

**MUTUAL AID INTERLOCAL AGREEMENT
FOR FIRE/RESCUE ASSISTANCE
BETWEEN
THE TOWN OF PALM BEACH AND
THE CITY OF WEST PALM BEACH**

Contract No. 23580
Res. No. 226-19

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **TOWN OF PALM BEACH**, a Florida municipal corporation (hereinafter "**Town**"), and the **CITY OF WEST PALM BEACH**, a Florida municipal corporation (hereinafter "**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 in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

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 and is agreeable and in the public interest; and

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

1. MUTUAL ASSISTANCE; OPERATIONS

1.1. Mutual Assistance; Areas: The Town and City agree to provide assistance to each other for fire suppression, emergency medical services, and technical rescue, within the terms and conditions set forth by this Agreement. The assistance/automatic aid provided for by this Agreement shall extend to areas served by the parties through service agreements.

1.2. Request for Aid/Assistance: Emergency mutual assistance/automatic aid will be given when properly requested unless the party from whom assistance is requested determines in accordance with Section 1.5 of this Agreement 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 general nature, type and location of the emergency;
- b. The type and quantity of equipment and/or personnel needed; and
- c. The name and rank of the person making the request.

All requests shall be directed through Palm Beach County's emergency dispatch 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, Incident Commanders, the Town Manager or Mayor, or the City's Mayor or City Administrator.

1.3. 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/mutual assistance plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

1.4. Remuneration: All costs associated with providing mutual assistance/automatic aid services under this Agreement shall be the responsibility of the city rendering aid/assistance.

The parties further agree that the city 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 city rendering aid or assistance. The city rendering aid/assistance for emergency medical services that requires transport service may request reimbursement for the transport service from the patient. The city 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 city invoices the party responsible for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting city 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.

1.5. 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 staffing 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.

1.6. 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.

2. EMPLOYEES; REPRESENTATIVES

2.1. Representative and Contract Monitors: The Town's representative and Contract Monitor during the performance of this Agreement shall be the Fire Rescue Chief, whose telephone number is (561) 227-6492. The City's representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 804-4705.

2.2. 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.

2.3. 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.

3. EFFECTIVE DATE; TERMINATION.

3.1. Effective Date and Term: This Agreement shall take effect upon approval by both parties and continue for a term of ten (10) years, unless sooner terminated as provided herein.

3.2. 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.

4. LIABILITY; INDEMNIFICATION

4.1. 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. Nothing in this Agreement shall be construed as a

waiver of sovereign immunity by either party.

4.2. 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.

4.3. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Town shall indemnify, defend and hold harmless City against any actions, claims or damages arising out of Town's negligence in connection with this Agreement and City shall indemnify, defend and hold harmless Town against any actions, claims or damages arising out of 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.

5. CONFLICT RESOLUTION; CLAIMS.

5.1. 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.

5.2. 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.

5.3. 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.

6. GENERAL CONTRACT TERMS.

6.1. 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 race, color, sex, sexual orientation, pregnancy, religion, disability, age, marital status, national

origin or ancestry.

6.2. 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.

6.3. Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and shall be mailed to:

Town: Town of Palm Beach Fire Rescue Department
Attn: Fire Rescue Chief
355 So. County Road
Palm Beach, FL 33480

City: City of West Palm Beach Fire Department
Attn: Fire Chief
500 North Dixie Highway
West Palm Beach, FL 33402

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

6.4. 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.

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

6.6. 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.

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

6.8. No Transfer of Power. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide services as authorized by Chapter 163, *Florida Statutes*. PBG and WPB City commissions or councils shall each retain all legislative authority with regard to their respective governing body.

6.9. 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.

6.10. 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.

6.11. 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.

6.12. None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to any one other than the parties to this Agreement.

6.13. Triplicate Execution; File with Clerk. This Agreement shall be signed in triplicate by both parties and filed for record by the City with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01 of *Florida Statutes*.

6.14. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:

TOWN OF PALM BEACH

By: _____
City Clerk

By: _____
Gail L. Coniglio, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

ATTEST:

CITY OF WEST PALM BEACH, FLORIDA

By: _____
City Clerk

By: _____
Keith A. James, Mayor

City Attorney's Office
Approved as to form and legal sufficiency
By: _____
Date: _____