

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF BRINY BREEZES AND THE CITY OF BOYNTON BEACH FOR THE PROVISION OF FIRE RESCUE AND EMERGENCY MEDICAL SERVICES

This Agreement for the provision of fire rescue and emergency medical services (the “Agreement”), is made and entered into this ____ day of _____, 2016 by and between the City of Boynton Beach, Palm Beach County Florida, a municipal corporation, hereinafter referred to as “City”, and the Town of Briny Breezes Palm Beach County, Florida, a municipal corporation, hereinafter referred to as “Town”.

WITNESSETH :

WHEREAS, the Town desires the City to provide fire rescue and emergency medical services to the Town; and

WHEREAS, the City has the equipment, personnel and resources to extend its protection service area to provide fire rescue and emergency medical services to the Town; and

WHEREAS, the City will maintain the standards of fire and rescue services to the Town consistent with the services currently provided by the City within its municipal limits; and

WHEREAS, the City has mutual aid agreements with Palm Beach County Fire Rescue Delray Beach Fire Rescue and Boca Raton Fire Rescue; and

WHEREAS, the City will provide fire and rescue services to the Town in conformance with City Code Ordinances and City fire rescue department protocols; and

WHEREAS, the City will provide fire and rescue personnel to ensure that the Town will receive the same standard of fire and rescue services; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter set forth the parties hereto hereby agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to provide fire suppression protection and prevention and Emergency Medical Services including advanced life support transport within the municipal limits of the Town by the City Fire Rescue Department Fire. Protection shall include plan review fire code enforcement building inspection fire suppression and fire investigation The The City assumes no responsibility for emergency preparedness planning and program implementation for the Town; or site clean up or product/soil removal from a chemical spill or other form of hazardous materials incident occurring within the Town.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement shall be for a period of twelve (12) years commencing October 1, 2016 and ending September 30, 2028. During the term of this Agreement that every four years, (in the month of August 2020 and August 2024) the parties will, in good faith, review the Agreement in order to conduct a performance evaluation and to amend, if appropriate and as negotiated, the Annual Fee payable to the City.

SECTION 3. SERVICES RENDERED

A. The City, through its Fire Rescue Department, shall provide fire protection, fire rescue, fire inspection, fire investigation, and emergency medical services 24 hours per day, 365 days per year, within the municipal limits of the Town throughout the term of this Agreement.

B. The City will provide the same level of service to the Town relative to hazardous materials incidents as it provides to its own residents. The City's hazardous materials response is governed by the Palm Beach County Regional Hazardous Materials Response Ordinance of 1998 (County Haz-Mat Ordinance"). As set forth in the County Haz-Mat Ordinance, recovery of all costs associated with a discharge or threatened discharge of hazardous substances will be sought against the persons responsible for causing or allowing a discharge or threatened discharge. To the extent that costs are actually incurred by the City in responding to a hazardous material incident within the corporate limits of the Town, and the City or the County on behalf of the City, using its best efforts, is unable to recover such costs from the responsible persons or the Federal Government in accordance with Section 7 of the County Haz-Mat Ordinance, the Town shall reimburse the City for certain expended supplies and consumables, namely chemical absorbents, disposable personal protective clothing and equipment, hazardous materials vapor suppressions, chemical testing agents, and hazardous materials recovery drums and/or other containers used by the City's Fire Rescue Department.

SECTION 4. PAYMENT

A. In consideration of the City providing the services Set forth in Section 3 of this Agreement, the Town agrees to pay the City \$356,725.14 annually or \$29,727.12 monthly during the first year of this Agreement and thereafter unless modified as provided herein, ("Annual Fee"), payable in twelve equal monthly installments per year beginning on or before October 15 2016 and thereafter during the term unless modified by subsequent written agreement. Payments will be made on or before the 15 of each succeeding month throughout the term of this Agreement. B. In addition to the automatic increases set forth in Section 4C below, the parties agree to negotiate in good faith an adjustment to the Annual Fee which may be necessary to offset any increased costs incurred by the City for providing the services and programs pursuant to this Agreement, due to unfunded mandates specifically directed toward the provision of fire rescue services, of the Federal, State, or County government and to address any unforeseen events or contingencies. The City shall provide the Town with the amount of the adjustment resulting from unfunded mandates no later than May 1, 2017, and each year thereafter during the term of the Agreement. Any adjustments to the Annual Fee pursuant to this subsection shall be effective on October 1, 2017 and each year thereafter. The adjustments contemplated in this subsection shall be in addition to the annual adjustment set forth below.

C. In addition to the adjustments to the Annual Fee provided in subsection 4B of this Agreement, no later than May 1, 2017 and each year thereafter during the term of this Agreement, the Annual Fee payable by the Town to the City shall be adjusted effective October 1, 2017 and as of October 1 of each succeeding year of this Agreement. The annual adjusted compensation commencing October 1 2017 and for each succeeding year of this Agreement shall be determined by incorporating the *May All Urban Consumer Price Index* (CPI), Miami-Fort Lauderdale region, in accordance with the Department of Labor – Department of Statistics or an increase of four percent (4%), whichever is greater.

D. The City will invoice residents of the Town for appropriate emergency medical service and fire inspection fees under the same terms and conditions as those for residents of the City.

