

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 7, 2024 [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 (“Agreement”) with the Town of Manalapan (“Town”) for a period from October 1, 2024 to October 1, 2034.

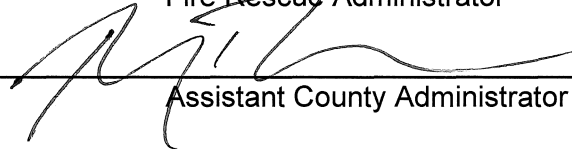
Summary: On September 9, 2014, the County entered into an Interlocal Agreement with the Town, to provide Fire Protection and Emergency Medical Services (R2014-1336), which said agreement is set to expire on October 1, 2024. Under this new Interlocal Agreement the County will continue to provide said services for an additional 10 years. The contract price for services under this new Agreement is a continuation of the methodology used in the previous agreement, which shall be the lesser of two (2) methodologies: calculated by multiplying the Town of South Palm Beach’s property values times the millage rate for the Fire Rescue MSTU; or one-half of the full-cost methodology, which reflects half the costs of the station 38 response zone, which serves both the Town and the Town of South Palm Beach.
Countywide (SB)

Background and Justification: Palm Beach County Fire Rescue through the Fire Rescue MSTU, services unincorporated County and 17 municipalities. The Town and the Town of South Palm Beach both receive fire rescue services from Station 38 located within the Town of Manalapan.

Attachments:
Agreement

Recommended by:  Assistant Fire Chief 4-15-2024
Date

Approved by:  Fire Rescue Administrator 4-16-2024
Date

Approved by:  Assistant County Administrator 4/25/2024
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	*2,518,042	_____	_____	_____
External Revenues	_____	*(2,159,760)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>358,282</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Proposed 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 4233 Object Various
 Revenue Fund 1300 Dept 440 Unit 4210

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

* The revenues and expenditures associated with this Agreement will be recorded through the Fire Rescue MSTU (Fund 1300). One-half of the full cost methodology is \$2,518,042 and South Palm Beach property values times the millage is \$2,186,760; therefore, the Town's contract price for the first year of the Agreement is \$2,186,760; the agreement requires the County to pay \$15,000 for facility and grounds maintenance and \$12,000 for utilities, therefore the amount paid by the Town for year one will be \$2,159,760. Although there is a net fiscal impact to the Fire Rescue MSTU, Station 38 responds to incidents outside of the municipal boundaries of the Town, therefore creating a benefit to the Fire Rescue MSTU.

C. Departmental Fiscal Review: *Grace Magrini* 4/16/2024

III. REVIEW COMMENTS

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

<p><u><i>ASD/CA</i></u> 4/18/24 OFMB <u><i>JA</i></u> 4/18 v. J4118</p>	<p><u><i>Shunda Mack</i></u> 4/24/24 Contract Development and Control <i>MD</i> 4/22/24</p>
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B. Legal Sufficiency

Russell 4/24/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**INTERLOCAL AGREEMENT FOR
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
BY AND BETWEEN
THE TOWN OF MANALAPAN AND PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the TOWN OF MANALAPAN, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter the "Town") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners, for fire-rescue services.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize 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 created the Fire/Rescue Municipal Service Taxing Unit (Fire/Rescue MSTU or MSTU), as a mechanism for the provision of fire protection and emergency medical services; and

WHEREAS, the Town has received fire protection and emergency medical services from the County since October 1, 2004 through Interlocal Agreement dated February 24, 2004 (R2004-0362), as first and second amended (R2004-1770, R2005-1561) and Interlocal Agreement dated September 9, 2014 (R2014-1336); 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 within the Town; and

WHEREAS, representatives of the Town and County have discussed the terms of a new Interlocal Agreement on numerous occasions; and

WHEREAS, the Town and County have agreed on a level of service response that is the basis of this Agreement, which level of service is reflected in this Agreement.

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

SECTION 1. INCORPORATION OF FACTS

The facts set forth above in the preamble to this Agreement are true and correct.

SECTION 2. PURPOSE

The purpose of this Agreement is to establish the parties' rights and obligations regarding the provision of fire protection and emergency medical services within the Town, by the County. To facilitate the purposes of this Agreement, the Town shall cooperate with and assist the County so as to insure 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 performance and the services delivered hereunder are appropriately addressed.

SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR

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 contract monitor, and representative for day-to-day operations during the term of this Agreement shall be the Town Manager whose telephone number is 561-585-9498.

SECTION 4. ADMINISTRATION

A. Contract for Services

This Agreement is a contract for the provision of services and shall not in any manner whatsoever constitute a transfer of powers or functions in any way whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida Statutes.

B. Oversight by the Town

The Town, through its Town Manager, shall oversee and monitor the County's performance of the services provided for in this Agreement. 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.

SECTION 5. SERVICES TO BE PROVIDED

The County, by means of this Interlocal Agreement, shall provide within the Town the personnel and equipment necessary to provide fire protection, emergency medical services, including ALS/BLS emergency transport services consistent with the County's COPCN, special operations, hazardous materials response and mitigation, emergency communications, confined space and dive rescue, fire code inspections (and testimony related thereto), response to all subpoenas related to fire rescue activities, arson

investigation, new construction plan review and inspection, community education programs, and all other emergency and non-emergency services generally provided by Palm Beach County Fire Rescue Department, hereinafter called "Fire Rescue."

The County and the Town hereby recognize that the County, through Fire Rescue, provides fire-rescue 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, so long as the provision of services is consistent with this Interlocal Agreement.

SECTION 6. COUNTY RESPONSIBILITIES

A. Staffing

The County shall staff the Town Facility, as provided pursuant to Section 7C, with no fewer than three (3) personnel on duty as follows:

Station Officer

Driver

Paramedic

Staffing will be consistent with the Fire Rescue element of the Palm Beach County Comprehensive Plan. Both parties recognize the County's commitment to provide services subject to all applicable portions of the 2 in – 2 out rule as set forth in 29 CFR, Section 1910, and referenced at Section 633.508, F.S., and as incorporated in Palm Beach County Fire Rescue's Standard Operating Guideline 220-02, as may be amended from time to time at the County's sole discretion.

The Town Facility shall house equipment capable of responding to both fire and medical calls. For all events requiring extraordinary numbers of personnel or equipment, the County shall use its "move-up system" to insure adequate coverages are maintained within the Town.

B. Fire Prevention Services

The County shall conduct fire inspections on applicable buildings and structures located within the incorporated boundaries of the Town in accordance with the Florida Fire Prevention Code and Palm Beach County Local Amendments thereto, as adopted by the Town pursuant to Section 7A of this Agreement, (hereinafter, collectively referred to as the "Fire Code"), all as may be amended from time to time. County shall provide to the Town annually a list of the names of all businesses or occupancies that have been inspected by the County during that period.

Community Education programs shall be made available to any resident or business located within the incorporated boundaries of the Town. Fire Rescue currently offers a wide variety of public education

programs targeted to a variety of age groups and audience types. These programs shall be offered to Town residents in the same manner as are offered to residents of unincorporated Palm Beach County.

Fire Rescue shall provide new construction plans review and new construction inspections. Not less than 90% of all plans submitted to Fire Rescue shall be reviewed and returned within four (4) working days after their receipt. County shall endeavor to complete, on a daily basis, all new construction inspections required by the Town's permitting process when scheduled by 8:30 AM. County also agrees to work with the Town to expedite review of individual plans that may be time sensitive.

Fire Rescue shall conduct fire/arson investigations within the Town in cooperation and consultation with the Town's Police Department to determine cause and origin and will respond to subpoenas regarding same and provide testimony if needed in code enforcement cases or in any other type of legal proceedings, including quasi-judicial or administrative hearings, relating to the services provided hereunder. Fire Rescue will coordinate with the Town's Police Department on any subsequent investigations that require law enforcement assistance.

C. Training for Town Personnel

The County provides on-going EMS and Firefighting training. This training is provided at various designated locations as may be determined by the County from time to time. To the extent permitted by law and authorized by Palm Beach County Fire Rescue's Medical Director, such training shall be offered by the County to qualified Town personnel.

D. New Programs

Any new programs initiated by the County for the general benefit of the MSTU residents shall also be provided to residents of the Town.

