

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	February 7, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		


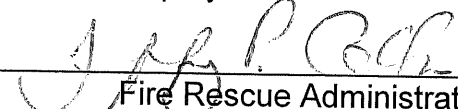
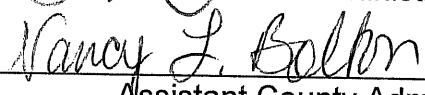
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Emergency Services Agreement for Mutual Assistance and Automatic Aid with the Town of Palm Beach (Town) effective October 1, 2016, through September 30, 2026.

Summary: The current Emergency Services Agreement for Mutual Assistance and Automatic Aid expired on September 30, 2016. The retroactive effective date of October 1, 2016 is a result of the Town's delayed approval of this agreement on December 13, 2016. The proposed Agreement is for a ten (10) year period through September 30, 2026. This agreement provides for fire suppression, emergency medical services, and other emergency services during extraordinary emergency events. Countywide (SB)

Background and Justification: The County has agreements for automatic aid and mutual assistance with qualified entities for the provision of emergency services in order to provide an improved level of emergency services to all residents of Palm Beach County regardless of jurisdiction.

Attachment: Emergency Services Agreement (2)

Recommended by:		1/17/17
	Deputy Chief	Date
Approved by:		1/18/17
	Fire Rescue Administrator	Date
Approved by:		1/25/17
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____
Is Item Included in Proposed Budget?	Yes ___ No ___				
Budget Account No.:	Fund ___	Dept ___	Unit ___		
	Revenue Source ___/Object ___				

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

* The approval of this agreement will not increase nor decrease the Fire Rescue budget.

C. Departmental Fiscal Review:

[Handwritten Signature]

III. REVIEW COMMENTS

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

[Handwritten Signature]
 OFMB 2/1/18 JIP
 1/19

[Handwritten Signature] 1/23/17
 Contract Development and Control
 1/23/17

B. Legal Sufficiency

[Handwritten Signature] 1/24/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01

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

**EMERGENCY SERVICES AGREEMENT
FOR MUTUAL ASSISTANCE AND AUTOMATIC AID
BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH**

THIS EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE AND AUTOMATIC AID (the "Agreement") is made and entered into on _____, 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, 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, it is deemed mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest; and

WHEREAS, the Town and the 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: MUTUAL ASSISTANCE AND AUTOMATIC AID

Section 1. Request for Assistance/Aid. The County and the Town agree to provide emergency mutual assistance and automatic aid to each other for Fire Suppression, Emergency Medical Services, and Technical Rescue, within the terms and conditions set forth by this Agreement. The assistance/aid provided for by this Agreement shall extend to areas served by the parties through service agreements. Emergency mutual assistance/automatic aid will be given when properly requested unless the party from whom assistance is requested determines in accordance with Section 4 of this Article that

it is unable to respond. The party requesting assistance and/or aid shall provide the following information at the time the request is made:

- A. The general nature, type and location of the emergency; and
- B. The type and quantity of equipment and/or personnel needed; and
- C. The name and rank of the person making the request.

All requests shall be directed through the County's emergency communications center. The following officials of the participating parties are authorized to request assistance and aid under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

Section 2. Command Authority. In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times. Each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. Each party authorizes its Fire Chief or designee to meet with the other party's Fire Chief or designee and develop automatic aid/closest unit response plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. Such automatic aid/closest unit response plans and procedures may be set forth in a Letter(s) of Understanding between the Fire Chiefs. The County Administrator or designee (Fire Rescue Administrator) and the Town's Fire Chief are hereby authorized to enter into and amend said 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.

Section 3. Remuneration. All costs associated with providing mutual assistance and automatic aid services under this Agreement shall be the responsibility of the agency rendering assistance/aid. Neither agency shall seek reimbursement of cost associated with rendering mutual assistance and/or automatic aid services from the other agency.

The parties further agree that the agency rendering assistance/aid may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident at the sole discretion of the agency rendering aid or assistance. If the agency rendering assistance/aid for emergency medical services provides transport service, then that

transporting agency may request reimbursement for the transport service from the patient to the extent permitted by law. The agency rendering service will handle billing, insurance claims and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest Federal Medicare guidelines if applicable.

If the rendering agency invoices the responsible party for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting agency as a matter of courtesy, provided however that the parties shall not provide copies of transport fee invoices to the other party or otherwise use or disclose Protected Health Information (“PHI”) or Electronic Protected Health Information (“e-PHI”) except as permitted by the Health Insurance Portability and Accountability Act, as amended, and the regulations promulgated thereunder (collectively “HIPAA”), and any other applicable laws and regulations, all as may be amended from time to time.

Section 4. Ability to Respond. Each party may refuse to respond to a request for assistance/aid in the event it does not have the required equipment or manpower available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature.

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 Rescue Administrator, whose telephone number is (561) 616-7001. The Town representative and contract monitor during the performance of this Agreement shall be the Assistant Chief, whose telephone number is (561) 227-6433.

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.

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. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

Section 5. No Assumption of Liability. Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of any other party. Further, nothing herein shall be construed as a waiver of sovereign immunity.

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 the 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 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 October 1, 2016, and continue for a term of ten years, 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. Assignment of Rights. Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other party.

Section 11. 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 12. Entirety of Agreement. This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 13. Nondiscrimination. Each party represents and warrants 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, gender identity and expression or genetic information.

Section 14. Annual Appropriations. Each party's performance and obligation under this Agreement is contingent upon annual budgetary appropriations by its respective governing body for the purposes hereunder.

Section 15. 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 16. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County or the Town.

Section 17. Records. Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. 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 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.

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
Fire Chief
300 North County Road
Palm Beach, FL 33480

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

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. 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 of the constitutional or statutory duties of state, county, or municipal officers.

Section 24. HIPAA Compliance. All parties acknowledge and agree that their respective fire-rescue departments are covered entities under HIPAA, as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA, then the parties shall promptly amend such provision as necessary to comply with HIPAA.

Should the parties fail to promptly do so, then either party may terminate this Agreement upon written notice to the other, without any recourse, penalty, or damages of any type against the terminating party arising from such termination.

Section 25. 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 26. 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 27. Renewal of Letters of Understanding. Notwithstanding anything herein to the contrary, any existing duly authorized Letters of Understanding entered into between the Fire Chiefs that are in effect immediately prior to the effectiveness of this Agreement shall be deemed to be renewed and continued by the parties' Fire Chiefs upon the effectiveness of this Agreement. Said Letters of Understanding shall continue and remain in effect until amended or rescinded by the parties' Fire Chiefs.

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.

[remainder of page left blank intentionally]

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: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
County Attorney

By: *[Signature]*
Fire-Rescue

ATTEST:

TOWN OF PALM BEACH, FLORIDA,
BY ITS TOWN COUNCIL

By: *[Signature]*
Town Clerk

By: *[Signature]*
Gail L. Coniglio, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
Town Attorney

