

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2022 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Fire Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Emergency Services Agreement for Mutual Assistance, Automatic Aid, Dispatch Services, and Fire Vehicle Maintenance and Repair Services with the Village of Tequesta ("Village"), for a period of five (5) years commencing on October 1, 2022 through September 30, 2027.

Summary: In an effort to enhance the provision of fire rescue services, the Board of County Commissioners ("Board") authorized the Fire Rescue Department to provide countywide fire-rescue dispatch and related communication services effective June 1, 2005. This Agreement provides the terms and conditions under which the Fire Rescue Department will continue to provide all the necessary equipment and services to implement and provide Common Dispatch and related communication services to the Village, along with providing the mechanism for implementing mutual assistance and automatic aid/closest unit response. The Agreement also provides for the Village to remain the primary fire rescue response provider to four geographical areas in the County's service area, and for the County to provide fire vehicle maintenance and repair to the Village's emergency response apparatus. The Agreement further authorizes the parties' respective fire chiefs to enter into Letters of Understanding to develop automatic aid/closest unit response and Common Dispatch plans and procedures. The Agreement may be terminated by either party, upon ninety (90) days prior notice to the other party.
Countywide (SB)

Background and Justification: The County currently has agreements for mutual assistance and automatic aid with qualified municipalities for the provision of emergency services throughout Palm Beach County, which provides an improved level of emergency services to all residents. The Board approved the use of countywide ad-valorem tax revenue to fund countywide fire-rescue Common Dispatch services, which is offered to any fire-rescue providers in Palm Beach County that desire the services. The Common Dispatch program provides a real and substantial benefit to all residents and property within the County. The County has provided services to the Village since 2005, and the Village has served the four geographical areas since the closing of Station 11 in 2009.

Attachments:

Emergency Services Agreement (2)

Recommended by: for [Signature] Assistant Fire Chief 8-16-22
Date
Approved by: [Signature] Fire Rescue Administrator 8-10-22
Date
Approved by: [Signature] Assistant County Administrator 8/22/22
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2022 | 2023 | 2024 | 2025 | 2026 |
|--|----------|----------------|----------------|----------------|----------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | <u>249,790</u> | <u>254,786</u> | <u>259,882</u> | <u>265,080</u> |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | <u>70,000</u> | <u>70,000</u> | <u>70,000</u> | <u>70,000</u> |
| NET FISCAL IMPACT | <u>0</u> | <u>319,790</u> | <u>324,786</u> | <u>329,882</u> | <u>335,080</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | 0 | | | | |

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 4231 Object 3401

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

Countywide Fire Rescue Common Dispatch will continue to be appropriated in the Fire Rescue MSTU fund with a transfer from the General Fund equal to 79% of the cost. The remaining 21% is funded by the Fire Rescue MSTU.


For the first year the County will be obligated to pay from the Fire/Rescue MSTU fund \$249,790 to the Village to provide fire rescue response to four geographical areas. Annual funding for each fiscal year thereafter shall be increased by 2% over the previous year's funding level.

In addition, each year the County shall provide fire vehicle maintenance and repair services to the Village in an amount not-to-exceed \$70,000 at no cost to the Village, maintenance and repairs exceeding that amount will be invoiced to the Village.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB JA 8-16-22 (Up) 8-17-22

Mr. J. Lawrence
Contract Development and Control
8-22-22 TW

B. Legal Sufficiency

Ru Bu 8/23/22
Assistant County Attorney

C. Other Department Review:

Department Director

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

**EMERGENCY SERVICES AGREEMENT
FOR MUTUAL ASSISTANCE, AUTOMATIC AID, DISPATCH SERVICES,
AND FIRE VEHICLE MAINTENANCE AND REPAIR SERVICES
BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF TEQUESTA**

THIS AGREEMENT 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 VILLAGE OF TEQUESTA, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "Village").