E. Utilities

The County shall pay to the Town \$12,000 annually for the cost of utilities to the Town Facility, including, electric, water, and waste disposal. This payment shall be applied as a credit to the cost of service determined in Section 8A. This credit shall be applied each year to the first payment as provided for in Section 8B.

F. Response Time Requirements

The response time standard for the term of this Agreement shall be in compliance with any applicable Palm Beach County EMS Ordinance rules or regulations, as may be modified from time to time at the County's sole discretion, and shall apply to both fire and medical calls. However, in no case shall the response time be greater than an average of 6.5 minutes as reflected in quarterly reports. Actual response times shall be compiled and reviewed by both parties at the end of a twenty four (24) month period from the commencement of this Agreement, at which time this Agreement may be amended to

reflect a response time standard as agreed to by both parties. Notwithstanding the language contained in Section 19 of this Agreement, the parties may administratively adopt a letter of understanding which specifies any newly agreed upon response time standard, in lieu of an amendment to this Agreement, which shall be binding on the parties in the same manner as this Agreement. The County's Fire Rescue Administrator and the Town's Town Manager are hereby delegated the authority to approve said letter of understanding on behalf of their respective parties to this Agreement.

G. Availability of Resources

County agrees to utilize its move-up system to relocate apparatus into the Town Facility to cover Station 38's Primary Zone, as identified in **Exhibit A** (attached hereto and incorporated herein), anytime it is necessary for the primary response unit to travel outside of the identified area for non-emergency purposes and is projected to be out of the service area for longer than 20 minutes. The only exception to this provision would be in cases of 911 emergency response or where delaying the travel outside the identified area, for non-emergency purposes, would be detrimental to the operational effectiveness of the unit.

H. Dispatch Protocol

For all calls within the service area identified hereunder, County agrees to respond with personnel and equipment based on the County's Dispatch Protocol, as may be amended from time to time at the County's sole discretion.

I. Insurance

Without waiving the right to Sovereign Immunity and pursuant to the provisions and limitations of Section 768.28, Florida Statutes, the County acknowledges that it is self-insured and that it shall self-insure its own General Liability, Wrongful Acts or Omissions and Automobile Liability under State Sovereign Immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits as set forth by the legislature.

The County shall provide benefits under Workers' Compensation and Employers Liability up to the statutory limits specified by Chapter 440, Florida Statutes, and applicable Federal Laws for all County employees.

The County shall provide first party physical damage insurance coverage for all County property, located at the Town Facility. The County's property shall be covered on an "All Risk" basis for replacement cost. The County shall be responsible for all deductibles or self-insured retention (SIR) for County property damage claims or losses.

J. Prohibition of Tobacco/Smoking

The County acknowledges that all Town premises are entirely smoke free: both smoking and the use of tobacco products on Town owned property is strictly prohibited.

K. Facility

The County shall be authorized, but not obligated, to make improvements to the Town Facility (which is more specifically defined in Exhibit B, and which is more particularly described below in Section 7C), at the County's cost and upon written approval by the Town Contract Monitor, which approval shall not be unreasonably denied. Any improvements that the County desires to make to the Town Facility shall be submitted in conceptual form to the Town Contract Monitor for advance review and written approval. Upon approval of the conceptual improvement plans (either as submitted or as modified) by the Town Contract Monitor, but before development approvals, building permits, or other applicable approvals have been formally applied for, the parties' Contract Monitors will meet to determine whether the proposed improvements to the Town Facility and the County's financial investment therein warrant the approval of an extension to the duration of this Agreement that is set forth in Section 12. Any extension of the duration of this Agreement must be set forth in a written amendment to this Agreement approved and executed by both parties with the same formality that this Agreement was originally approved and executed, and will become effective on the date the approved and permitted improvements to the Town Facility have been completed, as evidenced by a Certificate of Occupancy, Certificate of Completion, or equivalent Certificate issued by the appropriate Town official.

The County shall be responsible for repair and maintenance of any improvements to the Town Facility that are made by the County. In addition, during the term of this Agreement, the County shall be responsible for maintaining the interior of the Town Facility in its existing condition, normal wear and tear excepted, repair and maintenance of the apparatus bay garage door on the Town Facility, normal wear and tear excepted, and shall also be responsible for cleaning and painting the interior of the storage bay, and for repairing any damage to the storage bay caused by the County. Additionally, the County shall provide to the Town \$15,000 annually for maintenance related to the facility and grounds. This payment shall be applied as a credit to the cost of service determined in Section 8A. This credit shall be applied each year to the first payment as provided for in Section 8B.

