

33-3

## AGENDA ITEM SUMMARY

[X]  
[ ]

[ ]

Department

Submitted For: FIRE RESCUE

## I. EXECUTIVE BRIEF

**Motion and Title:**

**Staff recommends motion to approve:** an Agreement with the City of South Bay Relating to Conveying Fire-Rescue Equipment, and Terminating an Interlocal Agreement for the Provision Of Fire Protection And Emergency Medical Services (R2005-1562)

### Summary:

The existing agreement (R2005-1562) with the City is set to expire on September 30, 2007. The proposed Agreement will terminate the existing agreement effective October 1, 2006. At that time, the County will begin providing certain fire-rescue services to the City through the Fire/Rescue MSTU, into which the City has opted. Therefore, revenue will be received through direct tax levies on City property through the Fire/Rescue MSTU. The proposed Agreement also provides for the City to convey certain fire-rescue apparatus and equipment to the County, and authorizes the Fire-Rescue Administrator to accept said assets on the County's behalf.

### Background and Justification:

**Background and Justification:** Effective October 1, 2005, the County entered into an interlocal agreement with the City, under which the City has provided fire rescue services to a portion of the unincorporated Glades area. The City is abolishing their fire rescue department effective October 1, 2006, and has opted into the Fire Rescue MSTU. The County will start providing fire protection and emergency medical services to the City as well as the unincorporated Glades area previously served by the City.

**Attachments:**

- ## 1. Interlocal Agreement

**Recommended By:**

## Deputy Chief

Date \_\_\_\_\_

**Approved By:**

**Fire-Rescue Administrator**

**Date**

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
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Capital Expenditures  
Operating Costs

External Revenues  
Program Income (County)  
In-Kind Match (County)

**NET FISCAL IMPACT**

**# ADDITIONAL FTE  
POSITIONS (Cumulative)**

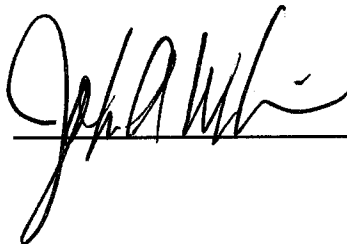
Is Item Included in Current Budget?      Yes ☐ No ☒

Budget Account No.:      Fund  Dept  Unit  Object

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

The revenues and expenditures associated with this agreement will be recorded through the Fire Rescue MSTU Fund (1300). The projected revenues are dependent on formulas using property values.

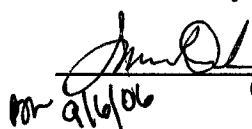
### C. Departmental Fiscal Review:

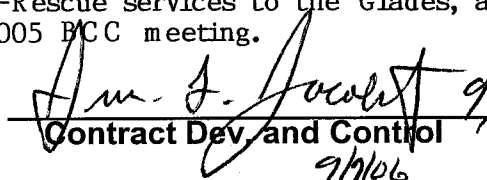


## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

The fiscal impact of providing these services is included in the FY 2007 \$5.2 million Net Total Cost of providing Fire-Rescue services to the Glades, as identified by Fire-Rescue at the 12/20/2005 BCC meeting.

 9-7-06  
OFMB

 9/17/06  
Contract Dev. and Control

### B. Legal Sufficiency:

 9-8-06  
Assistant County Attorney

This Contract complies with our contract review requirements.

*At the time of CDCS review, the contract was not executed.*

### C. Other Department Review:

\_\_\_\_\_  
Department Director

*Contract needs to be reviewed for legal sufficiency upon execution by City.*

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

**AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY RELATING TO CONVEYING FIRE-RESCUE EQUIPMENT, AND TERMINATING AN INTERLOCAL AGREEMENT FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES (R2005-1562)**

**THIS AGREEMENT** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County") and the City of South Bay, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter "City").

**WITNESSETH**

**WHEREAS**, pursuant to that certain Interlocal Agreement between the County and the City for the Provision of Fire Protection and Emergency Medical Services effective October 1, 2005 (R2005-1562), (hereinafter referred to as the "Service Agreement"), the City has been providing fire-rescue services to a certain portion of the Glades area in unincorporated Palm Beach County; and

**WHEREAS**, pursuant to County Ordinance No. 2005-064 and City Ordinance No. 13-2005, the City has opted into the County's Fire/Rescue MSTU for the provision of certain fire-rescue services from the County; and

**WHEREAS**, the City will abolish their fire-rescue department as of October 1, 2006, at which time the County will start to provide certain fire-rescue services to the City as well as to the unincorporated Glades area previously served by the City; and

**WHEREAS**, the parties desire to terminate the existing Service Agreement as of the commencement of fire-rescue services by the County on October 1, 2006; and

**WHEREAS**, the City desires to convey certain fire-rescue equipment to the County as of October 1, 2006, and the County desires to accept said equipment.

**NOW, THEREFORE**, the County and the City, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

1. The facts set forth in the preamble to this Agreement are true and correct, and are hereby reaffirmed by the parties.
2. Pursuant to the termination provisions set forth in Section 8(A) of the Service Agreement, the parties hereby agree in writing that the Service Agreement shall be terminated effective as of 7:30 a.m. on October 1, 2006.
3. Effective 7:30 a.m. on October 1, 2006, the City shall transfer and convey to the County all the fire-rescue equipment, appliances, and/or furnishings identified in Exhibit "1", which is attached hereto and incorporated herein. Any secured interests in the equipment to be conveyed shall be

paid off, released or terminated, at City's expense, prior to said conveyance. The Fire-Rescue Administrator is hereby authorized to accept said equipment on the County's behalf.

- 4. The provisions of this Agreement shall survive the termination of the Service Agreement.
- 5. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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

**ATTEST:**  
**SHARON R. BOCK,**  
Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA**  
**BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Fire-Rescue

**ATTEST:**

**CITY OF SOUTH BAY, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Clarence Anthony, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

## Equipment and Vehicles List

<u>ASSET #</u>	DESCRIPTION	MANUFACTURER	MODEL #	SERIAL #	ACQUISITION VALUE
N/A	SCBA	Dreager	3500	BRUH 4794	\$4,200.00
N/A	SCBA	Dreager	3500	BRUH 4798	\$4,200.00
N/A	SCBA	Dreager	3500	BRUH 4797	\$4,200.00
N/A	SCBA	Dreager	3500	BRUH 4813	\$4,200.00
N/A	SCBA	Dreager	3500	BRUH 4790	\$4,200.00
N/A	SCBA	Dreager	3500	BRUH 4806	\$4,200.00
N/A	SCBA	Dreager	3500	BRUH 4814	\$4,200.00
N/A	SCBA	Dreager	3500	BRUH 4793	\$4,200.00