

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	October 20, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire-Rescue

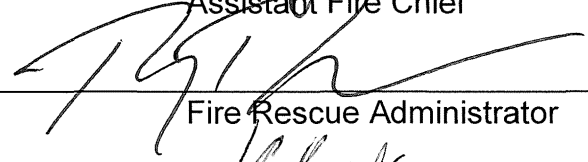

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to Interlocal Agreement for Fire Vehicle Maintenance with the City of West Palm Beach to retroactively extend the term of the Agreement from September 9, 2020 through September 8, 2021.

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

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

Attachment: Second Amendment to Interlocal Agreement for Fire Vehicle Maintenance

Recommended by:		9.23.2020
	Assistant Fire Chief	Date
Approved by:		9/23/2020
	Fire Rescue Administrator	Date
Approved by:		10/8/2020
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

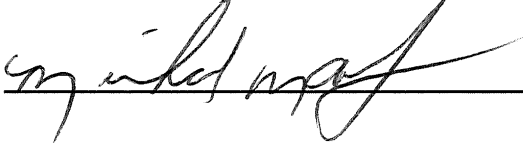
Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*0</u>	<u>0</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No
 Does this item include the use of federal funds Yes No X

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

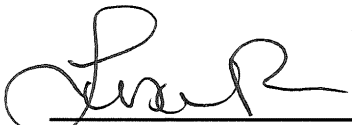
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 7/20/2020
 OFMB 8/9/20

 10-6-2020
 Contract Development and Control

B. Legal Sufficiency


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

WPB # 26048.002

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE is made and entered into on _____, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “County”), by and through its Board of County Commissioners and the CITY OF WEST PALM BEACH, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “City”).

WHEREAS, on September 9, 2008, the County and City entered into an Interlocal Agreement For Fire Vehicle Maintenance (R2008-1567) for a term of ten (10) years, which was amended on November 20, 2018 (R2018-1827) to extend the term through September 8, 2020 and to only include certain types of fire-rescue emergency response vehicles and/or apparatus (herein collectively referred to as the “Agreement”); and

WHEREAS, the City has implemented a fire vehicle maintenance program, including a fire vehicle maintenance facility; however, the City’s fire vehicle maintenance facility currently cannot provide maintenance or repairs to fire-rescue emergency response apparatus such as Aerials/Platforms and Ladders; and

WHEREAS, the City will fully implement their vehicle maintenance program to include fire rescue apparatus such as Aerials/Platforms and Ladders within the next year; 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 an 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, 2020 through September 8, 2021 (“Second Extension Period”), under the same terms and conditions set forth in the Agreement except as otherwise provided in this Second Amendment.

2. During the Second Extension Period, the County shall provide maintenance and repair services for only Aerials/Platforms and Ladders, and all references in the Agreement to City vehicles and/or apparatus shall be construed to mean only Aerials/Platforms and Ladders.

3. The first two paragraphs of **Article III: GENERAL CONTRACT TERMS, Section 6. Insurance** are hereby amended to read as follows:

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the City 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 City shall agree to maintain said insurance policies at limits not less than \$1,000,000 per occurrence combined single limit for bodily injury or property damage and \$2,000,000 per aggregate.

4. **Article III: GENERAL CONTRACT TERMS, Section 11. Equal Opportunity** is hereby deleted in its entirety and replaced with the following:

Section 11. 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 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, gender identity or expression, 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 2017-1770, 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, gender identity or expression, 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 marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. 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.

5. **Article III: GENERAL CONTRACT TERMS, Section 14. Right to Audit** is hereby amended to read as follows:

The City, at City's expense, shall have the right to examine all County's books, data, records and invoices directly or indirectly related to this Agreement upon reasonable notice, time and place. Such examination may be made during the life of a subject vehicle or equipment. Any disagreement between the parties arising under this provision shall be addressed in accordance with the conflict resolution provisions in Article III, Section 25, of this Agreement.

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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

6. All other provisions of the Agreement are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
7. Nothing in the Agreement, as amended, shall be construed to affect the rights and obligations of the parties under their Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services (R2017-0104) entered into on January 10, 2017.

[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:
SHARON R. BOCK,
Clerk & Comptroller


PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

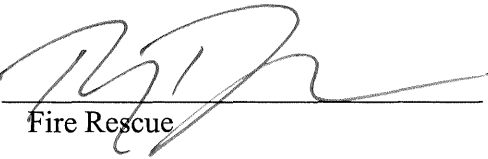
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

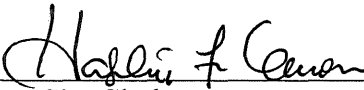
APPROVED AS TO TERMS AND
CONDITIONS

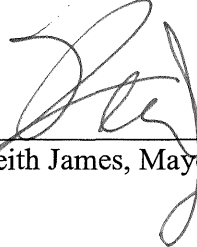
By: 
County Attorney

By: 
Fire Rescue

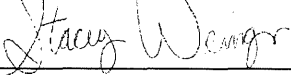
ATTEST:

CITY OF WEST PALM BEACH

By: 
City Clerk

By: 
Keith James, Mayor

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

By: 

Date: 9.8.20