Agenda Item #:

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: September 9, 2008 Department		[]	Consent Workshop	[X] []	Regular Public Hearing
			workshop		
Submitted For:	FIRE RESCUE		ی ہے 20 فات فات انڈ دید میں جو جو جو جو جو ہے		

I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to approve:

- A) an Interlocal Agreement for Fire Vehicle Maintenance with the City of West Palm Beach for a period of ten (10) years; and
- **B)** two new Fire Apparatus Technician II positions to be added to the Fire-Rescue employee complement.

Summary:

This Agreement provides for the maintenance and emergency repair of the City of West Palm Beach's Fire-Rescue emergency response apparatus by Palm Beach County Fire Rescue (PBCFR) Support Services personnel. PBCFR is also requesting two additional positions be added to the employee complement to accommodate the additional workload and labor hours associated with this Agreement. External revenues received from the City will offset the cost of the two additional positions and additional operating supplies necessary to provide this service to the City. If approved by the Board, a budget amendment to establish the revenues and appropriations for these positions will be processed administratively by the Office of Financial Management and Budget after October 1, 2008, for FY 2009. Countywide (SB)

Background and Justification:

On March 14, 2006, the Board approved an Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services with the City of West Palm Beach (R2006-0507). The parties' now mutually desire the County to provide maintenance and emergency repairs for the City's fire-rescue emergency response apparatus. The City currently has 28 fire-rescue apparatus. The County has been providing vehicle maintenance service to the City on an emergency basis since December 2007 using maintenance service to the City on an emergency basis since December 2007 using existing personnel on overtime. Since that time, the County has provided approximately 1,550 billable hours of service to the City. Those charges have exceeded the cost of the overtime necessary for this purpose. For FY 2009, it is estimated the fleet will result in 2,657 billable labor hours and \$81,633 in parts, commercial repair and reimbursable insurance premiums. This will generate approximately \$507,349 in external revenues which are expected to exceed the cost of the additional personnel necessary to absorb the additional workload and related operating expenses, estimated at \$385,324 for FY2009.

Attachments:

1. Interlocal Agreement		
Recommended By:	5 Dai	8-4-08
1	Deputy Chief	Date
Lan	Raine	8-4-08
Approved By:	Man Otteck	0-7-00
Fir	e-Rescue Administrator	Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs	385,324	416,693	454,553	498,869	551,417
External Revenues	(507,349)	(<u>538,721)</u>	(575,302)	(<u>614,498)</u>	(<u>656,503)</u>
Program Income (County) In-Kind Match (County)	· <u>·</u>		·	······	<u></u>
NET FISCAL IMPACT	<u>(122,025)</u>	<u>(122,028)</u>	<u>(120,749)</u>	<u>(115,629)</u>	<u>(105,086)</u>
# ADDITIONAL FTE POSITIONS (Cumulative	e)2	<u>_</u>	2	2	2
Is Item Included in Curren	t Budget?	Yes_	NoX		

Budget Account No.:Expenditures: Fund 1300Dept 440Unit4211ObjectvariousRevenues:Fund 1300Dept 440Unit4211RevSrc4299

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

External revenues received from the City will offset the cost of the two additional positions and additional operating supplies necessary to provide the maintenance and emergency repair of the City's fire-rescue emergency-response apparators.

C. Departmental Fiscal Review:

III. <u>REVIEW COMMENTS</u>

Α.

Β.

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

-21-08

8-11-08 Cip

ptract Dev and Contro

This Contract complies with our contract review requirements.

At the time of our verilew, the cartrat was not executed.