Notwithstanding anything in this Agreement to the contrary, the County's obligations to repair and maintain the Town Facility shall be limited to those obligations specifically set forth in this Subsection 6K.

SECTION 7. TOWN'S RESPONSIBILITIES

A. Adoption of Fire Code

The parties understand and agree that this Agreement is contingent upon the Town maintaining an ordinance for the duration of this Agreement that adopts the Palm Beach County Local Amendments to the Florida Fire Prevention Code, as may be amended by the County from time to time, including the Board of Appeals and Adjustment established therein.

The Town has established and shall maintain its own code enforcement board or special master to hear Fire Code violations within the Town. However, notwithstanding anything herein that might be construed to the contrary, any board, special master or enforcement system established by the Town shall defer to the Palm Beach County Fire Code Board of Appeals and Adjustments for all interpretations of the Fire Code as applied within the Town. Interpretations of the Fire Code shall remain the function and responsibility of the Palm Beach County Fire Code Board of Appeals and Adjustments.

B. Emergency Calls

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

C. Facility

During the term of this Agreement, the Town shall, at no cost to the County, provide the County with exclusive use and possession of the portions of the facility space located at 600 South Ocean Boulevard and identified for Palm Beach County Fire Rescue ("PBCFR") use in **Exhibit B** (attached hereto and incorporated herein), (hereinafter referred to the "Town Facility"), to house personnel, apparatus and equipment. The Town Facility shall include, but is not limited to, one parking space in front of the storage bay and space within the storage bay for firefighter gear lockers. The Town also shall provide County with use of the storage bay and the stairways located therein in order to access the living quarters and the firefighter gear lockers. The designated parking space shall be reserved for official Palm Beach County Fire Rescue vehicles only. County shall endeavor to have personal staff vehicles parked in the north or south side parking lots while on-duty.

The Town shall be solely responsible for maintenance and repair of the exterior of the Town Facility and the surrounding grounds, landscaping, driveways and parking areas. The Town shall be responsible for providing all utility services to the Town Facility, including electric, water, and waste disposal.

Should the Town vacate the first floor area that it currently occupies at 600 South Ocean Boulevard, then the County shall be given the right of first refusal to use this space as the facility, subject to an amendment to this Agreement.

In the event the Town Facility shall be destroyed, sustain such damage, or for any other reason cannot reasonably be occupied or used for the purposes contemplated hereunder, then the Town shall, at its own expense, either replace or restore the structure or provide another mutually agreeable facility to be used as a fire station during the term of this Agreement, and shall also provide such a mutually agreeable facility for use for any period during which the facility is being replaced or restored pursuant to this provision.

Notwithstanding anything in this Agreement that may be construed to the contrary, the County shall have the right to vacate the Town Facility and provide services to the Town from an alternative facility, either located within the Town's municipal boundaries or at a location outside the Town's municipal boundaries agreed upon, in writing, by the parties' Contract Monitors, ("alternative facility") identified and arranged by the County. If the County exercises this option, then at such time, the provisions of this Agreement relating to the Town Facility shall become inapplicable, except that Sections 6.A and 6.G shall be applied to the County's alternative facility. Should the County no longer be able to use the alternative facility, due to a breach of contract with the alternative facility owner not caused by the County or catastrophic event preventing the County to continue to use alternative facility, the County shall have the right, upon ninety (90) days' notice to the Town, to return to the Town Facility and occupy the area it previously vacated, in the same manner, under the same terms and conditions, and in the same condition as it was prior to the County vacating the Town Facility. The Town's obligation to so return the Town Facility to the County for its occupancy and use shall be deemed a material obligation of this Agreement. Should the County return to the Town Facility as provided for in this paragraph, then the provisions set forth in this Agreement relating to the Town Facility shall again be applied with respect to the Town Facility.

