

3X-5

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 17, 2010 Consent Regular
 Ordinance Public Hearing

Department: Department of Public Safety
 Submitted By: Department of Public Safety
 Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Approve** the standard agreements to be used between the County and various governmental and private agencies that will designate the scope of work and amount of Emergency Medical Services (EMS) grant funds provided to each agency on behalf of the Board of County Commissioners; **B) Authorize** the County Administrator or his designee to execute standard agreements which will be used between the County and various governmental and private agencies on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Summary: This is an annual grant provided to Palm Beach County from the State of Florida Department of Health, Bureau of Emergency Medical Services, to improve and expand the EMS system. The funds are distributed as reimbursement to the EMS providers and also fund the Palm Beach County Medical Communications System. This grant does not require a County match. Countywide DW

Background and Policy Issues: Pursuant to F.S. 401, Part II, the State of Florida Department of Health, Bureau of Emergency Medical Services has established an Emergency Medical Services Trust Fund consisting of a portion of every municipal and county moving violation including DUI convictions. The licensed EMS providers within Palm Beach County submit a proposal for equipment to be distributed within the County to enhance and expand the EMS System. The proposals are reviewed by the staff of the Division of Emergency Management, Office of Emergency Medical Services, Grant Review Committee of the EMS Advisory Council of Palm Beach County. Any such agreements that are executed will be presented to the Board as receive and file item per PPM CW-O-051.

- Attachments:**
- 1) Standard Interlocal Agreement with local governmental agencies
 - 2) Standard Contract with local private agencies

Recommended by:	<i>Vince Bonvento</i> _____ Department Director	8/5/10 _____ Date
Approved By:	<i>Vince Bonvento</i> _____ Assistant County Administrator	8/5/10 _____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* <u>0</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes _____ No _____

Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
 Rev No: Fund _____ Department _____ Unit _____ Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact associated with the agenda item at this time, however once the agreements are executed the fiscal impact will not exceed the annual EMS grant award, which requires no County match.

Departmental Fiscal Review: Stephanie Sepioha 8/5/10

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature]
 OFMB MC 8-9-10 8/11/10

[Signature] 8/19/10
 Contract Administration

B. Legal Sufficiency:

[Signature] 8/17/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made the ___ day of _____, ____ by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as COUNTY), and the Agency of _____, located in Palm Beach County, Florida (herein referred to as the AGENCY), each one constituting a public AGENCY as defined in Part 1 of Chapter 163, Florida Statutes (F.S.).

WITNESSETH

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 401, Part II, F.S., to dispense grant funds. Forty-five (45) % of these funds are made available to the 67 Boards of County Commissioners (BCCs) throughout the State to improve and expand pre-hospital EMS systems in their county; and

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local 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 thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority with such agencies share in common and which each might exercise separately; and

WHEREAS, EMS County grants are awarded only to Boards of County Commissioners (BCC). However, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application. The assessment should be coordinated with area EMS councils, when available; and

WHEREAS, AGENCY has been identified as a recipient of (AMOUNT) of the EMS funds granted to COUNTY or a recipient of grant equipment procured by the County; and

WHEREAS, the COUNTY and AGENCY both desire to enter into this Agreement to establish terms and conditions under which the COUNTY'S Emergency Management Director and/or the Emergency Medical Services Manager has agreed.

Now, therefore, in consideration of the EMS Grant agreement herein contained, COUNTY and AGENCY agree as follows:

SECTION 1. AGENCY agrees to:

- A. Submit a detailed budget conforming to the Scope of Work (Attachment 1) prior to initiating any work or purchase of equipment, good, or services.

Attachment 1

- B. Comply with the reporting requirements identified in Attachment 2.
 - C. Maintain the items purchased in working order for the life of the items.
 - D. Complete the project as soon as possible and no later than the termination date set forth herein.
 - E. Submit a Final Invoice. In order for both parties to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY's final/last billing to the County. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.
 - F. Not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this agreement.
 - G. Maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY's place of business.
 - H. Comply with requirements of the EMS Grant program FY (YEAR) and the terms, conditions, and certifications, attached hereto as "Attachment 3".
 - I. On-going costs for EMS and replacement of equipment will not be funded under this grant program or by COUNTY. These costs remain the responsibility of the AGENCY.
 - J. Transfer the equipment or other items to the COUNTY, when the AGENCY owning any equipment funded through the grant program in whole or in part and which purchased that equipment to provide services for a municipality, county or other public AGENCY ceasing operation within five years of the ending date of a grant awarded to the organization shall. There shall be no cost to the COUNTY. This provision is applicable when services cease operating due to a contract ending as well as any other reason.
 - K. Submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained for the equipment. The due dates for the required report shall be specified in the letter from the COUNTY'S Division of Emergency Management notifying AGENCY of the grant award. This report shall include all of the necessary training provided for the equipment and will be the responsibility of the AGENCY accepting the equipment to provide the training.
-

SECTION 2. COUNTY AGREES TO:

A. Review invoices received from the AGENCY pursuant to this Contract. Invoices will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the UASI fiscal agent for review and approval. Upon approval by the UASI, the COUNTY will send the AGENCY'S approved invoice to the COUNTY's Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's submittal. Invoices not approved will be returned to AGENCY for correction and re-submittal.

