

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures					
Operating Costs	0	168,000	168,000	168,000	0
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	168,000	168,000	168,000	0

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in ^{Tentative} ~~Current~~ Budget? Yes No

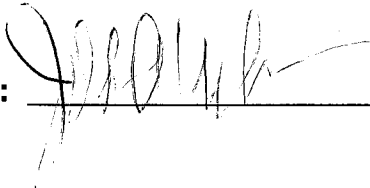
Budget Account No.: Fund 1300 Dept 440 Unit 4231 Object 3401

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

Countywide Fire Rescue Dispatch will continue to be appropriated in the Fire Rescue MSTU fund with a transfer from the General Fund as a funding source.

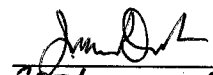
The County will be obligated to pay from the Fire-Rescue MSTU fund \$168K annually to Tequesta to provide primary response to Palm Beach County Fire-Rescue's service area.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

 8-31-09
OFMB *AN 8/27/09*

 8-31-09
Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with our review requirements.

 9-4-09
Assistant County Attorney

C. Other Department Review:

Department 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 Amendment 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: *Al B. Jerald*
Fire-Rescue

ATTEST:

VILLAGE OF TEQUESTA, FLORIDA

By: *Deanna Mayo for Lori McWilliams*
Village Clerk

By: *Pat Watkins*
Pat Watkins, Mayor

DEANNA MAYO

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Judge White*
Village Attorney