D. Insurance

Without waiving the right to Sovereign Immunity and pursuant to the provisions and limitations of Section 768.28, Florida Statutes, the Town acknowledges that it is insured and/or self-insured and that it shall insure and/or self-insure for the duration of this Agreement its own General Liability, Wrongful Acts or Omissions and Automobile Liability under State Sovereign Immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits as set forth by the Legislature. The Town acknowledges that it is, and shall remain for the duration of this Agreement,

insured and/or self-insured for damage to the Town Facility resulting from “all-risk” perils including but not limited to the perils of fire, windstorm, and flood.

E. Records

The Town shall continue to maintain all records created or maintained by the Town, prior to the effective date of this Agreement, regarding Fire and Rescue services. The Town shall provide County access to such records upon request by County and retain copies of records in accordance with Florida’s records retention laws.

SECTION 8. COSTS FOR SERVICES:

A. Contract Price

The Town’s contract price for services rendered under this service Agreement for each year of this Agreement shall be the lesser of the following two methodologies:

1. Calculated by multiplying the Town of South Palm Beach’s then current taxable property value, as certified by the Property Appraiser’s Office on July 1 of each year, times the millage rate for the Fire Rescue MSTU as adopted by the Board of County Commissioners for the upcoming fiscal year; or
2. One half of the full-cost methodology as presented in **Exhibit C** (attached hereto and incorporated herein).

B. Method of Payment

Beginning October 1, 2024, the annual contract amount shall be paid to the County in four (4) equal installments on October 1, January 1, April 1, and July 1 for each and every year of the Agreement. County shall invoice the Town fifteen (15) days prior to the above dates. All payments are due on the above dates and shall be considered delinquent if not received by Fire Rescue within ten (10) business days after the due dates.

By mutual consent of the parties in a written agreement, the parties may at a future date amend this Agreement if the provisions of Section 8D relating to the MSTU are implemented.

C. Other Revenue

1. The parties acknowledge and agree the County may invoice, collect, and retain all revenues from those companies or persons directly receiving hazardous materials mitigation services or benefitting therefrom, in accordance with the Palm Beach County Regional Hazardous Materials Response Ordinance of 1998, as set out in Chapter 11, Article VII, of the Palm Beach County Code, as it may be modified from time to time.
2. The parties acknowledge and agree the County may invoice, collect, and retain fees for non-emergency services provided within the Town’s boundaries, including, but not limited

to fire inspection fees, plans review fees, and false alarm fees in accordance with the Fire Code.

3. The parties acknowledge and agree the County may invoice, collect, and retain fees from those persons receiving emergency transport services pursuant to the transport fee schedule set forth in Chapter 13, Article II, Division 3, of the Palm Beach County Code, as it may be amended from time to time.
4. In addition, the Town agrees to take all action necessary to insure that the County is lawfully empowered to invoice and collect the fees described above.

D. Should the Town wish to join the Fire Rescue MSTU, it must adopt an ordinance pursuant to the requirements of Section 125.01, Florida Statutes, and be accepted into the MSTU by adoption of a County ordinance. The Town's ordinance must be adopted prior to December first of any year to fund services beginning October first of the following calendar year.

SECTION 9. ANNUAL APPROPRIATION

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years. The Town agrees to pay for the services provided under this Agreement. If, during any year of this Agreement, the Town determines that ad valorem tax revenues are not available to fund the services provided by County, it shall be obligated to pay for the services from any or all other revenue sources available to it or which may be made available to it unless terminated in accordance with Section 12 or 16, herein below.

SECTION 10. EMERGENCY MEDICAL SERVICES

Emergency medical services provided by the County pursuant to this Agreement shall be in accordance with 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. The Town shall take any and all action necessary to facilitate the delivery of EMS services by County hereunder, including but not limited to the transfer or assignment of its Certificate of Public Convenience and Necessity (COPCN), if any, to County for the provision of ALS and/or BLS services. Should Palm Beach County Fire Rescue not be granted the necessary COPCNs to provide the contemplated services within the Town boundaries at any time during the term of this Agreement, then the County shall have the right to terminate this Agreement in whole or in part consistent with the COPCNs or lack thereof, without penalty, damages or recourse to either party, and any further related obligations under this Agreement shall be considered null and void.

