Agenda Item No:

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

**Meeting Date:** 

March 1, 2011

[x] Consent [ ] Ordinance [] Regular

[ ] 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: Receive and File the following executed interlocal agreements with municipalities for the period October 1, 2009 through September 30, 2010, to distribute a total of thirteen (13) Video Laryngoscope Systems (Systems) for Emergency Medical Services (EMS) providers:

- 1) City of Boca Raton received four (4);
- 2) City of Palm Beach Gardens received three (3);
- 3) City of Boynton Beach received three (3);
- 4) City of West Palm Beach received three (3).

Summary: The County was awarded \$459,254 from the State of Florida Department of Health, Bureau of Emergency Medical Services, to improve and expand the EMS systems. The County through its Public Safety Department purchased twenty-one (21) Video Laryngoscopes Systems for \$210,105 to distribute to EMS providers to allow paramedics to increase the efficiency with which they mechanically manage breathing for patients who due to traumatic or medical reasons cannot do it for themselves. Of the twenty-one (21) purchased, thirteen (13) were distributed to municipalities and eight (8) to Palm Beach County Fire Rescue. There is no ad valorem funding required. Countywide (GB)

Background and Justification: 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, and Grant Review Committee of the EMS Advisory Council of Palm Beach County.

#### Attachments:

- ۱1. City of Boca Raton executed Interlocal Agreement
- 2. City of Palm Beach Gardens executed Interlocal Agreement
- 3. City of Boynton Beach executed Interlocal Agreement
- City of West Palm Beach executed Interlocal Agreement

**RECOMMENDED BY:** APPROVED BY: Assistant County Administrator

# II. FISCAL IMPACT ANALYSIS

al Expenditures ating Costs ral Revenues ram Income (County) rid Match (County) t Fiscal Impact DITIONAL FTE ITIONS (Cumulative)	0				
rnal Revenues ram Income (County) rid Match (County)  t Fiscal Impact  DITIONAL FTE ITIONS (Cumulative)	(\$130,065)				
ram Income (County) and Match (County)  It Fiscal Impact  DITIONAL FTE  ITIONS (Cumulative)	0				
nd Match (County)  t Fiscal Impact  DITIONAL FTE  ITIONS (Cumulative)	0				
t Fiscal Impact DITIONAL FTE ITIONS (Cumulative)	0				
DITIONAL FTE ITIONS (Cumulative)	0				
ITIONS (Cumulative)					
ITIONS (Cumulative)	•				
Included in Current Bu			0		
meraded in Current Bu	ıdget? Yes <u>X</u>	No			
Account Exp No: Fund Rev No: Fund	d <u>1425</u> Departmer d <u>1425</u> Departmen	nt <u>662</u> Unit <u>5</u> nt <u>662</u> Unit <u>52</u>	<u>230</u> Object <u>v</u> 230_ Rev.Sou	<u>ar</u> ırce <u>3429</u>	
<sup>r</sup> und: EMS Award Grant	Program	nary of Fisca	al Impact:		
Departmental Fiscal Re	view: <u>Stiphai</u>	il Sljnot	Ra		
	III. <u>REVIEV</u>	V COMMENT	<u>rs</u>		
OFMB Fiscal and/or Cor	ntract Administrat	tion Comme	nts:		
ОРМВ	29/1	Co	ntract Admi	nistration	1)10)
egal Sufficiency:	11/11				
Assistant County	Attorney				
	Rev No: Fundances Recommended Sources Fund: EMS Award Grant Jnit: EMS Public Safety Departmental Fiscal Re  DFMB Fiscal and/or Con	Rev No: Fund 1425 Department Recommended Sources of Funds / Summund: EMS Award Grant Program Unit: EMS Public Safety Grants  Departmental Fiscal Review: Stephan  III. REVIEW  OFMB  OFMB	Recommended Sources of Funds / Summary of Fiscal Fund: EMS Award Grant Program Unit: EMS Public Safety Grants  Departmental Fiscal Review: Stephane	Recommended Sources of Funds / Summary of Fiscal Impact: Fund: EMS Award Grant Program Unit: EMS Public Safety Grants  Departmental Fiscal Review: Stephane Summer	Departmental Fiscal Review: Stephane St

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

#### INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of day of the day

#### **WITNESSETH**

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 40l, Part II, F.S., to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners 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 which 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 <u>four GlideScope® Ranger Video Laryngoscope System</u> 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. N/A
- B. Comply with the reporting requirements identified in Attachment. N/A
- 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. N/A
- 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 COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY. N/A
- 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 fiscal year (FY 2009) 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: N/A

A. Review invoices received from the AGENCY pursuant to this Agreement. Invoices will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Upon approval, 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 (\$\_\_\_\_\_\_\_) 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/contract monitor during the term of the Agreement shall be Michael O'Neil whose telephone number is (561) 982-4028. 33 MO

# SECTION 4. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect or 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. All equipment shall be surrendered immediately upon termination of this Agreement.

#### **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., 6<sup>th</sup> Floor West Palm Beach, FL 33401

For the AGENCY:

Michael O'Neil

6500 Congress Avenue, Suite 200 Boca Raton, FL 33489 7MO

# **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 NA

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 coverage's.

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.

#### SECTION 20. OFFICE OF THE INSPECTOR GENERAL

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.

SHARON R. BOCK, CLERK &	PALM BEACH COUNTY BOARD OF
By:Deputy Clerk	By: W. Vincent J. Bonvento Assistant County Administrator/
	Director of Public Safety
ATTEST:	AGENCY
By: Agency Attorney	By: Agency Representative
$\bigwedge$	
APPROVED AS TO FORM AND	
LEGAL SUFFICIENCY	
By:County Actorney	

#### **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 3 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.

Note: by Michael O'Neil, EMS Division Chief

Attachment 1

This is addressed in Section 1. Item A

Attachment 2

This is addressed in Section 1. Item B

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# AGENDA ITEM SUMMARY

Meeting Date: January 12, 2010 [x] Consent [ ] Regular

Department: [ ] Ordinance [ ] Public Hearing

Submitted By: PUBLIC SAFETY

Submitted For: Emergency Management / EMS

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) ADOPT a Resolution authorizing the County Administrator or his designee to sign and forward to the Florida Department of Health, Bureau of Emergency Medical Services, the FY 2010 annual EMS County Grant Application and County Distribution Agreement for \$459,254; B) AUTHORIZE the County Administrator or his designee to sign state budget transfer forms related to the grant; C) APPROVE a budget amendment of \$151,787 in EMS Grant Fund to adjust budget to actual

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 will also fund the Palm Beach County Medical Communications System. The EMS County Grant Award Program begins October 1, 2009 and concludes September 30, 2010. No county match is required. Countywide (DW)

Background and Justification: 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. Palm Beach County's share of the trust fund for FY 2010 is \$459,254 to improve and expand emergency medical services in the County. The licensed EMS providers within Palm Beach County submitted proposals for funding under this program. The proposals were reviewed by the staff of the Division of Emergency Management, Office of Emergency Medical Services, and the Grant Review Committee of the EMS Advisory Council. The attached Grant Application is the recommended proposal which includes the EMS Medical Communications System and the EMS providers' requests.

