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

Meeting Date: May 15, 2012

Consent Regular
 Ordinance Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Receive and File the following executed Interlocal Agreements pertaining to the distribution of medical equipment purchased with Emergency Medical Services grant funding:

1. City of Palm Beach Gardens
2. City of Boynton Beach
3. Village of Tequesta

Summary: The County was awarded \$343,766 from the State of Florida Department of Health, Bureau of Emergency Medical Services (EMS), to improve and expand the EMS systems. The County through its Public Safety Department purchased sixteen (16) Video Laryngoscopes Systems for \$160,080 to distribute to EMS providers to allow paramedics to increase the efficiency with which they mechanically manage breathing for patients who due to traumatic or medical reasons cannot do it for themselves. Of the sixteen (16) purchased, three (3) were distributed to the City of Palm Beach Gardens, three (3) to the City of Boynton Beach, and two (2) to the Village of Tequesta. The remaining laryngoscopes have either already been distributed or will be distributed. **Countywide (PGE)**

Background and Justification: Pursuant to F.S. 401, Part II, the State of Florida Department of Health, Bureau of Emergency Medical Services has established an Emergency Medical Services Trust Fund consisting of a portion of every municipal and county moving violation including DUI convictions. The licensed EMS providers within Palm Beach County submit a proposal for equipment to be distributed within the County to enhance and expand the EMS System. The proposals are reviewed by the staff of the Division of Emergency Management, Office of Emergency Medical Services, and Grant Review Committee of the EMS Advisory Council of Palm Beach County.

Attachments:

1. City of Palm Beach Gardens Interlocal Agreement
2. City of Boynton Beach Interlocal Agreement
3. Village of Tequesta Interlocal Agreement

Recommended by:

Vent J. Bonvento
Department Director

4/16/12
Date

Approved By:

Vent J. Bonvento
Assistant County Administrator

4/16/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* <u>0</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes _____ No _____

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

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

* There is no fiscal impact associated with this item.

Departmental Fiscal Review: Stephanie Sepora 4/12/13

III. REVIEW COMMENTS

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

<p><u>Johanna Weh</u> 4/19/12 OFMB SN 4/19/12 4/19/12 4/19/12</p>	<p><u>Dr. J. Jacobs</u> 5/11/12 Contract Administration 5-1-12 B. Weh</p>
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B. Legal Sufficiency:

Barbara Eidelung 4/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

EMS INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of the 16th day of APRIL, 2012, 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 municipal corporation of the State of Florida (herein referred to as the ENTITY).

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 (BCCs) throughout the State to improve and expand pre-hospital EMS systems in their county; and

WHEREAS, EMS County grants are only awarded 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, the COUNTY agrees to provide the ENTITY with three (3) Video Laryngoscopes (herein after referred to as the EQUIPMENT) from its EMS grant funds, and the ENTITY desires to accept said EQUIPMENT under the terms and conditions of this Interlocal Agreement and the EMS grant.

NOW, THEREFORE, in consideration of the EMS Grant agreement herein contained, COUNTY and ENTITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2- ENTITY AGREES:

- A. To assume all liability and responsibility for the proper use, care and maintenance (including personnel training) of the EQUIPMENT received pursuant to this Interlocal Agreement pursuant to all applicable governmental laws and regulations, for the entire life of the EQUIPMENT. This assumption of liability and responsibility shall apply whether or not the EQUIPMENT is covered by any manufacturers or other warranty.
- B. To comply with general requirements, and conditions of the EMS Grant program FY 2011-2012 attached hereto as "Attachment 1".
- C. That should the ENTITY cease to operate its pre-hospital emergency medical services during the life of the EQUIPMENT; the ENTITY shall immediately return the equipment to the COUNTY.
- D. To 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 within 90 days of the effective date of this agreement. This report shall

include all of the necessary training provided for the equipment and will be the responsibility of the ENTITY accepting the equipment to provide the training. ENTITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such, County may terminate this Interlocal Agreement and demand return of the equipment.

ARTICLE 3- COUNTY AGREES TO:

Provide to the ENTITY three (3) Video Laryngoscopes from its 2011- 2012 grant year EMS grant funds.