SECTION 11. MONTHLY REPORT

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 Fire Rescue
- B. Time of dispatch
- C. Identification of all units dispatched
- D. Time en route
- E. Travel time
- F. Time of arrival

The Battalion Chief shall promptly report to the Town Manager in the event of the following:

- G. Substantial property damage
- H. Hazardous materials incidents

The Battalion Chief shall be the County's contact person for all operational issues within the Town and the Town's Manager shall be the Town's contact person for all operational issues with the County. Nothing contained herein shall prevent the Town Manager from directly contacting the Fire Rescue Administrator for any matter under this Agreement.

The Town acknowledges that the County is bound by the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder, including but not limited to the privacy and security regulations, all as may be amended from time to time. Should the County determine that any of the provisions set forth in this section, or elsewhere in this Agreement, are inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the County shall immediately be completely and forever discharged and released from said contractual provisions and obligations. The parties further agree to amend this Agreement if the County determines that such an amendment is necessary in order to comply with its obligations under HIPAA and the regulations promulgated thereunder.

SECTION 12. COMMENCEMENT; RENEWAL; and TERMINATION

The term of this Agreement shall commence at 7:30 A.M. on October 1, 2024 ("Commencement Date") and expire at 7:30 A.M. on October 1, 2034, unless terminated earlier in accordance with this Agreement. This Agreement shall not be terminated by either party, at any time during its term or renewal thereof, unless:

- A. agreed to in writing by both parties; or

- B. if either party has defaulted on any of its material obligations and failed to cure said default in accordance with Section 16 of this Agreement, then the non-defaulting party shall have the right to terminate this Agreement in accordance with the Section 16; or
- C. notice of intent to terminate, with or without cause, is provided by either party, after the Commencement Date and no later than February 1 of any year. In such case, this Agreement and the provision of County services to the Town under this Agreement shall terminate at the end of said fiscal year; or
- D. as otherwise provided for in this Agreement.

SECTION 13. ANNUAL REPORT

The County shall submit an annual report of the status and activities of the fire-rescue services provided to the Town pursuant to this Agreement that shall include all pertinent information relating to number and classification of calls, response time, programs proposed, programs deleted, services proposed, services recommended to be deleted, and the need for additional services, if any. This report shall be completed by January 15 following completion of each fiscal year during the term of this Agreement.

SECTION 14. RELATIONSHIP OF EMPLOYEES

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.

SECTION 15. LIABILITY

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 responsible for its own negligence. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

SECTION 16. DEFAULT AND OPPORTUNITY TO CURE

If the County shall default in any of its material obligations under this Agreement, which shall be defined as a repeated failure to provide the required level of service, then in that event the Town shall provide written notice of default to the County and afford the County a period of ninety (90) days to cure such default (if such default is curable); provided, however, that if the default in question cannot be cured within such ninety (90) day period, then the County shall be afforded such additional time as shall be

reasonably required to cure such default as agreed upon by both parties. If the County shall be in default hereunder beyond the expiration of the applicable period stated above, the Town shall have the right to cure such default, in which event the County shall reimburse the Town for all sums paid to effect such cure within thirty (30) days of receipt of an invoice for same from the Town.

If the Town shall default in any of its material obligations under this Agreement, the County must provide notice of default to the Town and afford the Town a period of ninety (90) days to cure such default; provided, however, that if the default in question cannot be cured within such ninety (90) day period, then in that event the Town shall be afforded such additional time as shall be reasonably required to cure such default, as agreed upon by both parties.

If the Town shall be in default hereunder beyond the expiration of the applicable cure period stated above, then the County shall have the right to cure such default; provided, however, that if the Town's default leaves the County without a facility as provided for in Section 7C for any period of time or if the Town fails to allow the County to return to the Town Facility as provided for in the last paragraph of Section 7C, then the County shall not be required to provide the Town with a cure period and the County may elect to immediately cure the default, or terminate the agreement as provided below. In any event, the Town shall reimburse County for all sums paid to effect any cure within thirty (30) days of receipt of an invoice for same.

If either party remains in default, beyond the applicable period if any, without an agreement by both parties to allow an additional cure period, the non-defaulting party may give written notice to terminate the Agreement within one hundred eighty (180) days of receipt of said notice.

SECTION 17. ASSIGNMENT OF RIGHTS

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 or other applicable law, including any applicable confidentiality provisions.

