

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	September 14, 2021	<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: First Amendment to Emergency Services Agreement for Mutual Assistance, Automatic Aid and Dispatch Services with the City of West Palm Beach, adding ISO training opportunities and extending the term of the agreement. The first amendment will take effect September 14, 2021 and extend the term of the agreement until September 30, 2031

Summary: On January 10, 2017, PBCFR entered into a ten-year agreement (R2017-0104) with City of West Palm 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.

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: First Amendment to the Agreement with the City of West Palm Beach

Recommended by:		8-25-2021
	Assistant Fire Chief	Date
Approved by:		8/25/2021
	Fire Rescue Administrator	Date
Approved by:		9/9/21
	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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> *0 </u>	<u> 0 </u>	<u> 0 </u>	<u> 0 </u>	<u> 0 </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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 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: in-kind match

III. REVIEW COMMENTS

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

<p><u> Lara Mente 8/27/21 </u> OFMB <i>GA 8/26/21</i> <i>(LW) 8/26/21</i></p>	<p><u> Ingo ... for Kevin Jacobowitz </u> Contract Development and Control 9-7-21 TW</p>
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B. Legal Sufficiency

 [Signature]
 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 AND THE CITY OF WEST PALM BEACH**

WPB No 18431.001

THIS FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH 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 CITY OF WEST PALM 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 (R2017-0104) ("Agreement") for a term of approximately ten and a half (10.5) 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, 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 March 14, 2016 through September 30, 2031, unless sooner terminated as provided herein.

3. **Article III: 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.

[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**

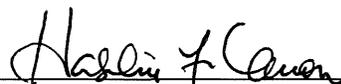
**APPROVED AS TO TERMS AND
CONDITIONS**

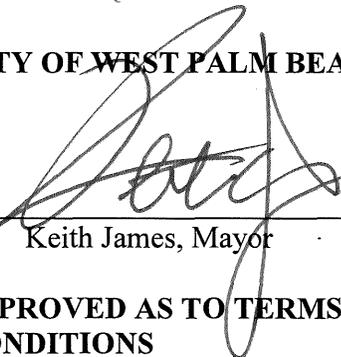
By: _____
County Attorney

By: 
Palm Beach County Fire-Rescue

ATTEST:

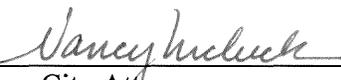
CITY OF WEST PALM BEACH, FLORIDA

By: 
City Clerk

By: 
Keith James, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
City Attorney

By: 
City of West Palm Beach Fire-Rescue