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into agreements to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest; and

WHEREAS, the Village and County also mutually desire that the Village provide to the County primary fire-rescue response to certain geographical areas, and that the County provide to the Village certain maintenance and emergency repair services for the Village's fire-rescue emergency response apparatus; and

WHEREAS, to the extent permitted by law, the County may use funding from countywide ad valorem tax revenues for countywide common fire-rescue dispatch services (hereinafter "Countywide Common Dispatch" or "Common Dispatch") to be offered and provided by Palm Beach County Fire Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the Village; and

WHEREAS, the Countywide Common Dispatch program provides a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the Village. This real and substantial benefit includes, but is not limited to, the ability to implement a closest unit response system; a more efficient deployment of mutual aid resources; enhanced emergency and disaster coordination between service providers; a more consistent recording and tracking of response time elements; and the ability to avoid confusion in dispatching calls received from mixed service areas with complex jurisdictional boundaries; and

WHEREAS, the Village and County desire to enter into this Agreement as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

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:

ARTICLE I: MUTUAL ASSISTANCE AND AUTOMATIC AID

Section 1. Request for Aid/Assistance: The County and the Village agree to provide emergency mutual assistance and automatic aid to each other for Fire Suppression, Emergency Medical Services, and Technical Rescue, within the terms and conditions set forth by this Agreement. The assistance/ aid provided for by this Agreement shall extend to areas served by the parties through service agreements. Emergency mutual assistance/automatic aid will be given when properly requested unless the party from whom assistance is requested determines in accordance with Section 4 of this Article that it is unable to respond. The party requesting aid and/or assistance shall provide the following information at the time the request is made:

- A. The general nature, type and location of the emergency; and
- B. The type and quantity of equipment and/or personnel needed; and
- C. The name and rank of the person making the request.

All requests shall be directed through the County's emergency communications center. The following officials of the participating parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

Section 2. Command Authority: In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his or her absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times. Each party shall retain control over its personnel and the rendition of services,

standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. Each party authorizes its Fire Chief or designee to meet with the other party's Fire Chief or designee and develop automatic aid/closest unit response plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. Such automatic aid/closest unit response plans and procedures, if any, shall be set forth in a Letter(s) of Understanding. The Fire Chiefs are hereby authorized to enter into and amend said Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

Section 3. Remuneration: Except as may be otherwise specifically provided for herein, all costs associated with providing mutual assistance and automatic aid services under this Agreement shall be the responsibility of the party rendering aid/assistance, and neither party shall seek reimbursement of costs associated with rendering mutual assistance and/or automatic aid services from the other party.

The parties further agree that the party rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident at the sole discretion of the party rendering aid or assistance. If the party rendering aid/assistance for emergency medical services provides transport service, then that transporting party may request reimbursement for the transport service from the patient to the extent permitted by law. The party rendering service will handle billing, insurance claims and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest Federal Medicare guidelines, if applicable.

If the rendering party invoices the responsible party for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting party as a matter of courtesy, provided however that the parties shall not provide copies of transport fee invoices to the other party or otherwise use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e-PHI") except as permitted by the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, and the regulations promulgated thereunder (collectively "HIPAA"), and any other applicable laws and regulations, all as may be amended from time to time.

Section 4. Ability to Respond: Each party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or manpower available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature.

Section 5. Primary Fire Rescue Response: The Village shall respond as the primary fire rescue and emergency medical services/transport provider within the four geographical areas outlined in red on the map attached hereto as **Exhibit 1** and incorporated herein. The Village shall provide within said areas primary fire-rescue response including, but not limited to, fire suppression, rescue, and emergency medical services/transport. The Village shall maintain sufficient personnel and equipment to provide in said areas the same or equivalent types and levels of fire rescue services as was provided by the County's Station 11 prior to the commencement of the Village's primary fire-rescue services to these areas, which services commenced on October 1, 2009. Notwithstanding anything to the contrary, the provisions of Section 4 of Article I of this Agreement shall not be applicable to the services provided by the Village under this Section 5. Notwithstanding anything to the contrary, the Village's obligations hereunder to provide primary fire-rescue response as set forth in this Section 5 shall be deemed to be specific automatic aid obligations, in addition to the Village's obligations to otherwise provide mutual assistance and automatic aid to the County as provided for in this Agreement.

Section 6. Laws and Regulations: Services provided by either party shall be governed by all applicable laws, rules and regulations, as they may be amended from time to time. Notwithstanding anything herein to the contrary, should any of the services contemplated by this Agreement require a COPCN, then the responding party agrees to take all necessary actions to obtain and maintain such.

Section 7. ISO Training: 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.

