

A. Five Year Summary of Fiscal Impact:

Fiscal Years 2011 2012 2013 2014 2015

Capital Expenditures
Operating Costs

External Revenues
Program Income (County)
In-Kind Match (County)

NET FISCAL IMPACT ~ 0 ~ see below

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes ___ No ___

Budget Account No.: Fund 1300 Dept 440 Unit ___ Object ___

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

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

* Approval of this agreement will result in the incremental cost associated with the radio and DP equipment necessary to provide dispatch services.

C. Departmental Fiscal Review:

[Handwritten signature]

III. REVIEW COMMENTS

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

[Handwritten signature] 4/28/11
OFMB VA 4/25/11

[Handwritten signature] 4/29/11
Contract Dev. and Control

B. Legal Sufficiency:

[Handwritten signature] 4/2/11
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

**INTERLOCAL AGREEMENT
FOR FIRE RESCUE DISPATCH SERVICES
BETWEEN
PALM BEACH COUNTY AND THE TOWN OF PALM BEACH SHORES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, 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 Town of Palm Beach Shores, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "Town").

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, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, the County has approved funding from countywide revenues for countywide common fire-rescue dispatch services (hereinafter "Countywide Common Dispatch" or "Common Dispatch") to be offered and provided by Palm Beach County Fire-Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the Town; and

WHEREAS, the Countywide Common Dispatch program will provide a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the Town. This real and substantial benefit includes, but is not limited to, the ability to implement a closest unit response system; a more efficient deployment of mutual aid resources; enhanced emergency and disaster coordination between service providers; a more consistent recording and tracking of response time elements; and the ability to avoid confusion in dispatching calls received from mixed service areas with complex jurisdictional boundaries; and

WHEREAS, the Town and County desire to enter into this Agreement as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

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 Town do hereby agree as follows:

ARTICLE I: COMMON DISPATCH

Section 1. Common Dispatch: The Town shall be included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire-Rescue Department) will provide the necessary equipment and services to implement and provide Common Dispatch and related communication services for the Town as detailed herein. Each party hereby authorizes its Fire Chief or his designee to meet with the other party's Fire Chief or his designee to develop Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, a time-line for Common Dispatch implementation, geographical response boundaries, and other operational details. These plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the Town's level of participation in the Countywide Common Dispatch program, the equipment that will be provided by the County to the Town for its use in implementing the dispatch services provided by County hereunder (hereinafter the "Equipment"), dispatch protocols, and a time-line for Common Dispatch implementation. The County shall maintain ownership of all said Equipment.

Section 2: Town Responsibilities:

The Town agrees:

- A. To maintain a Common Dispatch Letter of Understanding between the parties' Fire Chiefs as discussed above.
- B. To adopt dispatch protocols mutually agreed upon in the Letter of Understanding.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the Town's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County to implement and receive the dispatch services provided by the County hereunder.

- F. To notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair, notwithstanding anything to the contrary herein.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement, as well as any Equipment identified by County for replacement during the term of this Agreement.
- J. To certify the accuracy of Town street addressing included in County database and on a continuing basis promptly notify the County of any necessary changes/updates to the street addressing database.
- K. To assist the County in the annual fixed asset inventory identification process.

Section 3: County Responsibilities:

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the Town's PSAP.
- B. To document unit times (e.g. response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide communication support for all emergency fire-rescue incidents.
- D. To provide for Town's use of the Equipment necessary to implement Common Dispatch services to the Town.
- E. To provide maintenance and repair to dispatch related Equipment provided to the Town by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.
- G. The commencement date for each of the County's responsibilities, as set forth in paragraphs A-F of this Section, shall be identified in the time-line set forth in the Letter of Understanding between the Fire Chiefs.

ARTICLE II: 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 Fire Chief, whose telephone number is (561) 616-7001. The Town representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 844-4807.

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. This Agreement does not, and shall not be construed to, make any officer or employee of either party the officer or employee of the other party for any purpose whatsoever.

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.

Section 5. No Assumption of Liability: Neither party to this Agreement nor its respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party or its officers and employees, or of any third party. Further, nothing herein shall be construed as a waiver of sovereign immunity or the assumption of liability in excess of that allowed by law. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other party.

