

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$15.1 M</u>	_____	_____	_____	_____
External Revenues	<u>(\$15.1 M)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No ___

Budget Account No.: Fund 1301 Dept ^{440/}220 Unit ^{6500/}4290 Object Various

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

For FY14, the operating costs for the provision of services to the Town is \$15,098,286 which shall be funded by emergency transport fees, non-emergency services fees and the \$14,874,897 contract price (collected through the Jupiter Fire MSTU). Projected revenues are dependent upon the actual future costs based on the Full-Cost Allocation Methodology included in the agreement.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

<p><u><i>[Signature]</i></u> 11/1/13 OFMB ^{KD} ^Φ 10/31 11/1/13</p>	<p><u><i>[Signature]</i></u> 11/12/13 Contract Dev. and Control 11-12-13 <i>[Signature]</i></p>
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B. Legal Sufficiency:

[Signature] 11/15/13
Assistant County Attorney

Approved by TOWN on 11/5/13, but
Contracts not yet
executed by TOWN
at time of legal review.
Will need to come back
for legal approval when
received.

C. Other Department Review:

Department Director

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

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
BY AND BETWEEN
THE TOWN OF JUPITER AND PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT, made this _____ day of _____, 2013, by and between the **TOWN OF JUPITER**, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter "the Town") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "the County") for fire-rescue services.

WITNESSETH:

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 powers 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, Chapter 26, Article II, Division 3, of the Palm Beach County Code, in accordance with the authority set forth in Section 125.01(1)(q) and (r), Florida Statutes, established the Jupiter MSTU (Municipal Service Taxing Unit) as a mechanism for the provision and funding of County fire protection and emergency medical services within the established boundaries of the Jupiter MSTU, which includes the incorporated area of the Town of Jupiter; and

WHEREAS, in accordance with Section 125.01(2), Florida Statutes, the Palm Beach County Board of County Commissioners is the governing body of the Jupiter MSTU; and

WHEREAS, the Town has received fire protection and emergency medical services from the County since 1997 by and through the Town's participation in the Jupiter MSTU through duly enacted ordinances of the parties and as outlined in a service contract between the parties; and

WHEREAS, the Town desires to continue to receive fire protection and emergency medical services from the County, and the County desires to continue to provide such services within the Town; and

WHEREAS, the Town enacted Ordinance No. 42-13 to continue its consent to participate in the Jupiter MSTU for the provision and funding of County fire-rescue services within the Town through September 30, 2023; and

WHEREAS, both the Town and the County believe that the public interest is promoted by the Town's continuing participation in the Jupiter MSTU as a method to receive and fund fire-rescue and related services from the County, while entering into this Agreement to outline certain terms of the services to be provided.

WHEREAS, the County proposes to use certain ad valorem revenues derived from its levy of taxes for fire-rescue purposes within the Jupiter MSTU, and other non-ad valorem revenues as set forth herein, to fund the services provided herein; and

WHEREAS, the parties have determined that the cost of the fire-rescue and emergency medical services the County proposes to provide to the Town is fair and reasonable in amount; and

WHEREAS, the parties have further determined the methodology will fairly and reasonably allocate the cost of fire-rescue and emergency medical services to the Jupiter MSTU.

NOW, THEREFORE, the Town and the County, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. INCORPORATION OF FACTS ; PURPOSE

The facts set forth above in the preamble to this Agreement are true and correct and are hereby incorporated into this Agreement.

