

**RESOLUTION NO. 67-25**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER AND PALM BEACH COUNTY FOR THE TRANSITION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into agreements to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Chapter 26, Article II, Division 3, of the Palm Beach County Code, in accordance with the authority set forth in Section 125.01(l)(q) and (r), Florida Statutes, established a Fire/Rescue Municipal Service Taxing Unit ("MSTU") and also established a Jupiter MSTU; and

**WHEREAS**, the Jupiter MSTU was created to fund fire protection and emergency medical services within the incorporated area of the Town; and

**WHEREAS**, in accordance with Section 125.01(2), Florida Statutes, the Palm Beach County Board of County Commissioners is the governing body of the Jupiter MSTU; and

**WHEREAS**, the Town has received fire protection and emergency medical services from the Palm Beach County Fire Rescue Department ("PBCFR") since 1997 by and through the Town's participation in the Jupiter MSTU through duly enacted

ordinances of the parties and as outlined in interlocal agreements between the parties;  
and

**WHEREAS**, the Town Council has created a fire rescue department (“JFRD”) to provide the Town’s residents and businesses with fire protection, emergency medical services, fire code enforcement, and construction plan review and inspection services;

**WHEREAS**, the Town exercised its rights and provided notice of its intent under the termination clause of the *Interlocal Agreement for Fire Protection and Emergency Medical Services by and Between the Town of Jupiter and Palm Beach County* executed on July 11, 2023 (“Interlocal Agreement”) to terminate the Interlocal Agreement, with such termination taking effect on September 30, 2026 (the “Termination Date”); and

**WHEREAS**, the Town intends to continue to be a public safety partner with the County in the interest of the residents and visitors to the Jupiter area, within the incorporated Town boundary or the unincorporated areas in and around the Town during and leading up to the Termination Date; and

**WHEREAS**, the Town Council believes that public safety will be promoted by implementing a transition plan between JFRD and PBCFR, as set forth in the Interlocal Agreement for the delivery of fire-rescue and emergency medical services within the incorporated Town boundary or the unincorporated areas in and around the Town prior to the Termination Date.

**WHEREAS**, all of the dates specified in the Interlocal Agreement for the transition of fire-rescue and emergency medical services between JFRD and PPBCFR are in the best interest of the health and safety of the public.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The mayor is hereby authorized and directed to execute an Interlocal Agreement between the Town of Jupiter and Palm Beach County for the transition of fire protection and emergency medical services.

**Section 3.** This resolution shall take effect immediately upon its execution.

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**INTERLOCAL AGREEMENT FOR THE TRANSITION OF  
FIRE PROTECTION AND EMERGENCY MEDICAL  
SERVICES TO THE TOWN OF JUPITER**

THIS INTERLOCAL AGREEMENT FOR THE TRANSITION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO THE TOWN OF JUPITER (the "Agreement") is made and entered into on \_\_\_day of \_\_\_\_\_ 2025, by and between the TOWN OF JUPITER, a Florida municipal corporation of the state of Florida, (the "Town") and PALM BEACH COUNTY, a political subdivision of the state of Florida (the "County").

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into agreements to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Chapter 26, Article II, Division 3, of the Palm Beach County Code, in accordance with the authority set forth in Section 125.01(l)(q) and (r), Florida Statutes, established a Fire/Rescue Municipal Service Taxing Unit ("MSTU") and also established a Jupiter MSTU; and

**WHEREAS**, the Jupiter MSTU was created to fund fire protection and emergency medical services within the incorporated area of the Town; and

**WHEREAS**, in accordance with Section 125.01(2), Florida Statutes, the Palm Beach County Board of County Commissioners is the governing body of the Jupiter MSTU; and

**WHEREAS**, the Town has received fire protection and emergency medical services from the Palm Beach County Fire Rescue Department (“PBCFR”) since 1997 by and through the Town's participation in the Jupiter MSTU through duly enacted ordinances of the parties and as outlined in interlocal agreements between the parties; and

**WHEREAS**, the Town Council has created a fire rescue department (“JFRD”) to provide the Town’s residents and businesses with fire protection, emergency medical services, fire code enforcement, and construction plan review and inspection services;

