

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

35-3

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2009 (x) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing  
Submitted By: Fire-Rescue

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a First Amendment to the Contract for Fire Protection and Emergency Medical Services with the Town of Jupiter (R2002-1210).

**Summary:**

On July 23, 2002, the Board approved a seven (7) year agreement with the Town of Jupiter (Town) for fire-rescue and emergency medical services through September 30, 2009. The proposed contract amendment will extend the term for an additional four (4) years through September 30, 2013. The Town adopted Ordinance Number 18-09 to extend inclusion in the Fire/Rescue Municipal Service Taxing Unit (MSTU) through tax year 2012 to fund service through September 30, 2013. However, the Amendment allows the Town the option to provide the County notice prior to November 1, 2011 if they choose not to participate in the Jupiter MSTU for the 2012 tax year, thereby terminating the Agreement as of September 30, 2012. The contract price for the additional years is based on the Full-Cost Allocation methodology. Effective October 1, 2009, the County will close Station 11 and the County's obligation to provide 20 on-duty personnel to the Jupiter service area shall be reduced to 17. The County will supplement this reduced staffing with emergency response agreements with the Village of Tequesta and Martin County.  
Countywide (SB)


**Background and Justification:**

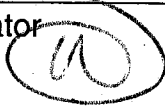
For the period October 1, 2002 through September 30, 2009, the County entered into an agreement with the Town of Jupiter to provide fire, rescue and emergency medical services within the municipality. This agreement will expire on September 30, 2009. The parties mutually desire a contract amendment to extend the terms of the existing agreement through September 30, 2013 while allowing the Town the option to not participate in the Jupiter MSTU for the 2012 tax year and terminate the agreement on September 30, 2012. On October 1, 2009, the County will close Station 11. The daily Palm Beach County Fire Rescue on-duty personnel will be reduced from 20 to 17. The County will supplement this reduced staffing level with emergency response agreements with the Village of Tequesta and Martin County.

**Attachments:**

1. First Amendment to the Contract for Fire Protection and Emergency Medical Services with the Town of Jupiter
2. Town of Jupiter Ordinance 18-09

Recommended by:  8-17-09  
Deputy Chief Date

Approved by:  8/18/09  
Fire-Rescue Administrator Date



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	Millions				
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs	\$14.5				
External Revenues	<\$14.5>				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	\$-0-				
# Additional FTE					
Positions (Cumulative)					

Is Item Included in <sup>Proposed</sup> Current Budget? Yes X No     
 Budget Account No: Fund 1301 Agency Var Org. Var Object Various  
 Reported Category \_\_\_\_\_

**B. Recommended sources of Funds/Summary of Fiscal Impact:**

The projected revenues are dependent upon the actual future costs based on the Full-Cost Allocation Methodology included in the agreement. These revenues are collected through the Jupiter Fire MSTU and transferred to the Main Fire MSTU.

**C. Departmental Fiscal Review:**

*[Handwritten Signature]*  
 \_\_\_\_\_

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Administration Comments:**

*[Handwritten Signature]*  
 OFMB 9/8/09 9/3/09

*[Handwritten Signature]* 9/10/09  
 Contract Administration

**B. Legal Sufficiency:**

At the time of our review, the attachments to this item were unavailable. Based on our review of a preliminary draft of the amendment complies with our requirements.

*[Handwritten Signature]* 9/10/09  
 Assistant County Attorney  
 At time of legal review, agreement was not yet executed by Town. Executed agreement needs to come

**C. Other Department Review:** *[Handwritten: people for legal approval.]*

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

(This Summary is not to be used as a basis for payment.)

**FIRST AMENDMENT TO THE CONTRACT FOR  
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES BY AND BETWEEN  
THE TOWN OF JUPITER AND PALM BEACH COUNTY (R2002-1210)**

**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 Town of Jupiter, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter "Town").

**WITNESSETH**

**WHEREAS**, the parties entered into that certain Contract By And Between Palm Beach County and the Town of Jupiter (R2002-1210) effective October 1, 2002 (hereinafter the "Contract"); and

**WHEREAS**, the parties desire to amend the Contract to extend its duration and update certain provisions relating to personnel and apparatus during the extension period.