The purpose of this Agreement is to outline certain terms regarding the provision of fire protection and emergency medical services within the Town by the County, by and through the Jupiter MSTU. To facilitate the purposes of this Agreement, the Town shall cooperate with and assist the County so as to ensure that the services provided by County are coordinated with other municipal services provided by the Town, and that complaints and/or inquiries regarding the County's or the Town's performance and the services delivered hereunder are appropriately addressed.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

A. Recognition of the Jupiter Service Area, Jupiter MSTU, and Responsibilities thereof

1. The Jupiter Municipal Services Taxing Unit.

The County shall maintain a Municipal Services Taxing Unit ("MSTU") to provide fire-rescue services to the municipal areas of the Town by a duly enacted ordinance of the Board of County Commissioners. The geographic boundaries of the Jupiter MSTU shall include the incorporated area of the Town, as it may be amended from time to time. The County shall provide and administer the fire-rescue services to the properties within the Jupiter MSTU in accordance with this Contract. In accordance with Section 26-54(b) of the Palm Beach County Code, any County ordinances pertaining to fire-rescue services shall be applicable within the Town.

The County and the Town hereby recognize that the County, through its Fire Rescue Department, provides fire-rescue services throughout Palm Beach County, including Jupiter, and those services, at the County's discretion may be provided from facilities and with personnel and apparatus located within or without the municipal boundaries of the Town.

2. Jupiter Service Area:

The area generally described as being bounded by Donald Ross Road on the south, the Florida Turnpike on the west, the Martin County line on the north, and the Atlantic Ocean on the east, plus any incorporated areas of Jupiter that fall outside this area, shall be known as the Jupiter Service Area. For purposes of this Agreement the Jupiter Service Area is described in order to identify and enumerate specific resources allocated as part of this Agreement, but has no operational significance. The Jupiter MSTU represents a portion of the Jupiter Service Area which in turn represents a portion of Palm Beach County Fire-Rescue's Battalion 1.

B. Services to be Provided

The County, by and through the Jupiter MSTU, shall provide the Town fire protection, emergency medical services, hazardous materials response with a technical level of expertise, confined space and dive rescue, personnel and equipment, community education programs, fire code enforcement, (and testimony related thereto), new construction plan review and inspection, and all other emergency and non-emergency services generally provided by Palm Beach County Fire-Rescue.

Based on the Town's inclusion in the Jupiter MSTU, and in accordance with the provisions of Section 26-54(b) of the Palm Beach County Code, the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto (as may be hereinafter collectively referred to as the "Fire Code"), all as may be amended from time to time, shall be applicable within the Town and enforceable therein by the County. The County shall conduct fire inspections on applicable buildings and structures located within the incorporated boundaries of the Town in accordance with the Fire Code.

C. Station Locations

The parties acknowledge that County provides Fire Rescue and Emergency Medical Services from facilities both inside and outside the municipal boundaries of the Town. The parties further acknowledge that required staffing and types of equipment may change from time to time. Additionally, the re-location of existing facilities, additional new facilities, consolidation or closing of facilities may be necessary. These changes will be made as operationally necessary after consultation with the Town. Nothing stated in this section relieves the County from its responsibility for meeting its response time criteria as set forth in Section 10, Standard of Performance.

D. Receiving and Dispatching Calls for Emergency Service

All calls for emergency services received by the Town which require a response by County Fire-Rescue shall be immediately forwarded to the Palm Beach County Emergency Communication Center for operational dispatch.

E. Town Remains in Jupiter MSTU

The parties understand and agree that this Agreement and the County's provision of services hereunder are contingent upon the Town remaining in the Jupiter MSTU for the entire duration of the term of this Agreement. Should the Town fail to enact an ordinance prior to October 1, 2013 consenting to its continuing inclusion in the Jupiter MSTU for the duration of this Agreement, then this Agreement shall be deemed null and void. Should the Town fail to continue said ordinance and MSTU consent in effect for the entire duration of this Agreement, then this Agreement shall be terminated at such time that the Town is no longer included within the Jupiter MSTU.

SECTION 3. COSTS AND FUNDING FOR SERVICES

A. Contract Price

The Town's contract price for services rendered under this service Agreement shall be calculated on an annual basis using the "Full Cost Formula", attached hereto as **Exhibit A**.

