

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 11, 2023 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Fire Rescue

I. EXECUTIVE BRIEF

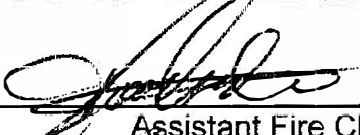
Motion and Title: Staff recommends motion to approve: an Interlocal Agreement for Fire Protection and Emergency Medical Services with the Town of Jupiter (Town) for a period from October 1, 2023 to October 1, 2033.


Summary: The Agreement provides for the Town to receive fire protection and emergency medical services from the County through the County's established Jupiter Municipal Service Taxing Unit (MSTU). The cost of services will be funded by emergency transport services fees, non-emergency service fees, hazardous materials mitigation service fees, and ad valorem taxes levied through the Jupiter MSTU. The Town has agreed to remain in the Jupiter MSTU, pursuant to a Town ordinance of consent, for each year during the term of the Agreement. The Agreement outlines the terms regarding the provision of services and funding and can be terminated by the Town with thirty-six (36) months' notice. **District 1 (SB)**

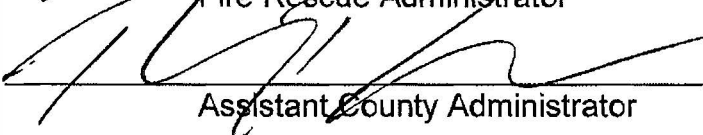
Background and Justification: The Town has received fire protection and emergency medical services from the County since 1997 by and through the Town's participation in the Jupiter MSTU through duly enacted ordinances. The contract cost will continue to be calculated using a Full-Cost Allocation Methodology that now also accounts for move-ups, capital cost for renovations and repairs, non-budgeted situations and the reimbursement for the construction of new stations that impact the Jupiter Service Area.

Attachments:

Interlocal Agreement (3)

Recommended by:  6-7-2023
Assistant Fire Chief Date

Approved by:  6-7-2023
Fire Rescue Administrator Date

Approved by:  6/13/2023
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	* _____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No _____

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

Budget Account No.: Fund 1301 Dept 440/820 Unit 6500/4290 Object Various

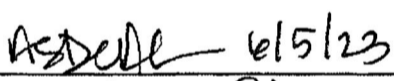
B. Recommended Sources of Funds/Summary of Fiscal Impact:


*Projected revenues are dependent upon the actual future costs based on the Full-Cost Allocation Methodology included in the Agreement

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 6/15/23
OFMB QA VBA B6/2

 6/18/23
Contract Dev. and Control

B. Legal Sufficiency

 6/9/2023
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 PROTECTION AND EMERGENCY MEDICAL SERVICES
BY AND BETWEEN
THE TOWN OF JUPITER AND PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES (the Agreement) is made and entered into on _____, by and between the TOWN OF JUPITER, a Florida municipal corporation of the state of Florida, (hereinafter "the Town") and PALM BEACH COUNTY, a political subdivision of the state of Florida (hereinafter "the County") for fire-rescue services.

RECITALS

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, Chapter 26, Article II, Division 3, of the Palm Beach County Code, in accordance with the authority set forth in Section 125.01(1)(q) and (r), Florida Statutes, established a Fire/Rescue Municipal Service Taxing Unit (MSTU) and also established a Jupiter MSTU; and

WHEREAS, the Jupiter MSTU funds County fire protection and emergency medical services within the incorporated area of the Town; and

WHEREAS, in accordance with Section 125.01(2), Florida Statutes, the Palm Beach County Board of County Commissioners is the governing body of the Jupiter MSTU; and

WHEREAS, the Town has received fire protection and emergency medical services from the County since 1997 by and through the Town's participation in the Jupiter MSTU through duly enacted ordinances of the parties and as outlined in interlocal agreements between the parties; and

WHEREAS, the Town desires to continue to receive fire protection and emergency medical services from the County, and the County desires to continue to provide such services through the Jupiter MSTU within the Town; and

