Agenda Item #: <u>35-2</u>

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENE	DA ITEN	1 SUMMARY		
Meeting Date: September 15, 2009  Department	[X]	Consent Workshop	[]	Regular Public Hearing
Submitted For: FIRE RESCUE				
I. EX	XECUTI	VE BRIEF		=======================================
Staff recommends motion to ap Services Agreement for Mutual Assis the Village of Tequesta (Village).	prove: stance,	a First Ame Automatic Aid,	ndmer and [	nt to the Emergency Dispatch Services with
Summary: On April 5, 2005, the Board approve Mutual Assistance, Automatic Aid, at (R2005-0685) to provide for a continuous village as part of the Countywide Comechanism for implementing mutual The Agreement authorized the particular Understanding to develop automatic The parties now mutually desire to add Section 5 providing for primar County geographical areas. These County Fire-Rescue Station 11, whice For the period October 1, 2009 thresides \$168,000 annually to the Village for \$2012, the parties shall meet to negot and terms of payment for the remaind can be made prior to September 30, the agreement will continue through \$150 and	nd Disp tractual ommon assista es' resp aid/clo extend to y fire-ro e areas ch is sol rough S services tiate a co ining du 2012,	atch Services commitment of Dispatch progrance/automatic ective Fire Chasest unit responsive responsive previous eptember 30, a under Section of the ASection 5 shall	with the for distraction of the following with the following to the following the foll	ne Village of Tequestal patch services to the ong with providing the closest unit response), enter into Letter(s) of plans and procedures, ptember 30, 2021 and the Village to certain erved by Palm Beach ctive October 1, 2009, the County shall pay Prior to September 30 addressing the amountent. If no agreement
Background and Justification: The County currently has agreemed qualified municipalities for the provist County. Mutual Assistance/Automatemergency services to all residents. The parties have met and wish to exact Additionally, the parties wish to reest rescue response to certain geograp primary response, by the Village to period October 1, 2009 through Sept an annual amount of \$168,000. Pricement to renegotiate the terms and confidence of the agreement will continued.	ion of eatic Aid of Palicatend the stablish ohical at the area to September to Sept	mergency servagreements per Beach Courtain responses by addingers identified in Section 130, 2012, the Cotember 30, 2012, Section 2012, Sectio	vices the rovide of the regression of the regres	aroughout Palm Beach an improved level of ardless of jurisdiction a September 30, 2021 delines regarding firection 5 to provide for on Exhibit 1. For the will pay to the Village parties are required to the Agreement. If no 5 shall expire and the
Attachments:				
First Amendment to the Emer Automatic Aid, and Dispatch S	rgency Services	Services Agree with the Villag	ement e of Te	for Mutual Assistance equesta
Recommended By:  Deputy C	hief	20i		8-20-09 Date
Approved By: Fire-Resc	cue Adr	ninistrator	<u> </u>	8-25-09 Date

# II. FISCAL IMPACT ANALYSIS

A. Five Y	ear Summaı	ry of Fiscal I	mpact:			
Fiscal Years	i ·	2009	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expe	enditures osts	0	168,000	168,000	168,000	0
External Rev Program Inc In-Kind Mat		y)				
NET FISCA	AL IMPACT	0	168,000	168,000	168,000	0
# ADDITIO POSITION:	NAL FTE S (Cumulativ					
is item inclu			Yes <u>)</u>	X_ No		
Budget Acco	ount No.:	Fund <u>1300</u>	Dept <u>440</u> Un	iit <u>4931</u> Objed	et <u>340</u> 1	
B. Recor	mmehded So	ources of Fu	nds/Summar	y of Fiscal In	npact:	
Countywide MSTU fund v	Fire Rescue vith a transfe	Dispatch will r from the Ge	continue to neral Fund as	be appropriates a funding so	ed in the Fire urce.	Rescue
The County v Tequesta to area.	will be obligat provide prin	ed to pay fro nary respons	m the Fire-Re e to Palm Be	escue MSTU fe each County	und \$168K ar Fire-Rescue's	nually to s service
C. Depar	rtmental Fisc	cal Review:	<del>)</del>		·	
III. <u>Ri</u>	III. REVIEW COMMENTS					
A. OFME	3 Fiscal and/	or Contract	Dev. and Co	ntrol Comme	nts:	
B. Legal	Sufficiency	og B (Ngþ		Contract Dev	and Contro	10 ( ) 31 )
				This amend our review i	ment complies wi equirements.	th
SV <sub>(</sub> Assi	Um Bu stant Count	www.q y Attorney	<u>-4-</u> 09			
C. Other	Department	Review:				
	Departmen	t Director				

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

## FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF TEQUESTA (R2005-0685)

THIS FIRST AMENDMENT entered into on this \_\_\_\_\_day of \_\_\_\_\_\_, 2009, 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 Village of Tequesta, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter "Village").