Section 8. Training: Palm Beach County Fire Rescue will provide to the Village, annually:

- A. In the Palm Beach County Fire Rescue Officer Development Academy, and for individuals who meet the requirements set by Palm Beach County Fire Rescue:
 - I. Two seats of each rank, Lieutenant, Captain, EMS Captain and Battalion Chief;
 - II. Two seats in the Paramedic Development Course; and
 - III. Four seats in the Driver Training Course.
- B. Two on-site Fire Training opportunities, the topics of which will be selected jointly by the Fire Chiefs.

ARTICLE II: COMMON DISPATCH

Section 1. Common Dispatch: The Village is currently included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire Rescue Department) has and will provide the necessary equipment and services to implement and provide Common Dispatch and related communication services for the Village as detailed herein. Each party hereby authorizes its Fire Chief or designee to meet with the other party's Fire Chief or designee to develop and revise Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, geographical response boundaries, and other operational details. These plans and procedures are and shall be set forth in a Letter(s) of Understanding. The Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the Village's level of participation in the Countywide Common Dispatch program and the equipment that has been or will be provided by the County to the Village relating to the dispatch services provided by County hereunder (hereinafter the "Equipment"). The County shall maintain ownership of all said Equipment. The County's Countywide Common Dispatch program provided for by this Agreement shall extend to areas to which the Village provides fire-rescue services through service agreements.

Section 2: Village Responsibilities:

The Village agrees:

- A. To maintain a Common Dispatch Letter of Understanding as discussed above.
- B. To adopt and maintain dispatch protocols mutually agreed upon in the Letter of Understanding referenced in Article II, Section 1.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the Village's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County for dispatch services provided by the County hereunder.
- F. To notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To immediately notify the County of any necessary changes/updates to the street addressing database.
- K. To assist the County in the annual fixed asset inventory identification process.

Section 3: County Responsibilities:

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the Village's PSAP.
- B. To document unit times (e.g. response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide dispatch related communication support for all emergency fire-rescue incidents.
- D. To provide for Village's use the Equipment necessary for Common Dispatch services to the Village.
- E. To provide maintenance and repair to dispatch related Equipment provided to the Village

by the County.

- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.

ARTICLE III: APPARATUS REPAIR AND MAINTENANCE

Section 1. Maintenance and Repairs. The intent of this Article III is for County to extend to the Village the same usual and customary maintenance and repair services that the County provides for its own fire-rescue emergency response apparatus fleet through the County Fire-Rescue Department's vehicle maintenance and repair shop (hereinafter referred to as the "Shop"). The County shall be the exclusive provider for all such preventative maintenance, scheduled repairs and emergency repairs for the Village's principal fire/rescue emergency response apparatus, including Engines, Ladders, Rescues, Haz-Mat, USAR and other related apparatus, specifically excluding maintenance and repair services for:

- Body Damage Repair – Roll-up Doors, Cabinetry, Compartments, Body Panels, Fenders, etc.
- Body Damage Repair – including vehicle painting or graphics to complete repair
- Windshields/Door glass replacement when broken or cracked

Services shall include, but not be limited to the following:

- Fire Pumps, Tanks and Plumbing, apparatus-mounted and portable
- Foam/Chemical agent education and proportioning systems
- Light bulbs and fixtures replacement, including emergency warning devices
- Audible emergency warning devices
- Upholstery and interior furnishings

- Towing of disabled emergency response apparatus
- Emergency Tire Repair and Replacement, including Road Service
- Tire Replacement, per manufacturer/standard schedule

- Head Set communication systems, servicing and repair
- Mobile Data Terminal, installation of hardware and wiring
- Recharge units/wiring, installation of hardware and wiring for re-chargeable equipment

- Manufacturer Factory Recalls – coordination of all work
- Emergency/Unscheduled maintenance related to NFPA and/or NEVT Standards
- Preventive maintenance in accordance with NFPA and/or NEVT Standards

Computer-based Vehicle Maintenance Reporting System will be provided to Village Fire/Rescue personnel for reporting vehicle maintenance and repair issues, as needed and requested by Village.

