

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	February 7, 2017	<input type="checkbox"/> Consent	<input checked="" 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:

- A) a First Amendment to Interlocal Agreement for Fire Protection and Emergency Medical Services Agreement with the Town of Jupiter for additional personnel; and
- B) an increase to the Fire Rescue personnel complement by four (4) Firefighter/Paramedic positions for an estimated cost to the main Fire/Rescue MSTU, prorated for the remainder of FY 2017 for the amount of \$329,571, of which 68.09% or \$224,405, will be recovered from the Jupiter MSTU in FY 2018..

Summary: On November 19, 2013, the Board approved an Interlocal Agreement for Fire Protection and Emergency Medical Services (R2013-1670) with the Town of Jupiter (Town) for a term of ten (10) years. The Town adopted Ordinance Number 42-13 to extend inclusion in the Jupiter Municipal Service Taxing Unit (MSTU) through tax year 2022 to fund fire rescue services through September 30, 2023. The Town's contract price for this Agreement is calculated on a "Full-Cost Formula" methodology as described in the Agreement. The "Full-Cost Formula" methodology is calculated using a percentage of the Battalion 1 budget based on the percentage of Unit Responses within the Jupiter MSTU boundaries. The FY 2017 percentage of Unit Responses for the Jupiter MSTU is 68.09%. This proposed First Amendment will increase the number of fire rescue personnel on duty at all times from seventeen (17) to eighteen (18), and will require four (4) additional positions in order to cover the various shifts. This First Amendment may increase the Town's annual contract price.

The total estimated cost for the four (4) new positions prorated for the remainder of FY 2017 is \$329,571. Since the Jupiter MSTU millage rate for FY 2017 was established prior to the approval of this First Amendment, the Jupiter MSTU's portion of said prorated cost for FY 2017 (\$224,405) will be funded by the main Fire/Rescue MSTU, and revenue to cover said costs will be included in the FY 2018 Jupiter MSTU budget to be transferred back to the main Fire/Rescue MSTU, through the taxation of properties within the territorial limits of the Town, under the provisions of Chapter 26, Article II, Division 3, of the Palm Beach County Code and the Town's Ordinance No. 42-13. This arrangement also benefits the main Fire/Rescue MSTU by the provision of additional personnel to serve the Battalion 1 area. Countywide/District 1 (SB)

Background and Justification: Chapter 26, Article II, Division 3, of the Palm Beach County Code established the Jupiter MSTU as a mechanism for the provision and funding of County fire protection and emergency medical services within the established boundaries of the Jupiter MSTU. The Town has received fire protection and emergency medical services from the County since 1997.

The Town has requested additional on duty personnel in order to allow a third responder to be dispatched in the rescue vehicle assigned to Station 16, located in Abacoa on Military Trail. This additional staffing will increase the Town's contract price for FY 2017 by \$384,694, which will be prorated from the date that the additional staffing is implemented.

Attachment: First Amendment to Interlocal Agreement (2)

Recommended by:	<u>John Joent</u>	<u>1/17/17</u>
	Deputy Chief	Date
Approved by:	<u>Jerry P. Bell</u>	<u>1/18/2017</u>
	Fire Rescue Administrator	Date
Approved by:	<u>Nancy L. Belmont</u>	<u>1/26/17</u>
	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	<u>329,571</u>	<u>587,577</u>	<u>611,081</u>	<u>635,524</u>	<u>660,945</u>
External Revenues		<u>(624,486)</u>	<u>(416,085)</u>	<u>(432,728)</u>	<u>(450,037)</u>
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>329,571</u>	<u>(36,909)</u>	<u>194,996</u>	<u>202,796</u>	<u>210,907</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>4</u>				

Is Item Included in Proposed Budget? Yes ___ No X

Budget Account No.: Fund ___ Dept ___ Unit ___
 Revenue Source ___/Object ___

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

Fire/Rescue MSTU Revenue: 1300-440-4210-8053
 Fire/Rescue MSTU Expenditures: 1300-440-4231-various

Jupiter MSTU Revenue: 1301-440-6500-1110
 Jupiter MSTU Expenditures 1301-820-4290-9052

The projected revenues are dependent upon the actual costs based on the "Full-Cost Formula" methodology included in the Agreement. These revenues are normally collected through the Jupiter MSTU and transferred to the Fire/Rescue MSTU. FY 2017 expenditures and revenue are prorated for seven (7) months based on an anticipated implementation date of March 2017. The actual cost to the Jupiter MSTU for FY 2017 will be transferred to the main Fire/Rescue MSTU in FY 2018.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature]
 OFMB 2/1/18 11/19

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

B. Legal Sufficiency

[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.)

