



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

| Fiscal Years                                   | <u>2011</u> | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|--|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures                           |             |             |             |             |             |
| Operating Costs                                | \$130,065   |             |             |             |             |
| External Revenues                              | (\$130,065) |             |             |             |             |
| Program Income (County)                        |             |             |             |             |             |
| In-Kind Match (County)                         |             |             |             |             |             |
| <b>Net Fiscal Impact</b>                       | <u>0</u>    |             |             |             |             |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | <u>0</u>    |             | <u>0</u>    |             |             |

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account Exp No: Fund 1425 Department 662 Unit 5230 Object var  
 Rev No: Fund 1425 Department 662 Unit 5230 Rev.Source 3429

**B. Recommended Sources of Funds / Summary of Fiscal Impact:**  
 Fund: EMS Award Grant Program  
 Unit: EMS Public Safety Grants

**C. Departmental Fiscal Review:** Stephanie Sepioha

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

[Signature] 2/1/11  
 OFMB  
 2/9/11

[Signature] 2/10/11  
 Contract Administration  
 E. Jones 2/10/11

**B. Legal Sufficiency:**  
[Signature] 2/14/11  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of 15 day of October, 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 Boca Raton, 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 401, 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 four 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 (\$ 0) 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. *33 110*

**SECTION 4. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect on October 1, 2009 and shall continue in full force and effect up to and including September 30, 2010 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 *TMO*

## **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**





**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





**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.

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

1. 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.
3. The County Administrator or his designee is authorized to sign the EMS Grant Distribution Agreement and the Request for Grant Distribution Advanced Payment.
4. 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.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|  |       |
|--|-------|
| Commissioner Burt Aaronson, Chair        | _____ |
| Commissioner Karen T. Marcus, Vice Chair | _____ |
| Commissioner John F. Koons               | _____ |
| Commissioner Shelley Vana                | _____ |
| Commissioner Steven L. Abrams            | _____ |
| Commissioner Jess R. Santamaria          | _____ |
| Commissioner Priscilla A. Taylor         | _____ |

The Chairman thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

SHARON R. BOCK, CLERK &  
COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

**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 blank) <b>C</b>  |  |
| 1. County Name: <u>Palm Beach County Board of County Commissioners</u><br>Business Address: <u>301 W. Olive Ave. West Palm Beach, FL 33401</u>   |  |
| Telephone: <u>561-355-2001</u><br>Federal Tax ID Number (Nine Digit Number): <u>VF 5 9 6 0 0 0 7 8 5</u>   |  |
| 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 conditions outlined in the Florida EMS County Grant Application.<br>Signature: <u><i>Vincent J. Bonvento</i></u> Date: <u>12/17/09</u><br>Printed Name: <u>Vincent J. Bonvento</u><br>Position Title: <u>Assistant County Administrator</u> |  |
| 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.)<br>Name: <u>Charles Tear</u><br>Position Title: <u>Director of Emergency Management</u><br>Address: <u>20 S. Military Trail, West Palm Beach, FL 33415</u>   |  |
| Telephone: <u>561-712-6321</u> Fax Number: <u>561-712-6464</u><br>E-mail Address: <u>Ctear@pbcgov.org</u>  |  |
| 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.  |  |
| 5. 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)<br><u>See attached "Palm Beach County EMS Award Program 2009-2010"</u>  |  |





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: Palm Beach County Board of County Commissioners

Mailing Address: 301 North Olive Avenue

West Palm Beach, Florida 33401

Federal Identification number VF 59-6000785

Authorized Official: Vincent J. Bonvento 12/11/09  
Signature Date

Vincent J. Bonvento, Assistant County Administrator  
Type Name and Title

Sign and return this page with your application to:

Florida Department of Health  
BEMS Grant Program  
4052 Bald Cypress Way, Bin C18  
Tallahassee, Florida 32399-1738

**Do not write below this line. For use by Bureau of Emergency Medical Services personnel only**

Grant Amount For State To Pay: \$ 459,254 Grant ID: Code: \_\_\_\_\_

Approved By : \_\_\_\_\_  
Signature of EMS Grant Officer Date

State Fiscal Year: 2009 - 2010

Organization Code 64-42-10-00-000 E.O. 05 OCA SF005 Object Code 750000

Federal Tax ID: VF 5 9 6 0 0 0 7 8 5

Grant Beginning Date: February 10, 2010 Grant Ending Date: March 2011

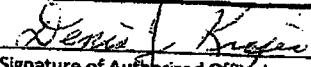
**Department of Health  
EMS GRANT PROGRAM CHANGE REQUEST**