#### Attachments:

- 1. Resolution
- 2. Grant Application

3. Budget Amendment (1425)

Approved by:

Assistant County Administrator

# II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fi	scal Impact				
Fiscal Years	2010	2011	2012	<u>2013</u>	2014
Capital Expenditures Operating Costs	696,788		-		
External Revenues Program Income (County) In-Kind Match (County)	(696,788)				
Net Fiscal Impact					
# ADDITIONAL FTE POSITIONS (Cumulative)	0	4-3			
ls Item included in Current E Budget Account No.: Fund 1 Fund	Budget? Yes  425 Departme   Departme	ent 662 Un	it 5230 Object	various various	Prog Prog
B. Recommended Sources The \$696,788 includes was interest income. Grant fu Emergency Management, Med C. Departmental Fiscal Rev	unspent grant fu inding comes fro dical Services Tr	inds of \$237 m the State ust Fund.	534 EV 2000	of which \$2 partment of	4,972
	III. <u>REVIEW</u>	COMMEN	r <u>s</u>		•
OFMB Fiscal and/or Con OFMB OFMB OFMB OFMB OFMB OFMB OFMB OFMB	entract Adminis	control Cor Acation	nments:	out 1	<u> </u>
Department Directo	r	÷ ,		٠.	٠.

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

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO SIGN AND FORWARD TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH A FY 2010 ANNUAL EMS GRANT FUND APPLICATION AND GRANT FUND DISTRIBUTION AGREEMENT FOR \$459,254 AND AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO SIGN BUDGET TRANSFER FORMS RELATED TO THE GRANT.

WHEREAS, the State of Florida has established an Emergency Medical Services Trust Fund consisting of a portion of every municipal and county moving violation and driving under the influence conviction in Palm Beach County; and

WHEREAS, the Palm Beach County share of \$459,254 of the Emergency Medical Services Trust Fund is being returned to the County to improve and expand pre-hospital emergency medical services in the County; and

WHEREAS, the County may reimburse and disburse the funds to licensed emergency medical service providers; and

WHEREAS, various pre-hospital emergency medical service providers have applied to the Palm Beach County Division of Emergency Management, Office of Emergency Medical Services for a share of the County award; and

WHEREAS, the Palm Beach County Emergency Medical Services

Advisory Council and the Division of Emergency Management's Office of

Emergency Medical Services have reviewed the grant award proposal and has

recommended the appropriate awarding and distribution of funding; and

WHEREAS, the agencies requesting a share of the funding have certified that their requests are improvements and expansions of pre-hospital emergency medical services within the County; and

WHEREAS, prior to any disbursement of funds from the County Grant Award Program, each agency authorized to receive funds from the program will provide documentation to the Department of Public Safety, Division of Emergency Management, Office of Emergency Medical Services affirming that they agree to the reimbursement and will permit an audit; and

WHEREAS, the Palm Beach County Emergency Medical Services Grant

Award Application is made a part of and attached hereto.

ATTACHMENT 1

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

- The Board of County Commissioners certifies that this Grant Award application and request is an improvement and expansion of the pre-hospital emergency medical services system in Palm Beach County and that fund will not be used to supplant existing County EMS budget applications.
- The County Administrator or his designee is authorized to sign the County Grant Award application.
- The County Administrator or his designee is authorized to sign the
   EMS Grant Distribution Agreement and the Request for Grant Distribution
   Advanced Payment.
- The County Administrator or designee is authorized to sign State budget transfer forms for the EMS County Grant Award funds.
- 5. The Manager of the Office of Emergency Medical Services is designated as the "Authorized Contact Person" pursuant to application requirements.

requirements.	
The foregoing Resolution was of	fered by Commissioner
who moved its adoption. The motion w	as seconded by Commissioner
and upon	being put to a vote, the vote was as follows:
Commissioner Burt Aaronson, Commissioner Karen T. Marcus Commissioner John F. Koons Commissioner Shelley Vana Commissioner Steven L. Abrar Commissioner Jess R. Santam Commissioner Priscilla A. Taylo	s, Vice Chair
The Chairman thereupon declar adopted thisday of	ared the Resolution duly passed and
uay or	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS SHARON R. BOCK, CLERK &
APPROVED AS TO FORM AND LEGAL SUBSICIENCY By: County Attorney	By: Deputy Clerk

2

#### EMS COUNTY GRANT APPLICATION

# FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

# Complete all Items

ID. Code (The State Bureau of EMS will assign the ID Code – leave this Diank) C
1. County Name: Palm Beach County Board of County Commissioners
Business Address: 301 M. Olive Ave. West Palm Beech, FL 33401
Telephone: 561-355-2001
Federal Tex ID Number (Nine Digit Number). VF 5 9 6 0 0 0 7 8 5
2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal
documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall
comply fully with the cognitions outlined in the Florida EMS County Grant Application.
Signature: Wir 1. Son Vento Date: 12/11/09
Printed Name: Vincent J. Bonvento
Position Title: Assistant County Administrator
3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project
reports and may request project changes. The signer and the contact person may be the same.)
Name: Charles Tear
Position Title: Director of Emergency Hanagement
Address: 20 S: Military Trail, West Palm Beach, FL 33415
Telephone: 561-712-6321 Fax Number: 561-712-6464
E-mail Address: Ctear@pbcgov.org
4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.
Budget: Complete a budget page(s) for each organization to which you shall provide funds.  List the organization(s) below. (Use additional pages if necessary)
Con attached This Read Court Two tons & The Court Two
See attached "Pala Beach County EMS Award Program 2009-2010"
,
•

DH Form 1684, December 2008

64J-1.015, F.A.C.

3

Attachment 2

#### **BUDGET PAGE**

A. Salaries and Benefits:	and the second s
心理 专情 人名加比勒尼斯里贝特斯 和现在 阿尔斯 阿尔斯人特里尔门斯	
no i les poempressos por la custa de la pressa de la composición del composición de la composición de la composición del composición de la composición de la composición de la composición de la composición del composición de la composición del composición del composición del composición del composición del composición del composición d	
	·
	_
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	•

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature <u>excluding</u> expenditures classified as operating capital ordinary leading expenditures.