Section 6. Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment.

Section 7. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the Town shall indemnify, defend and hold harmless the County against any actions,

claims or damages arising out of the Town's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Section 8. Effective Date and Term: This Agreement shall take effect upon execution by both parties and will remain in full force and effect through September 30, 2021, unless sooner terminated as provided herein.

Section 9. Notice of Termination: Either party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Section 10. Capital Improvement Plans: Both parties to this Agreement, on an annual basis, shall exchange Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within their respective jurisdictions and/or service areas. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

Section 11. Assignment of Rights: Neither party shall assign, delegate, transfer or convey, in whole or in part, its rights, duties, or obligations, as set forth in or arising from this Agreement, to any other entity without the prior written consent of the other party.

Section 12. 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 13. Entirety of Agreement: This Agreement, along with the Fire Chiefs' Common Dispatch Letter(s) of Understanding discussed in Article 1, represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective assigns and successors in interest.

Section 14. Equal Opportunity: Each party represents and warrants that it will not discriminate in the performance of services hereunder on the basis of, and that its employees and members of the general public benefitting from services hereunder will be treated equally without

regard to, race, sex, sexual orientation, gender identity or expression, color, religion, disability, age, marital status, familial status, national origin or ancestry.

Section 15. 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 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. 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. Records and Audits: Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power pursuant to County Ordinance 2009-049 to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Town, its officers, agents, employees, and lobbyists with respect to, and limited to, the Town's business relationship with the County as created by this Agreement, in order to ensure compliance with Agreement requirements and detect corruption and fraud relative to this Agreement. Violations of Ordinance 2009-049 are punishable as provided for therein.

Section 18. 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 19. 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 services provided by the other party. 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 20. 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
405 Pike Road
West Palm Beach, FL 33411

and if sent to the Town shall be mailed to:

Town of Palm Beach Shores Fire Department
Fire Chief
247 Edwards Lane
Palm Beach Shores, FL 33404

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

Section 21. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 22. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 23. 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 24. Contract for Services; No Delegation of Duty: This Agreement is an Interlocal agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation or transfer of the constitutional or statutory duties of either party or their respective officers and employees.

Section 25. HIPAA Compliance: Both parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the parties shall promptly amend such provision as

necessary to comply with HIPAA and its regulations.

Section 26. 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 27. 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 28: 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 Contract Monitors. The Contract Monitors 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 29: 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 any one other than the parties 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: _____
Karen T. Marcus, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

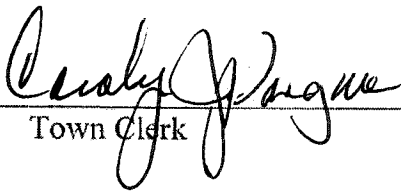
**APPROVED AS TO TERMS AND
CONDITIONS**

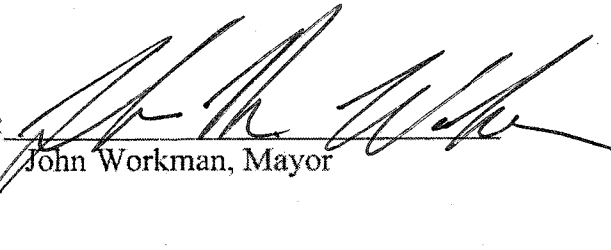
By: _____
County Attorney

By:  _____
Fire-Rescue

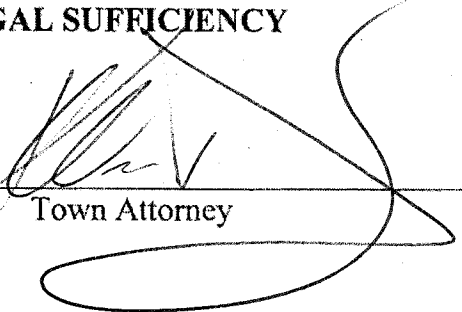
ATTEST:

TOWN OF PALM BEACH SHORES, FLORIDA

By:  _____
Town Clerk

By:  _____
John Workman, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
Town Attorney