

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	August 20, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

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Department: Fire Rescue

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Sixth Amendment to Interlocal Agreement (R2008-1567) for Fire Vehicle Maintenance with the City of West Palm Beach ("City") to extend the term of the Agreement from September 9, 2024 through September 8, 2025.



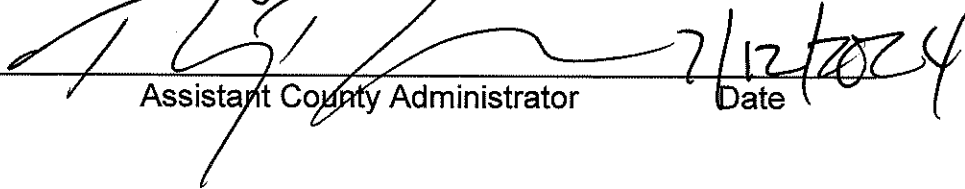
**SUMMARY:** The Agreement provides the terms and conditions under which Palm Beach County Fire Rescue Support Services personnel provides maintenance and emergency repair to Aerials/Platforms and Ladders, only, of the City's Fire-Rescue fleet. This Agreement, as amended, is cost neutral with no supplemental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

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

**Attachment:**

Sixth Amendment to Interlocal Agreement for Fire Vehicle Maintenance (3)

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Recommended by:		7-2-2024
	Assistant Fire Chief	Date
Approved by:		7-2-2024
	Fire Rescue Administrator	Date
Approved by:		7/12/2024
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

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

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Is this item using Federal Funds Yes \_\_\_\_\_ No X  
 Is this item using State Funds? Yes \_\_\_\_\_ No X

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

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

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

C. Departmental Fiscal Review: James Magrini 7/2/24

**III. REVIEW COMMENTS**

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

<p><u>Marc Bantz 7/9/24</u>                  OFMB                  Off 7/9 12.79</p>	<p><u>Arundis Brachth 7/10/24</u>                  Contract Development and Control                  7/9/24</p>
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**B. Legal Sufficiency**

Sharon Burrows 7/11/24  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

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

**THIS SIXTH AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE** is made and entered into on August 20, 2024, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “County”), by and through its Board of County Commissioners and the CITY OF WEST PALM BEACH, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “City”).

**WHEREAS**, on September 9, 2008, the County and City entered into an Interlocal Agreement For Fire Vehicle Maintenance (R2008-1567) for a term of ten (10) years, as amended on November 20, 2018 (R2018-1827) to extend the term through September 8, 2020 and to only include certain types of fire-rescue emergency response vehicles and/or apparatus; as amended on October 20, 2020, (R2020-1592) to extend the term through September 8, 2021 and to further limit the vehicles serviced to Aerials/Platforms and Ladders only; as amended on December 7, 2021 (R2021-1842) to extend the term through September 8, 2022; as amended on August 23, 2022 (R2022-0862) to extend the term through September 8, 2023; and as further amended on July 11, 2023 (R2023-0955) to extend the term through September 8, 2024 (herein collectively referred to as the “Agreement”); and

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

**WHEREAS**, the parties mutually desire for the County to continue to provide maintenance and repair services for only certain types of the City’s fire-rescue emergency response apparatus for one additional year; and

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

1. The Agreement is hereby amended to extend the term of the Agreement for one additional year from September 9, 2024 through September 8, 2025 (“Sixth Extension Period”), under the same terms and conditions set forth in the Agreement except as otherwise provided in

this Sixth Amendment.

2. Article I: Apparatus Repair and Maintenance: Section 1. Maintenance and Repairs, is hereby deleted in its entirety and replaced with the following:

**Article I: Apparatus Repair and Maintenance: Section 1. Maintenance and Repairs.**

The intent of this Agreement is for County to extend to the City the same usual and customary maintenance and repair services for Aerials/Platforms and Ladders, specifically excluding Tractor Drawn Aerial/Tiller type emergency apparatus, that the County provides for its own same or similar apparatus through the County Fire Rescue Department's vehicle maintenance and repair shop (hereinafter referred to as the "Shop"). The County shall be the exclusive provider for all such preventative maintenance, scheduled repairs and emergency repairs for the City's said Aerials/Platforms and Ladders, specifically excluding maintenance and repair services for:

- Body Damage Repair – Roll-up Doors, Cabinetry, Compartments, Body Panels, Fenders, etc.
- Body Damage Repair – including vehicle painting or graphics to complete repair
- Windshields/Door glass replacement when broken or cracked

Services shall include, but not be limited to the following:

- Fire Pumps, Tanks and Plumbing, apparatus-mounted and portable
- Foam/Chemical agent education and proportioning systems
- Light bulbs and fixtures replacement, including emergency warning devices
- Audible emergency warning devices
- Upholstery and interior furnishings
  
- Towing of disabled emergency response apparatus
- Emergency Tire Repair and Replacement, including Road Service
- Tire Replacement, per manufacturer/standard schedule
  
- Head Set communication systems, servicing and repair
- Mobile Data Terminal, installation of hardware and wiring
- Recharge units/wiring, installation of hardware and wiring for re-chargeable equipment
  
- Manufacturer Factory Recalls – coordination of all work
- Emergency/Unscheduled maintenance related to NFPA and/or NEVT Standards
- Preventive maintenance in accordance with NFPA and/or NEVT Standards

Computer-based Vehicle Maintenance Reporting System will be provided to City

Fire/Rescue personnel for reporting vehicle maintenance and repair issues, as needed and requested by City.

County will manage the maintenance program for City's Aerials/Platforms and Ladders, and will coordinate the scheduling of preventative maintenance with the City Fire Chief or designee. City agrees to abide by County's daily inspection program and submit any findings of deficits immediately through the computer-based Vehicle Maintenance Reporting System. Additionally, those reports shall be submitted to the County on a monthly basis. Should the City decline to proceed with any Aerials/Platforms and/or Ladders repair identified by the County, then, notwithstanding anything in this Agreement to the contrary, the City shall be fully and solely responsible for, and shall indemnify, defend and hold harmless the County against, any liability or claims, including any third party claims and County's cost of defense, arising from the use or operation of said Aerials/Platforms and/or Ladders, subject however, to the limitations set forth in Florida Statute 768.28. Should the City disagree with the extent or cost of a repair directly relating to the safe operation of said Aerials/Platforms and/or Ladders, City agrees to notify the County of such disagreement prior to the repair being made. City shall take the affected Aerials/Platforms and/or Ladders out of service until such time as funds become available or the Aerials/Platforms and/or Ladders are permanently replaced. Any disagreement regarding the extent or cost of a repair arising under this provision shall be addressed in accordance with the conflict resolution provisions in Article III, Section 25, of this Agreement.

3. During the Sixth Extension Period, the County shall provide maintenance and repair services for only Aerials/Platforms and Ladders, specifically excluding maintenance and repair services for Tractor Drawn Aerial / Tiller type emergency apparatus; and all references in the Agreement to City vehicles and/or apparatus shall be construed to mean only Aerials/Platforms and Ladders excluding Tractor Drawn Aerial / Tiller type emergency apparatus.
4. All other provisions of the Agreement are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

**ATTEST:**  
**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**

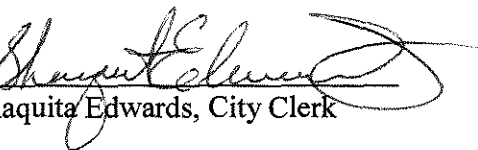
**APPROVED AS TO TERMS AND  
CONDITIONS**

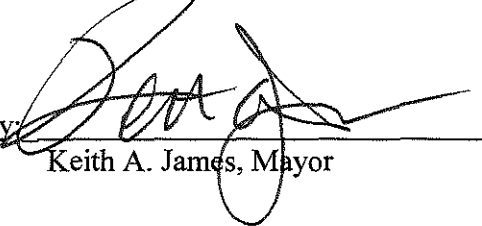
By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Fire Rescue

**ATTEST:**

**CITY OF WEST PALM BEACH**

By:  \_\_\_\_\_  
Shaquita Edwards, City Clerk

By:  \_\_\_\_\_  
Keith A. James, Mayor

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

By:  \_\_\_\_\_

Date: 6-12-2024