



Fire Rescue

Chief Jeffrey P. Collins
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

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Robert Weisman

"An Equal Opportunity
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February 18, 2015

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Attention: Mayor Cary Glickstein

**Re: Emergency Services Agreement for Mutual Assistance,
Automatic Aid, and Dispatch Services**

Dear Mr. Glickstein:

On February 3, 2015 the Palm Beach County Board of County Commissioners approved Board resolution R2015-0232 for Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Service between Palm Beach County and the City of Delray Beach.

Enclosed please find one (1) original executed agreement for the City's record.

If you have any questions or require further information, please contact my office at 616-7021.

Sincerely,

A handwritten signature in blue ink, which appears to read "Michael Martz".

Michael Martz, Finance Director
Palm Beach County Fire Rescue

Enclosure

Cc: Michael Mackey, Deputy Chief, Fire Rescue Support Services
Thomas Tolbert, Deputy Chief, Fire Rescue Operations
Sharon Burrows, Assistant County Attorney

R2015-0232

**EMERGENCY SERVICES AGREEMENT
FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES
BETWEEN
PALM BEACH COUNTY AND THE CITY OF DELRAY BEACH**

THIS AGREEMENT is made and entered into this ____ day of FEB 03 2015, 2014, 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 Delray Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "City").

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 power 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.

WHEREAS, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest; and

WHEREAS, the County has approved funding from countywide revenues for countywide common fire-rescue dispatch services (hereinafter "Countywide Common Dispatch" or "Common Dispatch") to be offered and provided by Palm Beach County Fire-Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the City; and

WHEREAS, the Countywide Common Dispatch program will provide a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the City. This real and substantial benefit includes, but is not limited to, the ability to implement a closest unit response system; a more efficient deployment of mutual aid resources; enhanced emergency and disaster coordination between service providers; a more consistent recording and tracking of response time elements; and the ability to avoid confusion in dispatching calls received from mixed service areas with complex jurisdictional boundaries.

WHEREAS, the City and County desire to enter into this Agreement as a means to further

enhance the fire-rescue services that they currently provide within their respective jurisdictions.

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

ARTICLE I: MUTUAL ASSISTANCE AND AUTOMATIC AID

Section 1. Request for Aid/Assistance: The County and the City agree to provide emergency mutual assistance and automatic aid to each other for Fire Suppression, Emergency Medical Services, and Technical Rescue, within the terms and conditions set forth by this Agreement, and to formulate automatic aid plans and procedures under Section 2 of this Article. The assistance/automatic aid provided for by this Agreement shall extend to areas served by the parties through service agreements. Emergency mutual assistance/automatic aid will be given when properly requested unless the party from whom assistance is requested determines in accordance with Section 4 of this Article that it is unable to respond. The party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The type and quantity of equipment and/or personnel needed; and
- b. The name and rank of the person making the request.

All requests shall be directed through the County's emergency communications center. The following officials of the participating parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

Section 2. Command Authority: In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times. Each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. Each party authorizes its Fire Chief or his designee to meet with the other party's Fire Chief or his designee and develop automatic aid/closest unit response plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. Such automatic aid/closest unit response plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend said Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and

policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

Section 3. Remuneration: All costs associated with providing mutual assistance/automatic aid services under this Agreement shall be the responsibility of the agency rendering aid/assistance. Neither agency shall seek reimbursement of cost associated with rendering mutual assistance/automatic aid services from the other agency.

The parties further agree that the agency rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident at the sole discretion of the agency rendering aid or assistance. The agency rendering aid/assistance for emergency medical services that requires transport service may request reimbursement for the transport service from the patient. The agency rendering service will handle insurance claims and collection in accordance with their policies and procedures and shall be in accordance with the latest Federal Medicare guidelines, if applicable.

If the rendering agency invoices the responsible party for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting agency as a matter of courtesy, provided however that the parties will not be required to provide copies of transport fee invoices to the other party and shall not otherwise use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e-PHI") except as permitted by the Health Insurance Portability and Accountability Act ("HIPAA"), the regulations promulgated thereunder, and any other applicable laws and regulations, all as may be amended from time to time.

Section 4. Ability to Respond: Each party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or manpower available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature.