WHEREAS, the Town desires to maintain in place an Ordinance to continue its consent to participate in the Jupiter MSTU for the provision and funding of County fire-rescue and emergency medical services within the Town through the term of this Agreement; and

WHEREAS, both the Town and the County believe that the public interest is promoted by the Jupiter MSTU as a method for the County to deliver and fund fire-rescue and emergency medical services within the Town; and

WHEREAS, this Agreement establishes certain terms of the fire-rescue and emergency medical services the Town will receive from the County; and

WHEREAS, the County proposes to use certain ad valorem revenues derived from its levy of taxes for fire-rescue purposes within the Jupiter MSTU, and other non-ad valorem revenues as set forth herein, to fund the services provided herein; and

WHEREAS, the parties have further determined to use the methodology set forth herein to calculate and allocate the cost of fire-rescue and emergency medical services to the Jupiter MSTU.

NOW, THEREFORE, the Town and the County, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS; PURPOSE

The recitals set forth above are true and correct and are hereby incorporated into this Agreement.

The purpose of this Agreement is to outline certain terms regarding the provision of fire protection and emergency medical services within the Town by the County, by and through the Jupiter MSTU. To facilitate the purposes of this Agreement, the Town shall cooperate with and assist the County so as to ensure that the services provided by County are coordinated with other municipal services provided by the Town, and that complaints and/or inquiries regarding the County's or the Town's performance and the services delivered hereunder are appropriately addressed.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

A. Recognition of the Jupiter Service Area, Jupiter MSTU, and Responsibilities thereof

1. The Jupiter Municipal Services Taxing Unit.

The County shall maintain the Jupiter MSTU to provide fire-rescue and emergency medical services within the municipal boundaries of the Town by a duly enacted ordinance of the Board of County Commissioners. The geographic boundaries of the Jupiter MSTU shall include the incorporated area of the Town, as it may be amended from time to time. The County shall provide and administer the fire-rescue and emergency medical services to the properties within the Jupiter MSTU in accordance with this Agreement. In accordance with Section 26-54(b) of the

Palm Beach County Code, any County ordinances pertaining to fire-rescue and emergency medical services shall be applicable within the Town.

The County and the Town hereby recognize that the County, through its Fire Rescue Department ("PBCFR"), provides fire-rescue and emergency medical services throughout Palm Beach County and those services, including services within the Town, at the County's discretion, may be provided from facilities and with personnel and apparatus located inside or outside the municipal boundaries of the Town.

2. Jupiter Service Area:

The area generally described as being bounded on the south by Donald Ross Road, on the west by the Florida Turnpike plus approximately one half mile west of the Florida Turnpike along Indiantown Road, on the north by the Martin County line, and on the east by the Atlantic Ocean, plus any incorporated areas of Jupiter that fall outside this area, shall be known as the Jupiter Service Area. For purposes of this Agreement the Jupiter Service Area is described in order to identify and enumerate specific resources allocated as part of this Agreement, but has no operational significance. The Jupiter MSTU represents a portion of the Jupiter Service Area which in turn represents a portion of PBCFR's Battalion 1.

B. Services to be Provided

The County, by and through the Jupiter MSTU, shall provide the Town fire protection, emergency medical services, hazardous materials response with a technical level of expertise, confined space and dive rescue, personnel and equipment, community education programs, fire code enforcement, (and testimony related thereto), new construction plan review and inspection, and all other emergency and non-emergency services generally provided by PBCFR.

Based on the Town's inclusion in the Jupiter MSTU, and in accordance with the provisions of Section 26-54(b) of the Palm Beach County Code, the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto (as may be hereinafter collectively referred to as the "Fire Code"), all as may be amended from time to time, shall be applicable within the Town and enforceable therein by the County. The County shall conduct fire inspections on applicable buildings and structures located within the incorporated boundaries of the Town in accordance with the Fire Code.