SECTION 19. AMENDMENTS

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

SECTION 20. FILING

This Agreement is an Interlocal Agreement relating to the provision of services as authorized by Chapter 163, Florida Statutes. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 21. INDEMNIFICATION

Except for obligations otherwise set forth in this Agreement, 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 22. 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 act of God, accident, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), or any other cause of any nature whatsoever beyond the control of the County which was not avoidable in the exercise of reasonable care and foresight.

SECTION 23. GOVERNMENTAL POWERS

The parties understand, acknowledge and agree that nothing contained herein shall be construed in any way to contract away, delegate, or otherwise limit the parties' respective legislative and police powers. Notwithstanding anything contained in this Agreement, the ultimate authority over the provision of fire rescue services to the Town shall remain with the Town. The parties acknowledge that this Agreement is an Interlocal agreement under Chapter 163, Florida Statutes, and that 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; pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers, 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 extra-territorially under the provisions of any such Interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, City or Town officials.

SECTION 24. ENFORCEMENT COSTS

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

SECTION 25. NOTICE

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:

As to the County:

Fire Rescue Administrator

Palm Beach County Fire-Rescue

405 Pike Road

West Palm Beach, FL 33411

As to Town:

Town Manager

Town of Manalapan

600 South Ocean Boulevard

Manalapan, FL 33462

SECTION 26. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. 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, and shall not 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 citizens or employees of the County and/or the Town.

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 Monitor's shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

SECTION 28. 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 29. NONDISCRIMINATION

In Resolution 2017-1771, the County expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth in said Resolution. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Town warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 30. CAPTIONS

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

SECTION 31. 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 32. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 33. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

SECTION 34. INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as many be amended. The Inspector General’s authority includes but it 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 Town, 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 and 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.

SECTION 35. 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 36. 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 37. 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 left blank intentionally]

IN WITNESS WHEREOF, the parties through their duly authorized representatives do 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

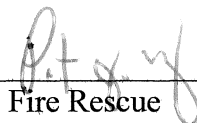
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AND TO TERMS AND
CONDITIONS

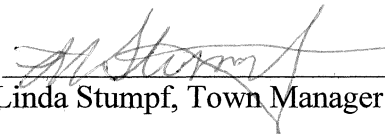
By: 
County Attorney

By: 
Fire Rescue

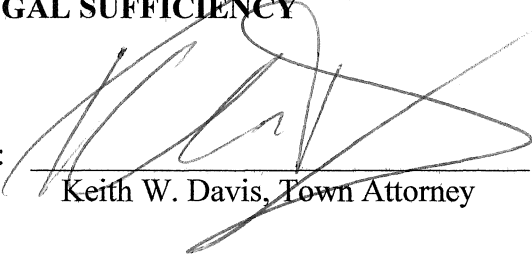
ATTEST:

TOWN OF MANALAPAN,
FLORIDA, BY ITS TOWN COUNCIL

By: 
Erika Petersen, Town Clerk

By: 
Linda Stumpf, Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Keith W. Davis, Town Attorney

Station 38's Primary Zone

Exhibit A



**Manalapan Contract
"Full Cost Formula" Allocation Methodology**

**FY XXXX
Calculation**

Direct Costs:

Average Station 38 Personnel Cost
Operating Costs - Average Station Costs
Total Direct Costs

Overhead Costs:

District Chief Supervision	(% of Battalion Personnel)
Chief's Office	(% of Total Personnel)
Fiscal/Planning	(% of Total Personnel)
Dept. Overhead & BCC Indirect	(% of Total Personnel)
Human Resources	(% of Total Personnel)
Support Services	
Vehicle Maint.	(% of Vehicles)
Building Maint.	(% of Buildings)
Training	(% of Total Personnel)
Inspections	(% of Inspections)
Investigations	(% of Investigations)
Plans Review	(% of Plans Reviewed)
Public Education	(% of Public Contact Hours)
Operations Management	(% of Operations Personnel)
Dispatch Costs	(% of Calls)
LTD Contributions	(% of Operations Personnel)

Total Overhead Costs

Capital Costs: Capital Sinking - Replacement (% of Stations)

Total Cost

Manalapan Contract Price

Millage Rate Method

	South Palm Beach		Millage		Credit	
	<u>Property Value</u>		<u>Rate</u>	x	=	
FY XXXX						Contract Price