

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	August 25, 2026	☒ Consent	☐ Regular
		☐ Workshop	☐ Public Hearing
Department:	Fire Rescue		

I. EXECUTIVE BRIEF

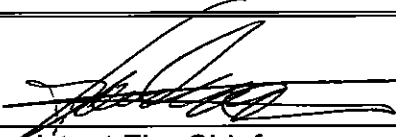
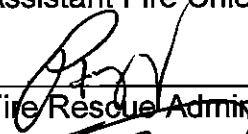
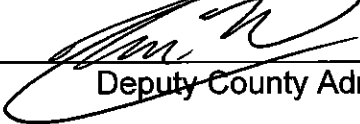
Motion and Title: Staff recommends motion to approve: an Eighth Amendment to Interlocal Agreement (R2008-1567) for Fire Vehicle Maintenance with the City of West Palm Beach (City) to extend the term of the Agreement from September 9, 2026, through September 8, 2027.

SUMMARY: The Agreement provides the terms and conditions under which Palm Beach County Fire Rescue Support Services personnel provides maintenance and emergency repair to Aerials/Platforms and Ladders, only, of the City's Fire-Rescue fleet. This Amendment 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 maintenance and repair services for the following emergency response apparatus: Aerials/Platforms and Ladders. Countywide (SB)

Background and Justification: On September 9, 2008, an Interlocal Agreement for Fire Vehicle Maintenance (R2008-1567) with the City was approved for a period of ten (10) years. The First Amendment extended this Agreement for two (2) additional years ending on September 8, 2020. The second amendment extended this Agreement for one (1) year ending on September 8, 2021. The third amendment extended this Agreement for one (1) year ending on September 8, 2022. The fourth amendment extended this Agreement for one (1) year ending on September 8, 2023. The fifth amendment extended this Agreement for one (1) year ending on September 8, 2024. The sixth amendment extended this Agreement for one (1) year ending on September 8, 2025. The seventh amendment extended this Agreement for one (1) year ending on September 8, 2026. This eighth amendment will extend this Agreement for one (1) year ending on September 8, 2027. All vehicle maintenance and repairs are billed to the City without any supplemental funding from the Fire Rescue MSTU.

Attachment:

1. Eighth Amendment to Interlocal Agreement for Fire Vehicle Maintenance (2)

Recommended by:		7-6-26
	Assistant Fire Chief	Date
Approved by:		7.6.26
	Fire Rescue Administrator	Date
Approved by:		7/16/26
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No
Does this item include the use of Federal Funds? Yes No X
Does this item include the use of State Funds? Yes No X

Budget Account No.: Fund 1300 Dept 440 Unit 4212 Object 4620
Budget Account No.: Fund 1300 Dept 440 Unit 4212 Rev Source 4900

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

- * There is no fiscal impact associated with this Eighth 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: *Rebecca Aguirre* 6/24/26

III. REVIEW COMMENTS

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

Lisa Math 7/7/26
OFMB
MO 111 *JA* 7/7

Rebecca Math 7/7/26
Contract Development and Control
26 7.7.26

B. Legal Sufficiency

Rebecca 7/8/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

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

WPB# 06048.008

THIS EIGHTH AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE is made and entered into on August 25, 2026, 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, as 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; as amended on October 20, 2020, (R2020-1592) to extend the term through September 8, 2021 and to further limit the vehicles serviced to Aerials/Platforms and Ladders only; as amended on December 7, 2021 (R2021-1842) to extend the term through September 8, 2022; as amended on August 23, 2022 (R2022-0862) to extend the term through September 8, 2023; as amended on July 11, 2023 (R2023-0955) to extend the term through September 8, 2024; as amended on August 20, 2024 (R2024-0975) to extend the term through September 8, 2025, and as further amended on August 19, 2025 to extend the term through September 8, 2026 (herein collectively referred to as the "Agreement"); and

WHEREAS, the City 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, 2026 through September 8, 2027 ("Eighth Extension Period"), under the same terms and conditions set forth in the Agreement except as otherwise provided in this Eighth Amendment.

2. During the Eighth 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 III: GENERAL CONTRACT TERMS is hereby amended to replace Section 11. **NONDISCRIMINATION** to read as follows:

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 R2025-0748, as may be amended, the City 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the City represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the City shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the City retaliate against any person for reporting instances of such discrimination. The City shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this

clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The City understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. City shall include this language in its subcontracts.

4. Article III: GENERAL CONTRACT TERMS is hereby amended to add Section 32. **DIGITAL ACCESSIBILITY COMPLIANCE** to read as follows:

City acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. City represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

City shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, City shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, City shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. City shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

5. All other provisions of the Agreement are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[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:
MICHAEL A CARUSO,
Clerk of the Circuit Court
& Comptroller

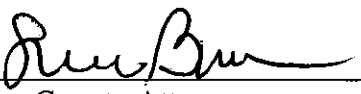
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

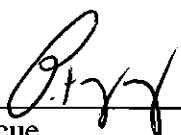
By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

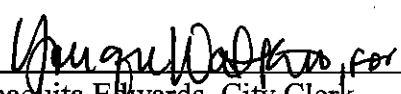
APPROVED AS TO TERMS AND
CONDITIONS

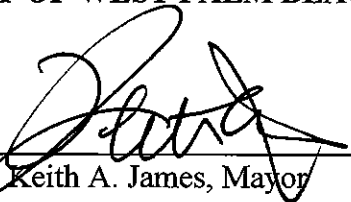
By: 
County Attorney

By: 
Fire Rescue

ATTEST:

CITY OF WEST PALM BEACH

By: 
Shaquita Edwards, City Clerk

By: 
Keith A. James, Mayor

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

By: 

Date: 6-22-26