Soperating California (German 2.1650) .	
See Attached Budget	\$459,254
	A 148 PF
TOTAL	\$ 459,254

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

Alegication of an explication of the second	
TOTAL	*
	250 251
Grand Total	\$ 459,254

DH Form 1684, December 2008

#### FLORIDA DEPARTMENT OF HEALTH EMS GRANT PROGRAM

# REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(a), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:			
Name of Agency:	Pälm Beach Count	y Board of County C	ommissioners
Mailing Address:	301 North Olive	Avenue	
	West Palm Beach.	Florida 33401	
Federal Identification	number vr 59-	6000785	
Authorized Official:	Signature	Enduto )	2/1/09 bate
	Vincent J. Bonve	Type Name and Title	ty Administrato
Sign	and return this page w	ith your application to:	
	Florida Departme BEMS Grant 4052 Baid Cypress	Program	
	Tallahassee, Florid		
Do not write below this line	. For use by Bureau of	Emergency Medical Servi	ces personnel only
Grant Amount For State To	Pay: \$ 459,254	Grant ID: Code	
Approved By :			÷
Approved By : Signatu	re of EMS Grant Office	er	Date
State Fiscal Year: 2009	~ 2010		
Organization Code E.O. 64-42-10-00-000 05	OCA SF005	Object Code 750000	
Federal Tax ID: VF 5	96000785	•	
Grant Beginning Date: Fel	bruary 10, 2010 G	rant Ending Date: March	2011

DH 1767P, December 2008

64J-1.015, F.A.C.

# Department of Health EMS GRANT PROGRAM CHANGE REQUEST

Name of Grantee: Palm Beach County Board of County Commissioners Grant ID Code: **BUDGET LINE ITEM CHANGE FROM CHANGE TO** FY 2010 Approved Grant \$ 459,254 \$ 459,254 Unexpended FY 2009 Grant (incl. FY 2009 interest income of \$24,972) \$ 237,534 TOTAL \$ 459,254 \$ 696,788 **Justification For Change:** 1. Line 8101-Contrib-OGA \$19,470. Purchase 3 laptop computers for Tequesta Fire-Rescue to be used off-site to report & monitor information rather than upon return to base.

Line 8101-Contrib-OGA \$8,671. Purchase a Bariatric patient transport system & support equipment for Palm Beach Gardens Fire-Rescue.

Line 8101-Contrib-OGA \$43,880. Purchase 4 video laryngoscope ranger single use systems for Town of Palm Beach Fire-Rescue.

Line 8101-Contrib-OGA \$22,470. Purchase 6 carbon monoxide dosimeters to measure more accurately the carboxynemoglobin & mehtemoglobin levels in the blood for Riviera Beach Fire-Rescue.

Line 3401-Contractual Services \$25,000. PBC DEM "Application 1" funding to be re-allocated to fund Narrowband Mandate Project with countywide benefits for EMS providers and hospitals.

Line 3401-Contractual Services \$10,000. PBC DEM "Application 3" funding to be used to fund Narrowband Mandate Project with countywide benefits for EMS providers and hospitals.

Line 8201-Contrib-NGA \$25,250. To provide a primary Bariatric Course for 15 employees of St. Mary's Hospital located in West 5. Line 8203-Contrib-NGA \$25,250. To provide a primary Bariatric Course for 15 employees of St. Mary's Hospital located in West Palm Beach.

8. Line 8101-Contrib-OGA \$13,014. Fund the training of 3 paramedics at Palm Beach Community College in order to assist with staffing of Palm Beach Gardens Fire-Rescue Engine 65 to become an ALS Engine.

9. Line 8101-Contrib-OGA \$18,271. Purchase 2 Segway units for Riviera Beach Fire-Rescue.

10. Line 8101-Contrib-OGA \$50,000. Purchase 37 TRAK gate post units for Boynton Beach Fire-Rescue after Lake Worth withdrew from the project and an additional \$16,000 was awarded to the larger Boynton.

11. Line 3401-Contractural Services \$68,888. PBC DEM related new projects (various) funding from 15% Operating Expense allowance authorized by grantor (at 15% of \$459,254 FY2010 Grant).

12. Line 3401-Contractural Services \$214,988. Purchase of numerous GlideScope Ranger Video Laryngoscope Systems to be place on EMS transport vehicles (County, municipal, and other EMS transport) to increase paramedic efficiency when they mechanically manage breathing for patients due to trauma or other medical reasons cannot do it for themselves.

13. Line 3401-Contractual Services \$176,886. Modifications required (Unfunded Mandate) to UHF Radio Systems operating on frequencies under 512 MHz. This is part 1 of 2 which will be funded this year with part 2 being funded from EMS Grant for 2012. frequencies under 512 MHz. This is part 1 of 2 which will be funded this year with part 2 being funded from EMS Grant for 2012.

Nenc Signature of A	uthorize	d Official	· .		12/16/09 Date
			For depart	ment use only.	
Approved	Yes	☐ No		Change No: _	* 1
Department's	Authoria	zed Represe	entative		Date
DH 1684C, De			64J-1.015, F.A.C	•	Date

# Department of Health EMS GRANT PROGRAM EXPENDITURE REPORT

Name of Grantee: Palm Beach County 8	oard of County Com	mission	<u>ers</u> Grant l	D Code:	
Time Period Covered: Beginning Date:			ing Date: _		
Earned Interest: Amount \$ 24,972.	: as of	09	30	2009	
			-		
		Day	Month	Year	
Final Report (Check One): X Yes	☐ No				
	Line Items				TOTAL
Approved Budget Expenditure by M	ajor Line Items(s)				
Other Contractual Services					\$86,485
Communication Services			-		5,000
Graphics Charges		•		i	10,001
Office Supplies				<u></u>	5,001
Office Furniture and Equipment				l l	77.504
Materials/Supplies Operating				l	27,501   353,699
Contributions Other Governmental Agencies				1.	184,718
Contributions Non-Governmental Agencies					10,000
Data Processing Equipment				1	70,554
Transfer to Fire/Rescue MSTU Fund 1300				ŧ	70,034
TOTAL BUDGETED EXPENDITURES					\$752,959
Actual Expenditure to Date by Majo	or Line Item(s)				
Other Contractual Services	• • • • • • • • • • • • • • • • • • • •			- 1	\$37,747
Communication Services					0
Graphics Charges					0
Office Supplies				. 1	0
Office Furniture and Equipment Materials/Supplies Operating		•		•	20,865
Contributions Other Governmental Agencies				. 1	0
Contributions Non-Governmental Agencies				1 -	405,231
Data Processing Equipment					0
Transfer to Fire/Rescue MSTU Fund 1300					0 70,554
					, 0,00-1
TOTAL ACTUAL EXPENDITURES					\$535,397
BALANCE (Budgeted Less Actual Expen	ditures)	<del></del>			\$217,562
include with the progress notes an expl	anotion of how proje	ect nerce	nnol predi	nment and cover	problems or barriess
may impact on the grant progress.	and the projection of the projection	ci perse	miner, equip	oment, and any i	HODIERIS OF DUFFEIS
I certify the above reports are true a	and correct Evans	dinon			
referenced grant.	mu correct. Expen	ukures	were only	y for items allo	wed by the above
	•			•	
Semi	Kadas			<i>(</i> )	14/109
Signature of Auth	orized Official				Doto
	ar incu Ciliciai				กรเธ