C. Station Locations

The parties acknowledge that County provides fire-rescue and emergency medical services from facilities both inside and outside the municipal boundaries of the Town. Additionally, the re-location of existing facilities, additional new facilities, consolidation or closing of facilities may be necessary. These changes that affect the Jupiter Service Area will be made as operationally necessary after notice has been provided to the Town. Nothing stated in this Section relieves the County from its responsibility for meeting its response time criteria as set forth in Section 10, Standard of Performance.

D. Receiving and Dispatching Calls for Emergency Service

All calls for emergency services received by the Town which require a response by PBCFR shall be immediately forwarded to the Palm Beach County Emergency Communication Center for operational dispatch.

E. Town's Participation in Jupiter MSTU

The Town agrees to remain in the Jupiter MSTU, pursuant to a Town ordinance of consent, for each year during the term of this Agreement, which term may be terminated early as set forth in Section 12. Should the Town fail to maintain or timely renew an appropriate consenting ordinance for any year during the term of this Agreement, then the Town shall promptly notify the County of such and shall pay to the County, in equal monthly installments, the annual contract price calculated in accordance with Section 3.A.

SECTION 3. COSTS AND FUNDING FOR SERVICES

A. Contract Price

The Town's contract price for services rendered under this Agreement shall be calculated on an annual basis using the "Full Cost Formula", attached hereto as **Exhibit "A"**, which is attached hereto and incorporated herein as part of this Agreement. Upon request, the County shall provide the Town with information about projected future costs through the term of the Agreement, which the Town acknowledges is only a non-binding informational projection that is projected to change over time.

B. Funding Through Jupiter MSTU

The provision of fire-rescue and emergency medical services by the County within the Town shall be funded by and through the Jupiter MSTU pursuant to the ordinances adopted by the County and the Town providing for the inclusion of the Town in the Jupiter MSTU. The Town acknowledges and agrees

that the level of funding available to fund fire-rescue and emergency medical services within the Jupiter MSTU, including within the Town, is subject to the non-delegable discretion and determination of the Board of County Commissioners through its budgetary process and any applicable laws, policies and regulations. If the County determines that budgetary limitations or constraints impacting the Jupiter MSTU, including but not limited to millage limitations imposed by law or a substantial drop in property values, affect the County's ability to meet any term or condition of this Agreement, then the parties shall negotiate an amendment to this Agreement to address the impact of such budgetary limitation or constraint. Should the parties fail to promptly process and approve such an amendment to this Agreement, then, notwithstanding anything in this Agreement to the contrary, the County's failure to meet any term or condition of this Agreement due to such budgetary limitation or constraint shall be excused and shall not be deemed to be a breach of this Agreement. In such case, either party shall have the right to terminate this Agreement effective at the end of a given fiscal year upon at least twelve (12) months written notice to the other party.

C. Other Revenues

1. The County shall retain the right to charge, collect and retain all revenues for services rendered by PBCFR within the Town, including but not limited to the following services:
 - a. Hazardous materials mitigation services.
 - b. All fees for non-emergency services, including, but not limited to, impact fees, fire inspection fees, plan review fees, false alarm fees, etc.
 - c. Emergency transport services pursuant to the County's fee schedule.
2. All fees, excluding impact fees, collected by the County within the Town shall be credited against the annual contract price.
3. The Town agrees to take any action necessary to ensure that the County is lawfully empowered to invoice and collect the fees described above.

D. Cost Methodology Records

Annually before the final millage is established to fund the Jupiter MSTU, the County shall provide those records containing budget data, allocation percentages, response time statistics and all other information necessary to calculate the cost of services in the Full Cost Formula contained in **Exhibit A**.

SECTION 4. PERSONNEL ASSIGNMENTS, COMMAND STAFF

A. Personnel

The County shall provide the Jupiter Service Area with a minimum of 20 fire-rescue personnel on duty at all times, which shall include Firefighters, Driver Operators, Paramedics, Emergency Medical Technicians, and Station Officers. Any increase in personnel shall be consistent with staffing levels across PBCFR's service area.