County will manage the maintenance program for Village's principal fire/rescue emergency response apparatus, and will coordinate the scheduling of preventative maintenance with the Village Fire

Chief or designee. Village agrees to abide by County's daily inspection program and submit any findings of deficits immediately through the computer-based Vehicle Maintenance Reporting System. Additionally, those reports shall be submitted to the County on a monthly basis. Should the Village decline to proceed with any apparatus repair identified by the County, then, notwithstanding anything in this Agreement to the contrary, the Village shall be fully and solely responsible for any liability or claims, including any third party claims and County's cost of defense, arising from the use or operation of said apparatus, subject however, to the limitations set forth in Florida Statute 768.28. Should the Village disagree with the extent or cost of a repair directly relating to the safe operation of said vehicle, Village agrees to notify the County of such disagreement prior to the repair being made. Village shall take the affected unit out of service until such time as funds become available or the unit is permanently replaced. Any disagreement regarding the extent or cost of a repair arising under this provision shall be addressed in accordance with the conflict resolution provisions in Article V, Section 28, of this Agreement.

Section 2. Standards. All inspections and maintenance shall be in accordance with the following standards and specifications, as they may be amended:

NFPA 1071 – Standard on Emergency Vehicle Technician (EVT)

NFPA 1911 - Standard on Fire Apparatus Maintenance

Manufacturers' Specifications

Good principals and industry practices

Section 3. Repairs. When emergency repairs are required, Village shall immediately advise County and arrange for repair. County agrees to give priority to Village emergency repairs over preventive maintenance for County and Village vehicles. Village shall contact County in advance to schedule any non-emergency repairs.

Section 4. Preventative Maintenance. Village agrees to contact County in advance to schedule preventive maintenance of its fire-rescue apparatus in accordance with any preventive maintenance schedules identified by the County, or otherwise in accordance with any applicable maintenance schedules recommended by manufacturer specifications and NFPA standards, if any.

Section 5. Turn Around Time. County will make every reasonable effort to complete repairs and maintenance of vehicles within a reasonable period of time from delivery of vehicle to County, dependent upon availability of parts and the extent of repairs necessary.

Section 6. Warranty of Workmanship. County agrees to warranty its workmanship on services and repairs for a period of forty-five (45) days from completion of work; provided however,

that the sole remedy for a defect in County's workmanship on services and repairs shall be limited, at the County's option, to either the County correcting the faulty service or repair to the extent necessary and reasonably practical, or the County reimbursing Village for the amount paid by Village to County for the faulty service or repair.

The County will process claims for manufacturers' parts warranties on parts it installs on Village vehicles, provided that the Village has taken all necessary action to register such warranties with the applicable manufacturers. Should such a claim be denied, for any reason or no reason, the County's sole obligation shall be limited to providing the Village with the appropriate claim and denial information. The Village shall be solely responsible for pursuing any further manufacturer warranty action it deems appropriate.

The Village shall inform County in writing of the details of any warranty claim for workmanship or parts. In addition, as manager of the Village's maintenance program, County will also monitor repair requests and advise the Village if such repairs or parts may be covered under warranty, provided that the Village has taken all necessary action to register such warranties with the applicable manufacturers.

Section 7. Reporting. Upon request, County shall provide to Village's Fire Chief, or designee, a report identifying each vehicle on which maintenance or repair service was performed during the course of the prior month, and containing a detailed listing of all parts installed, all services rendered, all labor hours and noting any technician observations and recommendations or warranty matters. This report is in addition to information provided on any invoice.

Section 8. Fleet Connectivity Modules: The County is authorized, at its option and sole discretion, to install fleet connectivity modules on County maintained Village vehicles and/or apparatus. The Village 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 Village within 10 days of the expiration or termination of the Agreement or any sooner time that a Village 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 Village 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.

Section 9. Vehicle Transportation: The Village agrees to be responsible for transportation of Village vehicles to and from the Shop as well as transportation of Village vehicles to and from offsite commercial vendor locations when required.

ARTICLE IV: FUNDING:

Section 1. Annual Payments for Primary Fire Rescue Response by the Village: For primary fire rescue response services provided by the Village under Article I, Section 5 of this Agreement, the County shall pay to the Village Two Hundred Forty Nine Thousand Seven Hundred and Ninety Dollars (\$249,790) per year. Commencing on October 1, 2024 and for each subsequent fiscal year, annual payments will be increased by two percent (2%) over the previous year's payment. Annual payments shall be payable in four installments on October 1, January 1, April 1 and July 1 of each year. The Village shall invoice the County 30 days prior to each installment due date.