B. Funding Through MSTU

The provision of Fire-Rescue services by the County within the Town shall be funded by and through the Jupiter MSTU pursuant to the ordinances adopted by the County and the Town providing for the inclusion of the Town in the Jupiter MSTU. The Town acknowledges and agrees that the level of funding available to fund Fire-Rescue services within the Jupiter MSTU, including within the Town, is subject to the non-delegable discretion and determination of the Board of County Commissioners through its budgetary process and any applicable laws, policies and regulations. If the County determines that budgetary limitations or constraints impacting the Jupiter MSTU, including but not limited to millage limitations imposed by law or a substantial drop in property values, affect the County's ability to meet any term or condition of this Agreement, then the parties shall collaboratively negotiate an amendment to this Agreement to address the impact of such budgetary limitation or constraint. Should the parties fail to promptly process and approve such an amendment to this Agreement, then, notwithstanding anything in this Agreement to the contrary, the County's failure to meet any term or condition of this Agreement due to such budgetary limitation or constraint shall be excused and shall not be deemed to be a breach of this Agreement. In such case, either party shall have the right to terminate this Agreement effective September 30 of any subsequent calendar year upon at least twelve (12) months written notice to the other party.

C. Other Revenues

The County shall retain the right to charge, collect and retain all revenues for services rendered by Fire-Rescue within the Town, including but not limited to the following services:

- a. Hazardous materials mitigation services.
 - b. All fees for non-emergency services, including, but not limited to, impact fees, fire inspection fees, plan review fees, false alarm fees, etc.
 - c. Emergency transport services pursuant to the County's fee schedule.
2. All fees, excluding impact fees, collected by the County within the Town shall be credited against the annual contract price.
 3. The Town agrees to take any action necessary to ensure that the County is lawfully empowered to invoice and collect the fees described above.

D. Records

Upon the Town's request, the County shall provide those records containing budget data, allocation percentages, response time statistics and all other information necessary to calculate the cost of services in the Full Cost Formula contained in **Exhibit A**.

SECTION 4. PERSONNEL ASSIGNMENTS, COMMAND STAFF

A. Personnel

The County shall provide the Jupiter Service Area with seventeen (17) fire-rescue personnel on duty at all times. The 17 personnel shall include Firefighters, Driver Operators, Paramedics, Emergency Medical Technicians, and Station Officers

B. Command Staff

The County shall provide the Jupiter Service Area with the following officer command staff: Battalion Chief, District Commander, and EMS officer. All officers shall be fully trained in and capable of serving as incident commanders. The assignment of personnel as provided for herein shall be a material term of this Agreement.

SECTION 5. APPARATUS

The County shall provide the following apparatus to the Jupiter Service Area:

- Three (3) Command Vehicles
- One (1) Support Vehicle
- Two (2) Brush Trucks
- Three (3) Engines
- Three (3) Rescue Units
- One (1) Special Operations Unit

Any substitutions in apparatus, which may be made in County's discretion, shall be noted in the annual report.

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 Agreement. The provision of apparatus as provided for herein shall be a material term of this Agreement.

SECTION 6. NEW PROGRAMS

A Fire Rescue working group shall be formed to consist of three (3) persons from the Town and three (3) persons from Palm Beach County Fire Rescue to explore new programs and enhancements to further better efficiencies in service delivery. Group recommendations will be forwarded to the Town Manager and Fire Rescue Administrator. Further, the Town may conduct a Community Risk Analysis using a third party consultant without expense to the County. The results and any suggested implementations will be considered by the Fire Rescue working group but neither party shall be obligated to implement any recommendation without written approval of both parties to this Agreement.

SECTION 7. EMERGENCY MEDICAL SERVICES

Emergency medical services provided by the County 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. The Town shall take any and all action necessary to facilitate the delivery of EMS services by the County hereunder. Notwithstanding anything in this Agreement that is or may be construed to the contrary, should Palm Beach County Fire-Rescue not be granted the necessary COPCNs to provide the contemplated emergency medical services within the Town boundaries at any time during the term of this Agreement, then at said time, this entire Agreement and all further obligations under this Agreement shall be terminated.

