

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR FIRE VEHICLE MAINTENANCE
BETWEEN PALM BEACH COUNTY AND THE
CITY OF WEST PALM BEACH**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE 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 CITY OF WEST PALM BEACH, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "City").

WHEREAS, on September 9, 2008, the County and City entered into an Interlocal Agreement For Fire Vehicle Maintenance (R2008-1567) ("Agreement") for a term of ten (10) years, which expired on September 8, 2018; and

WHEREAS, the City has plans to fully implement a fire vehicle maintenance program, including a fire vehicle maintenance facility, within the next two (2) years; and

WHEREAS, the parties mutually desire for the County to continue to provide maintenance and repair services for only certain types of the City's fire-rescue emergency response vehicles and apparatus during the next two (2) years; and

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 City do hereby agree as follows:

1. The Agreement is hereby retroactively amended to extend the term of the Agreement for an additional two-year period from September 9, 2018 through September 8, 2020 ("Extension Period"), under the same terms and conditions set forth in the Agreement except as otherwise provided in this First Amendment.

2. During the Extension Period, the County shall provide maintenance and repair services for only the following City fire-rescue emergency response vehicles and/or apparatus: Engines/Pumpers/Squads/Aerials/Platforms and Ladders. All references in the Agreement to City vehicles and/or apparatus shall be construed to mean only Engines/Pumpers/Squads/Aerials/Platforms and Ladders.

However, notwithstanding anything herein to contrary, to the limited extent that the County has already accepted other types of City vehicles and/or apparatus for service from September 9, 2018 through September 30, 2018, the County will complete service on those open work orders, and said services shall be deemed to fall within the Agreement and this First Amendment.

3. As of December 1, 2018, the hourly labor rate shall be the Warranty Rate listed on Fire Rescue's Rate Schedule for Warranty, Vehicle and Staff Charges that is in effect at the time of service. This rate may be annually updated, or amended from time to time, by the County (as referenced in County Fire Rescue PPM FR-F-307). A sample rate schedule for 2018 is attached hereto as **Exhibit A**. All other charges during the Extension Period shall be as set forth in the Agreement.
4. All other provisions of the Agreement are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
5. The effective date of this First Amendment shall be retroactive to September 7, 2018.
6. Nothing herein shall be construed to affect the rights and obligations of the parties under their Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services (R2017-0104) entered into on January 10, 2017.

[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: _____
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Fire Rescue

ATTEST:

CITY OF WEST PALM BEACH

By: _____
City Clerk

By: _____
Jeri Muoio, Mayor

**CITY ATTORNEY'S OFFICE
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____

Date: _____

**Palm Beach County Fire Rescue
Warranty, Vehicle and Staff Charges
2018 Rate Schedule (January through December)
(based on FY 2017 actual costs)**

<u>Type of Charge</u>	<u>Hourly Rate</u>
Warranty Rate	
Apparatus Technician	\$102.48
SCBA Technician	\$69.60
Electronics Technician	\$85.34
 Vehicle Charges	
Engine	\$68
Haz Mat	\$365
Quint	\$175
Brush Truck	\$246
Tender	\$326
Rescue	\$34
Rescue/Pumper	\$181
Light & Air Truck	\$1,723
 Staff Charges	
Firefighter (FF,PM,DO)	\$51
Company Officer (Captain)	\$72
District Chief	\$117
Battalion Chief	\$85
Investigator	\$65
 Standard Staffing	
Engine	= one (1) Company Officer and two (2) Firefighters
Haz Mat	= two (2) Firefighters
Quint	= one (1) Company Officer and two (2) Firefighters
Brush Truck	= no additional personnel
Tender	= one (1) Firefighter
Rescue	= one (1) Company Officer and one (1) or two (2) Firefighters-depends on unit
Rescue/Pumper	= one (1) Company Officer and two (2) Firefighters

Additional charges may be required based on equipment damage/loss and personnel overtime and/or injuries.

All invoices will be based on half-hour increments. For example, a seventy-five minute call will be billed for one and one-half hours.

Details of calculations are available upon request.