

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

Budget Account No.: Fund 1300 Dept 440 Unit 4230 Object 3401

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

The \$10,000 annual obligation will be funded through the Fire Rescue MSTU.

C. Departmental Fiscal Review: Michael Matz

III. REVIEW COMMENTS

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

[Signature] 4/26/2011
 OFMB ^{VA} 4/28/11 2/28/11

[Signature] 4/27/11
 Contract Dev. and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 4/28/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**INTERLOCAL AGREEMENT
BY AND BETWEEN THE TOWN OF LAKE CLARKE SHORES AND PALM BEACH
COUNTY FOR FUNDING OF FIRST RESPONDER TRAINING**

THIS INTERLOCAL AGREEMENT, is made and entered into this ____ day of _____, 2011, effective retroactively from October 1, 2010, by and between the TOWN OF LAKE CLARKE SHORES, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter the "Town") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners.

WITNESSETH

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 to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Palm Beach County Code Chapter 26, Division 3, as may be amended, established the Fire/Rescue Municipal Service Taxing Unit (the "MSTU") as a mechanism to provide and fund fire protection and emergency medical services; and

WHEREAS, the Town opted into the MSTU to receive fire protection and emergency medical services from the County; and

WHEREAS, the Town's police department is a first responder agency which provides first response medical aid at emergency scenes within the Town; and

WHEREAS, the Town desires to enhance the level of its first responder services by having its first responder personnel trained and certified as Emergency Medical Technicians ("EMT"s); and

WHEREAS, the County has determined that such an enhanced level of first responder services by the Town will benefit the MSTU by supplementing and enhancing the County's provision of emergency medical services and patient care therein, and thereby promote the public health, safety and welfare; and

WHEREAS, the County therefore desires to provide partial funding to the Town to offset the cost of said training.

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

SECTION 1. INCORPORATION OF FACTS

The facts set forth above in the preamble to this Agreement are true and correct.

SECTION 2. PURPOSE

The purpose of this Agreement is for the County to provide partial funding for the Town to provide EMT training, certification, and related equipment for its first responder personnel. The Town shall cooperate with the County to insure that the first responder services provided by Town are coordinated with the fire-rescue services provided by the County.

SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR

The County's representative and contract monitor during the term of this Agreement shall be the Fire-Rescue Administrator whose telephone number is 561-616-7000. The Town's representative and contract monitor during the term of this Agreement shall be the Town Administrator whose telephone number is 561-964-1515.

SECTION 4. COUNTY RESPONSIBILITIES

A. Funding

The County shall provide funding to the Town, not-to-exceed \$10,000 annually, as a partial off-set of the Town's cost of providing EMT training, certification, and related equipment for its first responder personnel.

B. Training

To the extent available, permitted by law and authorized by the Palm Beach County Fire-Rescue Medical Director, the County shall provide the Town's first responder EMT personnel with access to the County's existing in-house training relating to first responder services.

SECTION 5. TOWN RESPONSIBILITIES

First Responder Training and Services

The Town shall have its first responder personnel trained and certified as EMTs through an authorized EMT training program and in compliance with Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, and any other applicable laws and regulations. The Town shall ensure that its first responder personnel maintain their EMT certification and qualifications through any and all necessary continuing education, recertification, and any other applicable requirements.

The Town agrees that its certified EMT first responder personnel shall respond to fire and rescue calls within the Town as first responders. The funding provided by the County under this Agreement shall be used by the Town solely to offset the cost of EMT training, certification, and

related equipment for the Town's first responder personnel. The Town shall comply with all applicable laws, regulations and standards in providing the first responder services contemplated hereunder. The Town shall be solely responsible for determining what training, equipment, approvals, licenses, certifications and/or other authorizations are necessary for the Town to provide the first responder EMT services contemplated hereunder and for obtaining same. Furthermore, the Town shall be solely responsible and liable for its provision of first responder services and for its first responder personnel, including training. The County shall not be deemed to assume any responsibility or liability whatsoever for the Town's first responder services and/or personnel, including its EMT services, personnel and/or training.

SECTION 6. PAYMENTS/INVOICING

The County shall reimburse the Town for actual costs paid by the Town to provide EMT training, certification, and related equipment for its first responder personnel, in an amount not-to-exceed Ten Thousand Dollars (\$10,000.00) for each year of this Agreement. The Town shall invoice the County for reimbursement of actual costs paid by the Town for such EMT training, certification and equipment. The Town shall provide the County with sufficient documentation to evidence the EMT training, certification, and related equipment received by the Town and its first responder personnel, and the actual amounts paid by the Town for such training, certification, and equipment. Before June 30, 2011, the Town shall provide an invoice and documentation for the period October 1, 2010 through March 31, 2011. Thereafter, for each quarter ending (June 30, September 30, December 31, and March 31), the Town shall invoice and provide documentation to the County within 15 days of the quarter ending date.