DH 1684A, December 2008

64J-1.015, F.A.C

10-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1 pages

EXPENDED/

BGEX - 662-121609000000000000603 - 1 BGRV - 662-12160900000000000162 - 1

FUND 1426 - EMS Public Safety Grants

ATTACHMENT 3

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	@ 12/16/2009	REMAINING BALANCE
EMS State Grant FY2	2010 - Amending Original Budget to Actual Awa	rded Amount						
		•						
Revenue	De al lucustos est la como	10,000	10,000	n	Ω	10,000		
	Pool investment income			51,257	Ô	459,254		
	State Grant Other - Public Safety	407,997	407,997	100.530	. 0	237,534		
1425-800-8000-8901		137,004	137,004		· · · · · · ·	706,788		
	Total Revenue and Balance	555,001	555,001	151,787		700,700		
		÷						
Expense	Other Contractivel Continue	50,000	50,000	151,787	O	201,787	19,270.00	182,517.00
	Other Contractual Services	·	•	101,707	ŏ	5,000	•	
	Communication Services	5,000	5,000	0	Ŏ	10,001		
1425-662-5230-4703		10,001	10,001	0	, o	5,001		
1425-662-5230-5101		5,001	5,001	U	Ü			
	Materials/Supplies Operating	27,501	27,501	U	0	27,501	29,196.00	270,804.00
1425-662-5230-8101	Contributions Other Governmental Agency	300,000	300,000	0	a	300,000	29, 190.00	210,004.00
1425-662-5230-8201	Contributions Non-Governmental Agencies	157,498	157,498	0	<u> </u>	157,498	10 400 00	658,322.00
	Total Appropriation and Expenditures	555,001	555,001	151,787	00	706,788	48,466.00	000,322.00

PUBLIC SAFETY ADMINISTRATION
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures		Date
Lin	Kuli	n/16/09

By Board of Co	unty Commissioners
At Meeting of	

Deputy Clerk to the Board of County Commissioners

#### INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of 19 day of low mer 2010 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 City of Palm Beach Gardens, a municipality 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.

#### WITNESSETH

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 40l, Part II, F.S., to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners 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 which 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 three GlideScope® Ranger Video Laryngoscope System 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. N/A
- B. Comply with the reporting requirements identified in Attachment. N/A
- 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. N/A
- 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 COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY. N/A
- 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 fiscal year (FY 2009) 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: N/A

A. Review invoices received from the AGENCY pursuant to this Agreement. Invoices will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Upon approval, 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.

#### 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/contract monitor during the term of the Agreement shall be Keith Bryer whose telephone number is (561) 799-7312.

## **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. All equipment shall be surrendered immediately upon termination of this Agreement.

## **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., 6<sup>th</sup> Floor West Palm Beach, FL 33401

For the AGENCY:

Palm Beach Gardens Fire Rescue Department

10500 North Military Trail Palm Beach Gardens, FL 33410

# **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 N/A

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 coverage's.

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.

# SECTION 20. OFFICE OF THE INSPECTOR GENERAL

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.

SHARON R. BOCK, CLERK & COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: NA Deputy Clerk	By: Wincened. Bonvento Assistant County Administrator Director of Public Safety
ATTEST:  By:	AGENCY  By:   M
Agency Attorney	Agency Representative
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By:Ounty Attorney	
\	

#### 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 3 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.

#### **RESOLUTION 86, 2010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO RECEIVE THREE (3) GLIDESCOPES® THROUGH A COUNTY EMERGENCY MEDICAL SERVICES (EMS) GRANT AWARD FROM THE FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments 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 provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Palm Beach Gardens Fire Rescue Department is the sole provider of Advanced Life Support Services within the City of Palm Beach Gardens; and

WHEREAS, the Palm Beach County Board of County Commissioners receives funds every year from the Emergency Medical Services Trust Fund to distribute to pre-hospital EMS providers within Palm Beach County; and

WHEREAS, as part of the EMS Grant Award, the County will distribute to Palm Beach Gardens Fire-Rescue three (3) Glidescopes: one (1) for the EMS Captain's vehicle, one (1) for Rescue 62, and one (1) for Rescue 63; and

WHEREAS, to receive this equipment from the County, it is necessary to enter into an Interlocal Agreement, which Agreement is attached hereto as Exhibit "A"; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA that:

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The City Council of the City of Palm Beach Gardens hereby approves the Interlocal Agreement with the Palm Beach County Board of County Commissioners to receive three (3) GlideScopes® through the County's EMS Grant Award program, and authorizes the Mayor to execute such Interlocal Agreement.

**SECTION 3.** This Resolution shall become effective immediately upon adoption.

(The remainder of this page intentionally left blank)

1 2	PASSED AND ADOPTED this	182	day of _	HOVEMBLE	, 2010.
3 4					
5		CITY C	F PAL	M BEACH GARDE	NS, FLORIDA
6 7			2		· · · · · · · · · · · · · · · · · · ·
8		BY:		MA	
9 10				David Levy, Mayo	r
11	ATTEST:				
12 13					
14	BY:		L	Patricia Sider	City Clerk
15	Patricia Snider, CMC, City Clerk	<del></del>		of the City of Palm Beac	ch Gardens
16 17				to hereby certify that this a taken from the Official r	
18	APPROVED AS TO FORM AND			City of Palm Beach G	
19 20	LEGAL SUFFICIENCY		City	Cleric	
21			Date	11/22/	10
22 23	R. Max Loaman, City Attorney				
24	, it is a subject of the subject of				
25 26	/				
27	<u>VOTE</u> :	AYE	NAY	ABSENT	
28 29	MAYOR LEVY	,			
30		~		<del> </del>	
31 32	VICE MAYOR PREMUROSO				
33	COUNCILMEMBER RUSSO	V			
34 35	COUNCILMEMBER JABLIN				
36	COONCIEMEMBER JABEIN				
37	COUNCILMEMBER TINSLEY			B-10	The 1
38 39					
40					
41 42					
43					· · · ·
44 45					
45 46 47					
47	G:\attorney_share\RESOLUTIONS\2010\Resolution 86,	2010 - interlo	cal agmt v	with pbc to receive alidescope	es for fr.doc



# City of Palm Beach Gardens Office of the City Clerk Letter of Transmittal

November 22, 2010

DATE: November 22, 2010			
то:	Palm Beach County 20 S. Military Trail West Palm Beach, Attn: Sally Waite,	FL 33415	
Re: Resolution	on 86, 2010. Interlocal A umissioners to receive thr	greement with the Palm Beach County Board of ree (3) Glidescopes through a EMS Grant.	
□ For Your	Records	☐ For Recording	
☐ As Reque	sted	☐ Returned for Corrections	
□ For Revie	ew and Signature	Other: To complete Agreement	
Signed	Dell		
Patrici	a Snider, CMC, City Clerl	K	

