

INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL AND
SUPPLEMENTAL FIRE SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between the City of Riviera Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as “Riviera Beach” and the Town of Palm Beach Shores, Florida, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as “Palm Beach Shores.”

WITNESSETH:

WHEREAS, section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City of Riviera Beach and the Town of Palm Beach Shores initially entered into an Interlocal Agreement on January 19, 2005, for the provisions of Emergency Medical and Supplemental Fire Protection Services which expired on February 28, 2010; and

WHEREAS, the Agreement was renewed through 2015, by mutual consent of the parties; and

WHEREAS, the parties extended the Agreement for an additional 60 days to allow for continued negotiations for a long term agreement without an interruption of services through April 30, 2015; and

WHEREAS, the parties further extended the Agreement for an additional 30 days to allow for continued negotiations for a long term agreement without an interruption of services through May 31, 2015; and

WHEREAS, the parties further extended the Agreement for an additional 120 days to allow for continued negotiations for a long term agreement without an interruption of services through September 30, 2015; and

WHEREAS, the parties further extended the Agreement for an additional fifteen (15) months City through December 31, 2016; and

WHEREAS, the City of Riviera Beach is willing and able to continue providing these needed services to Palm Beach Shores for a reasonable fee; and

WHEREAS, Palm Beach Shores desires to renew the agreement for the provision of these services for an additional period of six (6) years, under the terms and conditions set forth herein beginning on January 1, 2017 through December 31, 2022; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:

1. RECITALS: The above recitals are true and correct.
2. SERVICES TO BE PROVIDED: Riviera Beach shall furnish EMS, ALS and BLS transport services to Palm Beach Shores twenty-four (24) hours per day through utilization of Riviera Beach personnel and vehicles which are fully equipped with all required equipment under the laws of the State of Florida. Riviera Beach shall maintain all necessary certificates required by Palm Beach County and the State of Florida at all times during the term of this Agreement. Both parties to this Agreement understand and acknowledge that Riviera Beach currently holds all certification including the Certificate of Public Convenience and Necessity (“COPCN”) necessary to provide the services set forth herein for Riviera Beach and Palm Beach Shores. However, should Palm Beach County refuse to extend or revoke Riviera Beach’s COPCN, this Agreement shall be rendered null and void due to impossibility of performance on the part of Riviera Beach. Thereafter, each party will be relieved of all obligations hereunder.
3. DEFINITION: For the purposes of this Agreement, EMS and Emergency Transport Services (ALS and BLS) shall be defined as follows:
 - EMS*: Any emergency medical treatment provided by certified paramedics and/or EMT’s whether or not body invasion and/or any life support equipment is utilized.
 - Emergency Transport Services*: The transport of a treated patient by

Riviera Beach Fire Rescue resources to a medical facility.

4. EMS, ALS AND BLS SERVICES: Riviera Beach will be responsible for responding to all calls for EMS, ALS and BLS transport services within the corporate limits of Palm Beach Shores. Each response will consist of a minimum staffing of one (1) emergency medical technician (EMT) and one (1) paramedic. In addition to EMS, ALS and BLS transport services, Riviera Beach will work with Palm Beach Shores' Fire and Police Departments with regard to EMS training. However, Riviera Beach standards, policies and procedures shall govern all such training. All services noted above are included in the fees as stated hereinafter in the Agreement and will not carry an additional fee structure.
5. FIRE SERVICES: Riviera Beach shall supplement the volunteer fire service of Palm Beach Shores twenty-four (24) hours per day through utilization of Riviera Beach personnel and vehicles which are fully equipped with all required equipment under the laws of the State of Florida.
6. FIRE RELATED ASSISTANCE REQUESTS: Riviera Beach will be responsible for responding to all calls for fire related assistance upon request by Palm Beach Shores when notified in the manner set forth in Section 10. For purposes of this Agreement, fire related assistance may include responses for fire suppression, extrication involving vehicle accidents, hazardous condition response, overpressure ruptures, explosions, overheating incidents, fire alarms, and bomb scares. Fire related assistance will be given so long as the rendering of assistance will not place the City of Riviera Beach in undue jeopardy. The determination of whether a party will be placed in undue jeopardy shall be vested solely in Riviera Beach. Riviera Beach may also refuse to respond to a request for aid/assistance in the event it does not have the required equipment available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction.
7. FIRE TRAINING: In addition, Riviera Beach will work with Palm Beach Shores' Fire and Police Departments with regard to Fire training. However, Riviera Beach standards, policies and procedures shall govern all such training.