**WHEREAS**, the Town exercised its rights and provided notice of its intent under the termination clause of the *Interlocal Agreement for Fire Protection and Emergency Medical Services by and Between the Town of Jupiter and Palm Beach County* executed on July 11, 2023 (“Interlocal Agreement”) to terminate the Interlocal Agreement, with such termination taking effect on September 30, 2026 (the “Termination Date”); and

**WHEREAS**, the Town intends to continue to be a public safety partner with the County in the interest of the residents and visitors to the Jupiter area, within the incorporated Town boundary or the unincorporated areas in and around the Town during and leading up to the Termination Date; and

**WHEREAS**, both the Town and the County believe that the public interest is promoted by implementing a transition plan between JFRD and PBCFR to deliver fire-rescue and emergency medical services within the incorporated Town boundary or the unincorporated areas in and around the Town leading up to the Termination Date.

**WHEREAS**, all of the dates specified herein for the transition of fire-rescue and emergency medical services between JFRD and PPBCFR are in the best interest of the health and safety of the public.

NOW, THEREFORE, the Town and the County, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

**SECTION 1. INCORPORATION OF RECITALS; PURPOSE**

The recitals set forth above are true and correct and are hereby incorporated into this Agreement. The purpose of this Agreement is to outline the transition of fire protection and emergency medical services from PBCFR to JFRD through the Termination Date. To facilitate the purpose of this Agreement, the Town shall cooperate with and assist the County so as to ensure that the services provided by the County are coordinated with other municipal services provided by the Town, and that complaints and/or inquiries regarding the County's or the Town's performance and the services delivered hereunder are appropriately addressed.

**SECTION 2. RESPONSIBILITIES OF THE PARTIES**

**1. Phased Transition of Fire Protection Service and Emergency Medical Services.**

A joint response initiative would enhance operational efficiency while also strengthening interagency communication and field level cooperation. As such, beginning on August 1, 2026, until the Termination Date, JFRD and PBCFR shall jointly respond to emergency calls made within the Town. More specifically, JFRD will co-respond to emergency incidents with PBCFR as follows:

- a. JFRD will assign apparatus to PBCFR Stations 16, 18, and 19 to supplement their response for area and operational familiarization.
- b. JFRD will assign the Battalion Chief to the PBCFR Battalion Chief assigned to the Town to enhance the JFRD Battalion Chief's area and operational familiarization.

c. JFRD will respond and support PBCFR on multi-unit emergency incidents within the Town.

## **2. Monthly Coordination Meetings**

JFRD and PBCFR shall attend regularly scheduled monthly meetings between JFRD and PBCFR Chief Officers beginning in August 2025, set on mutually agreeable times and dates. The purpose of these meetings is to discuss a detailed phased transition of services and to promote operational consistency as well as the sharing of specific emergency service issues and target hazards known to PBCFR. Through these meetings, JFRD and PBCFR shall develop a detailed plan to provide for the transition of services. JFRD and PBCFR shall also adopt operational policies for cooperation on mutual aid incidents, and options for coordinating joint fire rescue and EMS training and/or drills.

## **3. Automatic Aid / Mutual Aid**

The Town shall provide an automatic aid agreement for PBCFR's consideration by September 1, 2025. PBCFR shall return the signed automatic agreement by November 2025.

## **4. Transition of Services for Fire Station 18**

Personnel from County Fire Station 18 currently respond to less than one call per day in unincorporated areas, predominantly Jonathan's Landing and Jupiter Inlet Park. The Town is constructing a new fire station on the land almost directly across the street from Station 18. The Town's new station will house an advanced life support fire engine, an advanced life support ladder truck, an advanced life support rescue truck, and 10 personnel. The JFRD will be providing fire, rescue, and emergency medical services within the waterways of Jupiter and its surrounding areas. JFRD will be staffing the Town's police boat with a paramedic and equipment. This staffing will be available at all times the

police boat is out and operational on the waterways, allowing for immediate response without delays for deployment.

Beginning October 1, 2026, JFRD will provide full automatic aid to any unincorporated areas served by Station 18 at no cost to the County. Moreover, JFRD will provide automatic aid and mutual aid to back up any other surrounding County areas.