ARTICLE II: COMMON DISPATCH

Section 1. Common Dispatch: The City shall be included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire-Rescue Department) will provide the necessary equipment and services to implement and provide Common Dispatch and related

communication services for the City as detailed herein. Each party hereby authorizes its Fire Chief or his designee to meet with the other party's Fire Chief or his designee to develop Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, a time-line for Common Dispatch implementation, geographical response boundaries, and other operational details. These plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the City's level of participation in the Countywide Common Dispatch program, the equipment that will be provided by the County to the City for its use in implementing the dispatch services provided by County hereunder (hereinafter the "Equipment"), and a time-line for Common Dispatch implementation. The County shall maintain ownership of all said Equipment.

Section 2: City Responsibilities:

The City agrees:

- A. To maintain a Common Dispatch Letter of Understanding between the parties' Fire Chiefs as discussed above.
- B. To adopt dispatch protocols mutually agreed upon in the Letter of Understanding referenced in Article II, Section 1.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the City's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County to implement the dispatch services provided by the County hereunder.
- F. To notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To certify the accuracy of City street addressing included in County database and on a continuing basis promptly notify the County of any necessary changes/updates to the street

addressing database.

- K. To assist the County in the annual fixed asset inventory identification process.

Section 3: County Responsibilities:

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the City's PSAP.
- B. To document unit times (e.g. response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide communication support for all emergency fire-rescue incidents.
- D. To provide for City's use the Equipment necessary to implement Common Dispatch services to the City.
- E. To provide maintenance and repair to dispatch related Equipment provided to the City by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.
- G. The commencement date for each of the County's responsibilities, as set forth in paragraphs A-F of this Section, shall be identified in the time-line set forth in the Letter of Understanding between the Fire Chiefs.

ARTICLE III: GENERAL CONTRACT TERMS

Section 1. Preambles: The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor: The County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7000. The City representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 243-7410.

Section 3. Employee Functions: No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Employee Claims, Benefits, etc.: No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise

except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

Section 5. No Assumption of Liability: Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

Section 6. Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment.

Section 7. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City'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 8. Effective Date and Term: This Agreement shall take effect April 1, 2015 and continue for a term of ten years, unless sooner terminated as provided herein.

Section 9. Notice of Termination: Either party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Section 10. Capital Improvement Plans: Both parties to this Agreement, on an annual basis, shall exchange Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within their respective jurisdictions and/or service areas. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

Section 11. Assignment of Rights: Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

Section 12. Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 13. Entirety of Agreement: This Agreement, represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 14. Equal Opportunity: Each party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefiting from services hereunder will be treated equally and without regard to race, sex, sexual orientation, gender identity or expression, genetic information, color, religion, disability, age, marital status, familial status, national origin or ancestry.

Section 15. Annual Appropriations: Each party's performance and obligation under this Agreement is contingent upon annual budgetary appropriations by its respective governing body for the purposes hereunder.

Section 16. 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 the Agreement will 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 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 to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or the City.

Section 17. Records: Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each party 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the

production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 18. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 19. Notice of Suits: Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

Section 20. Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County Fire Rescue
Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

and if sent to the City shall be mailed to:

Fire Chief
City of Delray Beach Fire Department
501 West Atlantic Avenue
Delray Beach, FL 33444

Each party may change its address upon notice to the other.

Section 21. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 22. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 23. 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 24. Delegation of Duty: This Agreement is an Interlocal agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or

manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or City officers.

Section 25. HIPAA Compliance: Both parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

Section 26. 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 27. Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 28. Termination of Existing Agreements

The Emergency Services Agreement for Mutual Assistance and Automatic Aid between the parties effective October 1, 2009 (Contract No. R2009-1532) is hereby terminated as of the effective date of this Agreement. Notwithstanding anything herein to the contrary, the existing Letters of Understanding, entered into between the Fire Chiefs pursuant to Contract No. R2009-1532, if any, that are in effect immediately prior to the effectiveness of this Agreement shall be deemed to be renewed by the parties' Fire Chiefs upon the effectiveness of this Agreement. Said Letters of Understanding shall remain in effect until amended or rescinded by the parties' Fire Chiefs.

Section 29: Conflict Resolution

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

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

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

R2015-0232 FEB 03 2015
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: Nancy Powell
Deputy Clerk

By: Shelley Vana
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: John Bui
County Attorney

By: Michael C. Mackey
Fire-Rescue

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: Donald D. Nubin
City Clerk

By: Cary Glickstein
Cary Glickstein, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
City Attorney