Section 2. Apparatus Maintenance and Repair: For the apparatus maintenance and repair services provided by the County under Article III of this Agreement, the charges due and payable from the Village to the County shall be calculated as follows:

A. Labor Rates. Vehicle maintenance and repair labor, inclusive of all administrative and overhead costs with no additional charge for overhead or labor (except as provided in Section 2), shall be calculated based on the hourly labor rate listed as the Warranty Rate on the County's Rate Schedule for Warranty, Vehicle and Staff Charges in effect at the time of service. No other billing rates included on the County's Rate Schedule for Warranty Vehicle and Staff Charges shall apply. The Rate Schedule and Warranty Rate may be annually updated and amended by the County in its sole discretion (as referenced in Palm Beach County Fire Rescue PPM FR-F-307).

B. After Hours Call-Out Emergency Repairs. A three-hour minimum labor charge, at applicable Labor Rates established in Section 2.A. above, will apply to all emergency after hours call-out repairs. "After hours" shall mean any time before or after the usual and customary business hours and days of the Shop, and shall include, but not be limited to, Saturdays, Sundays, and County holidays. Upon request, the County will provide the Village with the Shop's current business hours and days, which may be revised by the County from time to time.

C. Parts and supplies. The Village will be charged the County's actual cost for all parts and supplies plus 5%.

D. Insurance Premium. Each month the Village shall pay to the County a proportionate share of the County's annual premiums for garage-keepers insurance and garage liability insurance relating to fire-rescue vehicle maintenance and repair services. The monthly amount due from the Village shall be equal to the County's annual premiums divided by the number of

contracted entities receiving fire rescue vehicle maintenance and repair services from the County, which may change from time to time, divided by twelve (12). This amount shall be adjusted by the County from time to time to reflect any change in the number of contracted entities receiving such services from the County and to reflect any actual increase or decrease in the County's premiums. Any and all decisions regarding such insurance policies shall remain within the sole discretion of the County.

E. Invoices. As part of the consideration for the contract price established under Section 1 of this Article, the first \$70,000 of vehicle maintenance and repair services provided by the County to the Village for each year of this Agreement shall be at no cost to the Village. Thereafter, the County shall invoice the Village on a monthly basis for all service(s) provided in excess of \$70,000 per year. Each invoice shall identify the vehicle serviced, the labor hours spent, the labor rate, charges for parts and supplies, and the monthly charge for insurance premiums. Payment by the Village shall be due forty-five (45) days after the Village's receipt of a proper invoice from the County. County shall direct invoices to the Village's Accounts Payable Division at:

Village of Tequesta
Accounts Payable
357 Tequesta Drive
Tequesta, FL 33469

ARTICLE V: GENERAL CONTRACT TERMS

Section 1. Preambles: The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor: The County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7001. The Village representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 768-0550.

Section 3. Employee Functions: No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Relationship of Employee.: No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other

employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

Section 5. No Assumption of Liability: Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment, except as may be otherwise provided for in this Agreement.

Section 6. Insurance: Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, the Village represents to be self-insured with coverage subject to the limitations of the Statute, as may be amended.

In the event the Village maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, the Village shall agree to maintain said insurance policies at limits not less than \$1,000,000 combined single limit for bodily injury or property damage.

The Village agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

For the duration of this Agreement, the Village agrees to maintain automobile physical damage insurance covering those vehicles to be serviced by the County under this Agreement. The Village's coverage shall be primary for any damage that occurs to the Village's vehicles, including any damage while in the possession or custody of the County.

The Village hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy, except in the event the County, its officers, employees or agents are negligent, in which case subrogation against the County shall apply. When required by the insurer, or should a policy condition not permit the Village to enter into a pre-loss agreement to waive

subrogation without an endorsement, then the Village agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Village enter into such an agreement on a pre-loss basis.

When requested, the Village shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the Village of its liability and obligations under this Agreement.

Section 7. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the Village against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the Village shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Village's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The provisions of this section shall survive the termination or expiration of this Agreement.

Section 8. Effective Date and Term: The term of this Agreement is for five (5) years and shall commence on October 1, 2022, through September 30, 2027, unless sooner terminated as provided herein.