SECTION 8. HAZARDOUS MATERIALS, DIVE RESCUE, AND CONFINED SPACE RESPONSE TEAM

The County shall provide the above referenced response team and equipment from within the Jupiter Service Area.

SECTION 9. EXTRAORDINARY EVENT NOTIFICATION

A log of all calls for service within the Town shall be maintained and presented monthly to the Town Manager. The log shall contain, at a minimum, the following:

- A. Time call received by Palm Beach County Fire-Rescue
- B. Time of dispatch
- C. Time en route
- D. Travel time
- E. Time of arrival

The Battalion Chief for Battalion 1 shall promptly report to the Town Manager the following information for extraordinary events involving;

- A. Significant property damage
- B. Mass injuries
- C. Hazardous materials incidents, including the nature and extent thereof

The Town acknowledges that the County is bound by the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and any regulations promulgated thereunder, including but not limited to the privacy and security regulations, all as may be amended from time to time. Should the County determine that any of the provisions set forth in this Section, or elsewhere in this Agreement, are inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the County shall immediately be completely and forever discharged and released from said contractual provisions and obligations. The parties further agree to amend this Agreement if the County determines that such an amendment is necessary in order to comply with its obligations under HIPAA and the regulations promulgated thereunder.

SECTION 10. STANDARD OF PERFORMANCE - RESPONSE TIMES

Response times for this Agreement shall be defined as the average time in minutes and seconds of all emergency calls for service in the Town measured by the time the call is received by County Fire Rescue to the arrival of the first unit. The response time monthly average shall be seven (7) minutes, 90% of the time. Average response times shall be calculated by first removing the 10% of all emergency calls each month with the longest response times and averaging the remaining calls. The County intends to maintain this response time standard of performance throughout the term of this Agreement; however if this standard is not met, then the parties agree to promptly discuss factors affecting the response time, which may include factors such as personnel, apparatus, call volume, and station location. If the County

determines that additional personnel or apparatus to the Jupiter Service Area, or other contract revision, is necessary to meet the response time standard of performance, then the parties agree to promptly process an amendment to this Agreement. If the parties approve said contract amendment and it results in any additional costs to the County, said additional costs shall be added to the Town's contract price and funded by the Jupiter MSTU. Should the parties fail to promptly process and approve said contract amendment, then either party shall have the right to terminate this Agreement upon sixty (60) days written notice to the other party.

SECTION 11. MEETINGS

The Town's Town Manager and County's Fire Rescue Administrator shall meet bi-annually, or at the request of either party, to discuss issues of mutual concern.

SECTION 12. TERM, TERMINATION, AND RENEWAL

This Agreement shall begin on October 1, 2013 and expire on September 30, 2023, unless terminated earlier in accordance with this Agreement. This Agreement 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 13 of this Agreement. This Agreement may also be terminated as otherwise provided for in this Agreement, or upon mutual written consent of the parties. The parties hereto may agree to renew the contract upon such terms as are agreed to in writing by the parties.

SECTION 13. DEFAULT AND OPPORTUNITY TO CURE

A. If the Town determines that the County has defaulted in any of its material obligations under this Agreement, the Town shall provide written notice of the default to the County and shall afford the County no less than thirty (30) days to cure such default; provided, however, that if the default in question cannot be cured within the thirty (30) day cure period, then the County shall be afforded additional time by the Town to cure the default.

B. If County shall be in default hereunder beyond the expiration of the applicable cure period stated above, the Town shall have the right to cure such default, in which event the County shall immediately reimburse the Town for all sums paid to effect such cure.

C. Notwithstanding anything herein to the contrary, a failure to comply with the response time standard of performance shall be addressed in accordance with Section 10, rather than this Section 13.

D. If the County determines that the Town has defaulted in any of its material obligations under this Agreement, the County shall provide written notice of the default to the Town and shall afford the Town no less than thirty (30) days to cure such default, provided, however, that if the default in question cannot be cured within the thirty (30) day period, then the Town shall be afforded additional time by the County to cure the default.