8. SPECIFIC SERVICES EXCLUDED: Any other services, including hazardous materials mitigation as well as non-emergency services such as code enforcement, fire safety education, plans review and fire investigation, are expressly excluded from the scope of this Agreement.
9. OPERATING PROCEDURES: Representatives of the parties shall jointly establish appropriate operating procedures to be utilized by the parties in the implementation of this Agreement. Riviera Beach and Palm Beach Shores agree that once the responding Riviera Beach unit(s) reach Palm Beach Shores' emergency site, the on-scene officers shall adopt a unified command structure. Notwithstanding the foregoing, 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. No officer employed by either party shall be obligated to obey any order from the other which such officer reasonably believes to be in violation of any law, policy or procedure; or any order which said officer believes will result in the likelihood or unreasonable risk of death, bodily injury or in a loss or damage to the party's equipment.
10. PROCEDURES FOR REQUESTS FOR ASSISTANCE:
 - A. Any request for EMS assistance made by Palm Beach Shores' communications center to Riviera Beach's communications center or the agent providing communication services shall be deemed to be an official request for assistance under this Agreement.
 - B. The person requesting assistance shall provide the following information at the time the request is made:
 - name of requesting officer and agency;
 - the general nature, type and location of the emergency;
 - the type and quantity of equipment and/or personnel needed; and
 - street routing information, when needed.

The initial request for assistance shall be transmitted by landline (telephone) to the appropriate communications center of Riviera Beach on the following telephone lines:

Palm Beach Shores Communications Center (561) 844-3456
Riviera Beach Communications Center (561) 845-4123

If the above numbers change, either party will notify the other party immediately.

11. NO SERVICES BEYOND ASSIGNED DUTIES: No employee of either party to this Agreement shall perform, or be requested to perform, any function or service which is outside the scope of duties assigned to the employee by his or her employer.

12. EMS FEES; TRANSPORT FEES: Palm Beach Shores agrees to pay Riviera Beach Three Hundred Five Thousand Seven Hundred Thirty six dollars (\$305,736) for EMS and Emergency Transport Services for the first year commencing January 1, 2017. This fee shall be payable in two (2) equal semi-annual installments of \$152,868, due on March 1, 2017 and September 1, 2017. Thereafter, each installment shall be made on March 1, and September 1, of each year. Subsequent increases to the \$305,736 fee will occur and be effective annually on March 1, at a rate of three percent (3%) per year. Except for the first installment, an invoice for EMS fees shall be submitted to Palm Beach Shores approximately thirty (30) days prior to the due date of each installment. All fees for ambulance transport shall be at the City's prevailing rate and shall be charged directly to the patient utilizing the service, and shall be billed, collected, and retained in full by Riviera Beach as compensation for rendering such services.

13. FIRE RELATED FEES: After the third fire related response in a calendar year Palm Beach Shores agrees to pay Riviera Beach a fee for service using the following rate structure. These fees will increase by five percent (5%) effective January 1, 2020. Billing will occur in March and September for fees accumulated in the previous 6 (six) months.

Engine	\$775 for the first hour or fraction thereof
Aerial/Ladder	\$950 for the first hour or fraction thereof
Rescue	\$625 for the first hour or fraction thereof
Command	\$450 for the first hour or fraction thereof

Any responses lasting in excess of 1 (one) hour in duration or any fraction thereof shall be billed on the schedule set forth below:

Engine	\$1,550 per hour or fraction thereof after the first hour
Aerial/Ladder	\$1,800 per hour or fraction thereof after the first hour
Rescue	\$1,250 per hour or fraction thereof after the first hour
Command	\$900 per hour or fraction thereof after the first hour

In cases where fire related assistance is requested by Palm Beach Shores and Riviera Beach's dispatch protocol dispatches units other than those requested, and upon arrival Riviera Beach determines that certain units can be immediately made available, no charge shall be made for those units.