**NOW, THEREFORE**, the County and the Town, 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 provisions of this First Amendment shall take effect October 1, 2009, provided that the Town has adopted, and maintains, an ordinance extending its consent to be included in the Jupiter MSTU through the expiration of the Contract as extended by this First Amendment.
3. **Section III, Paragraph A**, of the Contract is hereby amended as follows to read:

**"A. Contract Price**

1. The contract price shall be a blend of the "Growth Formula" and the "Full Cost Formula" as defined herein.
2. The Growth Formula is defined as the base contract amount adjusted by the increase and/or decrease in the five (5) year rolling average CPI for the Miami/Ft. Lauderdale region for January as determined by the Bureau of Labor Statistics for all Urban Consumers *and* the five (5) year rolling average of the annual percentage increase in population of the Town as estimated by the University of Florida, Bureau of Economic and Business Research.
3. The Full Cost Formula is defined in detail in Exhibit B.

4. The blending of these two formulas will be as follows:

Year	Fiscal Year	Growth Formula	Full Cost Formula
1	2003	80%	20%
2	2004	60%	40%
3	2005	45%	55%
4	2006	30%	70%
5	2007	15%	85%
6	2008	0%	100%
7	2009	0%	100%
8	2010	0%	100%
9	2011	0%	100%
10	2012	0%	100%
11	2013	0%	100%

5. The 2002 contract amount of \$6,488,774 shall be considered the base contract amount for calculating the amount of the first year of the contract. For each subsequent year of the contract, the prior year contract amount shall be considered the base contract amount.”

4. **Section IV, Paragraph A**, of the Contract is hereby amended as follows to read:

**“A. Personnel**

The County shall provide the Jupiter Service Area with twenty (20) fire-rescue personnel on duty at all times. The 20 personnel shall include Firefighters, Driver Operators, Paramedics, and Station Officers. Notwithstanding anything herein to the contrary, effective October 1, 2009, the County will close Station 11, and the County’s obligation to provide the Jupiter Service Area with fire-rescue personnel shall be reduced by three (3), for a total of seventeen (17) on-duty fire-rescue personnel. The County intends to maintain an agreement with Tequesta Fire Rescue that will supplement coverage of the Jupiter Service Area. In the event said agreement, or the applicable provisions of said agreement, should expire or be terminated, the parties agree to meet to determine alternative methods of providing such supplemental coverage to the affected areas.

5. **Section V** of the Contract is hereby amended as follows to read:

**“SECTION V. APPARATUS**

The County shall provide apparatus to the Jupiter Service Area as shown in the attached Exhibit “A” which is incorporated herein as part of this contract. Any substitutions in apparatus shall be noted in the annual report. Notwithstanding anything herein to the contrary, effective October 1, 2009, the apparatus assigned to Station 11 shall be eliminated and Exhibit A shall be

revised to delete Station 11 and the apparatus assigned to Station 11 (see revised Exhibit A attached hereto and incorporated herein).

Any pumper or rescue vehicle absent for longer than twelve (12) hours due to mechanical reasons shall be replaced by apparatus with substantially equal capabilities. The amount of apparatus shall not diminish during the term of the contract. The provision of apparatus as provided for herein shall be a material term of this contract.”

6. **Section XII** of the Agreement is hereby amended as follows to read:

**“SECTION XII. TERM, TERMINATION, AND RENEWAL**

This contract shall begin on October 1, 2002 and expire on September 30, ~~2009~~2013. This contract may be terminated in the event either party shall default on any of its material obligations and fail to cure said default in accordance with Section XIII of this contract. The parties hereto may agree to renew the contract upon such terms as are agreed to in writing by the parties.