Invoices received from the Town pursuant to this Agreement will be reviewed by the County's representative to verify the sufficiency of the documentation provided. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County representative's approval.

SECTION 7. ANNUAL APPROPRIATION

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year, and is subject to any budgetary limitations imposed by law.

SECTION 8. TERM and TERMINATION

This Agreement shall be effective retroactively from October 1, 2010 and continue through September 30, 2017. Either party may terminate this Agreement without cause upon sixty (60) days

advance written notice to the other party, and without any recourse or recovery against the terminating party due to such termination. Either party may terminate this Agreement upon breach by the other party of any term or condition herein if such breach is not cured within thirty (30) days of written notice thereof to the breaching party. Notwithstanding anything herein to the contrary, should the Town's inclusion in the County's Fire-Rescue MSTU be terminated for any reason, then this Agreement shall be terminated immediately upon such occurrence.

SECTION 9. RELATIONSHIP OF EMPLOYEES

This Agreement does not, and shall not be construed to, make any officer or employee of County an officer or employee of the Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of County for any purpose whatsoever. Any and all personnel and labor issues that might arise in relation to the Town's first responder personnel, including their training, shall be the sole responsibility of the Town. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

SECTION 10. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party, including its officers and employees, or for any third party. Each party shall be responsible for its own negligence. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

SECTION 11. ASSIGNMENT OF RIGHTS

Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

SECTION 12. RECORDS RETENTION

The County and Town shall maintain all records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with all applicable laws and regulations, including Florida's public records law.

SECTION 13. AMENDMENTS

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

SECTION 14. FILING

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

SECTION 15. INDEMNIFICATION

Each party shall be liable for its own actions and negligence. To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the Town's negligence in connection with this Agreement, including but not limited to negligent training, supervision, and operations relating to the Town's EMT first responder personnel and/or services. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the Town to indemnify the County for the County's negligent, willful or intentional acts or omissions.

SECTION 16. GOVERNMENTAL POWERS

The parties understand, acknowledge and agree that nothing contained herein shall be construed in any way to contract away, delegate, or otherwise limit the parties' respective legislative and police powers. Notwithstanding anything contained in this Agreement, the ultimate authority over the provision of first responder and fire-rescue services to the Town shall remain with the Town, including training of the Town's first responder personnel.

The parties acknowledge that this Agreement is an Interlocal agreement under Chapter 163, Florida Statutes, and shall not constitute a transfer of powers or functions in anyway whatsoever. Each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of any such Interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, City or Town officials.

SECTION 17. ENFORCEMENT COSTS

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

SECTION 18. NOTICE

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance, to the following:

As to the County:	As to Town:
Fire-Rescue Administrator	Town Administrator
Palm Beach County Fire-Rescue	Town of Lake Clarke Shores
405 Pike Road	1701 Barbados Road
West Palm Beach, FL 33411	West Palm Beach, FL 33406

SECTION 19. 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 this Agreement shall 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 hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 20. CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the terms of this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

SECTION 21. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 22. EQUAL OPPORTUNITY

Each party warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity or expression; and that no person shall, based on any of said grounds, be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of this Agreement.

SECTION 23. CAPTIONS

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

SECTION 24. SEVERABILITY

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

SECTION 25. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, or employee of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Town.

SECTION 26. 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 Town, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Violations of Ordinance 2009-049 are punishable as provided for therein.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Agreement on the date first written above.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


APPROVED AS TO TERMS AND
CONDITIONS

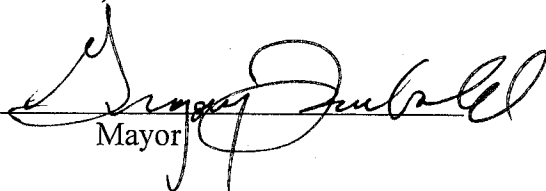
By: _____
County Attorney

By:  _____
Fire Rescue


ATTEST:

TOWN OF LAKE CLARKE SHORES,
FLORIDA, BY ITS TOWN COUNCIL

By:  _____
Town Clerk

By:  _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
Town Attorney