#### **5. Turnover of Station 16 - Abacoa Fire Station**

The County's Fire Station 16 serves unincorporated areas outside of the boundaries of the Town. By September 21, 2026, JFRD shall provide full automatic aid to the unincorporated areas currently served by Station 16, at no cost to the County. Such areas include, but are not limited to, the areas of Palm Beach Country Estates, Old Marsh, East Point, and the eastbound lanes of Donald Ross Road.

The parties agree that the Town will take possession of Fire Station 16 on September 21, 2026. To facilitate the transfer of possession:

- i. On August 4, 2025, JFRD and PBCFR shall conduct a joint walkthrough of Fire Station 16.
- ii. By August 31, 2025, PBCFR shall furnish an inventory and assessment of all equipment and capital infrastructure at Station 16.

The parties shall identify the capital equipment to be removed by PBCFR.

#### **6. Transition of Services for Fire Station 19**

By October 1, 2026, JFRD shall provide full automatic aid to the areas currently served by Station 19 at no cost to the County. Moreover, JFRD shall provide automatic aid and mutual aid to back up any other surrounding County areas.

## **7. Countywide Radio System Implementation**

No later than August 1, 2025, PBCFR shall provide JFRD with the necessary assistance to coordinate the implementation of Countywide Dispatch services, including but not limited to hardware installation needs, deployment models, emergency response zones, response criteria, and unit response orders.

## **8. Phased Transition of Fire Prevention and Fire Code Enforcement Services**

Beginning in February 2026, PBCFR and JFRD fire prevention staff shall attend regularly scheduled monthly meetings on mutually agreeable times and dates.

By July 1, 2026, PBCFR shall provide JFRD with access to all fire prevention documentation related to open and ongoing new construction plan reviews and recent fire inspections by July 1, 2026.

Beginning on August 1, 2026, JFRD shall assume responsibility for all new construction for plan review and permit approval.

## **9. Transition Plan for Knox Box**

By February 1, 2026, PBCFR shall provide JFRD with a report that identifies all Knox Boxes within the Town.

By June 1, 2026, PBCFR shall provide JFRD and the Knox company with a letter of intent advising the Knox company that JFRD will have access to the Knox Boxes within the Town by June 1, 2026. PBCFR shall provide JFRD with continuing notification when new Knox Boxes have been installed prior to the Termination Date.

## **10. Sharing of Fire Prevention Data**

By February 1, 2026, PBCFR shall provide JFRD with all data requested on fire prevention inspections, including the number of annual inspections performed per year for the past three years, the number of annual new construction permits reviewed per

year for the past three years, facilities, contact information, unresolved fire hazard or code concerns and previous inspection information.

#### **11. Sharing of Target Hazards and Facility Data**

By February 1, 2026, PBCFR shall provide JFRD with all data requested target hazard and facility data (i.e., data on target hazards, Tier II hazardous materials facilities, existing pre-fire plans for facilities within the Town of Jupiter, current designated helicopter landing sites).

#### **12. Incident Response Data**

By August 1, 2025, the Town shall provide PBCFR with a HIPAA-compliant business associate agreement to cover the sharing and use of data.

By September 2, 2025, PBCFR shall provide JFRD with all incident response data for all calls for service within the Town, including call type, call location, units dispatched, call received time, and each unit's dispatch time, enroute time, arrival time, time to hospital, time arrived hospital, hospital destination, and cleared time.

#### **13. Financial Data**

Pursuant to sections 3 and 14 of the existing Interlocal Agreement for Fire Protection and Emergency Medical Services by and between the Town of Jupiter and Palm Beach County, the County is required to calculate, maintain, and provide the Town with certain financial records and information. By August 1, 2025, the County shall provide the Town with the following financial data and records:

- i. All financial data showing projected future costs through the term of the current agreement. The Town acknowledges that this information is only an informational projection that may change over time.

