

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 9, 2021 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

Department: Fire-Rescue

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a First Amendment to a tri-party Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services with the City of Palm Beach Gardens and the Village of North Palm Beach, adding ISO training opportunities. The first amendment will take effect March 9, 2021 and extend the term of the Agreement until September 30, 2031.

**Summary:** In 2016 the parties entered into a ten-year tri-party agreement (R2016-0114) that provides for Fire Rescue dispatch services by the County and fire-rescue mutual assistance between the parties, as well as automatic aid/closest unit response arrangements in accordance with any letters of understanding developed by the respective Fire Chiefs. This First Amendment provides for ISO training opportunities among the parties and extends the term of the Agreement until September 30, 2031. Neither party will request a release, indemnification or assumption of risk from another party's on-duty personnel who are attending said ISO training as part of their official duties with their employing party. District 1 (SB)

**Background and Justification:** The County currently has agreements for automatic aid and mutual assistance with qualified municipalities for the provision of emergency services throughout Palm Beach County. Mutual Assistance/Automatic Aid agreements provide an improved level of emergency services to all residents of Palm Beach County regardless of jurisdiction. The Board of County Commissioners approved the use of countywide ad valorem tax revenue to fund countywide common fire-rescue dispatch services to be offered and provided by Palm Beach County Fire-Rescue to any fire-rescue provider in Palm Beach County that desires said services from the County. The Countywide Common Dispatch program provides a real and substantial benefit to all residents and property throughout Palm Beach County. The Insurance Services Office (ISO) is an independent organization that rates fire departments. Fire departments that have automatic aid arrangements with other fire departments can improve their ISO score by participating in three hours of training exercises per quarter with their automatic aid partner departments.

**Attachments:**

- 1. Tri Party Agreement with the City of Palm Beach Gardens & the Village of North Palm Beach

Recommended by: [Signature] 2/17/2021  
Assistant Fire Chief Date  
Approved by: [Signature] 2/17/2021  
Fire Rescue Administrator Date  
Approved by: [Signature] 2/25/21  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>*0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No    

Does this item include the use of federal funds Yes     No X

Budget Account No.: Fund 1300 Dept 440 Unit 4210/4213/4217/4219  
 Object/Rev Source Various

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

\* Countywide Fire Rescue Dispatch is appropriated in the Fire Rescue MSTU funds with a transfer from the General Fund equal to 79% of the cost. The remaining 21% is funded by the Fire Rescue MSTU.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 2/23/21  
 OFMB *[Signature]* AP 2/22

*[Signature]* 2/23/21  
 Contract Development and Control  
 2-23-21 TW

**B. Legal Sufficiency**

*[Signature]* for S. Burrows 2/24/2021  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT  
FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES  
BETWEEN PALM BEACH COUNTY, THE CITY OF PALM BEACH GARDENS  
AND THE VILLAGE OF NORTH PALM BEACH**

**THIS FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES** 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, the CITY OF PALM BEACH GARDENS, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “City”) and the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “Village”).

**WHEREAS**, the parties entered into an Emergency Services Agreement for Mutual Assistance, Automatic Aid and Dispatch Services (R2016-0114) (“Agreement”) for a term of ten (10) years through October 31, 2025; and

**WHEREAS**, the parties each provide automatic aid to each other pursuant to the Agreement; and

**WHEREAS**, the Insurance Services Office (ISO) is an independent organization that rates fire departments; and

**WHEREAS**, fire departments that have automatic aid arrangements with other departments can improve their ISO score by participating in three hours of training exercises per quarter with their automatic aid partner departments; and

**WHEREAS**, the parties desire to amend the Agreement to provide each other with such training opportunities.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County, City and Village do hereby agree as follows:

1. **Article I: MUTUAL ASSISTANCE AND AUTOMATIC AID** is hereby amended to add **Section 5. ISO Training** to read as follows:

As part of the automatic aid between the parties under this Agreement, each party shall endeavor to provide each other party with at least three hours of training opportunities, for at least one engine company, per quarter that meet ISO requirements for automatic aid training. The provision of training opportunities under this paragraph shall not be mandatory; however, training opportunities that are provided from one party to another are intended to be mutual and reciprocated by the other party with training opportunities that provide a substantially similar amount of training that meets ISO automatic aid

training criteria. In the mutual interest of promoting ISO training, each party agrees that it shall not require or request from another party's on-duty personnel any type of release, indemnification or assumption of risk agreement, acknowledgment or other statement, relating to the ISO training provided under this paragraph, provided that such employee is identified and scheduled by the employing party to attend the training on-duty as a part of his or her official duties with said employing party.

2. **Article III: GENERAL CONTRACT TERMS, Section 8. Effective Date and Term** is hereby amended and replaced to read as follows:

The term of this Agreement shall be from November 1, 2015 through September 30, 2031, unless sooner terminated as provided herein.

3. **Article III: GENERAL CONTRACT TERMS is hereby amended to add Section 31. E-Verify - Employment Eligibility to read as follows:**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If any party has a good faith belief that another party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

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.

**[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:**  
**JOSEPH ABRUZZO,**  
**Clerk of the Circuit Court & Comptroller**


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

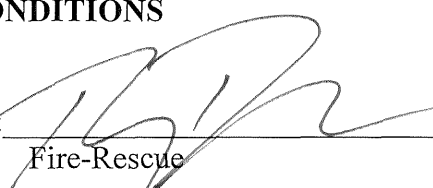
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

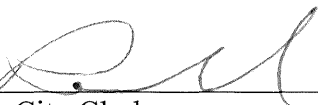
**APPROVED AS TO TERMS AND  
CONDITIONS**

By:  for S. Burrows 2/24/2021  
County Attorney

By:   
Fire-Rescue

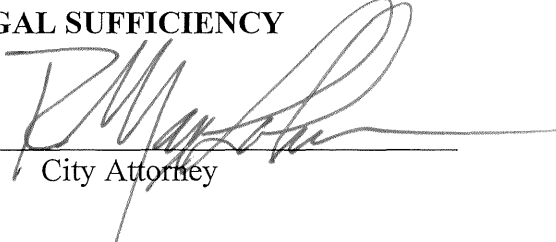
**ATTEST:**

**CITY OF PALM BEACH GARDENS,  
FLORIDA, BY ITS CITY COUNCIL**

By:   
City Clerk

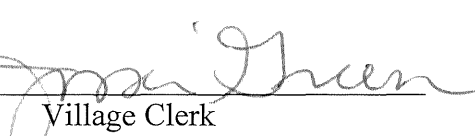
By:   
Ronald M. Ferris, City Manager

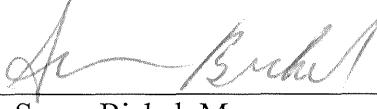
**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
City Attorney

**ATTEST:**

**VILLAGE OF NORTH PALM BEACH,  
FLORIDA, BY ITS VILLAGE COUNCIL**

By:   
Village Clerk

By:   
Susan Bickel, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
Village Attorney