# 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 27 28 29 30 31 32 33 34 35

## **RESOLUTION 86, 2010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS RECEIVE TO THREE GLIDESCOPES® THROUGH A COUNTY EMERGENCY MEDICAL SERVICES (EMS) GRANT AWARD FROM THE FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments 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 provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Palm Beach Gardens Fire Rescue Department is the sole provider of Advanced Life Support Services within the City of Palm Beach Gardens; and

25 26

WHEREAS, the Palm Beach County Board of County Commissioners receives funds every year from the Emergency Medical Services Trust Fund to distribute to prehospital EMS providers within Palm Beach County; and

WHEREAS, as part of the EMS Grant Award, the County will distribute to Palm Beach Gardens Fire-Rescue three (3) Glidescopes: one (1) for the EMS Captain's vehicle, one (1) for Rescue 62, and one (1) for Rescue 63; and

WHEREAS, to receive this equipment from the County, it is necessary to enter into an Interlocal Agreement, which Agreement is attached hereto as Exhibit "A"; and

36

37

38

WHEREAS, the City Council deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

39 40 41

42

43

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA that:

44 45

46 47 **SECTION 1.** The foregoing recitals are hereby affirmed and ratified.

 SECTION 2. The City Council of the City of Palm Beach Gardens hereby approves the Interlocal Agreement with the Palm Beach County Board of County Commissioners to receive three (3) GlideScopes® through the County's EMS Grant Award program, and authorizes the Mayor to execute such Interlocal Agreement.

**SECTION 3.** This Resolution shall become effective immediately upon adoption.

(The remainder of this page intentionally left blank)

1 2 3	PASSED AND ADOPTED this	s <u>18 day of Novembbe</u> , 2010.
4 5 6		CITY OF PALM BEACH GARDENS, FLORIDA
7 8 9		BY: David Levy, Mayor
10 11 12	ATTEST:	
13 14 15	BY: Patricia Snider, CMC, City Clerk	of the City of Palm Beach Gardens
16 17 18 19	APPROVED AS TO FORM AND LEGAL SUFFICIENCY	as taken from the Official records of the City of Palm Beach Gardens.
20 21 22	BY: Marion	City Cleric 11/22/10
23 24 25	R. Max Lohman, City Attorney	
26 27 28 29 30 31 32 33 34	VOTE:	AYE NAY ABSENT
	MAYOR LEVY	<u> </u>
	VICE MAYOR PREMUROSO	
	COUNCILMEMBER RUSSO	
35 36	COUNCILMEMBER JABLIN	
37 38 39	COUNCILMEMBER TINSLEY	
40 41 42		
43 44 45		
46 47	G:\attorney_share\RESOLUTIONS\2010\Resolution 86.	2010 - interlocal agmt with pbc to receive glidescopes for fr.doc

Res 370-10

WPB No. 09834

#### INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of 15 day of 0, 2010 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 City of West Palm Beach, a municipality 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.

### WITNESSETH

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 40l, Part II, F.S., to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners 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 which 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 three GlideScope® Ranger Video Laryngoscope System 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. N/A
- B. Comply with the reporting requirements identified in Attachment 2. N/A
- 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. N/A
- 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 COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY. N/A
- 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 fiscal year (FY 2009) 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: N/A

A. Review invoices received from the AGENCY pursuant to this Agreement. Invoices will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Upon approval, 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 (\$\_\_\_\_\_) 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/contract monitor during the term of the Agreement shall be Brent Braunworth whose telephone number is (561) 804-4775.

### **SECTION 4. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect on October 1/2000 and shall continue in full force and effect up to and including comber 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. All equipment shall be surrendered immediately upon termination of this Agreement.

### **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., 6<sup>th</sup> Floor West Palm Beach, FL 33401

For the AGENCY:

City of West Palm Beach Fire Rescue

500 North Dixie Highway West Palm Beach, FL 33401

### **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 coverage's.

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.

### SECTION 20. OFFICE OF THE INSPECTOR GENERAL

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.

SHARON R. BOCK, CLERK & COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Vincent J. Bonvento Assistant County Administrator/ Director of Public Safety
ATTEST:	AGENCY CIPTOFWEST PALM BEACH
By: Line Heldel  Agoncy Attorney  DECOM CITY CLERK	Agency Representative Mayor Lois J. Frankel
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:	CITY ATTORNEY'S OFFICE Approved as to form and legal sufficiency By:
County Attorney	Date:

### ATTACHMENT 1: N/A

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: N/A

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 3 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.

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

Meeting Date: January 12, 2010 [X] Consent 1 Regular [] Ordinance [ ] Public Hearing Department: Submitted By: PUBLIC SAFETY

Submitted For: Emergency Management / EMS

### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) ADOPT a Resolution authorizing the County Administrator or his designee to sign and forward to the Florida Department of Health, Bureau of Emergency Medical Services, the FY 2010 annual EMS County Grant Application and County Distribution Agreement for \$459,254; B) AUTHORIZE the County Administrator or his designee to sign state budget transfer forms related to the grant; C) APPROVE a budget amendment of \$151 787 in EMS Grant Fund to adjust budget to actual APPROVE a budget amendment of \$151,787 in EMS Grant Fund to adjust budget to actual

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 will also fund the Palm Beach County Medical Communications System. The EMS County Grant Award Program begins October 1, 2009 and concludes September 30, 2010. No county match is required. Countywide (DW)

Background and Justification: Pursuant to F.S. 401, Part II, the State of Florida Department of Health, Bureau of Emergency Medical Services, has established an Emergency Medical or 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. Palm Beach County's share of the trust fund for FY 2010 is \$459,254 to improve and expand emergency medical services in the County. The licensed EMS providers within Palm Beach County submitted proposals for funding under this program. The proposals were reviewed by the staff of the Division of Emergency Management, Office of Emergency Medical Services, and the Grant Review Committee of the EMS Advisory Council. The attached Grant Application is the recommended proposal the EMS Advisory Council. The attached Grant Application is the recommended proposal which includes the EMS Medical Communications System and the EMS providers' requests.

