

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 7, 2021 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Fire-Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Third Amendment to Interlocal Agreement for Fire Vehicle Maintenance with the City of West Palm Beach to retroactively extend the term of the Agreement from September 9, 2021 through September 8, 2022.

SUMMARY: This Agreement (R2008-1567) provides for the maintenance and emergency repair of the City of West Palm Beach’s Fire-Rescue emergency response apparatus by Palm Beach County Fire Rescue (PBCFR) Support Services personnel. This Agreement, as amended, is cost neutral with no supplemental funding from the Fire Rescue MSTU as the City is billed for all time, materials, and services performed to maintain and repair the City’s fire vehicles. During this extension period, the County shall provide for maintenance and repair services for the following emergency response apparatus: Aerials/Platforms and Ladders. Countywide (SB)

Background and Policy Issues: On September 9, 2008 an Interlocal Agreement for Fire Vehicle Maintenance (R2008-1567) with the City of West Palm Beach was approved for a period of ten (10) years. The First Amendment extended this Agreement for two additional years ending on September 8, 2020. The second amendment extended this Agreement for one year ending on September 8, 2021. This third amendment will extend this Agreement for one year ending on September 8, 2022. All vehicle maintenance and repairs are billed to the City without any supplemental funding from the Fire Rescue MSTU.

Attachment: Third Amendment to Interlocal Agreement for Fire Vehicle Maintenance

Recommended by: Patrycja 10-27-2021
Assistant Fire Chief Date

Approved by: [Signature] 11/1/2021
Fire Rescue Administrator Date

Approved by: CBaker 12/1/2021
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

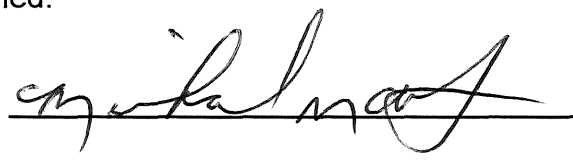
Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*0	_____	_____	_____	_____
# 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 4212 Object/Rev Source 4620
 Budget Account No.: Fund 1300 Dept 440 Unit 4212 Object/Rev Source 4900

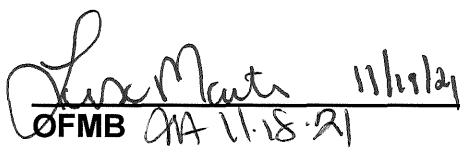
B. Recommended Sources of Funds/Summary of Fiscal Impact:

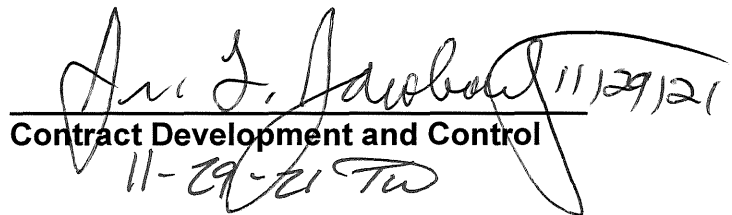
* There is no fiscal impact associated with this Third Amendment. External revenues received from the City will offset the cost of the maintenance and repairs as we bill for all services and work performed.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 11/19/21
 OFMB OIA 11-18-21

 11/29/21
 Contract Development and Control
 11-29-21 TW

B. Legal Sufficiency

 11/30/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

WPB # 06 048.003

THIS THIRD 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) for a term of ten (10) years, which was amended on November 20, 2018 (R2018-1827) to extend the term through September 8, 2020 and to only include certain types of fire-rescue emergency response vehicles and/or apparatus; and further amended on October 20, 2020, (R2020-1592) to extend the term through September 8, 2021 (herein collectively referred to as the "Agreement"); and

WHEREAS, the City has implemented a fire vehicle maintenance program, including a fire vehicle maintenance facility; however, the City's fire vehicle maintenance facility currently cannot provide maintenance or repairs to fire-rescue emergency response apparatus such as Aerials/Platforms and Ladders; 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 apparatus for one additional year; 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 amended to extend the term of the Agreement for one additional year from September 9, 2021 through September 8, 2022 ("Third Extension Period"), under the same terms and conditions set forth in the Agreement except as otherwise provided in this Third Amendment.
2. During the Third Extension Period, the County shall provide maintenance and repair services for only Aerials/Platforms and Ladders, specifically excluding maintenance and

repair services for Tractor Drawn Aerial / Tiller type emergency apparatus; and all references in the Agreement to City vehicles and/or apparatus shall be construed to mean only Aerials/Platforms and Ladders excluding Tractor Drawn Aerial / Tiller type emergency apparatus.

3. Article I: APPARATUS REPAIR AND MAINTENANCE is hereby amended to add Section 8. **FLEET CONNECTIVITY MODULES** to read as follows:

The County is authorized, at its option and sole discretion, to install fleet connectivity modules on County maintained City vehicles and/or apparatus. The City shall reimburse the County, within 30 days of being invoiced, for the associated monthly service charges of \$25.00 per vehicle and/or apparatus. All such equipment shall remain the property of the County, and shall be returned to the County by the City within 10 days of the expiration or termination of the Agreement or any sooner time that a City vehicle and/or apparatus is no longer maintained by the County; provided, however, that the County shall have the right and option to remove the equipment sooner at any time for any reason. The City hereby authorizes and approves the download of information automatically, and on-demand by the County, via the modules and into the County's Fire Rescue Fleet computer based vehicle Maintenance Reporting System.

4. Article I: APPARATUS REPAIR AND MAINTENANCE is hereby amended to add Section 9. **VEHICLE TRANSPORTATION** to read as follows:

The City agrees to be responsible for transportation of City vehicles to and from the Shop as well as transportation of City vehicles to and from offsite commercial vendor locations when required.

5. 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 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.

6. 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.
7. Nothing in the Agreement, as amended, 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, as may be amended from time to time.

[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 & 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

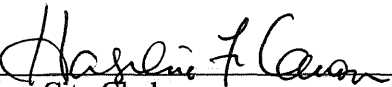
By: 
County Attorney

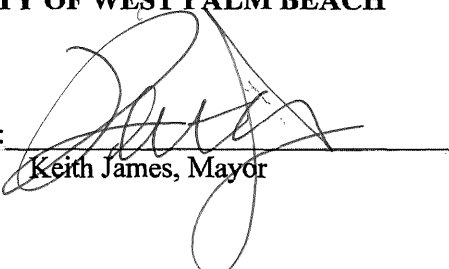
By: 
Fire Rescue

By: 

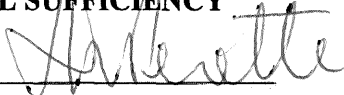
ATTEST:

CITY OF WEST PALM BEACH

By: 
City Clerk

By: 
Keith James, Mayor

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

By: 
Date: 10/18/2021