B. Command Staff

The County shall provide the Jupiter Service Area with the following officer command staff: Battalion Chief, District Chief, and EMS officer. All officers command staff shall be fully trained in and capable of serving as incident commanders. The assignment of personnel as provided for herein shall be a material term of this Agreement.

SECTION 5. APPARATUS

The County shall provide at a minimum the following apparatus to the Jupiter Service Area:

- Three (3) Command Vehicles
- One (1) Support Vehicle
- Two (2) Brush Trucks
- Three (3) Engines
- Three (3) Rescue Units
- One (1) Special Operations Unit

Any substitutions in types of apparatus, which may be made in County's discretion, shall be noted in the PBCFR Jupiter annual report. Any increase or decrease in apparatus shall be consistent with service levels throughout the rest of PBCFR's service area.

Any engine or rescue vehicle absent for longer than twelve (12) hours due to mechanical reasons shall be replaced by apparatus with substantially equal capabilities. The amount of apparatus as described herein shall not diminish during the term of the Agreement. The provisions of apparatus as provided for herein shall be a material term of this Agreement.

SECTION 6. NEW PROGRAMS

The Town Manager and District Chief may explore new programs and enhancements to further better efficiencies in service delivery. Their recommendations will be forwarded to the Fire Rescue Administrator. Further, the Town may conduct a Community Risk Analysis using a third party

consultant without expense to the County. The results and any suggested implementations shall be considered by the Fire Rescue Administrator but neither party shall be obligated to implement any recommendation without written approval of both parties to this Agreement.

SECTION 7. EMERGENCY MEDICAL SERVICES

Emergency medical services provided by the County shall be governed by and subject to Chapter 13, Article II, Division I of the Palm Beach County Code, and the rules and regulations promulgated thereunder, all as may be amended from time to time. Notwithstanding anything in this Agreement that is or may be construed to the contrary, should PBCFR not be granted the necessary Certificates of Public Convenience and Necessity (COPCNs) to provide the contemplated emergency medical services within the Town boundaries at any time during the term of this Agreement, then at said time, this entire Agreement and all further obligations under this Agreement shall be terminated.

SECTION 8. HAZARDOUS MATERIALS, DIVE RESCUE, AND CONFINED SPACE RESPONSE TEAM

The County shall provide the above referenced response team and equipment from within the Jupiter Service Area.

SECTION 9. EXTRAORDINARY EVENT NOTIFICATION

A log of all calls for service within the Town shall be maintained and presented monthly to the Town Manager. The log shall contain, at a minimum, the following:

- A. Time call received by PBCFR
- B. Time of dispatch
- C. Time en route
- D. Travel time
- E. Time of arrival

The District Chief shall promptly report to the Town Manager any extraordinary events involving:

- A. Significant property damage
- B. Mass injuries
- C. Hazardous materials incidents, including the nature and extent thereof

The Town acknowledges that the County is bound by the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and any regulations promulgated thereunder, including but not limited to the privacy and security regulations, all as may be amended from time to time.

SECTION 10. STANDARD OF PERFORMANCE - RESPONSE TIMES

Response times for this Agreement shall be defined as the average time in minutes and seconds of all emergency calls for service in the Town measured by the time the call is received by PBCFR to the arrival of the first unit. The response time monthly average shall be seven (7) minutes, 90% of the time. Average response times shall be calculated by first removing the 10% of all emergency calls each month with the longest response times and averaging the remaining calls.