### Attachments:

- 1. Resolution
- 2. Grant Application
- 3. Budget Amendment (1425)

Approved by:

nt County Administra

# II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fl	scal Impact			•	
Fiscal Years	2010	<u>2011</u>	2012	2013	2014
Capital Expenditures Operating Costs	696,788	•	-		
External Revenues Program Income (County) In-Kind Match (County)	(696,788)		-		
Net Fiscal Impact	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				
is item included in Current B Budget Account No.: Fund 1 Fund	udget? Yes  425 Departme Departme	<u>x</u> No ent <u>662</u> Unit ent Unit	5230 Object	various i	Prog Prog
B. Recommended Sources of The \$696,788 includes was interest income. Grant full Emergency Management, Medium 1988 (1988) in the Source of the	of Funds/Summ unspent grant ful	ary of Fisca nds of \$237,	I Impact:		
C. Departmental Fiscal Revi	ew: Duff	y po			
	III. <u>REVIEW</u>	COMMENTS	:		
A. OFMB Fiscal and/or Cont	ract Dev. and C	ontroi Com	nents:		
	ntract Administr		A	our \$ 12	[2 <i>9/09</i>
Assistant County Attor	18/0 9/E	9			
C. Other Department Revi	iew;				
Department Director	*	•			

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

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO SIGN AND FORWARD TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH A FY 2010 ANNUAL EMS GRANT FUND APPLICATION AND GRANT FUND DISTRIBUTION AGREEMENT FOR \$459,254 AND AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO SIGN BUDGET TRANSFER FORMS RELATED TO THE GRANT.

WHEREAS, the State of Florida has established an Emergency Medical Services Trust Fund consisting of a portion of every municipal and county moving violation and driving under the influence conviction in Palm Beach County; and

WHEREAS, the Palm Beach County share of \$459,254 of the Emergency Medical Services Trust Fund is being returned to the County to improve and expand pre-hospital emergency medical services in the County; and

WHEREAS, the County may reimburse and disburse the funds to licensed emergency medical service providers; and

WHEREAS, various pre-hospital emergency medical service providers have applied to the Palm Beach County Division of Emergency Management, Office of Emergency Medical Services for a share of the County award; and

WHEREAS, the Palm Beach County Emergency Medical Services
Advisory Council and the Division of Emergency Management's Office of
Emergency Medical Services have reviewed the grant award proposal and has
recommended the appropriate awarding and distribution of funding; and

WHEREAS, the agencies requesting a share of the funding have certified that their requests are improvements and expansions of pre-hospital emergency medical services within the County; and

WHEREAS, prior to any disbursement of funds from the County Grant Award Program, each agency authorized to receive funds from the program will provide documentation to the Department of Public Safety, Division of Emergency Management, Office of Emergency Medical Services affirming that they agree to the reimbursement and will permit an audit; and

WHEREAS, the Palm Beach County Emergency Medical Services Grant Award Application is made a part of and attached hereto.

ATTACHMENT 1

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

- The Board of County Commissioners certifies that this Grant Award application and request is an improvement and expansion of the pre-hospital emergency medical services system in Palm Beach County and that fund will not be used to supplant existing County EMS budget applications.
- 2. The County Administrator or his designee is authorized to sign the County Grant Award application.
- The County Administrator or his designee is authorized to sign the EMS Grant Distribution Agreement and the Request for Grant Distribution Advanced Payment.
- The County Administrator or designee is authorized to sign State budget transfer forms for the EMS County Grant Award funds.
- The Manager of the Office of Emergency Medical Services is

designated as the "Authorized	Contact	Person"	pursuant	to	application
requirements.		٠			
The foregoing Resolution was	offered by	y Commis	sioner		
who moved its adoption. The motion				ner	
and upor	n being p	ut to a vot	e, the vote	was	as follows:
Commissioner Burt Aaronson Commissioner Karen T. Marc Commissioner John F. Koons Commissioner Shelley Vana Commissioner Steven L. Abra Commissioner Jess R. Santal Commissioner Priscilla A. Tay The Chairman thereupon deci	us, Vice ( i ims maria rior		n duly pass		and
adopted thisday of _			2010.		
	PALI BY	M BEAC	H COUNT	ry, OF	FLORIDA, COUNTY
	SHA! COM	RON R. PTROLLI	BOCK,	C	LERK &
APPROVED AS TO FORM AND LEGAL SHEEICIENCY By:	Ву:		eputy Cleri	<b>K</b>	

# EMS COUNTY GRANT APPLICATION

### FLORIDA DEPARTMENT OF HEALTH Bureau of Emergency Medical Services

### Complete all items

C Leave this blank) C
1. County Name: Pale Beach County Read County Read County Name:
Business Address: 301 W. Olive Ave. West Palm Beach, FL 33401
TOOL TOTAL MODEL OF STREET
Telephone: 561-355-2001
Federal Tax ID Number (Nine Digit Number). VF 5 9 6 0 0 0 7 8 5
the Significance of the State o
2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal
Printed Name: Vincent I Removed
Position Title: Assistant County Administrator
3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has
reports and may request project changes. The signer and the contact person may be the same.)
Name: Charles Tear
Position Title: physical of Page 1
Position Title: Director of Barryency Management Address: 20 81 Military Trail, Nest Pals Beach, FL 33415
A county west rais books, in 33413
Telephone: 561-712-6321   Fax Number: 561-712-6464
Fax Number: 561-712-6464 E-mail Address: Ctear@phogov.oxy
<ol> <li>Resolution: Attach a current resolution from the Board of County Commissioners cartifying the gran funds will improve and exceed the county are beautiful.</li> </ol>
funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expandifuses.
current levels of county expenditures.
5. Ruringt Complete a hui
5. Budget: Complete a budget page(s) for each organization to which you shall provide funds.  List the organization(s) below. (Lies additional account of the complete or the
List the organization(s) below. (Use additional pages if necessary)
See attrophic Ports Boach Company
See attached "Pala Beach County Ess Award Program 2009-2010"
<u> </u>
, , , , , , , , , , , , , , , , , , ,
N1 6

DH Form 1684, December 2008

64J-1.015, F.A.C.

3

Attachment 2

### BUDGET PAGE

A. Salaries and Benefits:				
			18	33
			The state of the s	n y
	<del></del>			
TOTAL Salaries TOTAL FICA				
Grand total Salaries and FICA		<del></del>		

Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

See Attached Budget	\$459,254
	•

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

Comments of the second of the	
Compared more	
The state of the s	
TOTAL	\$
Grand Total	\$ 459,254
	Y

DH Form 1684, December 2006

### FLORIDA DEPARTMENT OF HEALTH EMS GRANT PROGRAM

# REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(a), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:			
Name of Agency:	Pälm Beach Cou	nty Board of Count	y Commissioners
Mailing Address:	301 North Oliv	e Avenue	
	West Palm Beac	. Florida 33401	
Federal Identification	n number VF 5	-6000785	***************************************
Authorized Official:	Munal S	Donuento	12/1/09
	Signature		Date
	Vincent J. Bony	rento, Assistant Co Type Name and Title	ounty Administrato
Sign	and return this page	with your application to:	
	Florida Departm BEMS Grant	Program	
	4052 Bald Cypres	Way Bin C18	
1	ralianassee, Florid	da 32399-1738	
Do not write below this line	For use by Bureau o	f Emergancy Medical Sc	Odce namenal ask.
Grant Amount For State To	Pay: \$ 459,254	Grant ID: Co	1
Approved By :			
Signatur	e of EMS Grant Office	er ·	
State Fiscal Year: 2009	2010	-	Date
Organization Code E.O. 64-42-10-00-000 05	OCA SF005	<u>Object Code</u> 750000	
Federal Tax ID: VF 5			·
Grant Beginning Date: <u>Feb</u>	ruary 10, 2010 Gr	ant Ending Date: Marc	ch 2011

DH 1767P, December 2008

64J-1.015, F.A.C.