C. Other Department Review:

Legal Sufficiency:

Department Director

ssistant County Attorney

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

Ras 343.08

INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE BETWEEN PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH

THIS AGREEMENT is made and entered into this ______ day of ______, 2008, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners and the CITY OF WEST PALM BEACH, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "City").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the parties mutually desire the County to provide maintenance and emergency repairs for the City's fire-rescue emergency response apparatus under the terms and conditions in this Agreement; and

WHEREAS, the City and County desire to enter into this Agreement as the County can provide vehicle maintenance services economically and efficiently, to the benefit of both the County and City;

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

ARTICLE I: APPARATUS REPAIR AND MAINTENANCE:

Section 1. Maintenance and Repairs. The intent of this Agreement is for County to extend to City the same usual and customary maintenance and repair services that County provides for its own fire-rescue emergency response apparatus fleet through the County Fire-Rescue Department's vehicle maintenance and repair shop (hereinafter referred to as the "Shop"). County shall be the exclusive provider for all such preventative maintenance, scheduled repairs and emergency repairs for the City's principal fire/rescue emergency response

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apparatus, including Engines, Ladders, Rescues, Haz-Mat, USAR and other related apparatus, including, but not limited to the following service:

-Body Damage Repair – Roll-up Doors, Cabinetry, Compartments, Body Panels, Fenders, etc.

-Body Damage Repair – including vehicle painting or graphics to complete repair -Windshields/Door glass replacement when broken or cracked

-Fire Pumps, Tanks and Plumbing, apparatus-mounted and portable

-Foam/Chemical agent eduction and proportioning systems

-Light bulbs and fixtures replacement, including emergency warning devices

-Audible emergency warning devices

-Upholstery and interior furnishings of vehicles and apparatus

-Towing of disabled vehicles and apparatus

-Emergency Tire Repair and Replacement, including Road Service

-Tire Replacement, per manufacturer/standard schedule

-Head Set communication systems, servicing and repair

-Mobile Data Terminal, installation of hardware and wiring

-Recharge units/wiring, installation of hardware and wiring for re-chargable equipment

-Manufacturer Factory Recalls - coordination of all work

-Emergency/Unscheduled maintenance related to NFPA and/or NEVT Standards

-Preventive maintenance in accordance with NFPA and/or NEVT Standards

Computer based vehicle Maintenance Reporting System to be provided to Fire/Rescue facilities, as needed and requested by City.

County will manage the maintenance program for City's principal fire/rescue emergency response apparatus, and will coordinate the scheduling of preventative maintenance with the City Fire Chief or designee. City agrees to abide by County's daily inspection program and submit any findings of deficits immediately through the IBEM system. Additionally, those reports shall be submitted to the County on a monthly basis. Should the City decline to proceed with any apparatus repair identified by the County, then, notwithstanding anything in this Agreement to the contrary, the City shall be fully and solely responsible for any liability or claims, including any third party claims and County's cost of defense, arising from the use or operation of said apparatus. Should the City disagree with the extent or cost of a repair directly relating to the safe operation of said vehicle, City agrees to notify the County of such disagreement prior to the repair being made. City shall take the affected unit out of service until such time as funds

become available or the unit is permanently replaced. Any disagreement regarding the extent or cost of a repair arising under this provision shall be addressed in accordance with the conflict resolution provisions in Article III, Section 25, of this Agreement.

Section 2. Standards. All inspections and maintenance shall be in accordance with the following standards and specifications, as they may be amended:

NFPA 1071 – Standard on Emergency Vehicle Technician (EVT)

NFPA 1911 - Standard on Fire Apparatus Maintenance

NFPA 1915 Fire Apparatus Preventative Maintenance Program

Manufacturers' Specifications

Good principals and industry practices

Section 3. Repairs. If emergency repairs are required, City shall immediately advise County and arrange for repair. County agrees to give priority to City emergency repairs over preventive maintenance for County and City vehicles. City shall contact County in advance to schedule any non-emergency repairs.

Section 4. Preventive Maintenance. City agrees to contact County in advance to schedule preventive maintenance of its fire-rescue apparatus in accordance with any preventive maintenance schedules identified by the County, or otherwise in accordance with any applicable maintenance schedules recommended by manufacturer specifications and NFPA standards, if any.

Section 5. Turn Around Time. County will make every reasonable effort to complete repairs and maintenance of vehicles within a reasonable period of time from delivery of vehicle to County, dependent upon availability of parts and the extent of repairs necessary.

