

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR FIRE VEHICLE MAINTENANCE
BETWEEN PALM BEACH COUNTY AND THE
TOWN OF PALM BEACH**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE is made and entered into on _____, 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 PALM BEACH, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “Town”).

WHEREAS, on March 20, 2012, the County and Town entered into an Interlocal Agreement For Fire Vehicle Maintenance (R2012-0457) (“Agreement”) for a term of ten (10) years through March 20, 2022; and

WHEREAS, the parties mutually desire for the County to continue to provide maintenance and repair services for the Town’s fire-rescue emergency response vehicles and apparatus for five additional years; 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 Town do hereby agree as follows:

1. The Agreement is hereby amended to extend the term of the Agreement for five additional years from March 20, 2022 through March 19, 2027 (“First Extension Period”), under the same terms and conditions set forth in the Agreement except as otherwise provided in this First Amendment.
2. Article I: APPARATUS REPAIR AND MAINTENANCE is hereby amended to add Section 8. **FLEET CONNECTIVITY MODULES** to read as follows:

The County is authorized, at its option and sole discretion, to install fleet connectivity modules on County maintained Town vehicles and/or apparatus. The Town shall reimburse the County, within 30 days of being invoiced, for the associated monthly service charges of \$25.00 per vehicle and/or apparatus. All such equipment shall remain the property of the County, and shall be returned to the County by the Town within 10 days of the expiration or termination of the Agreement or any sooner time that a Town

vehicle and/or apparatus is no longer maintained by the County; provided, however, that the County shall have the right and option to remove the equipment sooner at any time for any reason. The Town hereby authorizes and approves the download of information automatically, and on-demand by the County, via the modules and into the County's Fire Rescue Fleet computer based vehicle Maintenance Reporting System.

3. Article I: APPARATUS REPAIR AND MAINTENANCE is hereby amended to add Section 9. **VEHICLE TRANSPORTATION** to read as follows:

The Town agrees to be responsible for transportation of Town vehicles to and from the Shop as well as transportation of Town vehicles to and from offsite commercial vendor locations when required.

4. Article III: GENERAL CONTRACT TERMS, Section 11. Equal Opportunity is hereby amended and replaced to read as follows:

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.

5. Article III: GENERAL CONTRACT TERMS is hereby amended to add Section 32. **E-VERIFY - EMPLOYMENT ELIGIBILITY** to read as follows:

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.

6. 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.
7. Nothing in the Agreement, as amended, shall be construed to affect the rights and obligations of the parties under their Emergency Services Agreement for Mutual Assistance and Automatic Aid (R2017-0191) entered into on February 7, 2017, as may be amended from time to time.

[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:
JOSEPH ABRUZZO,
Clerk & Comptroller

**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: _____
Palm Beach County Fire Rescue

ATTEST:

TOWN OF PALM BEACH

By: _____
Town Clerk

By: _____
Danielle H. Moore, Mayor

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

By: _____

Date: _____