Section 9. Notice of Termination: Either party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Section 10. Capital Improvement Plans: On an annual basis, the Village shall provide the County with Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within its jurisdictions and/or service area. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

Section 11. Assignment of Rights: Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

Section 12. Modification and Amendment: No modification, amendment, or alteration in

the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 13. Entirety of Agreement: This Agreement, and any Letter(s) of Understanding entered into between the Fire Chiefs as authorized in this Agreement, represent the entire understanding of the parties and, except as provided in Section 30 hereunder, supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective assigns and successors in interest.

Section 14. Nondiscrimination: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Village warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

Section 15. Annual Appropriations: Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

Section 16. Remedies: This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Records: Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least five (5) years, or, if applicable, for five (5) years after the life of a subject vehicle or equipment, whichever period of time is longer. Each party shall maintain, and make available to the other party at no cost, upon request, and within a reasonable period of time all records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

Notwithstanding anything herein to the contrary and to extent permitted by law, upon the

expiration or termination of this Agreement, the County shall turn over to the Village all the County's technical records directly relating to the County's maintenance and repair of the Village vehicles. The Village shall become the official custodian of these records. As custodian of these records, the Village shall maintain the records in accordance with Florida's public records law and until at least five (5) years after expiration or termination of this Agreement or five (5) years after the life of the vehicle, whichever is later. The County shall be entitled to keep a copy of all such records.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Village and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 18. Palm Beach County Office of the Inspector General Audit Requirements:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 19. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 20. Notice of Suits: Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the

other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

Section 21. Notices: All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by messenger, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Fire Rescue
Attn: Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

with a copy to:

Palm Beach County Attorney's Office
Attn: Fire Rescue Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone 561-355-2225
Fax 561-355-4398

(b) If to the Village at:

Village of Tequesta Fire Rescue
Attn: Fire Chief
357 Tequesta Dr.
Tequesta, FL 33469

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

Section 22. Captions: The captions and section appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 23. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 24. Delegation of Duty: This Agreement is an Interlocal agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

Section 25. HIPAA Compliance: All parties acknowledge and agree that their respective fire-rescue departments are covered entities under HIPAA, as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA, then the parties shall promptly amend such provision as necessary to comply with HIPAA. Should the parties fail to promptly do so, then either party may terminate this Agreement upon written notice to the other, without any recourse, penalty, or damages of any type against the terminating party arising from such termination.

Section 26. Severability: If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 27. Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 28. Conflict Resolution: Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

Section 29. No Third Party Beneficiary: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity

not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Village.

Section 30. Renewal of Letters of Understanding: Notwithstanding anything herein to the contrary, any existing duly authorized Letters of Understanding between the parties that are in effect immediately prior to the effectiveness of this Agreement shall be deemed to be renewed and continued upon the effectiveness of this Agreement. Said Letters of Understanding shall continue and remain in effect until amended or rescinded as authorized hereunder.

Section 31. E-VERIFY - Employment Eligibility: 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.

Section 32. Force Majeure: County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the County. Furthermore, the Village specifically acknowledges that the County shall have no liability whatsoever for any damages or injuries due to a Force Majeure.

[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, a political
subdivision of the State of Florida

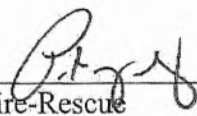
By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS


By: _____
County Attorney

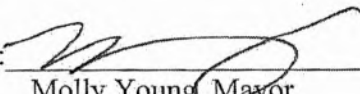
By:  _____
Fire-Rescue

ATTEST:



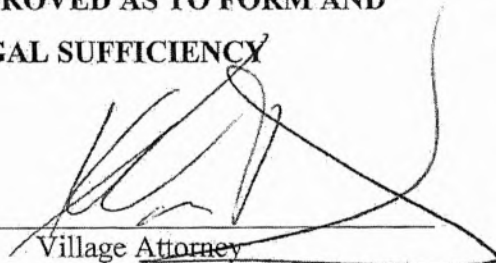
VILLAGE OF TEQUESTA, FLORIDA

By:  _____
Lori McWilliams, MMC, Village Clerk

By:  _____
Molly Young, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Village Attorney

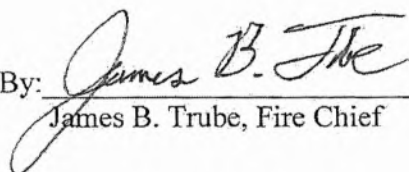
By:  _____
James B. Trube, Fire Chief

EXHIBIT 1