E. If the Town shall be in default hereunder beyond the expiration of the applicable cure period stated above, the County shall have the right to cure such default, in which event the Town shall immediately reimburse County for all sums paid to effect such cure.

SECTION 14. ANNUAL REPORT

The County shall submit an annual report of the status and activities of its fire rescue services provided to the Town pursuant to this Agreement which shall include all pertinent information relating to number and classification of calls, response times, equipment status including replacements made or to be made, personnel status including assignments into or out of the Service Area, average experience levels of firefighters/EMT's, paramedics, and officers, training including departmental, Town employees, and citizen involved training, programs proposed, programs deleted, services proposed, services recommended to be deleted, and the need for additional stations, if any. This report shall be completed and submitted to the Town by January 15 following the completion of each fiscal year during the term of this Agreement.

SECTION 15. TRAINING FOR TOWN STAFF

The County and Town shall meet annually to specifically schedule training each year for the Town's professional staff in subjects and activities in a frequency necessary to maintain awareness in areas of mutual concern.

SECTION 16. STANDARDS OF COMPLIANCE

Both parties, their respective officers and employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

SECTION 17. RELATIONSHIP OF COUNTY EMPLOYEES TO THE TOWN

A. This Agreement does not and shall not be construed to make any officer or employee of County an officer or employee of the Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of County for any purposes whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

B. For purposes of this Agreement, the County shall be considered an independent contractor and none of its employees shall be considered the employees or agents of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and the County, its employees, subcontractors or assigns during or after the performance of this Agreement.

C. Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other.

SECTION 18. RECORDS RETENTION

The County and Town 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.

SECTION 19. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

SECTION 20. 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 party; provided, however, that this clause pertains only to the parties to this Agreement.

SECTION 21. AMENDMENTS

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of the parties.

SECTION 22. ENTIRE CONTRACT

This Agreement states the entire understanding between the parties relating to this Agreement, 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 shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 23. LIABILITY AND INDEMNIFICATION

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. 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 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 24. NOTICES

All notices required to be given under this Agreement shall be in writing and, unless otherwise provided for in this Agreement, shall be deemed sufficient to each party when sent by United States certified mail, postage prepaid, to the following::

For the Town: Town Manager
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

For the County: Fire-Rescue Administrator
Palm Beach County Fire-Rescue
405 Pike Road
West Palm Beach, Florida 33411

The County's representative and Contract Monitor during the term of this agreement shall be the Fire Rescue Administrator whose telephone number (561) 616-7000. The Town's representative and Contract Monitor during the term of this agreement shall be the Town Manager whose telephone number is (561) 741-2214.

SECTION 25. FORCE MAJEURE

Except as otherwise provided in this Agreement, County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of *Force Majeure*. For the purpose of this Agreement, *Force Majeure* shall mean and include any act of God, accident, lockout, strike or other labor dispute, riot or civil commotion.

SECTION 26. GOVERNMENTAL POWERS

The parties understand, acknowledge and agree that nothing contained in this Agreement shall be construed in any way to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, and police powers; and therefore this Agreement shall not implicate Article VIII, Section 4 of the Florida Constitution. The ultimate authority to supervise fire-rescue services to the Town shall remain with the Town. Each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency 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 of such officers, agents, or employees extra-territorially under the provisions of any such interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, or Town officials.

The Town, through its Town Manager, shall oversee and monitor the County's performance of fire-rescue services within the Town. Notwithstanding the Town's ultimate authority and responsibility for the oversight of services provided hereunder, the rendition of services, standards of performance, discipline of County officers and County employees, and all other matters incidental to County's control of its personnel and the performance of services, including but not limited to equipment, facilities, agreements for automatic/mutual aid, and implementation of its policies and procedures, shall reside with the County.

SECTION 27. ANNUAL APPROPRIATIONS

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year.