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        |
| <b>TOTAL</b>   | <b>\$ 459,254</b> | <b>\$ 696,788</b> |

**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.
2. Line 8101-Contrib-OGA \$8,671. Purchase a Bariatric patient transport system & support equipment for Palm Beach Gardens Fire-Rescue.
3. Line 8101-Contrib-OGA \$49,880. Purchase 4 video laryngoscope ranger single use systems for Town of Palm Beach Fire-Rescue.
4. Line 8101-Contrib-OGA \$22,470. Purchase 6 carbon monoxide dosimeters to measure more accurately the carboxyhemoglobin & mehtemoglobin levels in the blood for Riviera Beach Fire-Rescue.
5. 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.
6. 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.
7. 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 \$30,000. 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-Contractual 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-Contractual 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.

|  |                           |
|--|---------------------------|
| <br>_____<br>Signature of Authorized Official | _____<br>12/16/09<br>Date |
|--|---------------------------|

*For department use only.*

Approved Yes  No

Change No: \_\_\_\_\_

Department's Authorized Representative

Date

DH 1684C, December 2008 64J-1.015, F.A.C

**Department of Health  
EMS GRANT PROGRAM EXPENDITURE REPORT**

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

Time Period Covered: Beginning Date: 10/01/2008 Ending Date: 09/30/2009

Earned Interest: Amount \$ 24,972. ; as of 09 30 2009  
Day Month Year

Final Report (Check One):  Yes  No


| Major Line Items   | TOTAL            |
|--|------------------|
| <b>Approved Budget Expenditure by Major Line Item(s)</b> |                  |
| Other Contractual Services                               | \$86,485         |
| Communication Services                                   | 5,000            |
| Graphics Charges   | 10,001           |
| Office Supplies  | 5,001            |
| Office Furniture and Equipment                           | 0                |
| Materials/Supplies Operating                             | 27,501           |
| Contributions Other Governmental Agencies                | 353,699          |
| Contributions Non-Governmental Agencies                  | 184,718          |
| Data Processing Equipment                                | 10,000           |
| Transfer to Fire/Rescue MSTU Fund 1300                   | 70,554           |
| <b>TOTAL BUDGETED EXPENDITURES</b>                       | <b>\$752,959</b> |

|   |                  |
|---|------------------|
| <b>Actual Expenditure to Date by Major Line Item(s)</b> |                  |
| Other Contractual Services                              | \$37,747         |
| Communication Services                                  | 0                |
| Graphics Charges  | 0                |
| Office Supplies   | 0                |
| Office Furniture and Equipment                          | 20,865           |
| Materials/Supplies Operating                            | 0                |
| Contributions Other Governmental Agencies               | 406,231          |
| Contributions Non-Governmental Agencies                 | 0                |
| Data Processing Equipment                               | 0                |
| Transfer to Fire/Rescue MSTU Fund 1300                  | 70,554           |
| <b>TOTAL ACTUAL EXPENDITURES</b>                        | <b>\$535,397</b> |

|  |                  |
|--|------------------|
| <b>BALANCE (Budgeted Less Actual Expenditures)</b> | <b>\$217,562</b> |
|--|------------------|

*Include with the progress notes an explanation of how project personnel, equipment, and any problems or barriers may impact on the grant progress.*

I certify the above reports are true and correct. Expenditures were only for items allowed by the above referenced grant.