The County intends to maintain this response time standard of performance throughout the term of this Agreement; however if this standard is not met, then the parties agree to promptly discuss factors affecting the response time, which may include factors such as personnel, apparatus, call volume, traffic, community access, and station location. If either party determines that a contract revision is necessary to meet the response time standard of performance, then the parties agree to meet and discuss an amendment to this Agreement, which shall address how any resulting additional costs will be funded. Should the parties fail to promptly process and approve such an amendment to this Agreement, then, notwithstanding anything in this Agreement to the contrary, the County's failure to meet the response time standard of performance shall be excused and shall not be deemed to be a breach of this Agreement. In such case, either party shall have the right to terminate this Agreement effective at the end of a given fiscal year upon at least twelve (12) months written notice to the other party.

SECTION 11. MEETINGS

The Town's Town Manager and the County's District Chief shall meet bi-annually, or at the request of either party, to discuss issues of mutual concern.

SECTION 12. TERM AND TERMINATION

The term of this Agreement is for ten (10) years and shall begin on October 1, 2023 and expire at 7:30 a.m. on October 1, 2033, unless terminated earlier in accordance with this Agreement.

This Agreement may be terminated early only as follows:

- A) In the event either party shall default on any of its material obligations and fail to cure said default in accordance with Section 13 of this Agreement, the non-defaulting party shall have the right to

terminate this Agreement effective at the end of a given fiscal year upon at least twelve (12) months written notice to the other party.

- B) The Town may terminate this Agreement early effective at the end of a given fiscal year during the term of this Agreement by providing at least thirty-six (36) months prior written notice to the County. In such case, this Agreement and the provision of County fire-rescue and emergency medical services to the Town shall terminate at the end of said fiscal year; and the County will process an ordinance to remove the Town from the Jupiter MSTU in accordance with said termination of services.
- C) This Agreement may also be terminated as otherwise provided for in this Agreement, or upon mutual written consent of the parties.

SECTION 13. DEFAULT AND OPPORTUNITY TO CURE

A. If the Town determines that the County has defaulted in any of its material obligations under this Agreement, the Town shall provide written notice of the default to the County and shall afford the County no less than thirty (30) days to cure such default; provided, however, that if the default in question cannot be cured within the thirty (30) day cure period, then the County shall be afforded additional time by the Town to cure the default.

B. If County shall be in default hereunder beyond the expiration of the applicable cure period stated above, the Town shall have the right to cure such default, in which event the County shall immediately reimburse the Town for all sums paid to effect such cure.

C. Notwithstanding anything herein to the contrary, the County's failure to comply with the response time standard of performance, or to meet any term or condition due to budgetary limitations or constraints, shall be addressed in accordance with Section 10 and Section 3.B., respectively, and this Section 13 shall not apply.

D. If the County determines that the Town has defaulted in any of its material obligations under this Agreement, the County shall provide written notice of the default to the Town and shall afford the Town no less than thirty (30) days to cure such default, provided, however, that if the default in question cannot be cured within the thirty (30) day period, then the Town shall be afforded additional time by the County to cure the default.

E. If the Town shall be in default hereunder beyond the expiration of the applicable cure period stated above, the County shall have the right to cure such default, in which event the Town shall immediately reimburse County for all sums paid to effect such cure.

SECTION 14. ANNUAL REPORTING

The County shall submit an annual report of the status and activities of its fire rescue services provided to the Town pursuant to this Agreement which shall include all pertinent information relating to number and classification of calls, response times, apparatus, and staffing. This report shall be completed and submitted to the Town by January 15 following the completion of each fiscal year during the term of this Agreement.

Within 3 months following completion of each fiscal year reconciliation during the term of this Agreement, the County shall submit to the Town a year-end budget to actual report for Battalion 1, which includes other stations not in the Jupiter cost methodology, a Jupiter MSTU balance sheet, and a Capital Improvement expenditure report for stations 16, 18 and 19.

Town's Right to Audit: The County shall permit the Town or its designated representative to conduct an annual audit of its existing records and books relative to this Agreement. Following approval of this Agreement, the parties' Contract Monitors shall agree upon a list of the types of such records and books that may be part of such annual audit, which shall not include patient records or information that is protected by HIPAA or other applicable law. Upon written notice from the Town of its intent to conduct said annual audit, the County agrees to provide all applicable requested records and books to the Town or its designated representative within a reasonable time after the Town's request. The Town shall bear the cost of such audit.