SECTION 28. 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 this Agreement shall 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 such 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. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights or benefits to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or the Town.

SECTION 29. 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.

SECTION 30. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 31. EQUAL OPPORTUNITY

The County and the Town each warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, and gender identity or expression.

SECTION 32. CAPTIONS

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

SECTION 33. SURVIVABILITY

Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.

SECTION 34. FILING

This Agreement is an interlocal agreement relating to the provision of services as authorized by Chapter 163, Florida Statutes. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 35. INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Fire Rescue

ATTEST:

TOWN OF JUPITER, FLORIDA,
BY ITS TOWN COUNCIL

By: _____
Clerk, Town of Jupiter

By: _____
Karen J. Golonka, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Esq., Town
Attorney, Town of Jupiter

**Jupiter Contract
Full Cost Allocations Methodology**

	<u>Calculation</u>
Direct Costs:	
Battalion #1 Budget	\$
% of Unit Responses in Jupiter	%
Total Direct Costs	<u>\$</u>
Overhead Costs:	
Chief's Office	(% of Personnel) x (% of Unit Responses) \$
Fiscal/Planning	(% of Personnel) x (% of Unit Responses) \$
Overhead & BCC Indirect	(% of Personnel) x (% of Unit Responses) \$
Human Resources	(% of Personnel) x (% of Unit Responses) \$
Support Services	
Vehicle Maint.	(% of Vehicles) x (% of Unit Responses) \$
Building Maint.	(% of Buildings) x (% of Unit Responses) \$
Training	(% of Personnel) x (% of Unit Responses) \$
Inspections	(% of Inspections) \$
Investigations	(% of Investigations) \$
Plans Review	(% of Plans Reviewed) \$
Public Education	(% of Public Contact Hours) \$
Operations Mgmt.	(% of Personnel) x (% of Unit Responses) \$
Dispatch Costs	(% of Calls) \$
LTD Contributions	(% of Personnel) x (% of Unit Responses) \$
Total Overhead Costs	<u>\$</u>
Capital Costs:	
	(% of Stations) x (% of Unit Responses) \$
	(% of Stations) x (% of Unit Responses) \$
Total Capital Costs	<u>\$</u>
Tax Collector & Property Appraiser (Included In Fund Cost)	<u>\$</u>
Total Costs Jupiter Contract	<u>\$</u>
Less: Revenue Credit(s) - Pursuant to Section 3.C.2. of the Interlocal Agreement	(\$ _____)
Net Costs Jupiter Contract	<u><u>\$</u></u>

ORDINANCE NO 42-13

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(l)(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(l)(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 18-09 consented to its inclusion in the Jupiter MSTU to fund services through September 30, 2013; and

WHEREAS, the Town desires to extend its participation in the Jupiter MSTU to fund County fire-rescue services through September 30, 2023.

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 ten (10) tax years, from tax year 2013 through tax year 2022, 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 County ordinances pertaining to fire-rescue related services, including 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 18-09 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 2013, to fund County fire-rescue services commencing October 1, 2013. The Town's consent to be included in the Jupiter MSTU shall continue for a term of ten tax years through December 31, 2022, to fund fire-rescue services by the County through September 30, 2023 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, 2023, to the extent necessary to enable the County to provide within the Town fire-rescue and related services funded by tax year 2022, 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 prior to the tenth year of the term referenced hereinabove, then it shall provide written notice to Palm Beach County on or before November 1st of the calendar year prior to its final year in the Jupiter MSTU and adopt an Ordinance to repeal or otherwise terminate the Town's participation in the Jupiter MSTU effective December 31st of the following calendar year. In such case, the Town's inclusion in the Jupiter MSTU shall terminate on said December 31st; provided however that the Town's inclusion in the Jupiter MSTU shall be deemed to continue through September 30th of the subsequent calendar year, to the extent necessary to enable the County to provide within the Town fire- rescue and related services funded by tax year, including but not limited to the enforcement of applicable laws and regulations.