ARTICLE 4- REPRESENTATIVE/MONITORING POSITION

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

ENTITY'S representative/contact monitor during the term of the Agreement shall be Peter T. Bergel, Fire Chief, whose telephone number is (561) 799-4361.

ARTICLE 5 – LIABILITY/IDEMINIFICATION

Each party to this Interlocal Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes, the ENTITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the ENTITY'S use, care and maintenance of the laryngoscopes.

ARTICLE 6- 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 of this Interlocal Agreement.

ARTICLE 7- FILING

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

ARTICLE 8- FUNDING OBLIGATION

That the COUNTY'S obligation is limited to the provision of the EQUIPMENT to the ENTITY, from its FY (2011-2012) grant funds. Ongoing costs for EMS, maintenance and replacement of the equipment will not be funded under this grant program or by COUNTY. These costs remain the responsibility of the ENTITY. The County shall have no further obligation to the ENTITY or any other person or entity.

ARTICLE 9 – INSURANCE

The ENTITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. The ENTITY shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by the ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the ENTITY under the contract.

The ENTITY agrees to maintain or acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance.

The ENTITY shall agree to maintain or acknowledge to be self-insured for auto physical damage on an actual cash value basis. The ENTITY shall agree to be fully responsible for any deductible or self-insured retention provided the damages were not caused by nor contributed by COUNTY. The ENTITY shall endorse the COUNTY as a Loss Payee for auto physical damage on fire rescue rolling stock acquired with COUNTY matching funds during the life of this Interlocal Agreement.

The ENTITY agrees its general liability, automobile liability, and physical damage insurance shall be primary as respects to any coverage afforded to or maintained by COUNTY.

When requested, the ENTITY shall agree to provide a Certificate of Insurance evidencing self insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable coverage for the above mentioned coverage's.

PROFESSIONAL LIABILITY:

The ENTITY shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the ENTITY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ENTITY warrants the Retroactive Date equals or precedes the effective date of this Interlocal Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Interlocal Agreement, ENTITY shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve ENTITY of the obligation to provide replacement coverage.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Interlocal Agreement. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Interlocal Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the ENTITY.

ARTICLE 11 - REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal 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 hereafter existing at law or in equity, 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.

ARTICLE 12 - ARREARS

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Interlocal Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Interlocal Agreement.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENTITY is, and shall be, under this Interlocal Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. The ENTITY shall have direct supervision and control over its employees. In all aspects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

ARTICLE 14 - CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Interlocal Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Interlocal Agreement.

ARTICLE 15- ACCESS AND AUDITS

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 ENTITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 16 - NONDISCRIMINATION

The ENTITY 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, gender identity and expression.

ARTICLE 17- AUTHORITY TO PRACTICE

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 18 - SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 20 - NOTICE

All notices required in this Interlocal Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sally Waite
Division of Emergency Management
20 South Military Trail
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33405

If sent to the ENTITY, notices shall be addressed to:

Keith Bryer, Division Chief, EMS
Palm Beach Gardens Fire Rescue Department
10500 North Military Trail
Palm Beach Gardens, Florida 33410

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY agree that this Interlocal Agreement sets forth the entire Interlocal Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22 - REGULATIONS; LICENSING REQUIREMENTS:

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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.

ARTICLE 23 - EXPIRATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall automatically expire upon the expiration of the life of the laryngoscopes. The ENTITY shall notify the COUNTY at such time as the useful life of each of the EQUIPMENT has expired. At such time, the ENTITY may dispose of said EQUIPMENT as surplus property with no further municipal purpose.

ARTICLE 24- EFFECTIVE DATE

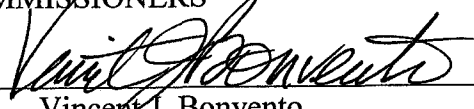
This Interlocal Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by both COUNTY and ENTITY.

