

**FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT
FOR MUTUAL ASSISTANCE AND AUTOMATIC AID
BETWEEN PALM BEACH COUNTY AND MARTIN COUNTY**

THIS FIRST AMENDMENT TO EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE AND AUTOMATIC AID (the “Agreement”) is made and entered into on _____, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter “Palm Beach County”), by and through its Board of County Commissioners, and MARTIN COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter “Martin County”) by and through its Board of County Commissioners.

WHEREAS, the parties entered into an Emergency Services Agreement for Mutual Assistance and Automatic Aid (R2016-1906) (“Agreement”) for a term of ten (10) years through September 30, 2026; and

WHEREAS, the parties each provide automatic aid to each other pursuant to the Agreement; and

WHEREAS, the Insurance Services Office (ISO) is an independent organization that rates fire departments; and

WHEREAS, fire departments that have automatic aid arrangements with other departments can improve their ISO score by participating in three hours of training exercises per quarter with their automatic aid partner departments; and

WHEREAS, the parties desire to amend the Agreement to provide each other with such training opportunities.

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

1. **Article I: MUTUAL ASSISTANCE AND AUTOMATIC AID** is hereby amended to add **Section 6. ISO Training** to read as follows:

As part of the automatic aid between the parties under this Agreement, each party shall endeavor to provide the other party with at least three hours of training opportunities, for at least one engine company, per quarter that meet ISO requirements for automatic aid training. The provision of training opportunities under this paragraph shall not be mandatory; however, training opportunities that are provided from one party to another are intended to be mutual and reciprocated by the other party with training opportunities that provide a substantially similar amount of training that meets ISO

automatic aid training criteria. In the mutual interest of promoting ISO training, each party agrees that it shall not require or request from the other party's on-duty personnel any type of release, indemnification or assumption of risk agreement, acknowledgment or other statement, relating to the ISO training provided under this paragraph, provided that such employee is identified and scheduled by the employing party to attend the training on-duty as a part of his or her official duties with said employing party.

2. **Article II: GENERAL CONTRACT TERMS, Section 8. Effective Date and Term** is hereby amended and replaced to read as follows:

The term of this Agreement shall be from October 1, 2016 through September 30, 2031, unless sooner terminated as provided herein.

3. **Article II: GENERAL CONTRACT TERMS** is hereby amended to add **Section 29. 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.

4. This First Amendment shall take effect upon approval by both parties.
5. 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.
6. A copy of this First Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

[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 of the Circuit Court & Comptroller

**PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Palm Beach County Fire-Rescue

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

SARAH W. WOODS, COUNTY ATTORNEY