  
 \_\_\_\_\_  
 Signature of Authorized Official

12/16/09  
 Date

10-

**ATTACHMENT 3**

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

Page 1 of 1 pages

BGEX - 662- 12160900000000000603 - 1  
BGRV - 662- 12160900000000000162 - 1

FUND 1425 - EMS Public Safety Grants

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 FY2010 - Amending Original Budget to Actual Awarded Amount |   |                 |                |                |          |                 |                                   |                   |
| <b>Revenue</b>   |   |                 |                |                |          |                 |                                   |                   |
| 1425-010-0100-6110   | Pool investment income                      | 10,000          | 10,000         | 0              | 0        | 10,000          |                                   |                   |
| 1425-662-5230-3429   | 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        | 0        | 237,534         |                                   |                   |
|  | <b>Total Revenue and Balance</b>            | <b>555,001</b>  | <b>555,001</b> | <b>151,787</b> | <b>0</b> | <b>706,788</b>  |                                   |                   |
| <b>Expense</b>   |   |                 |                |                |          |                 |                                   |                   |
| 1425-662-5230-3401   | Other Contractual Services                  | 50,000          | 50,000         | 151,787        | 0        | 201,787         | 19,270.00                         | 182,517.00        |
| 1425-662-5230-4101   | Communication Services                      | 5,000           | 5,000          | 0              | 0        | 5,000           |                                   |                   |
| 1425-662-5230-4703   | Graphics Charges                            | 10,001          | 10,001         | 0              | 0        | 10,001          |                                   |                   |
| 1425-662-5230-5101   | Office Supplies                             | 5,001           | 5,001          | 0              | 0        | 5,001           |                                   |                   |
| 1425-662-5230-5201   | Materials/Supplies Operating                | 27,501          | 27,501         | 0              | 0        | 27,501          |                                   |                   |
| 1425-662-5230-8101   | Contributions Other Governmental Agency     | 300,000         | 300,000        | 0              | 0        | 300,000         | 29,196.00                         | 270,804.00        |
| 1425-662-5230-8201   | Contributions Non-Governmental Agencies     | 157,498         | 157,498        | 0              | 0        | 157,498         |                                   |                   |
|  | <b>Total Appropriation and Expenditures</b> | <b>555,001</b>  | <b>555,001</b> | <b>151,787</b> | <b>0</b> | <b>706,788</b>  | <b>48,466.00</b>                  | <b>658,322.00</b> |

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

Signatures \_\_\_\_\_ Date 12/16/09

By Board of County Commissioners  
At Meeting of \_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of 18 day of November 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 401, 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 (\$ ~~0~~ ~~700~~) 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 Keith Bryer whose telephone number is (561) 799-7312.

**SECTION 4. EFFECTIVE DATE/TERMINATION**

This Agreement shall take effect on October 1, 2009 and shall continue in full force and effect up to and including September 30, 2010 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**

By: \_\_\_\_\_ N/A  
Deputy Clerk

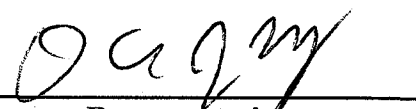
**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

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

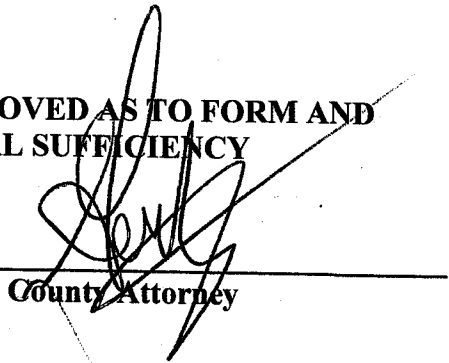
**ATTEST:**

By:   
Agency Attorney

**AGENCY**

By:   
Agency Representative

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By:   
County 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.

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**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) GLIDESCOPIES® 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.

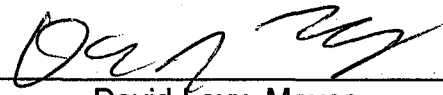
1           **SECTION 2.** The City Council of the City of Palm Beach Gardens hereby approves  
2 the Interlocal Agreement with the Palm Beach County Board of County Commissioners to  
3 receive three (3) GlideScopes® through the County's EMS Grant Award program, and  
4 authorizes the Mayor to execute such Interlocal Agreement.  
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6           **SECTION 3.** This Resolution shall become effective immediately upon adoption.  
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PASSED AND ADOPTED this 18<sup>th</sup> day of NOVEMBER, 2010.

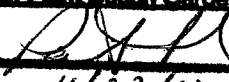
CITY OF PALM BEACH GARDENS, FLORIDA

BY:   
David Levy, Mayor

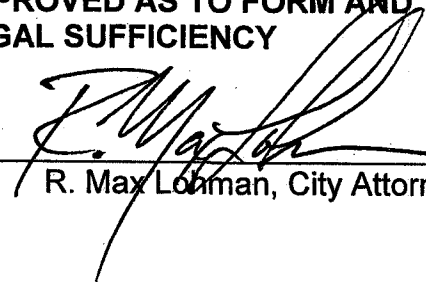
ATTEST:

BY:   
Patricia Snider, CMC, City Clerk

Patricia Snider City Clerk  
of the City of Palm Beach Gardens  
do hereby certify that this is a true copy  
as taken from the Official records of the  
City of Palm Beach Gardens.