- ii. All records for charges and collections for all revenues for services rendered by PBCFR within the Town for FY 2024, including but not limited to the following services:
  - Hazardous materials mitigation services.
  - All fees for non-emergency services, including, but not limited to, impact fees, fire inspection fees, plan review fees, false alarm fees, etc.
  - Emergency transport services fees.
- iii. All records containing budget data, allocation percentages, response time statistics, and all other information necessary to calculate the cost of services in the Full Cost Formula contained in Exhibit A of the Interlocal Agreement.
- iv. A year-end budget to actual report for Battalion 1 (fund 1300) and the Jupiter MSTU (fund 1301) for FY2024.
- v. A year-end balance sheet for the Jupiter MSTU fund 1301 for FY 2024.
- vi. An expense report showing the capital improvements if any for stations 16, 18, and 19 for FY 2024.
- vii. The 2025 Annual Report when completed.

**14. Training:**

JFRD and PBCFR shall engage in and complete joint training, inclusive of special operations, rapid intervention, active shooter, and other multi-agency response scenarios, beginning no later than August 1, 2026.

**SECTION 3. STANDARDS OF COMPLIANCE**

The parties, their respective officers and employees, subcontractors, or assignees, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement.

**SECTION 4. RELATIONSHIP OF COUNTY EMPLOYEES TO THE TOWN**

This Agreement does not and shall not be construed to make any officer or employee of the County an officer or employee of the Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of the County for any purposes whatsoever.

**SECTION 5. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

**SECTION 6. AMENDMENTS**

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of both parties.

**SECTION 7. ENTIRE CONTRACT**

This Agreement states the entire understanding between the parties relating to this Agreement, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

**SECTION 8. LIABILITY AND INDEMNIFICATION**

The parties and their respective elected and appointed officials and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. Each party shall be liable for its own actions and negligence and, to the

extent permitted by law, County shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and the Town shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of the Town'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.

**SECTION 9. NOTICES**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by messenger, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Palm Beach County Fire Rescue  
Attn: Fire Rescue Administrator  
405 Pike Road  
West Palm Beach, FL 33411

with a copy to:

Palm Beach County Attorney's Office  
Attn: Fire Rescue Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone 561-355-2225  
Fax 561-355-4398

(b) If to the Town:

Town Manager Town of Jupiter  
210 Military Trail  
Jupiter, Florida 33458

with a copy to:

Town Attorney  
Town of Jupiter  
210 Military Trail  
Jupiter, FL 33458

The County's representative and Contract Monitor during the term of this agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7000. The Town's representative and Contract Monitor during the term of this agreement shall be the Town Manager, whose telephone number is (561) 741-2214.

**SECTION 10. GOVERNMENTAL POWERS**

The parties understand, acknowledge and agree that nothing contained in this Agreement shall be construed in any way to transfer, divest, contract away, delegate, or otherwise limit the parties' respective legislative, sovereign, and police powers; and therefore this Agreement shall not implicate Article VIII, Section 4 of the Florida Constitution.

The parties acknowledge that this is an interlocal agreement under Chapter 163, Florida Statutes, and each party shall 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 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 such interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, or Town officials.

**SECTION 11. 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. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights or benefits to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or the Town.

**SECTION 12. 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.

**SECTION 13. NON-DISCRIMINATION**

Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties warrant and represent 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.

**SECTION 14. SEVERABILITY**

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 15. SURVIVABILITY**

Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**SECTION 16. FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date 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: \_\_\_\_\_  
Maria G. Marino, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Fire Rescue

ATTEST

TOWN OF JUPITER, FLORIDA, BY ITS  
TOWN COUNCIL

By: \_\_\_\_\_  
Laura Cahill, Town Clerk,

By: \_\_\_\_\_  
Jim Kuretski, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Esq.,  
Town Attorney

The foregoing Resolution was offered this 20<sup>th</sup> day of May, 2025 by, Councilor Phyllis Choy who moved its adoption. The motion was seconded by Vice-Mayor Ron Delaney and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JIM KURETSKI	X	
VICE-MAYOR RON DELANEY	X	
COUNCILOR PHYLLIS CHOY	X	
COUNCILOR MALISE SUNDSTROM	X	

The Mayor thereupon executed Resolution 67-25 on this 20 day of MAY, 2025

TOWN OF JUPITER, FLORIDA

ATTEST:

  
 STEPHANIE PROFFER,  
 ACTING TOWN CLERK

BY:   
 JIM KURETSKI  
 MAYOR

(TOWN SEAL)



  
 THOMAS J. BAIRD, ESQ.  
 Approved as to form and  
 legal sufficiency