PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	August 17, 2021	[X] Consent [] Workshop	[] Regular [] Public Hearing
Department:	Fire-Rescue		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) First Amendment to Emergency Services Agreement for Mutual Assistance, Automatic Aid, Dispatch and Fire Vehicle Maintenance and Repair Services with the Village of Tequesta, adding ISO training opportunities. The first amendment will take effect August 17, 2021 and terminate September 30, 2022.
- (B) First Amendment to Emergency Services Agreement for Mutual Assistance and Automatic Aid with Martin County, adding ISO training opportunities and extending the term of the agreement. The first amendment will take effect August 17, 2021 and extend the term of the agreement until September 30, 2031.
- (C) First Amendment to Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services with the City of Delray Beach, adding ISO training opportunities and extending the term of the agreement. The first amendment will take effect August 17, 2021 and extend the term of the agreement until September 30, 2031.

Summary:

(A) In 2012, PBCFR entered into a ten-year agreement (R2012-1303) with Village of Tequesta that provides for Fire Rescue Mutual Assistance, Automatic Aid, Dispatch and Fire Vehicle Maintenance and Repair Services. The First Amendment provides for ISO training opportunities between the parties. (B) In 2016, PBCFR entered into a ten-year agreement (2016-1906) with Martin County that provides for Fire Rescue Mutual Assistance and Automatic Aid. The First Amendment provides for ISO training opportunities and extends the term of the agreement until September 30, 2031. (C) In 2015, PBCFR entered into a ten-year agreement (R2015-0232) with City of Delray Beach that provides for Fire Rescue Mutual Assistance, Automatic Aid, and Dispatch Services. The First Amendment provides for ISO training and extends the term of the agreement until September 30, 2031. Countywide (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 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:

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2. F	First Amendme	ent to the Agreement with the Village of Tequesta ent to the Agreement with Martin County ent to the Agreement with City of Delray Beach	a
Recom	mended by:_	Assistant Fire Chief	7/21/21 Date
Approv	red by:	Fire Rescue Administrator	7- 27- 21 Date
Approv	red by:	County Administrator	8/11/702/ Date

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of F	iscal Impad	et:			
Capit Opera Exter Progr	l Years al Expenditures ating Costs nal Revenues ram Income (County) nd Match (County)	2021	2022	2023	2024	2025
NET I	FISCAL IMPACT	*0	0	0	0	0
	DITIONAL FTE TIONS (Cumulative)					
	n Included in Proposed E this item include the use	•		s <u>X</u> No _ s No <u>X</u>		
Budg	et Account No.: Fund <u>13</u>		440 Unit 4 ev Source <u>V</u>		<u>19</u>	
B.	Recommended Sources	of Funds/	Summary of	Fiscal Impac	t:	
* Countywide Fire Rescue Dispatch is appropriated in the Fire Rescue MSTU funds with a transfer form the General Fund equal to 79% of the cost. The remaining 21% is funded by the Fire Rescue MSTU. C. Departmental Fiscal Review: Multiple Appropriated in the Fire Rescue MSTU funds with a transfer form the General Fund equal to 79% of the cost. The remaining 21% is funded by the Fire Rescue MSTU.						
	III. REVIEW COMMENTS					
A .	OFMB AP 7.27.2	ntract Deve સીગ્રેનાગ 2/		ontract Devel	Jano	Control
В.	Legal Sufficiency				91 100	
	Assistant County Attorn	illoi ley				
C.	Other Department Revie	ew:				
	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, DISPATCH AND FIRE VEHICLE MAINTENANCE AND REPAIR SERVICES BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF TEQUESTA

THIS FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, DISPATCH AND FIRE VEHICLE MAINTENANCE AND REPAIR SERVICES is made and entered into this _____ day of ______, 2021, 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 VILLAGE OF TEQUESTA, 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, Dispatch and Fire Vehicle Maintenance and Repair Services (R2012-1303) ("Agreement") for a term of ten (10) years through September 30, 2022; 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 and the Village do hereby agree as follows:

1. Article I: MUTUAL ASSISTANCE AND AUTOMATIC AID is hereby amended to add Section 6. ISO Training to read as follows:

As part of the automatic aid between the parties under this Agreement, each party

shall endeavor to provide the 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 the other 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 V: GENERAL CONTRACT TERMS, Section 11. Equal Opportunity is hereby amended and replaced to read as follows:

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.

3. Article V: GENERAL CONTRACT TERMS is hereby amended to add Section 33. 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 either party has a good faith belief that the other 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. This First Amendment shall take effect upon approval by both parties.
- 5. 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.

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

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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:	By: Dave Kerner, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Rushing County Attorney	By: Palm Beach County Fire-Rescue
ATTEST: SEAL INCORPORATED	VILLAGE OF TEQUESTA
By: Hillage Clerk	By: Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:Village Attorney	By: Village of Tequesta Fire-Rescue

FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE AND AUTOMATIC AID BETWEEN PALM BEACH COUNTY AND MARTIN COUNTY

THIS FIRST AMENDMENT TO 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 "Palm Beach County"), by and through its Board of County Commissioners, and MARTIN COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "Martin County") by and through its Board of County Commissioners.

WHEREAS, the parties entered into an Emergency Services Agreement for Mutual Assistance and Automatic Aid (R2016-1906) ("Agreement") for a term of ten (10) years through September 30, 2026; 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, Palm Beach County and Martin County do hereby agree as follows:

1. Article I: MUTUAL ASSISTANCE AND AUTOMATIC AID is hereby amended to add Section 6. ISO Training to read as follows:

As part of the automatic aid between the parties under this Agreement, each party shall endeavor to provide the 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 the other 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 II: 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 October 1, 2016 through September 30, 2031, unless sooner terminated as provided herein.

- 3. Article II: GENERAL CONTRACT TERMS is hereby amended to add Section 29. 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 either party has a good faith belief that the other 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. This First Amendment shall take effect upon approval by both parties.
- 5. 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.
- 6. A copy of this First Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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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: Ru Bu County Attorney	By: Palm Beach County Fire-Rescue
ATTEST: CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA STACEY HETHERINGTON, CHAIR
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
SARAH W WOODS, COUNTY ATTORNEY	

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

THIS FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES is made and entered into this day of day of 2021, 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 Delray Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "City").

WHEREAS, the parties entered into an Emergency Services Agreement for Mutual Assistance, Automatic Aid and Dispatch Services (R2015-0232) ("Agreement") for a term of ten (10) years through March 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 and the City 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 the 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 the other 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 April 1, 2015 through September 30, 2031, unless sooner terminated as provided herein.

3. Article III: GENERAL CONTRACT TERMS is hereby amended to add Section 30. 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 either party has a good faith belief that the other 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. This First Amendment shall take effect upon approval by both parties.
- 5. 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.
- 6. A copy of this First Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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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 By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS By: Palm Beach County Fire-Rescue
ATTEST: Katerri Johnson, City Clerk By: Xaterri Johnson City Clerk	CITY OF DELRAY BEACH, FLORIDA BOARD OF CITY COMMISSIONERS By: Shelly Petrolia, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:	Delray Beach Fire-Rescue