SECTION 15. TRAINING FOR TOWN STAFF

The County and Town shall meet annually to specifically schedule training each year for the Town's professional staff in subjects and activities in a frequency necessary to maintain awareness in areas of mutual concern.

SECTION 16. STANDARDS OF COMPLIANCE

Both parties, their respective officers and employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

SECTION 17. RELATIONSHIP OF COUNTY EMPLOYEES TO THE TOWN

A. This Agreement does not and shall not be construed to make any officer or employee of County an officer or employee of the Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of County for any purposes 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.

B. For purposes of this Agreement, the County shall be considered an independent contractor and none of its employees shall be considered the employees or agents of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town and the County, its employees, subcontractors or assigns during or after the performance of this Agreement.

C. Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other.

SECTION 18. RECORDS RETENTION

The County and Town shall maintain records associated with this Agreement, including, but not limited to all accounts, financial and technical records, research or reports in accordance with Florida law.

SECTION 19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 20. AMENDMENTS

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of the parties.

SECTION 21. ENTIRE CONTRACT

This Agreement states the entire understanding between the parties relating to this Agreement, 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 shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 22. LIABILITY AND INDEMNIFICATION

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. 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 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.

SECTION 23. 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:

Town Manager
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

with a copy to:

Town Attorney
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

The County's representative and Contract Monitor during the term of this agreement shall be the Fire Rescue Administrator whose telephone number is (561) 616-7000. The Town's representative and Contract Monitor during the term of this agreement shall be the Town Manager whose telephone number is (561) 741-2214.

SECTION 24. FORCE MAJEURE

Except as otherwise provided in this Agreement, 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.

SECTION 25. GOVERNMENTAL POWERS

The parties understand, acknowledge and agree that nothing contained in this Agreement shall be construed in any way to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, and police powers; and therefore this Agreement shall not implicate Article VIII, Section 4 of the Florida Constitution. The ultimate authority over the provision and supervision of fire-rescue services to the Town shall remain with the Town. The parties acknowledge that this is an interlocal agreement under Chapter 163, Florida Statutes, and each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency 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 of such officers, agents, or employees extraterritorially under the provisions of such interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, or Town officials.

The Town, through its Town Manager, shall oversee and monitor the County's performance of fire-rescue services within the Town. Notwithstanding the Town's ultimate authority and responsibility for the oversight of services provided hereunder, the rendition of services, standards of performance, discipline of County officers and County employees, and all other matters incidental to County's control of its personnel and the performance of services, including but not limited to equipment, facilities, agreements for automatic/mutual aid, and implementation of its policies and procedures, shall reside with the County. The County shall exercise control over the means and manner in which it and its employees perform County services hereunder.

SECTION 26. ANNUAL APPROPRIATIONS

Each party's performance and obligation to pay or fund services under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year, and is subject to any budgetary limitations imposed by law.

SECTION 27. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such 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 or 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. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights or benefits to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or the Town.

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. In the event the dispute or conflict cannot be resolved by the respective Contract Monitors, then the parties' respective chief administrators shall attempt to resolve the dispute. If the dispute is not resolved by the parties' respective chief administrators, the parties shall follow the provisions of Chapter 164, Florida Statutes prior to initiating any litigation.

