Agenda Item #: **3S2**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	November 10, 2026	[X] Consent [ ] Workshop	[ ] Regular [ ] Public Hearing
Department:	Fire Rescue		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Emergency Services Agreement for Mutual Assistance (Agreement) retroactively effective October 1, 2026 through September 30, 2036 with the Town of Palm Beach.

Summary: The Emergency Services Agreement for Mutual Assistance and Automatic Aid Agreement between the parties (R2017-0191) effective October 1, 2016 expired on September 30, 2026. The new Agreement is for a ten (10) year period through September 30, 2036. This Agreement provides for mutual assistance for fire suppression, emergency medical services, and other emergency services. **Countywide (SB)**

Background and Justification: The County has agreements for mutual assistance with qualified entities for the provision of emergency services in order to provide an improved level of emergency services to all residents of Palm Beach County regardless of jurisdiction.

Attachments:
1) Emergency Services Agreement with the Town of Palm Beach

Recommended by: _____ 10-7-26
Assistant Fire Chief — Date

Approved by: _____ 10/8/26
Fire Rescue Administrator — Date

Approved by: _____ 10/9/26
Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

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 ___ Dept ___ Unit ___ Object ___

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

* There is no fiscal impact associated with this agreement

C. Departmental Fiscal Review: Lauri Magsamen

III. REVIEW COMMENTS

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

10/9/26
OFMB
MD 10/9 JA 10/9

10/9/26
Contract Development and Control
ZG 10.9.26

B. Legal Sufficiency

10/13/26
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
BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH

THIS AGREEMENT is made and entered into on 17 September 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 TOWN OF PALM BEACH, 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, 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 in times of emergency where the need created may be too great for either party to deal with unassisted, , where agreeable and in the public interest; and

WHEREAS, the Town 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 Town do hereby agree as follows:

ARTICLE I: MUTUAL ASSISTANCE

Section 1. Request for Assistance: The County and the Town agree to provide emergency mutual assistance to each other for Fire Suppression, Emergency Medical Services, and Technical Rescue, within the terms and conditions set forth by this Agreement.

The assistance provided for by this Agreement shall extend to areas served by the parties through service agreements or ordinances. Emergency mutual assistance 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 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 respective party's emergency communications center. The following officials of the participating parties are authorized to request 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 mutual assistance plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response. Such mutual assistance 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: Unless stated in the Letter(s) of Understanding, all costs associated with providing mutual assistance under this Agreement shall be the responsibility of the party rendering assistance and neither party shall seek reimbursement of costs associated with rendering mutual assistance from the other party.

The parties further agree that the party rendering 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 assistance. If the party rendering 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 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 provided hereunder is intended to be mutual in nature.

Section 5. 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.

ARTICLE II: 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 Assistant Chief, whose telephone number is (561) 227-6433.

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.

Section 6. Liability for Injury: 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 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 ten (10) years and shall commence on October 1, 2026, through September 30, 2036, 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, 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 29 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 13. 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 R2025-0748, 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, 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. 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.

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

(b) If to the Town at:

Town of Palm Beach
Fire Chief
300 North County Road
Palm Beach, FL 33480

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 party.

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. 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 25. Severability: If any term of this Agreement or the application thereof to any person or circumstances is 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 26. 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 27. 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 28 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 29. 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 30. E-VERIFY - Employment Eligibility: Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it, and any of its subcontractors performing under this Agreement, 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 31. Force Majeure: Neither party shall 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 the affected party 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 affected party.. Furthermore, neither party shall have any liability whatsoever for any damages or injuries due to a Force Majeure.

Section 32. Counterparts: This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Town shall execute by manual means only, unless the County provides otherwise.

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:

SHANNON RAMSEY-CHESSMAN
CLERK OF THE CIRCUIT COURT
& COMPTROLLER AD INTERIM

By:_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Sara Baxter, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:_____
Fire-Rescue

ATTEST:

By:_____
Town Clerk

TOWN OF PALM BEACH, FLORIDA,
BY ITS TOWN COUNCIL

By:_____
Danielle H. Moore, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
Joanne O'Connor (Sep 22, 2026 10:24:05 EDT)
Town Attorney

APPROVED AS TO TERMS AND CONDITIONS

Sean Baker
By:_____
Palm Beach Fire Chief

SEAL OF TOWN OF PALM BEACH FLORIDA
INCOPORATED APRIL 17, 1911