#### WITNESSETH

WHEREAS, the parties entered into that certain Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services Between Palm Beach County and the Village of Tequesta effective April 5, 2005 (2005-0685) (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties mutually desire to reestablish certain response guidelines regarding fire-rescue response to certain geographical areas; and

WHEREAS, the parties further desire to amend the Agreement to extend its duration.

**NOW, THEREFORE,** the County and the Village, 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 First Amendment are true and correct, and are hereby reaffirmed by the parties.
- 2. The Agreement is hereby amended to add Section 5 to Article I to read as follows:

### ARTICLE I: MUTUAL ASSISTANCE AND AUTOMATIC AID

Section 5: Primary Fire-Rescue Response: From October 1, 2009, through September 30, 2012, the Village shall respond as the primary fire-rescue and emergency medical services/transport provider within the four geographical areas outlined in blue on the map attached hereto as Exhibit 1 and incorporated herein. The Village shall provide within said areas fire-rescue response including, but not limited to, fire suppression, rescue, and emergency medical services/transport. The Village shall maintain sufficient personnel and equipment to provide in said areas the same or equivalent types and levels of fire-rescue services as provided by the County's Station #11 at the time this First Amendment is approved. Notwithstanding anything in the Agreement or this First Amendment to the contrary, the provisions of Section 4 of Article I of the Agreement shall not be applicable to the services provided by the Village under this Section 5.

For the period from October 1, 2009, through September 30, 2012, the County shall pay One Hundred Sixty-Eight Thousand Dollars (\$168,000) to the Village on an annual basis payable in four installments on October 1, January 1, April 1 and July 1 of each year, for the services provided by the Village under this Section 5.

Prior to September 30, 2012, the parties shall meet to negotiate a contract amendment addressing the amount and terms of payment for the remaining duration of the Agreement. In the event the parties do not reach and approve such an amendment prior to September 30, 2012, then this Section 5 shall automatically expire on September 30, 2012. Said expiration of this Section 5 shall not be deemed to expire or terminate, or to be notice of intent to expire or terminate, the remainder of the Agreement or the remainder of this First Amendment, which shall remain in full force and effect unless terminated in accordance with the provisions of Section 9 of Article III of the Agreement.

The Village shall invoice the County 15 days prior to the due date each year. The County shall make payments to the Village in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes, as it may be amended from time to time.

Emergency medical services/transport provided by the Village shall be governed by Chapter 13, Article II, Division I, of the Palm Beach County Code, and the rules and regulations promulgated thereunder, all as may be amended from time to time. Notwithstanding anything herein to the contrary, should the Village services contemplated by this Section 5 require a COPCN, then this Section 5 shall be contingent upon the Village obtaining and maintaining any and all such required COPCNs, and the Village agrees to take all necessary actions to obtain and maintain such.

3. The Agreement is hereby amended to revise Section 8 of Article III to read as follows:

#### ARTICLE III: GENERAL CONTRACT TERMS

**Section 8. Effective Date and Term:** This Agreement shall take effect upon approval by both parties and continue through September 30, 2021, unless sooner terminated as provided herein.

- 4. This First Amendment shall take effect upon approval by both parties.
- 5. Except as specifically modified herein, all terms and conditions of the Agreement are hereby confirmed and shall remain in full force and effect; provided, however, that in the event of any conflict, inconsistency, or incongruity between the provisions of this First Amendment and the provisions of the Agreement, this First Amendment shall control.

6.	Each party's performance and obligation under the Agreement and this First Amend	ment
	is contingent upon an annual budgetary appropriation by its respective governing	body
	for the purposes hereunder.	

7. A copy of this First Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment 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: John F. Koons, Chairman
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Assistant County Attorney	By: Fire-Rescue
ATTEST:	VILLAGE OF TEQUESTA, FLORIDA
By: Village Clerk Stand 110/1	By: Pat Watkins) Pat Watkins, Mayor
DEANNA MAYO	OF TENTAL REPORTED
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:	SEAL
Village Attorney	1/9×VE 4, 19:00 1