City Clerk:   
Date: 11/22/10

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
R. Max Lowman, City Attorney

VOTE:

AYE NAY ABSENT

|                       |          |            |            |
|-----------------------|----------|------------|------------|
| MAYOR LEVY            | <u>✓</u> | <u>   </u> | <u>   </u> |
| VICE MAYOR PREMURROSO | <u>✓</u> | <u>   </u> | <u>   </u> |
| COUNCILMEMBER RUSSO   | <u>✓</u> | <u>   </u> | <u>   </u> |
| COUNCILMEMBER JABLIN  | <u>✓</u> | <u>   </u> | <u>   </u> |
| COUNCILMEMBER TINSLEY | <u>✓</u> | <u>   </u> | <u>   </u> |







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

**DATE:** November 22, 2010

**TO:** Palm Beach County Emergency Management  
20 S. Military Trail  
West Palm Beach, FL 33415  
Attn: Sally Waite, EMS Manager

**Re: Resolution 86, 2010. Interlocal Agreement with the Palm Beach County Board of County Commissioners to receive three (3) Glidescopes through a EMS Grant.**

- |   |  |
|---|--|
| <input type="checkbox"/> For Your Records         | <input type="checkbox"/> For Recording                           |
| <input type="checkbox"/> As Requested             | <input type="checkbox"/> Returned for Corrections                |
| <input type="checkbox"/> For Review and Signature | <input checked="" type="checkbox"/> Other: To complete Agreement |

Signed \_\_\_\_\_

Patricia Snider, CMC, City Clerk

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**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) GLIDESCOPIES® 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.

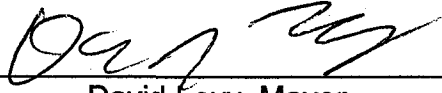
1           **SECTION 2.** The City Council of the City of Palm Beach Gardens hereby approves  
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PASSED AND ADOPTED this 18<sup>th</sup> day of NOVEMBER, 2010.

CITY OF PALM BEACH GARDENS, FLORIDA

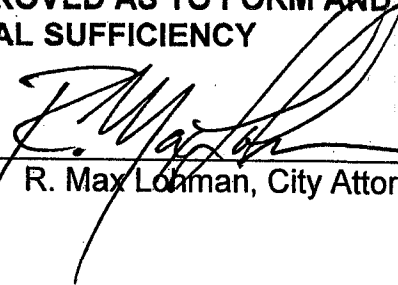
BY:   
David Levy, Mayor

ATTEST:

BY:   
Patricia Snider, CMC, City Clerk

Patricia Snider City Clerk  
of the City of Palm Beach Gardens  
do hereby certify that this is a true copy  
as taken from the Official records of the  
City of Palm Beach Gardens.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
R. Max Lohman, City Attorney

City Clerk:   
Date: 11/22/10

VOTE:

AYE   NAY   ABSENT

|                       |          |            |            |
|-----------------------|----------|------------|------------|
| MAYOR LEVY            | <u>✓</u> | <u>   </u> | <u>   </u> |
| VICE MAYOR PREMURROSO | <u>✓</u> | <u>   </u> | <u>   </u> |
| COUNCILMEMBER RUSSO   | <u>✓</u> | <u>   </u> | <u>   </u> |
| COUNCILMEMBER JABLIN  | <u>✓</u> | <u>   </u> | <u>   </u> |
| COUNCILMEMBER TINSLEY | <u>✓</u> | <u>   </u> | <u>   </u> |



Res 370-10

WPB No. 09834

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of 15 day of Oct, 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 401, 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
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- 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 (\$ Ø ) 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, 2009 and shall continue in full force and effect up to and including September 30, 2010 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.