Notwithstanding the paragraph, immediately preceding, should the Town notify the County on or before November 1, 2011, of its intent to terminate its participation in the Jupiter MSTU for tax year 2012, then this Agreement shall terminate on September 30, 2012. ”

7. Each party’s performance, obligations and expenditures under the Contract and this First Amendment are contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year and subject to any budgetary limitations imposed by law.
8. Except as provided herein, all other terms and conditions of the Contract are hereby confirmed and shall remain in full 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 Contract, this First Amendment shall control.
9. 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: Sharon Bums  
Assistant County Attorney

By: [Signature]  
Fire-Rescue

ATTEST:

TOWN OF JUPITER, FLORIDA,  
BY ITS TOWN COUNCIL

By: [Signature]  
Clerk, Town of Jupiter



By: [Signature]  
Karen J. Golonka, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Thomas J. Baird, Esq., Town Attorney  
Town of Jupiter

**EXHIBIT "A"**

**2002**

**Emergency Response Vehicles Assigned to the Jupiter Service Area**

<b>Station 11</b>	<b>Station 16</b>	<b>Station 18</b>	<b>Station 19</b>
<del>1998 ALS Rescue Pumper, Condition: Good</del>	2000 1250 GPM Pumper, Condition: Excellent	1996 1250 GPM Pumper, Condition: Good	2000 1250 GPM Pumper, Condition: Excellent
	2001 ALS Rescue, Condition: Excellent	2001 ALS Rescue, Condition: Excellent	2001 ALS Rescue, Condition: Good
	2002 Wildland Fire Apparatus, Condition: Excellent		2001 Wildland Fire Apparatus, Condition: Excellent
			2001 Special Operations Truck, Condition: Excellent

**ORDINANCE NO 18-09**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, CONSENTING TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN INTO A PALM BEACH COUNTY MUNICIPAL SERVICE TAXING UNIT; PROVIDING FOR INTENT, PURPOSE AND EFFECT; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR REPEAL OF ORDINANCE.**

**WHEREAS**, pursuant to Section 125.01(1)(q) and (r) , Florida Statutes, the Florida Legislature has empowered counties to establish Municipal Service Taxing Units (MSTU), whereby a County may levy a tax within the County to cover the cost of providing for certain municipal services, including the provision of fire-rescue services; and

**WHEREAS**, pursuant to Section 125.01(1)(q), Florida Statutes, the Florida Legislature has provided that any municipality or portion thereof may be included in a municipal service taxing unit provided the municipality consents to same; and

**WHEREAS**, a municipality's consent to the inclusion of its territory within a MSTU must be authorized by the enactment of an ordinance of the governing body of the municipality; and

**WHEREAS**, the Jupiter Town Council is the governing body of the Town of Jupiter; and



**WHEREAS**, Palm Beach County has created a MSTU, known as the Jupiter MSTU to provide fire-rescue services within the Town's boundaries; and;

**WHEREAS**, the Town has by Ordinance 54-02 consented to its inclusion in the Jupiter MSTU through September 30, 2009; and

**WHEREAS**, the Town desires to extend its participation in the Jupiter MSTU to fund County fire-rescue services through September 30, 2013.

**NOW THEREFORE**, be it ordained by the Town Council of the Town of Jupiter, Florida:

Section 1. Intent and Purpose

It is the intent, of this ordinance to comply with the provisions of Section 125.01(1)(q), Florida Statutes. The Town Council hereby consents to the inclusion of the land within its municipal boundaries, as they may be amended from time to time, into the Jupiter MSTU for tax years 2009, 2010, 2011 and 2012 for the sole and exclusive purpose of subjecting the properties therein to taxation for the provision of Palm Beach County fire-rescue services within the territorial limits of the Town of Jupiter, including enforcement of the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto. The MSTU has been established pursuant to enabling legislation adopted by the Board of County Commissioners of Palm Beach County. The Town's continuing participation in the MSTU is contingent upon the County maintaining an ordinance including the Town

within the MSTU.

Section 2. Repeal of Laws in Conflict

All other ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed to the extent of the conflict. Notwithstanding anything herein to the contrary, Ordinance 54-02 shall expire as provided for therein, and shall not be deemed repealed by this ordinance.

Section 3. Severability

If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance.