# Department of Health EMS GRANT PROGRAM CHANGE REQUEST

Name of Grantee: Palm Beach County Board of County Commissioners Grant ID Code:

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
FY 2010 Approved Grant	\$ 459,254	\$ 459,254
Unexpended FY 2009 Grant (incl. FY 2009 interest income of \$24,972)		
7071		\$ 237,534
TOTAL	\$ 459,254	\$ 696,788

	TOTAL		
	TOTAL	\$ 459,254	\$ 696,78
iustifi	cation For Change:		
1.	Cation for Change;		
	Line 8101-Contrib-OGA \$19,470. Purchase 3 laptop compute information rather than upon return to base.	ers for Tequesta Fire-Rescue to be used	off-site to report & monitor
2.	Line 8101-Contrib-OGA \$8,671. Purchase a Bariatric patient	transport system & support equipment	for Palm Beach Gardens
3.	Line 8101-Contrib-OGA \$43,880 Durchase & Addition		
4.	Line 8101-Contrib-OGA \$43,880. Purchase 4 video laryngosc Line 8101-Contrib-OGA \$22,470. Purchase 5 carbon monoxic & mehtemoglobia levels in the blood for Riviera Beach Fire-R Line 3401-Contrastul in the blood for Riviera	-a genulyment of incident audie 900019	tery the carboxynemoglobin
5.	Line 3401-Contractual Services Cas con too acres	- Caroner	
6.	Line 3401-Contractual Services \$25,000. PBC DEM "Application for extraction of the country wide benefits for EMS providers and hosp line 3401-Contraction Services."	on 1" funding to be re-allocated to fun	d Narrowband Mandate
0.	countywide benefits for sass assertion. PBC DEM "Application	on 3" funding to be used to fund Narro	Wband Mandate Project with
7.	Line 8201-Contrib-NGA \$25,250. To provide a primary Bariati		The state of the s
	Palm Beach.	ric Course for 15 employees of St. Man	s Hospital located in West
8.	Line 6101-Contrib-OGA \$13.014 Crine the Annual Contribution		,
	staffing of Palm Beach Gardens Fire-Rescue Engine 65 to beco	nedics at Palm Beach Community Colle	ge in order to assist with
9.	Cine SIUI-Contrib-OGA \$19 275 Cumbana a m	and an urea rullities.	
10.	Line 8101-Contrib-OGA \$50,000 Purchase 23 Segway units for	Riviera Beach Fire-Rescue.	
	Line 8101-Contrib-OGA \$50,000. Purchase 27 TRAK gate post from the project and an additional \$16,000 was awarded to the 3401-Contractural Sendent SER and	units for Boynton Beach Fire-Rescue at	ter Lake Worth withdrew
11,	Line 3401-Contractural Sendres CEP and	warder columnity	
	Line 3401-Contractural Services \$68,888. PBC DEM related n allowance authorized by grantor (at 15% of \$459,254 Fy2010 Line 3401-Contractual Services \$68,888.)	ew projects (various) funding from 159	6 Operating Expense
12.	Cine 3401-Contractual Services Care one		
	EMS transport vehicles (County Translation)	ous GildeScope Ranger Video Laryngos	cone Systems to be place on
	THE PARTY OF BALLANCE COMMENTS		Winds they machanically
13.	manage breathing for patients due to trauma or other EMS tra line 3401-Contractual Services \$176,886. Modifications requi frequencies under 512 MHz. This is part 1 of 2 which will be fi	i reasons cannot do it for themselves.	The state of the s
	frequencies under 512 Mus. This is well a Modifications requi	red (Unfunded Mandate) to UHF Radio	Systems operation on
	frequencies under 512 MHz. This is part 1 of 2 which will be for	unded this year with part 2 being funde	ed from FMS Grans for 2012
1-			
	emil K		
Signatu	re of Authorized Official	/	2/16/09
			Date
	For donate-		

Signature of A	Authbrize	ed Official		12/	16/09
					Date
			For departm	ent use only.	
Approved	Yes	☐ No		Change No:	
Department's	Authoriz	ted Represe	entative		
DH 1684C, De			.:. 641.1 045 =	Date	

# Department of Health EMS GRANT PROGRAM EXPENDITURE REPORT

Time Period Covered: Beginning Date:10/01/200	B	End	ing Date: _	09/30/2009	
Earned Interest: Amount \$ 24,972.	as of	09	30	2009	
		Day	Month	Year	
Final Report (Check One): X Yes No					
Major Line Items					TOTAL
Approved Budget Expenditure by Major Line Ite	mele)				IOIAL
Action Contractoral Selvices	1113/37			1	\$86,48
Communication Services				1	5,00
Graphics Charges		٠.		1	10,00
Office Supplies					5,00:
Office Furniture and Equipment					(
Materials/Supplies Operating				1	27,50
Contributions Other Governmental Agencies Contributions Non-Governmental Agencies				ľ	353,699
Pata Processing Equipment				١.	184,71
Fransfer to Fire/Rescue MSTU Fund 1300			•	ı	10,000
					70,55
TOTAL BUDGETED EXPENDITURES					\$752,95
Actual Expenditure to Date by Major Line Item(s			·····		
Sales Could scring 26/AIC62	7			1	
Ommunication Services				l l	\$37,74
Fraphies Charges				1	
Office Supplies				f	. (
Office Furniture and Equipment				· 1	20.000
Materials/Supplies Operating				ł	20,865
Contributions Other Governmental Agencies				1 .	406,233
Contributions Non-Governmental Agencies Data Processing Equipment				- 1	400,233 1
ransfer to Fire/Rescue MSTU Fund 1300				1	Č
The state of the s				Ì	70,554
TOTAL ACTUAL EXPENDITURES					\$535,397
BALANCE (Budgeted Less Actual Expenditures)					
nclude with the progress actual expenditures)					\$217,562
nclude with the progress notes an explonation of how nay impact on the grant progress.	project	person	nel, equipn	nent, and any j	problems or barriers
certify the above seports are					
certify the above reports are true and correct. E eferenced grant.	xpendit	ures w	ere only f	or items allow	ved by the above
Grante					
None I de					1 .
					11.1.
Signature of Authorized Official				12	16/09

DH 1684A, December 2008

64J-1.015, F.A.C

.