E. The City's fee for inspection services, in accordance with Chapter 2.5 and Chapter 9 of the City of Boynton Beach Code of Ordinances, and plan review of existing and new development or redevelopment within the Town shall be charged directly to the owner of the existing and new development or redevelopment in accordance with the applicable City Ordinance.

SECTION 5. NOTICES AND PAYMENTS

All notices and payments between the parties hereto shall be mailed by certified mail, return receipt requested, and/or fax to the following addresses, respectively (payments should be sent via certified mail and need only be sent to the City Manager):

City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach FL 33435

Fire Chief
City of Boynton Beach
1080 High Ridge Road
Boynton Beach FL 33426

Town Manager
Town of Briny Breezes
6450 N Ocean Boulevard
Ocean Ridge FL 33435

SECTION 6. CODE

A. The Town has adopted and will enforce the Florida Fire Prevent Code and NFPA 1.

B. The Town designates the City of Boynton Beach Fire Chief as the Town’s “Authority having Jurisdiction” (AGJ) for the purpose of enforcing the Florida Fire Prevention Code and NFPA 1.¹

B. City Code of Ordinance Sections 2.5-8, 2.5-9, 2.5-11, 2.5-12, 2.5-13, as may be amended from time to time, entitled “Alarm Systems” shall be incorporated herein by reference in this Agreement. The Town grants the City the authority to issue notices of violation on behalf of the Town to Town residents and businesses within the. The Notices shall provide for the same level of penalty for violation as if the violation occurred in the City. Penalties incurred by Town residents arising from false alarms shall be paid by the Town and the Town, at its sole discretion, may adopt and enforce false alarm regulations to pass the cost of violations on to the owner of the property where the violation occurred. In the event that a Town resident or business files a suit or claim against the City challenging the City’s authority to collect, impose, or enforce its Alarm System ordinance provisions within the Town, the Town agrees to pay the City’s reasonable attorney’s fees and costs, including paralegal expenses at both the trial and appellate levels.

C. The City shall promptly provide the Town with copies of all new legislation, including but not limited to ordinances, resolutions, policies or procedures which may be enacted by the City that may affect Chapter 2.5 entitled “Alarm Systems” and/or Chapter 9 entitled “Fire Protection and Prevention” of the City of Boynton Beach Code of Ordinances.

SECTION 7. ADMINISTRATION

A. All written rules and regulations, policies and procedures of the City of Boynton Beach Fire Rescue Department shall apply to the Town pursuant to this Agreement.

B. Nothing contained in this Agreement shall be construed to constitute a transfer of municipal powers. This Agreement is an Interlocal Agreement to provide fire rescue services as authorized by Chapter 163 Florida Statutes. The Town and City Councils shall each retain total legislative authority with regard to their respective municipalities.

C. Each party to this Agreement will remain liable for its own negligence and any and all negligent actions undertaken by its employees and agents in the performance of the obligations hereunder. Nothing contained herein shall be construed as a waiver of the applicable sovereign immunity protections or the limitations of liability set forth in Section 768.28 Florida Statutes.

SECTION 8. DISPUTES

In the event that the Town has a dispute with respect to the City’s performance hereunder, the Town Manager shall notify the City Manager in writing, advising of the disputed matter. In the event that the disputed matter is not resolved to the satisfaction of the Town and the City, the dispute shall be submitted to an arbitrator mutually agreed to by the parties. If agreement is not

¹ Section 22-1 Town Code of Ordinances

reached on appointment, either party may submit to the American Arbitration Association for appointment. The decision of the arbitrator shall be binding.

SECTION 9. TERMINATION

A. Either party may terminate this Agreement upon a minimum of one (1) year's written notice to the other party, such termination to be effective at the end of the first complete fiscal year (September 30) after receipt of written notice to terminate this Agreement. For example, if either party gives written notice to the other party to terminate this Agreement anytime after October 1, 2017 and prior to September 30, 2018 this Agreement shall be terminated on September 30, 2019. In the event that this agreement is terminated prior to September 30, 2026, the City will retain control of all funds designated for future vehicle replacement, if applicable.

SECTION 10. AMENDMENT TO AGREEMENT

A. This Agreement shall not be amended or modified except in writing executed by the parties, and approved by resolution of the governing body of each party.

SECTION 11. MISCELLANEOUS

A. This Agreement and any amendments thereto shall be filed and recorded by the City with the Clerk of Court of Palm Beach County, Florida, in conformance with Section 163.01(11), Florida Statutes.

B. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce, or arising out of this Agreement shall be held in Palm Beach County, Florida.

C. If any terms or provisions of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall be deemed valid and enforceable to the extent permitted by law.

D. This Agreement represents the entire understanding of the parties, and supersedes all other negotiations, representations, or agreements, whether written or oral, related to this Agreement. None of the provisions, terms and conditions contained herein may be added to modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

END

CITY OF BOYNTON BEACH, FLORIDA

By: _____
Name: Steven B. Grant
Title: Mayor

ATTEST:

(SEAL)

By: _____
Judith A. Pyle, CMC, Interim City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
James A. Cherof, City Attorney

TOWN OF BRINY BREEZE, FLORIDA

By: _____
Name:
Title: Mayor

ATTEST:

(SEAL)

By: _____
_____, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
_____, Town Attorney