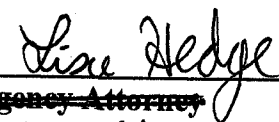
SHARON R. BOCK, CLERK &  
COMPTROLLER

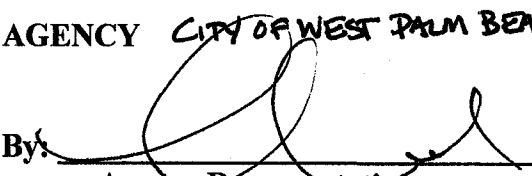
By: \_\_\_\_\_  
Deputy Clerk

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

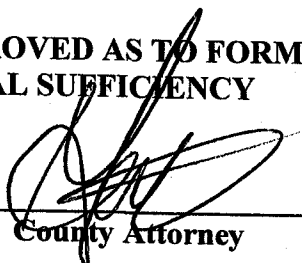
By:   
Vincent J. Bonvento  
Assistant County Administrator/  
Director of Public Safety

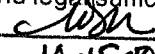
ATTEST:

By:   
~~Agency Attorney~~  
DEPUTY CITY CLERK

AGENCY CITY OF WEST PALM BEACH  
By:   
Agency Representative  
Mayor Lois J. Frankel

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

CITY ATTORNEY'S OFFICE  
Approved as to form  
and legal sufficiency  
By:   
Date: 10-15-10

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.



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

| Fiscal Years             | 2010      | 2011 | 2012 | 2013 | 2014 |
|--------------------------|-----------|------|------|------|------|
| Capital Expenditures     |           |      |      |      |      |
| Operating Costs          | 696,788   |      |      |      |      |
| External Revenues        | (696,788) |      |      |      |      |
| Program Income (County)  |           |      |      |      |      |
| In-Kind Match (County)   |           |      |      |      |      |
| <b>Net Fiscal Impact</b> | <b>0</b>  |      |      |      |      |

# ADDITIONAL FTE POSITIONS (Cumulative) 0

Is Item Included in Current Budget? Yes  No   
 Budget Account No.: Fund 1425 Department 662 Unit 5230 Object various Prog  
 Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object various Prog

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 The \$696,788 includes unspent grant funds of \$237,534 FY 2009 of which \$24,972 was interest income. Grant funding comes from the State of Florida, Department of Emergency Management, Medical Services Trust Fund.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

OFMB *[Signature]* 12/28/09 Contract Administration *[Signature]* 12/29/09  
88 12/22/09 12-17-09

**B. Legal Sufficiency:**

*[Signature]* 12/29/09  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

RESOLUTION NO. R-2010-\_\_\_\_\_

**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.

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

1. 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.
3. The County Administrator or his designee is authorized to sign the EMS Grant Distribution Agreement and the Request for Grant Distribution Advanced Payment.
4. 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.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|  |       |
|--|-------|
| Commissioner Burt Aaronson, Chair        | _____ |
| Commissioner Karen T. Marcus, Vice Chair | _____ |
| Commissioner John F. Koons               | _____ |
| Commissioner Shelley Vana                | _____ |
| Commissioner Steven L. Abrams            | _____ |
| Commissioner Jess R. Santamaria          | _____ |
| Commissioner Priscilla A. Taylor         | _____ |

The Chairman thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

SHARON R. BOCK, CLERK &  
COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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



**EMS COUNTY GRANT APPLICATION**

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

Complete all items

|   |
|---|
| <b>ID Code</b> (The State Bureau of EMS will assign the ID Code - leave this blank) <b>C</b>  |
| <b>1. County Name:</b> Palm Beach County Board of County Commissioners  |
| <b>Business Address:</b> 301 N. Olive Ave. West Palm Beach, FL 33401  |
| <b>Telephone:</b> 561-355-2001  |
| <b>Federal Tax ID Number (Nine Digit Number):</b> VF 5 9 6 0 0 0 7 8 5  |
| <b>2. Certification:</b> (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 conditions outlined in the Florida EMS County Grant Application.<br><b>Signature:</b> <i>Vincent J. Bonvento</i> <b>Date:</b> 12/17/09<br><b>Printed Name:</b> Vincent J. Bonvento<br><b>Position Title:</b> Assistant County Administrator |
| <b>3. Contact Person:</b> (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.)<br><b>Name:</b> Charles Tear<br><b>Position Title:</b> Director of Emergency Management<br><b>Address:</b> 20 S. Military Trail, West Palm Beach, FL 33415<br><b>Telephone:</b> 561-712-6321 <b>Fax Number:</b> 561-712-6464<br><b>E-mail Address:</b> Ctair@pb.gov.org    |
| <b>4. Resolution:</b> 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.  |
| <b>5. Budget:</b> Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)<br>See attached "Palm Beach County EMS Award Program 2009-2010"   |



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: Palm Beach County Board of County Commissioners