10-

### **BOARD OF COUNTY COMMISSIONERS** PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

**ATTACHMENT 3** 

BGEX - 662-121609000000000000603 - 1

FUND 1425 - EMS Public Safety Grants

BGRV - 662-121609000000000000162 - 1

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED @ 12/16/2009	REMAINING BALANCE
EMS State Grant FY2	2010 - Amending Original Budget to Actual Awa	erded Amount						
Revenue		•				ļ		
425-010-0100-6110	Pool Investment Income	10,000	10,000	0	۸	10,000		
425-662-5230-3429	State Grant Other - Public Safety	407,997	407,997	51,257	. 0	459,254		
1425-800-8000-8901	Balance Brought Forward	137,004	137,004	100,530	ň	237,534		
	Total Revenue and Balance	555,001	555,001	151,787	0	706,788		
xpense	•							
425-662-5230-3401	Other Contractual Services	50,000	50,000	151,787	•	204 707	40.070.00	400 547 0
425-662-5230-4101	Communication Services	5,000	5,000	0,,,0,	ŏ	201,787	19,270.00	182,517.0
425-662-5230-4703	Graphics Charges	10,001	10,001	ň	0	5,000		
425-662-5230-5101	Office Supplies	5,001	5,001	ŏ	v	10,001		
425-662-5230-5201	Materials/Supplies Operating	27,501	27,501		v	5,001		
<b>425-662-5230-810</b> 1(	Contributions Other Governmental Agency	300,000	300,000	Ď	v	27,501		
425-662-5230-8201	Contributions Non-Governmental Agencies	157,498	157,498	0	U	300,000	29,196.00	270,804.00
	Total Appropriation and Expenditures	555,001	555,001	151,787	ŏ	157,498 706,788	48,466.00	658,322.0
		***************************************				755,755	40,400.00	000,02E.00
						1	,	
							•	
				·				

PUBLIC SAFETY ADMINISTRATION
INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted

Signatures		Date	
Bun.	Kuje	246/09	

By Board of Cou	inty Commissioners
At Meeting of	

Deputy Clerk to the Board of County Commissioners

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONSER OF PALM BEACH COUNTY UNDER WHICH THE CITY WILL RECEIVE EMERGENCY MEDICAL EQUIPMENT UNDER THE EMERGENCY MEDICAL SERVICES GRANT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Department of Health, Bureau of Emergency Medical Services is authorized to dispense grant funds to improve and expand pre-hospital EMS systems in Palm Beach County; and

WHEREAS, Palm Beach County has procured certain EMS equipment with the grant funds; and

WHEREAS, Palm Beach County desires to grant to the City some of this equipment, specifically, three (3) GlideScope® Ranger Video Laryngoscope Systems for use by the City's Fire/Rescue Department; and

WHEREAS, the City Commission of the City of West Palm Beach desires to accept this grant;

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, that:

- SECTION 1: The City Commission of the City of West Palm Beach hereby accepts the grant of the three (3) GlideScope® Ranger Video Laryngoscope Systems.
- The City Commission of the City of West Palm Beach hereby authorizes the Mayor to execute that Interlocal Agreement between the City of West Palm Beach and the Board of County Commissioners of Palm Beach County regarding this emergency medical services grant (the "Agreement"), in form and substance similar to that attached hereto as Exhibit 1.
- SECTION 3: The Mayor is further authorized to take all actions necessary to comply with the grant requirements.
- Upon execution of three (3) originals by the Mayor, two (2) fully-executed Agreements shall be forwarded to the Fire Chief for forwarding to Palm Beach County. One fully-executed original shall be provided to the City Clerk for retention as a public record.

# **MEMO**



To:

Phillip T. Webb, Fire Chief

From:

Patrice T. Robinson, Deputy Clerk

Date:

October 21, 2010

RE:

**City Commission documents** 

Attached please find a copy of the following City Commission resolution(s) and corresponding original document(s) that were approved at the Regular City Commission Meeting held on October 18, 2010:

1. Commission Resolution No. 370-10 and three (3) related interlocal agreements with the Palm Beach County Board of County Commissioners.

These documents are being forwarded to you for further handling as directed by the resolution(s) listed above. Please refer to Section 4 of the resolution for direction regarding the handling of these documents. Upon execution by the other party, kindly forward one (1) fully executed original agreement to the City Clerk's Office to be maintained as public record.

If you have any questions or concerns, please do not hesitate to contact me at 822-1210.

Thank you for your assistance.

"An Equal Opportunity Employer"

### INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of / 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 <u>City of Boynton Beach</u>, a municipality 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.

### **WITNESSETH**

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (EMS) is authorized by Chapter 40l, Part II, F.S., to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners 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 which 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 three GlideScope® Ranger Video Laryngoscope System 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. N/A
- B. Comply with the reporting requirements identified in Attachment . N/A
- 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. N/A
- 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 COUNTY. Any other charges not properly included on this final invoice are waived by the AGENCY. N/A
- 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 fiscal year (FY 2009) 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:** N/A

A. Review invoices received from the AGENCY pursuant to this Agreement. Invoices will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Upon approval, 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 (\$\_\_\_\_\_) 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/contract monitor during the term of the Agreement shall be Michael Landress whose telephone number is (561) 742-6337.

### **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. All equipment shall be surrendered immediately upon termination of this Agreement.

### 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., 6<sup>th</sup> Floor West Palm Beach, FL 33401

For the AGENCY:

Boynton Beach Fire Rescue Department

2080 Highridge Road Boynton Beach, Fl 33426

### **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 NA

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 coverage's.

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.

### SECTION 20. OFFICE OF THE INSPECTOR GENERAL

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.

SHARON R. BOCK, CLERK & COMPTROLLER	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS		
By:	By: Well Someth		
Deputy Clerk	Vincent J. Bonvento Assistant County Administrator/ Director of Public Safety		
ATTEST:	AGENCY		
By: Agency Attorney	By: Agency Representative		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	KURT BRESSNER CITY MANAGER BOYNTON BEACH, FL		

### 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 3 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.

# The City of Boynton Beach



City Clerk's Office 100 E BOYNTON BEACH BLVD BOYNTON BEACH FL 33435 (561) 742-6060 FAX: (561) 742-6090

e-mail: prainitoj@bbfl.us www.boynton-beach.org

# **MEMORANDUM**

TO:

Michael Landress

Boynton Beach Fire & Rescue

FROM:

Janet M. Prainito, MMC

City Clerk

anet M. Prainito

DATE:

December 16, 2010

**SUBJECT:** 

R10-175 Interlocal Agreement for Grant Funds to Improve and

**Expand Pre-Hospital EMS Systems in the County** 

Attached for your handling are three (3) originals for the agreement mentioned above. Once the documents have been executed, please return one original to the City Clerk's Office for Central File.

Please contact me if there are any questions. Thank you.

Attachments (3 Agreements)

C: Central File

S:\CC\WP\AFTER COMMISSION\Departmental Transmittals\2010\Michael Landress R10-175.doc

America's Gateway to the Gulfstream