B. Reimburse AGENCY an amount not to exceed (AMOUNT) when properly invoiced.

SECTION 3. REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Sally Waite, whose telephone number is (561) 712-6484.

AGENCY's representative/contact monitor during the term of the Agreement shall be _____ whose telephone number is (561) _____.

SECTION 4. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect on _____ and shall continue in full force and effect up to and including _____ unless otherwise terminated as provided herein.

SECTION 5. ACCESS AND AUDITS

The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

SECTION 6. BREACH/OPPORTUNITY TO CURE

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

SECTION 7. TERMINATION

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

SECTION 8. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of the Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For the COUNTY: Sally Waite
EMS Manager
Palm Beach County Emergency Management
20 S. Military Trail
West Palm Beach, FL 33415

With a copy to: Dawn Wynn
Assistant County Attorney
301 North Olive. Ave., 6th Floor
West Palm Beach, FL 33401

For the AGENCY: _____

SECTION 10. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and AGENCY.

SECTION 11. FILING

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

SECTION 12. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 13. 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 such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter 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.

SECTION 14. EQUAL OPPORTUNITY PROVISION

The COUNTY and the AGENCY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 15. INSURANCE BY AGENCY

Without waiving the right to sovereign immunity as provided by *s. 768.28 f.s.*, AGENCY acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event AGENCY maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under *s. 768.28 f.s.*, AGENCY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

When requested, AGENCY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve AGENCY of its liability and obligations under this Agreement.

SECTION 16. REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 17. CAPTIONS

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

SECTION 18. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 19. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representation, or agreement, written or oral, relating to the Agreement.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set its hand the day and year above written.

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS**

By: _____
County Attorney

By: _____
Vincent J. Bonvento
Assistant County Administrator/
Director of Public Safety

ATTEST:

AGENCY

By: _____
Agency Attorney

By: _____
Agency Representative

ATTACHMENT 1:

Attachment 1 shall be the "Scope of Work" identified for each agency. This scope of work is individualized for the agency and will include all of the items to be reimbursed and approved for reimbursement.

ATTACHMENT 2:

Attachment 2 shall be the forms required for quarterly reporting and the forms to be used to seek reimbursement by the County.

ATTACHMENT 3:

Attachment 2 will be a copy of the signed and executed contract between Department of Health, Bureau of Emergency Medical Services and the Palm Beach County, Board of County Commissioners.

AGREEMENT

THIS AGREEMENT is made the ___ day of _____, _____ by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as COUNTY), and the Agency of _____, located in Palm Beach County, Florida (herein referred to as the AGENCY), a for profit entity authorized to do business in Florida, whose Federal Tax I.D. is _____.

WITNESSETH

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 401, Part II, F.S., to dispense grant funds. Forty-five (45) % of these funds are made available to the 67 Boards of County Commissioners (BCCs) throughout the State to improve and expand pre-hospital EMS systems in their county; and

WHEREAS, EMS County grants are awarded only to Boards of County Commissioners (BCC). However, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application. The assessment should be coordinated with area EMS councils, when available; and

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With a copy to: Dawn Wynn
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301 North Olive. Ave., 6th Floor
West Palm Beach, FL 33401

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SECTION 10. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and AGENCY.

SECTION 11. FILING

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

SECTION 12. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 13. 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 such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter 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.

SECTION 14. EQUAL OPPORTUNITY PROVISION

The COUNTY and the AGENCY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 15. INSURANCE BY AGENCY

AGENCY agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by AGENCY under this contract.

Commercial General Liability AGENCY agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis

Waiver of Subrogation AGENCY agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit AGENCY to enter into an pre-loss agreement to waive subrogation without an endorsement, then AGENCY agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance AGENCY agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder address shall read:

PALM BEACH COUNTY
c/o Public Safety Department
20 South Military Trail
West Palm Beach, FL 33415

Additional Insured AGENCY agrees to endorse COUNTY as an Additional Insured with a **CG026 Additional Insured – Designated Person or Organization endorsement** to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis

SECTION 16. REGULATIONS; LICENSING REQUIREMENTS

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS**

By: _____
County Attorney

By: _____
Vincent J. Bonvento
Assistant County Administrator/
Director of Public Safety

ATTEST:

AGENCY

By: _____
Agency Attorney

By: _____
Agency Representative

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