Mailing Address: 301 North Olive Avenue

West Palm Beach, Florida 33401

Federal Identification number: VF 59-6000785

Authorized Official: Vincent J. Bonvento 12/10/09  
Signature Date

Vincent J. Bonvento, Assistant County Administrator  
Type Name and Title

Sign and return this page with your application to:

Florida Department of Health  
BEMS Grant Program  
4052 Bald Cypress Way, Bin C18  
Tallahassee, Florida 32399-1738

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: \$ 459,254 Grant ID: Code: \_\_\_\_\_

Approved By : \_\_\_\_\_  
Signature of EMS Grant Officer Date

State Fiscal Year: 2009 - 2010

Organization Code E.O. OCA Object Code  
64-42-10-00-000 05 SF005 750000

Federal Tax ID: VF 5 9 6 0 0 0 7 8 5

Grant Beginning Date: February 10, 2010 Grant Ending Date: March 2011

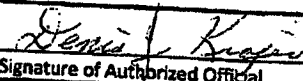
**Department of Health  
EMS GRANT PROGRAM CHANGE REQUEST**

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        |
| <b>TOTAL</b>   | <b>\$ 459,254</b> | <b>\$ 696,788</b> |

**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.
2. Line 8101-Contrib-OGA \$8,671. Purchase a Bariatric patient transport system & support equipment for Palm Beach Gardens Fire-Rescue.
3. Line 8101-Contrib-OGA \$43,880. Purchase 4 video laryngoscope ranger single use systems for Town of Palm Beach Fire-Rescue.
4. Line 8101-Contrib-OGA \$22,470. Purchase 6 carbon monoxide dosimeters to measure more accurately the carboxyhemoglobin & methemoglobin levels in the blood for Riviera Beach Fire-Rescue.
5. 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.
6. 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.
7. Line 8201-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-Contractual 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-Contractual Services \$214,988. Purchase of numerous GlideScope Ranger Video Laryngoscope Systems to be placed 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.

  
 Signature of Authorized Official \_\_\_\_\_ Date 12/16/09

*For department use only.*

Approved Yes  No

Change No: \_\_\_\_\_

Department's Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

DH 1684C, December 2008 64J-1.015, F.A.C

**Department of Health  
EMS GRANT PROGRAM EXPENDITURE REPORT**

Name of Grantee: Palm Beach County Board of County Commissioners Grant ID Code: \_\_\_\_\_  
 Time Period Covered: Beginning Date: 10/01/2008 Ending Date: 09/30/2009  
 Earned Interest: Amount \$ 24,972.; as of 09 30 2009  
Day Month Year

Final Report (Check One):  Yes  No

| Major Line Items   | TOTAL            |
|--|------------------|
| <b>Approved Budget Expenditure by Major Line Item(s)</b> |                  |
| Other Contractual Services                               | \$86,485         |
| Communication Services                                   | 5,000            |
| Graphics Charges   | 10,001           |
| Office Supplies  | 5,001            |
| Office Furniture and Equipment                           | 0                |
| Materials/Supplies Operating                             | 27,501           |
| Contributions Other Governmental Agencies                | 353,699          |
| Contributions Non-Governmental Agencies                  | 184,718          |
| Data Processing Equipment                                | 10,000           |
| Transfer to Fire/Rescue MSTU Fund 1300                   | 70,554           |
| <b>TOTAL BUDGETED EXPENDITURES</b>                       | <b>\$752,959</b> |

|   |                  |
|---|------------------|
| <b>Actual Expenditure to Date by Major Line Item(s)</b> |                  |
| Other Contractual Services                              | \$97,747         |
| Communication Services                                  | 0                |
| Graphics Charges  | 0                |
| Office Supplies   | 0                |
| Office Furniture and Equipment                          | 0                |
| Materials/Supplies Operating                            | 20,865           |
| Contributions Other Governmental Agencies               | 0                |
| Contributions Non-Governmental Agencies                 | 406,231          |
| Data Processing Equipment                               | 0                |
| Transfer to Fire/Rescue MSTU Fund 1300                  | 70,554           |
| <b>TOTAL ACTUAL EXPENDITURES</b>                        | <b>\$535,397</b> |

|  |                  |
|--|------------------|
| <b>BALANCE (Budgeted Less Actual Expenditures)</b> | <b>\$217,562</b> |
|--|------------------|

*Include with the progress notes an explanation of how project personnel, equipment, and any problems or barriers may impact on the grant progress.*

I certify the above reports are true and correct. Expenditures were only for items allowed by the above referenced grant.