In the event of a catastrophic incident or emergency where Riviera Beach is required to utilize non-reusable supplies, Riviera Beach may require reimbursement of replacement cost from Palm Beach Shores.

14. LEVEL OF SERVICE: Riviera Beach shall at all times conduct the Fire, EMS, ALS and BLS transport services in a proper and efficient manner and shall keep all vehicles and equipment properly serviced and maintained in a good state of repair and shall at all times meet the criteria set forth in applicable state and local statutes.

15. QUARTERLY REPORT: A log of all calls for service within Palm Beach Shores shall be maintained and presented quarterly to the Town Administrator. The log shall contain, at a minimum, the following:

- a. Time call received by Fire-Rescue
- b. Time of dispatch
- c. Identification of all units dispatched
- d. Classification of call
- e. Time en route
- f. Travel time
- g. Time of arrival

16. TERM: It is understood by both parties that this Agreement is for the term of six (6) years, commencing on January 1, 2017, and continuing thereafter through December 31, 2022, unless this Agreement is otherwise modified

or terminated in accordance with the terms and conditions more particularly set forth in section 17 below.

17. TERMINATION: It is understood by both parties that due to employment and budgetary considerations, this Agreement shall not be terminated unless Palm Beach Shores fails to make payment as required hereunder within sixty (60) days from the date of invoice. The Agreement may also be terminated by Palm Beach Shores if Riviera Beach breaches the Agreement and fails to cure the breach within sixty (60) days of written notice of the breach from Palm Beach Shores. In that event, the Agreement may be immediately terminated thereafter. Written notice as stated herein shall be considered sufficient when a written statement of intention to terminate is sent by certified mail or hand delivery to the parties.
18. NOTICES: All notices required in this Agreement shall be sent to the parties at the following addresses:

RIVIERA BEACH	PALM BEACH SHORES
City Manager City of Riviera Beach 600 W. Blue Heron Blvd. Riviera Beach, Florida 33404	Town Manager Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404

19. NO TRANSFER: This Agreement shall not be assigned or transferred by either party.
20. GOVERNMENTAL POWERS: 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*. Riviera Beach's and Palm Beach Shore's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency 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 of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.

21. GOVERNING LAW: This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
22. REMEDIES: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such 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.
23. INDEMNIFICATION: To the extent permitted by law, Riviera Beach shall indemnify and hold Palm Beach Shores harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Agreement. Likewise, to the extent permitted by law, Palm Beach Shores shall indemnify and hold Riviera Beach harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Palm Beach Shores' employees in the performance of this Agreement.

Nothing in this provision shall be construed as consent by Riviera Beach or by Palm Beach Shores to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, *Florida Statutes*.

24. JOINT PREPARATION: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
25. SEVERABILITY: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof
26. NO WAIVER DUE TO DELAY: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
27. ENTIRE UNDERSTANDING: This Agreement constitutes the entire understanding of the parties with respect to the provision of EMS, transport services. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.
28. FILING WITH CLERK OF COURT: This Agreement shall be signed in triplicate by both parties and filed for record by the Town of Palm Beach Shores, with the Clerk of the Circuit Court of Palm Beach County, Florida pursuant to Section 163.01, *Florida Statutes*.
29. COUNTERPARTS: This Agreement may be signed in counterparts.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____, 2016.

ATTEST:

CITY OF RIVIERA BEACH

CLAUDENE L. ANTHONY, CMC
CITY CLERK

THOMAS A. MASTERS
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

PAMALA H. RYAN, B.C.S
CITY ATTORNEY

REGINALD K. DUREN
FIRE CHIEF

DATE: _____

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____
day of _____, 2016.

ATTEST:

TOWN OF PALM BEACH SHORES

EVYONNE BROWNING
TOWN CLERK

Myra Koutzen
MAYOR

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

KEITH DAVIS
TOWN ATTORNEY

DATE: _____