

R2022 0365

**INTERLOCAL AGREEMENT
FOR FIRE-RESCUE DISPATCH SERVICES BETWEEN
PALM BEACH COUNTY AND THE TOWN OF HIGHLAND BEACH**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, 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 Town of Highland Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "Town").

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; and

WHEREAS, through funding from countywide ad valorem tax revenues for countywide common fire-rescue dispatch services (hereinafter "Countywide Common Dispatch" or "Common Dispatch"), fire-rescue dispatch services may be 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 Town upon its commencement of fire-rescue services; and

WHEREAS, the Countywide Common Dispatch program provides a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the Town; and

WHEREAS, the Town and County hereby determine that the public health, safety and welfare are promoted by the County's provision of fire-rescue dispatch services to the Town pursuant to this Agreement.

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 Town do hereby agree as follows:

ARTICLE I: COMMON DISPATCH

Section 1. Common Dispatch: The Town 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 fire-rescue Common Dispatch and related communication services for the Town as detailed herein. Each party hereby authorizes its Fire Chief or designee to meet with the other party's Fire Chief or 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 the applicable 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 Town's level of participation in the Countywide Common Dispatch program, the equipment that will be provided by the County to the Town 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. Town Responsibilities:

The Town agrees:

- A To maintain a Common Dispatch Letter(s) of Understanding between the parties' Fire Chiefs as discussed above.
- B To adopt dispatch protocols mutually agreed upon in the Letter(s) of Understanding referenced above.
- C To review response protocols every twelve (12) months.
- D To transfer to County all 911 calls received by the Town'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 immediately notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To promptly 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 Town 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 Town'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 dispatch related communication support for all emergency fire-rescue incidents.
- D. To provide for Town's use the Equipment necessary to implement Common Dispatch services to the Town.
- E. To provide maintenance and repair to dispatch related Equipment provided to the Town 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(s) of Understanding between the Fire Chiefs.

ARTICLE II: 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 Assistant Fire Chief, whose telephone number is (561) 616-7000. The Town representative and contract monitor during the performance of this Agreement shall be the Town Manager, whose telephone number is (561) 278-4548.

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. Relationship of Employees: 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 or officer of either party shall be deemed the employee or officer of the other for any purpose 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 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, except as may be otherwise provided for in this Agreement.

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 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 the 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 8. Effective Date and Term: This Agreement shall take effect November 1, 2023; provided, however, that the County's obligations hereunder to receive and dispatch emergency calls, and provide related communication support, shall not commence until the commencement of the Town providing fire-rescue services, which is anticipated to begin on May 1, 2024. This Agreement shall continue through April 30, 2034, 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.

Notwithstanding anything herein to the contrary, should the Town no longer anticipate that it will commence its own fire-rescue services, then the Town shall promptly notify the County of such, and this Agreement shall not take effect and/or shall automatically terminate upon such notice.

Section 10. Capital Improvement Plans: On an annual basis, the Town shall provide the County with Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within its jurisdiction and/or service area. 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, and any Letter(s) of Understanding entered into between the Fire Chiefs as authorized in 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. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective assigns and successors in interest.

Section 14. Nondiscrimination: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the 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 15. Annual Appropriations: Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation 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 Town.

Section 17. Records: Each party shall maintain all records related to this Agreement or the services delivered under this Agreement in accordance with Florida law and for a period of at least five (5) years. Each party shall provide the other party with access to, and copies of, all such records upon request and at no cost.

Section 18. 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. To the extent permitted by law, 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 19. 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 20. 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 21. 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 Town shall be mailed to:

Town Manager
Town of Highland Beach
3614 South Ocean Blvd,
Highland Beach, FL 33487

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

Section 22. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 23. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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 Town 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. Force Majeure: 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.

Section 27. 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 28. 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 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.

Section 30. 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.

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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

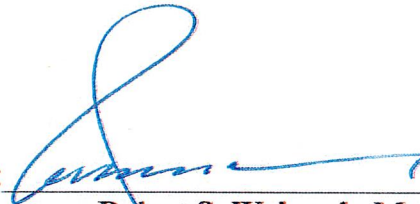
R2022 0365 APR 12 2022
PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

By:


Deputy Clerk




By:


Robert S. Weinroth, Mayor


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:


County Attorney

By:


Fire-Rescue

ATTEST:




By:


Town Clerk


TOWN OF HIGHLAND BEACH,
FLORIDA

By:


Douglas Hillman, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:


Town Attorney