

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	January 23, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire Rescue

I. EXECUTIVE BRIEF

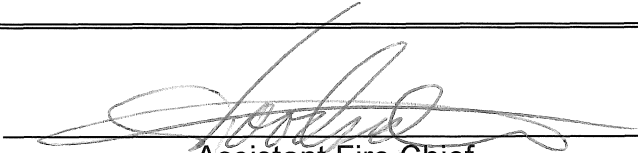
Motion and Title: Staff recommends motion to approve: an Interlocal Agreement for Fire Vehicle Maintenance and Repair Services (Agreement) with the Town of Palm Beach Shores (Town), for Palm Beach County Fire Rescue (PBCFR) to provide fire vehicle maintenance and repair services to the Town retroactively from May 21, 2023 through May 20, 2028.

Summary: The Agreement provides the terms and conditions under which PBCFR Support Services personnel will provide maintenance and repair services for the Town's Fire-Rescue emergency response vehicles and apparatus. The parties desire for the County to continue to provide such services to the Town for five (5) years. **Countywide (SB)**

Background and Justification: The County has been providing Fire Vehicle Maintenance for the Town since 2013, which has been determined to be beneficial to both parties. All vehicle maintenance and repairs are billed to the Town without any supplemental funding from the Fire Rescue MSTU.

Attachments

Interlocal Agreement

Recommended by:  12-20-2023
 Assistant Fire Chief Date

Approved by:  12-20-2023
 Fire Rescue Administrator Date

Approved by:  1/12/2024
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____*	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

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

Does this item include the use of State Funds? Yes No

Budget Account No.: Fund 1300 Dept 440 Unit various Object various

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

* Fiscal impact cannot be determined at this time.

C. Departmental Fiscal Review: Laura Maggioni 12/27/23

III. REVIEW COMMENTS

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

Lisa Mart 12/28/23
CB 12/28
OFMB

Saraya Amire 1/8/24
Contract Development and Control

B. Legal Sufficiency

Rebecca 1/8/24
Assistant County Attorney

C. Other Department Review:

Department Director

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

**INTERLOCAL AGREEMENT
FOR FIRE VEHICLE MAINTENANCE AND REPAIR SERVICES
BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH SHORES**

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 TOWN OF PALM BEACH SHORES, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “Town”).

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, the County has been providing certain maintenance and emergency repair services for the Town’s fire-rescue emergency response apparatus since 2013, and the parties mutually desire for the County to continue to provide those services under the terms and conditions in this Agreement;

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 Town do hereby agree as follows:

ARTICLE I: APPARATUS REPAIR AND MAINTENANCE

Section 1. Maintenance and Repairs. The intent of this Agreement is for County to extend to the Town 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 Town’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 Town Fire/Rescue personnel for reporting vehicle maintenance and repair issues, as needed and requested by Town.

County will manage the maintenance program for Town's principal fire/rescue emergency response apparatus, and will coordinate the scheduling of preventative maintenance with the Town Fire Chief or designee. Town 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 Town decline to proceed with any apparatus repair identified by the County, then, notwithstanding anything in this Agreement to the contrary, the Town shall be fully and solely responsible for, and shall indemnify, defend and hold harmless the County against, 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 Town disagree with the extent or cost of a repair directly relating to the safe operation of said vehicle, Town agrees to notify the County of such disagreement prior to the repair being made. Town 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 III, Section 26, 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, Town shall immediately advise County and arrange for repair. County agrees to give priority to Town emergency repairs over preventive maintenance for County and Town vehicles. Town shall contact County in advance to schedule any non-emergency repairs.

Section 4. Preventative Maintenance. Town 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 Town for the amount paid by Town to County for the faulty service or repair.

The County will process claims for manufacturers' parts warranties on parts it installs on Town vehicles, provided that the Town 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 Town with the appropriate claim and denial information. The Town shall be solely responsible for pursuing any further manufacturer warranty action it deems appropriate.

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

Section 7. Reporting. Upon request, County shall provide to Town'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 Town vehicles and/or apparatus. The Town 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 Town within 10 days of the expiration or termination of the Agreement or any sooner time that a Town 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 Town 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 Town agrees to be responsible for transportation of Town vehicles to and from the Shop as well as transportation of Town vehicles to and from offsite commercial vendor locations when required.

ARTICLE II: FUNDING:

Section 1. Labor Rates. The County shall invoice the Town for 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), at the hourly labor rate listed in 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).

Section 2. After Hours Call-Out Emergency Repairs. A three-hour minimum labor charge, at applicable Labor Rates established in Section 1 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 Town with the Shop's current business hours and

days, which may be revised by the County from time to time.

Section 3. Parts and supplies. The Town will be charged the County's actual cost for all parts and supplies plus 5%.

Section 4. Insurance Premium. Each month the Town 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 Town 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.

Section 5. Invoices. The County shall invoice the Town on a monthly basis for all service(s) provided during the month. 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 Town shall be due forty-five (45) days after the Town's receipt of a proper invoice from the County. County shall direct invoices to the Town's Accounts Payable Division at:

Town of Palm Beach Shores
Accounts Payable
247 Edwards lane
West Palm Beach, FL 33404

ARTICLE III: 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 Town representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 844-4807.

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 Town represents to be self-insured with coverage subject to the limitations of the Statute, as may be amended.

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

The Town 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 Town to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Town 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 Town enter into such an agreement on a pre-loss basis.

When requested, the Town shall 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 Town 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 Town against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the Town shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town'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, retroactively, on May 21, 2023, and continue through May 20, 2028, 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. 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 11. 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 12. Entirety of Agreement: This Agreement represents the entire understanding of the parties and 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 13. Nondiscrimination: In Resolution 2017-1770, the County expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth in said Resolution. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Town 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 14. 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 15. 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 16. 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 Town all the County's technical records directly relating to the County's maintenance and repair of the Town vehicles. The Town shall become the official custodian of these records. As custodian of these records, the Town 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 Town 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 17. 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 18. 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 19. 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 20. 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 Town at:

Town of Palm Beach Shores Fire Rescue
Attn: Fire Chief
247 Edwards Lane
West Palm Beach, FL 33404

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

Section 23. 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 24. 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 25. 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 26. 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 27. 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 Town.

Section 28. 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 29. 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 Town 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: _____
Maria Sachs, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *Jude Goudreau*
County Attorney

By: *Alan Fiers*
Fire Rescue

ATTEST:

TOWN OF PALM BEACH SHORES, FLORIDA

By: *Jude Goudreau*
Jude Goudreau, Town Clerk

By: *Alan Fiers*
Alan Fiers, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
Town Attorney

By: _____