Section 6. Warranty of Workmanship. County agrees to warranty its workmanship on services and repairs for a period of forty-five (45) days from completion of work; provided however, that the sole remedy for a defect in County's workmanship on services and repairs shall be limited, at the County's option, to either the County correcting the faulty service or repair to the extent necessary and reasonably practical, or the County reimbursing City for the amount paid by City to County for the faulty service or repair.

The County will process claims for manufacturers' parts warranties on parts it installs on City vehicles, provided that the City has taken all necessary action to register such warranties

with the applicable manufacturers. Should such a claim be denied, for any reason or no reason, the County's sole obligation shall be limited to providing the City with the appropriate claim and denial information. The City shall be solely responsible for pursuing any further manufacturer warranty action it deems appropriate.

The City shall inform County in writing of the details of any warranty claim for workmanship or parts. In addition, as manager of the City's maintenance program, County will also monitor repair requests and advise the City if such repairs or parts may be covered under warranty, provided that the City has taken all necessary action to register such warranties with the applicable manufacturers.

Section 7. Reporting. On a monthly basis, County shall provide to City's Fire Chief, or designee, a report identifying each vehicle on which maintenance or repair service was performed during the course of the prior month, and containing a detailed listing of all parts installed, all services rendered, all labor hours and noting any technician observations and recommendations or warranty matters. This report is in addition to information provided on any invoice.

ARTICLE II: COMPENSATION

Section 1. Labor Rates. The County shall invoice the City for vehicle maintenance and repair labor, inclusive of all administrative and overhead costs with no additional charge for overhead or labor (except as provided in Section 2), as follows:

a. For fiscal year 2007/08: The hourly labor rate shall be that listed as the Warranty Rate on the County's fiscal year 2008 Rate Schedule for Warranty, Vehicle and Staff Charges, (as referenced in Palm Beach County Fire Rescue Operational Procedure #VIII-1), which Rate Schedule is attached hereto as **Exhibit A**. The fiscal year 2008 hourly warranty labor rate is \$101.46.

b. For fiscal years 2008/09 and 2009/10: The hourly labor rate shall be the previous fiscal year's rate plus any across-the-board increase in pay established for Shop employees, as set out in the Collective Bargaining Agreement between Palm Beach County and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., or as otherwise provided by law.

For fiscal year 2010/11: The hourly labor rate shall be the previous fiscal

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year's rate plus any across-the-board increase in pay established for Shop employees, as set out in the Collective Bargaining Agreement between Palm Beach County and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., or as otherwise provided by law.

d. For fiscal years 2011/12 and 2012/13: The hourly labor rate shall be the previous fiscal year's rate plus any across-the-board increase in pay established for Shop employees, as set out in the Collective Bargaining Agreement between Palm Beach County and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., or as otherwise provided by law.

e. For fiscal year 2013/14: The hourly labor rate shall be that listed as the Warranty Rate on the County's fiscal year 2014 Rate Schedule for Warranty, Vehicle and Staff Charges, as amended from time to time (as referenced in Palm Beach County Fire Rescue Operational Procedure #VIII-1).

f. For fiscal years 2014/15 and 2015/16: The hourly labor rate shall be the previous fiscal year's rate plus any across-the-board increase in pay established for Shop employees, as set out in the Collective Bargaining Agreement between Palm Beach County and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., or as otherwise provided by law.

Section 2. After Hours Call-Out Emergency Repairs. A three-hour minimum labor charge, at applicable Labor Rates established in Section 1 above, will apply to all emergency after hours call-out repairs. "After hours" shall mean any time before or after the usual and customary business hours and days of the Shop, and shall include, but not be limited to, Saturdays, Sundays, and County holidays. Upon request, the County will provide the City with the Shop's current business hours and days, which may be revised by the County from time to time.

Section 3. Parts and supplies. The City will be charged the County's actual cost for all parts and supplies plus 5%.