SECTION 29. JOINT PREPARATION

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

SECTION 30. NON-DISCRIMINATION

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 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 31. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 32. 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 33. SURVIVABILITY

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

SECTION 34. FILING

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

SECTION 35. INSPECTOR GENERAL

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

SECTION 38. WAIVER OF JURY TRIAL

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

ATTEST:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Fire Rescue

ATTEST:

TOWN OF JUPITER, FLORIDA,
BY ITS TOWN COUNCIL

By: _____
for Laura Cahill, Town Clerk

By: _____
Jim Kuretski, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



By: _____
Thomas J. Baird, Esq.
Town Attorney

**Jupiter Contract
Full Cost Allocations Methodology**

	Calculation
Direct Costs:	
Battalion #1 Budget	
% of Unit Responses in Jupiter (includes move-ups-refer to Exhibit A-page 2)	
Total Direct Costs	\$##
Overhead Costs:	
Chief's Office	(% of Personnel) x (% of Unit Responses) \$##
Fiscal/Planning	(% of Personnel) x (% of Unit Responses) ##
Overhead & BCC Indirect	(% of Personnel) x (% of Unit Responses) ##
Human Resources	(% of Personnel) x (% of Unit Responses) ##
Support Services	
Vehicle Maint.	(% of Vehicles) x (% of Unit Responses) ##
Building Maint.	(% of Buildings) x (% of Unit Responses) ##
Training	(% of Personnel) x (% of Unit Responses) ##
Inspections	(% of Inspections)
Investigations	(% of Investigations)
Plans Review	(% of Plans Reviewed)
Public Education	(% of Public Contact Hours)
Operations Mgmt.	(% of Personnel) x (% of Unit Responses) ##
Dispatch Costs	(% of Calls) ##
LTD Contributions	(% of Personnel) x (% of Unit Responses) ##
Total Overhead Costs	\$##
Capital Costs:	
Capital (New & Replacement)	(% of Stations) x (% of Unit Responses) \$##
FS 16,18 &19 Station Renovations/Repairs (costs over \$200,000) x (% of Unit Responses)-refer to Exhibit A-page 2	##
Non-Budgeted Situations-refer to Exhibit A-page 2	##
New Station x (% of Jupiter calls in the new station's primary service area)-refer to Exhibit A-page 2	##
Total Capital Costs	\$##
Tax Collector & Property Appraiser (Included In Fund Cost)	\$##
Total Costs Jupiter Contract	\$##
Less: Revenue Credit(s) - Pursuant to section 3.C.2 of the Interlocal Agreement	
Net Costs Jupiter Contract	\$##

Full Cost Allocation Methodology

DIRECT COSTS

% of Unit Responses in Jupiter (includes move-ups)

Move-ups will be defined as anytime a unit from outside of the Jupiter Service Area moves into one of the Jupiter Service Area Stations (16, 18 & 19) to cover the zone when those units are unavailable. Reasons units may be unavailable may include: unit on a call for an extended amount of time, unit out of service for training, mechanical or other issues. Move-ups done by units in Jupiter Service Area Stations (16, 18 & 19) to cover zones outside of the Jupiter Service Area will be credited.

CAPITAL COSTS CALCULATIONS

FS 16, 18 & 19 Station Renovations/Repairs

The Town will be responsible for a percentage of the cost of any repairs and/or renovations to Fire Stations 16, 18 and 19 when the cost of said repairs exceeds Two Hundred Thousand Dollars (\$200,000). The Town's percentage will be equivalent to the total unit response percentage for said station for the previous fiscal year. Notwithstanding the above, the cost to the Town shall never exceed Four Hundred Thousand Dollars (\$400,000) per project per station.

Non-Budgeted Situations

The Town will be responsible for a percentage of any non-budgeted situations for which the County is not expected to receive reimbursement. The Town's percentage will be equivalent to the total unit response percentage for the previous fiscal year. Notwithstanding the above, the cost to the Town shall not exceed Four Hundred Thousand Dollars (\$400,000) per event.

New Stations

The County must provide notice to the Town of any projected location(s) and anticipated time frames for construction of new fire stations that impact the Jupiter Service Area. The Town will reimburse the County a percentage of the total cost of the station, to include land, design and construction, equivalent to the percentage of service calls of the primary service area of said station that are within the Town during the first year of service.