

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: September 22, 2009        Consent Workshop        Regular Public Hearing  
Department \_\_\_\_\_  
Submitted For: FIRE RESCUE

**I. EXECUTIVE BRIEF**

**Motion and Title:**

**Staff recommends motion to approve:** a First Amendment to the Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services with the Village of Tequesta (Village).

**Summary:**

On April 5, 2005, the Board approved a ten year Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services with the Village of Tequesta (R2005-0685) to provide for a contractual commitment for dispatch services to the Village as part of the Countywide Common Dispatch program along with providing the mechanism for implementing mutual assistance/automatic aid (closest unit response). The Agreement authorized the parties' respective Fire Chiefs to enter into Letter(s) of Understanding to develop automatic aid/closest unit response plans and procedures. The parties now mutually desire to extend that term through September 30, 2021 and add Section 5 providing for primary fire-rescue response by the Village to certain County geographical areas. These areas were previously served by Palm Beach County Fire-Rescue Station 11, which is scheduled to close effective October 1, 2009. For the period October 1, 2009 through September 30, 2012, the County shall pay \$168,000 annually to the Village for services under 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. If no agreement can be made prior to September 30, 2012, Section 5 shall expire and the remainder of the agreement will continue through September 30, 2021.

District 1 (SB)

**Background and Justification:**

The County currently has agreements for automatic aid and mutual assistance with qualified municipalities for the provision of emergency services throughout Palm Beach County. Mutual Assistance/Automatic Aid agreements provide an improved level of emergency services to all residents of Palm Beach County regardless of jurisdiction. The parties have met and wish to extend that agreement through September 30, 2021. Additionally, the parties wish to reestablish certain response guidelines regarding fire-rescue response to certain geographical areas by adding a Section 5 to provide for primary response, by the Village to the areas identified in blue on Exhibit 1. For the period October 1, 2009 through September 30, 2012, the County will pay to the Village, an annual amount of \$168,000. Prior to September 30, 2012 the parties are required to meet to renegotiate the terms and cost identified in Section 5 of the Agreement. If no agreement can be made prior to September 30, 2012, Section 5 shall expire and the remainder of the agreement will continue through September 30, 2021.

**Attachments:**

1. First Amendment to the Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services with the Village of Tequesta

Recommended By:       8-20-09  
Deputy Chief      Date

Approved By:       8-25-09  
Fire-Rescue Administrator      Date



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)					
<b>NET FISCAL IMPACT</b>	<b>0</b>	<b>168,000</b>	<b>168,000</b>	<b>168,000</b>	<b>0</b>

# ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in <sup>Tentative</sup> Current Budget?      Yes  No

Budget Account No.:      Fund 1300 Dept 440 Unit 423 Object 340

**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:**

*[Handwritten signature]*

**III. REVIEW COMMENTS**

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

*[Handwritten signature]* 8-31-09  
OFMB      *[Handwritten initials]*

*[Handwritten signature]* 8-31-09  
Contract Dev. and Control

**B. Legal Sufficiency:**

*[Handwritten signature]* 9-4-09  
Assistant County Attorney

This amendment complies with our review requirements.

**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  
John F. Koons, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: Sharon Burruss  
Assistant County Attorney

By: Al B. [Signature]  
Fire-Rescue

ATTEST:

VILLAGE OF TEQUESTA, FLORIDA

By: Deanna Mays  
Village Clerk

By: Pat Watkins  
Pat Watkins, Mayor

DEANNA MAYS

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Village Attorney



EXHIBIT 1