Section 4. Insurance Premium. Each month the City shall pay to the County one twelfth (1/12) of the County's annual premiums for garage-keepers insurance and garage liability insurance relating to the services provided by the County under this Agreement. This amount

shall be adjusted by the County from time to time to reflect any actual increase or decrease in said premiums. It is anticipated that the monthly charge will be \$1,000.00 for fiscal year 2008. Any and all decisions regarding such insurance policies shall remain within the sole discretion of the County.

Section 5. Invoices. The County shall invoice the City on a monthly basis for all service(s) provided during the month. Each invoice shall identify the vehicle serviced, the labor hours spent, the labor rate, charges for parts and supplies, and the monthly charge for insurance premiums. The City shall make payments to the County in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes, as amended. County shall direct invoice to the City's Accounts Payable Division at:

City of West Palm Beach Accounts Payable P.O. Box 3366 West Palm Beach, FL 33402-3366

ARTICLE III: GENERAL CONTRACT TERMS

Section 1. Preambles: The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor: The County representative and contract monitor during the performance of this Agreement shall be the Deputy Fire Chief of Operations, whose telephone number is (561) 616-7008. The City representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 804-4705.

Section 3. Employee Functions: No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Employee Claims, Benefits, etc.: No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are

employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

Section 5. No Assumption of Liability: Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

Section 6. Insurance: Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, the City acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, the City shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The City agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

For the duration of this Agreement, the City agrees to maintain automobile physical damage insurance covering those vehicles to be serviced by the County under this Agreement. The City's coverage shall be primary for any damage that occurs to the City's vehicles, including any damage while in the possession or custody of the County.

The City hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit the City to enter into a pre-loss agreement to waive subrogation without an endorsement, then the City agrees to notify the insurer and request the policy by endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the City enter into such an agreement on a pre-loss basis.

When requested, the City shall agree to provide an affidavit or Certificate of Insurance

evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the City of its liability and obligations under this Interlocal Agreement.

Section 7. Effective Date and Term: This Agreement shall take effect upon approval by all parties and continue for a term of ten (10) years, unless sooner terminated as provided herein.

Section 8. Notice of Termination: This Agreement may be terminated for any reason or for no reason by: (i) written mutual consent of both parties; or, (ii) by either party giving notice of desire to terminate no later than April 30th of any given year, to be effective on September 30th of that same year. Notwithstanding the foregoing, this Agreement shall not be terminated, except by mutual consent, prior to September 30, 2010.

Section 9. Assignment of Rights: Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

Section 10. Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 11. Equal Opportunity: Each party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefiting from services hereunder will be treated equally and without regard to race, sex, sexual orientation, color, religion, disability, age, marital status, national origin or ancestry.

Section 12. Annual Appropriations: Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

Section 13. Records:

a. The County shall maintain all records relating to the services performed under this Agreement in accordance with Florida's public records law and until at least three year after the expiration or termination of this Agreement; provided however that upon the expiration or termination of this Agreement, the County shall turn over to the City all the

County's technical records directly relating to the County's maintenance and repair of the City vehicles. The City shall become the official custodian of these records. As custodian of these records, the City shall maintain the records in accordance with Florida's public records law and until at least three years after expiration or termination of this Agreement or three years after the life of the vehicle, whichever is later. The County shall be entitled to keep a copy of all such records.

b. For each City fire-rescue vehicle serviced under this Agreement, the City shall maintain all its records relating to the operation, maintenance and repair of said vehicle in accordance with Florida's public records laws and until at least three years after expiration or termination of this Agreement or three years after the life of the vehicle, whichever is later.

c. The records to be maintained under this Agreement shall include, but not be limited to, all financial and technical records and reports directly relating to the servicing of City vehicles under this Agreement or otherwise to the operation, maintenance and repair of said vehicles. All records maintained under this Agreement shall be made available to the other party upon request and within a reasonable period of time.

d. Notwithstanding anything herein to the contrary, records meeting the legal requirements for destruction may be destroyed by the custodian party provided that said party (i) gives the other party 30 days written notice identifying all records to be destroyed, and (ii) makes copies of said records available upon request of the other party, which request must be received at least 15 days prior to the scheduled destruction date.