  
 \_\_\_\_\_  
 Signature of Authorized Official

12/16/09  
 \_\_\_\_\_  
 Date

10-

**ATTACHMENT 3**

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

Page 1 of 1 pages

BGEX - 662-1216090000000000603 - 1

BGRV - 662-1216090000000000162 - 1

FUND 1425 - EMS Public Safety Grants

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 FY2010 - Amending Original Budget to Actual Awarded Amount |   |                 |                |                |          |                 |                                   |                   |
| <b>Revenue</b>   |   |                 |                |                |          |                 |                                   |                   |
| 1425-010-0100-6110   | Pool Investment Income                      | 10,000          | 10,000         | 0              | 0        | 10,000          |                                   |                   |
| 1425-662-5230-3429   | 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        | 0        | 237,534         |                                   |                   |
|  | <b>Total Revenue and Balance</b>            | <b>555,001</b>  | <b>555,001</b> | <b>151,787</b> | <b>0</b> | <b>706,788</b>  |                                   |                   |
| <b>Expense</b>   |   |                 |                |                |          |                 |                                   |                   |
| 1425-662-5230-3401   | Other Contractual Services                  | 50,000          | 50,000         | 151,787        | 0        | 201,787         | 19,270.00                         | 182,517.00        |
| 1425-662-5230-4101   | Communication Services                      | 5,000           | 5,000          | 0              | 0        | 5,000           |                                   |                   |
| 1425-662-5230-4703   | Graphics Charges                            | 10,001          | 10,001         | 0              | 0        | 10,001          |                                   |                   |
| 1425-662-5230-5101   | Office Supplies                             | 5,001           | 5,001          | 0              | 0        | 5,001           |                                   |                   |
| 1425-662-5230-5201   | Materials/Supplies Operating                | 27,501          | 27,501         | 0              | 0        | 27,501          |                                   |                   |
| 1425-662-5230-8101   | Contributions Other Governmental Agency     | 300,000         | 300,000        | 0              | 0        | 300,000         | 29,196.00                         | 270,804.00        |
| 1425-662-5230-8201   | Contributions Non-Governmental Agencies     | 157,498         | 157,498        | 0              | 0        | 157,498         |                                   |                   |
|  | <b>Total Appropriation and Expenditures</b> | <b>555,001</b>  | <b>555,001</b> | <b>151,787</b> | <b>0</b> | <b>706,788</b>  | <b>48,466.00</b>                  | <b>658,322.00</b> |

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

Signatures \_\_\_\_\_ Date 12/16/09

By Board of County Commissioners  
At Meeting of \_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners

RESOLUTION NO. 370-10

**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 COMMISSIONERS 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.

**SECTION 2:** 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.

**SECTION 4:** 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



City Clerk

**To:** Phillip T. Webb, Fire Chief  
**From:** Patrice T. Robinson, Deputy Clerk *PT*  
**Date:** October 21, 2010  
**RE:** City Commission documents

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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 15 day of Oct, \_\_\_ 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 Boynton 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 401, 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 (\$ 0) 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 October 1, 2007 and shall continue in full force and effect up to and including September 30, 2010 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 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.

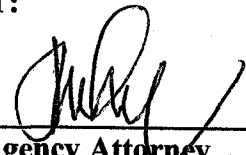
**SHARON R. BOCK, CLERK &  
COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

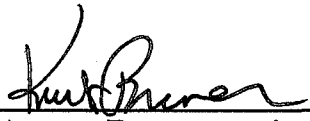
**PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

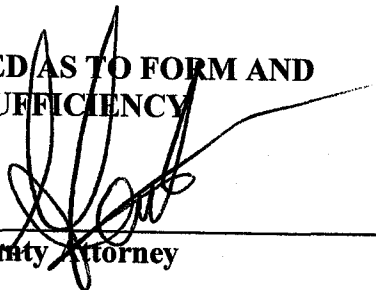
**ATTEST:**

By:   
Agency Attorney

**AGENCY**

By:   
Agency Representative

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
County Attorney

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

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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

DATE: December 16, 2010

SUBJECT: **R10-175 Interlocal Agreement for Grant Funds to Improve and Expand Pre-Hospital EMS Systems in the County**

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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.

Handwritten signature of Janet M. Prainito, underlined.

Attachments  
(3 Agreements)

C: Central File

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

*America's Gateway to the Gulfstream*