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

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES is made and entered into on _____, 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”) by and through its Board of County Commissioners.

WITNESSETH:

WHEREAS, the Town receives fire-rescue services from the County by and through the Town’s participation in the Jupiter Municipal Services Taxing Unit (“Jupiter MSTU”) pursuant to ordinances duly enacted by the parties, and as further detailed in that certain Interlocal Agreement for Fire Protection and Emergency Medical Services (R2013-1670) between the parties dated November 19, 2013 (hereinafter the “Agreement”); and

WHEREAS, the Town’s annual contract price for fire-rescue services is calculated based on the “Jupiter Contract Full Cost Allocations Methodology” attached to the Agreement as Exhibit A (“Full Cost Formula”); and

WHEREAS, the costs for providing fire-rescue services to the Town are budgeted by the County in its main fire/rescue MSTU and funded by the Jupiter MSTU by a revenue transfer from the Jupiter MSTU to the main fire/rescue MSTU to cover said costs; and

WHEREAS, the County currently provides the Jupiter Service Area with seventeen (17) fire-rescue personnel to be on duty at all times; and

WHEREAS, the parties desire to amend the Agreement to increase the number of fire-rescue personnel on duty at all times to eighteen (18); and

WHEREAS, increasing the number of fire-rescue personnel on duty at all times may result in an increase to the Town’s annual contract price for fire-rescue services; and

WHEREAS, the Board hereby determines that the main fire/rescue MSTU will be benefited by funding the increased cost for the additional personnel in the Jupiter Service Area for the remainder of FY 2017, provided that revenue to cover said costs are transferred from the Jupiter MSTU to the main fire/rescue MSTU in the FY 2018 budget; and

WHEREAS, for FY 2017, the increase in the annual contract price for the additional personnel multiplied by the percentage of Battalion One Unit Responses in Jupiter is \$384,694, which will be prorated based on the implementation date of the additional staffing.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties 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 and incorporated herein.
2. Section 4A, of the Agreement is hereby amended as follows to read:

SECTION 4. PERSONNEL ASSIGNMENTS, COMMAND STAFF

A. Personnel

Within thirty (30) days of the approval of this First Amendment by both parties, the County will increase staffing in the Jupiter Service Area to eighteen (18) fire-rescue personnel on duty at all times. The 18 personnel shall include Firefighters, Driver Operators, Paramedics, Emergency Medical Technicians, and Station Officers. This increase in personnel may result in an increase to the Town's annual contract price, calculated in accordance with the Full Cost Formula.

For FY 2017, the contract price is hereby increased by \$384,694 for the additional personnel, which will be prorated from the date that this additional staffing is implemented by the County. This prorated FY 2017 cost for the additional personnel will be included in the FY 2018 Jupiter MSTU budget to be transferred as revenue to the main fire/rescue MSTU.

3. Section 27, of the Agreement is hereby amended as follows to read:

SECTION 27. ANNUAL APPROPRIATIONS

Each party's performance and obligation to fund services under the Agreement and this First Amendment are contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year, and is subject to any budgetary limitations imposed by law.

4. Section 28, of the Agreement is hereby amended as follows to read:

SECTION 28. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this 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 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, 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 to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Town.

5. Section 31, of the Agreement is hereby amended as follows to read:

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, gender identity and expression, or genetic information.

6. This First Amendment shall take effect upon approval of both parties.

7. Except as provided herein, all other provisions of the Agreement shall remain unchanged and 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.

8. A copy of this First Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this First Amendment 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: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

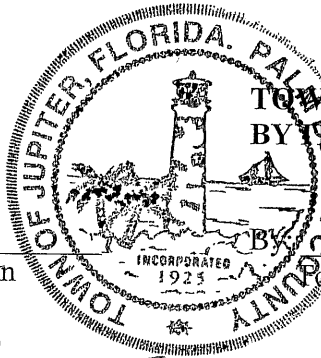
APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
County Attorney

By: *[Signature]*
Fire Rescue

ATTEST:

By: *[Signature]*
Town Clerk , Sally M. Boylan



TOWN OF JUPITER, FLORIDA,
BY THE TOWN COUNCIL

By: *[Signature]*
Todd R. Wodraska, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
Town Attorney , Thomas J. Baird