e. In the event that the parties become involved in a legal dispute arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

Section 14. Right to Audit. The City, at City's expense, shall have the right to examine all County's books, data, records and invoices directly or indirectly related to this Agreement upon reasonable notice, time and place. Such examination may be made during the life of a subject vehicle or equipment. Any disagreement between the parties arising under this provision shall be addressed in accordance with the conflict resolution provisions in Article III, Section 25, of this Agreement. Section 15. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 16. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Notice of Suits: Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the servicing of City vehicles under this Agreement or otherwise to the operation, maintenance and repair of said vehicles. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

Section 18. Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County Fire Rescue Fire Rescue Administrator 50 S. Military Trail, Suite 101 West Palm Beach, FL 33415

and if sent to the City shall be mailed to:

Fire Chief City of West Palm Beach Fire Department 500 North Dixie Highway West Palm Beach, FL 33402

With a copy to: City Administrator City of West Palm Beach P.O. Box 3366 West Palm Beach, FL 33402-3366

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Each party may change its address upon notice to the other.

Section 19. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

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Section 20. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 21. Enforcement Costs: Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

Section 22. Delegation of Duty: Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or City officers.

Section 23. Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 24. Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 25. Conflict Resolution: Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Fire Chiefs or their designees. The Fire Chiefs, or designees, shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

Section 26. None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to anyone other than the parties to this Agreement.

Section 27. The parties agree that time is of the essence in the performance of each and every obligation under this Agreement.

Section 28. Force Majeure: County shall not be deemed in default or breach of this

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Agreement to the extent it is unable to perform, or to timely perform, due to an event of *Force Majeure*. For the purpose of this Agreement, *Force Majeure* shall mean and include any act of God, including severe weather conditions or impending severe weather conditions, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the County which was not avoidable in the exercise of reasonable care and foresight. Further, the City specifically acknowledges that the County shall have no liability whatsoever for any damages or injuries due to a *Force Majeure*.

Section 29. Failure(s) to insist on strict performance of any covenant, condition, or provision of this Agreement by a party, its successors and assigns, shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

Section 30. Entirety of Agreement: This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST: SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By:_

Deputy Clerk

By:

Addie Green, Chairperson

APPROVED AS TO TERMS AND

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

CONDITIONS

By Fire-Rescue

CITY OF WEST PALM BEACH By:

ATTEST:

mannael B DI put ty Clerk

CITY ATTORNEY'S OFFICE APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 8-8-08 Date:

Lois J. Frankel, Mayor

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EXHIBIT

Hourly Rate

\$101.46

\$55

\$68

\$59

Palm Beach County Fire Rescue Rate Schedule Warranty, Vehicle and Staff Charges Fiscal Year 2008

Type of Charge

Vehicle Charges			
Engine			\$88
Haz Mat			\$224
Quint			\$220
Brush Truck			\$245
Tender			\$305
Rescue			\$24
Rescue/Pumper			\$54
Staff Charges			
Firefighter (FF,PM,DO)			\$40

Firefighter (FF,PM,DO) Company Officer Chief Officer/District Chief Investigator

Standard Staffing		
Engine		one (1) Company Officer and two (2) Firefighters
Haz Mat	=	two (2) Firefighters
Quint	=	three (3) Firefighters
Brush Truck	=	no additional personnel
Tender	=	one (1) Firefighter
Rescue	=	two (2) or three Firefighters-depends on unit
Rescue/Pumper	=	one (1) Company Officer and two (2) Firefighters

Administrative Charges

There shall be a twenty percent (20%) administrative charge on all fees charged to cover the cost of field supervision, equipment maintenance, alarm office cost, and administrative functions.

Additional charges may be required based on equipment damage/loss and personnel overtime and/or injuries.

All invoices will be based on half-hour increments. For example, a seventy-five minute call will be billed for one and one-half hours.

Details of calculations are available upon request.