS, the Parties now desire to renew the aforementioned July 2023 agreement, as it was renewed in 2024, obligating the Corporation to fund 70% of the Town's police and fire rescue services budget, in exchange for the Town assessing a millage rate not to exceed 3.75 mills for the 2025-2026 fiscal year; and

WHEREAS, both the Corporation's staff and the Town's staff have determined that this agreement is fiscally appropriate and advantageous to both parties, and the Town Council of the Town of Briny Breezes has further determined that this Agreement will promote and protect the public health, safety, and welfare of the Town of Briny Breezes, including both the Corporation, and all its residents.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Town and the Corporation hereby agree as follows:

SECTION 1: POLICE AND FIRE RESCUE COSTS

The Corporation shall contribute to the Town, for police and fire rescue services, a rate of seventy (70) percent of the total cost of police and fire rescue services for fiscal year 2025-2026, which begins October 1, 2025 and ends September 30, 2026. The millage rate for 2025-2026 shall be no greater than 3.75 mills. If it is to exceed 3.75 mills the Town and the Corporation shall negotiate the amount and, if an agreement is reached, an addendum to this Agreement will be executed by both parties.

SECTION 2: INFORMATION SHARING

The Town and Corporation agree that it is in the best interest of both parties to continue open communication regarding issues that affect both parties. To this end, the Town agrees to provide regular updates to the Corporation's Board of Directors regarding the seawall and infrastructure maintenance and/or replacement projects, as well as grant funding and loan acquisitions associated therewith. The Parties acknowledge that this communication is a critical component of any ongoing monetary arrangement.

SECTION 3: TERM.

This agreement shall be effective for police and fire rescue services for fiscal year 2025-2026, which begins October 1, 2025 and ends September 30, 2026.

SECTION 4: CHOICE OF LAW; VENUE:

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida, and venue for all dispute resolutions shall be exclusively in Palm Beach County.

SECTION 5: ATTORNEY'S FEES:

In the event a dispute arises concerning this Agreement, the Parties shall each be responsible for their own costs and attorney's fees.

SECTION 6: INSPECTOR GENERAL:

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Town shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Town, as well as contractors and lobbyists of the Town in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

SECTION 7: PUBLIC RECORDS.

In accordance with Sec. 119.0701, *Florida Statutes*, the Corporation and the Town must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. **IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 272-5495, OR AT sdubose@townofbrinybreezes-fl.gov, OR AT 4802 NORTH OCEAN BLVD., BRINY BREEZES, FLORIDA 33435.**

SECTION 8. ENTIRE AGREEMENT; AMENDMENTS & ASSIGNMENTS:

This Agreement constitutes the entire agreement of the Parties; no modifications shall be made to this Agreement unless in writing, agreed to by both Parties, and attached hereto as an addendum to this Agreement. The rights and obligations contained in this Agreement may not be assigned by either Party to a third party without the express written approval of the other Party.

IN WITNESS WHEREOF, The Town and the Corporation have caused this Agreement to be signed and executed on their respective behaves by their Mayors and be duly attested to by their Clerks on the day and year first written above.

BRINY BREEZES, INC.

DocuSigned by:

Susan Brannen

9/9/2025 | 10:05:09 AM

(Corporate Seal)

By: **Susan Brannen, President**

Approved by Board Of Directors, Briny Breezes Inc. 9/9/2025

ATTEST:

Sandra DuBose
Sandra DuBose
Town Clerk

TOWN OF BRINY BREEZES

Ted Gross
By: **Ted Gross, Mayor**

(Seal)