Section 4. Effective Date

The provisions of this Ordinance shall become effective immediately to affirm and continue the Town's consent to be included in the Jupiter MSTU for tax year 2009, to fund County fire-rescue services commencing October 1, 2009. The Town's consent to be included in the Jupiter MSTU shall continue for a term of four tax years through December 31, 2012, to fund fire-rescue services by the County through September 30, 2013 subject

to termination pursuant to Section 5, below; provided, however, that the Town's consent and inclusion in the Jupiter MSTU shall be deemed to continue through September 30, 2013, to the extent necessary to enable the County to provide within the Town fire-rescue and related services funded by tax year 2012, including but not limited to the enforcement of applicable laws and regulations.

#### Section 5. Repeal of Ordinance

Should the Town elect to terminate its participation in the Jupiter MSTU for the fourth year of the term referenced hereinabove, then it shall provide written notice to Palm Beach County on or before November 1, 2011 and adopt an Ordinance to repeal or otherwise terminate the Town's participation in the Jupiter MSTU effective December 31, 2011. In such case, the Town's inclusion in the Jupiter MSTU shall terminate on said December 31, 2011; provided however that the Town's inclusion in the Jupiter MSTU shall be deemed to continued through September 30, 2012, to the extent necessary to enable the County to provide within the Town fire-rescue and related services funded by tax year 2011, including but not limited to the enforcement of applicable laws and regulations.

Upon First Reading this 19<sup>th</sup> day of May, 2009, the foregoing Ordinance was offered by Vice-Mayor Todd R. Wodraska, who moved its adoption. The motion was seconded by Councilor Robert M. Friedman, and upon being put to a roll call vote, the vote was as follows:

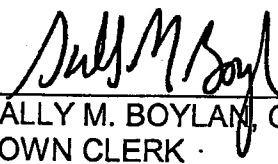
	AYE	NAY
MAYOR KAREN J. GOLONKA	X	_____
VICE-MAYOR TODD R. WODRASKA	X	_____
COUNCILOR ROBERT M. FRIEDMAN	X	_____
COUNCILOR WENDY HARRISON	Absent	_____
COUNCILOR JIM KURETSKI	X	_____

Upon Second Reading this 2<sup>nd</sup> day of June, 2009, the foregoing Ordinance was offered by Councilor Wendy Harrison, who moved its adoption. The motion was seconded by Councilor Jim Kuretski, and upon being put to a roll call vote, the vote was as follows:

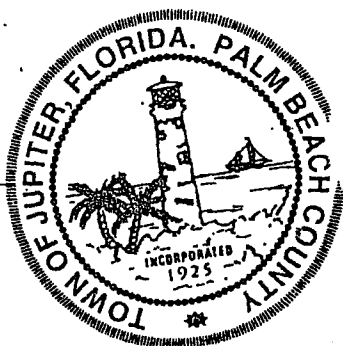
	AYE	NAY
MAYOR KAREN J. GOLONKA	X	_____
VICE-MAYOR TODD R. WODRASKA	Absent	_____
COUNCILOR ROBERT M. FRIEDMAN	Absent	_____
COUNCILOR WENDY HARRISON	X	_____
COUNCILOR JIM KURETSKI	X	_____

The Mayor thereupon declared Ordinance 18-09 duly passed and adopted this 2<sup>nd</sup> day of June, 2009.

ATTEST:

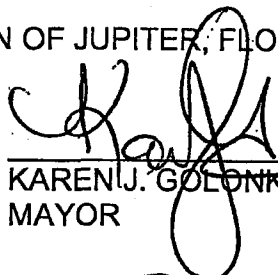
  
 SALLY M. BOYLAN, CMC  
 TOWN CLERK

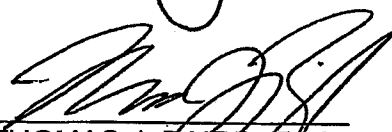
(TOWN SEAL)



TOWN OF JUPITER, FLORIDA

BY:

  
 KAREN J. GOLONKA  
 MAYOR

  
 THOMAS J. BAIRD, ESQ.  
 Approved as to form and  
 legal sufficiency