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

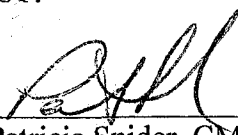
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

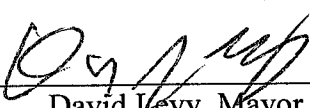
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

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

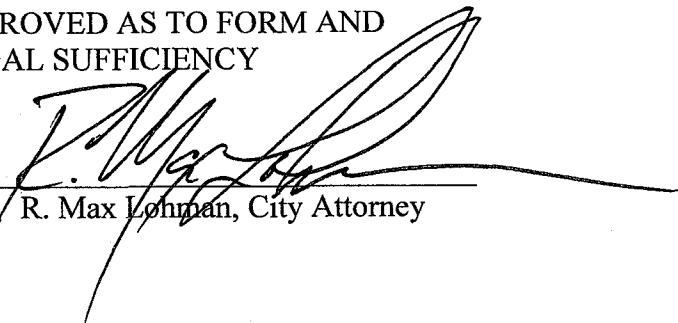
ATTEST:

By: 
Patricia Snider, CMC, City Clerk

CITY OF PALM BEACH GARDENS

By: 
David Levy, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
R. Max Lohman, City Attorney

Attachment 1

GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned a unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditure beyond this budget is the full responsibility of the grantee.

ENCUMBRANCES:

Funds are encumbered on prior to the ending date of the grant when the grantee transmits to a vendor a signed and approved purchase order or equivalent either physically or electronically, or the grantee receives an invoice, bill, or equivalent, either physically or electronically, from a vendor for any item or service which is clearly an approved budget line item or included within or under a line item. The encumbrance will be for the amount or upper amount range specified in the physical or electronic record of the pending transaction(s).

When the grantee receives and accepts the goods or services, payment may be paid from funds of the grant. The services or items must be received and accepted by the grantee and payment made within 60 days of the grant's ending date. Otherwise, the funds originally encumbered will be rolled over into the current active grant, and may be paid from the current active grant.

ROLLOVERS:

Any unencumbered EMS county grant program funds as of the ending date of the grant, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.

DISALLOWED EXPENDITURES:

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

Vehicles and Equipment

The grantee shall own all items; including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

Transfer of Property

A private organization owning any equipment funded through the grant program in whole or in part and 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 transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to an Agreement ending as well as any other reason.

Requests for Change

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, June 2002. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

1. Changes in the project activities.
2. Redistribution of the funds between entities or equipment approved.
3. Establishing a new line item in the budget.
4. Changing a salary rate more than 10%.

Supplanting funds

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.

Deposit of funds

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

Reports

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award.

These reports shall include, at a minimum, a narrative of the activities completed or the progress of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

Grant signature

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

Records

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

Final Reports

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

Communications Equipment

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.

Expenditures

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT:

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, and Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

If the proper credit statement is not included, or if a copy of each item produced is not provided to the department within three weeks, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of \$100,000 or more in funds from the department during its fiscal year, which was not paid from a rate Agreement based on a set state or area-wide fixed rate for service, and of which less than \$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

RECORDS RETENTION

The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the department.

EMS INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of the 16th day of APRIL, 2012 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 Fire-Rescue a municipal corporation of the State of Florida (herein referred to as the ENTITY).

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 (BCCs) throughout the State to improve and expand pre-hospital EMS systems in their county; and

WHEREAS, EMS County grants are only awarded 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, the COUNTY agrees to provide the City of Boynton Beach Fire-Rescue with three (3) Video Laryngoscopes from its EMS grant funds, and the City of Boynton Beach Fire-Rescue desires to accept said Video Laryngoscopes, under the terms and conditions of this Inter-local Agreement and the EMS grant.

Now, therefore, in consideration of the EMS Grant agreement herein contained, COUNTY and City of Boynton Beach Fire-Rescue agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2- City of Boynton Beach Fire-Rescue Agrees:

- A. To assume all liability and responsibility for the proper use, care and maintenance (including personnel training) of the Video Laryngoscopes received pursuant to this Inter-local Agreement pursuant to all applicable governmental laws and regulations, for the entire life of the Video Laryngoscopes. This assumption of liability and responsibility shall apply whether or not the Video Laryngoscopes is covered by any manufacturers or other warranty.
- B. To comply with general requirements, and conditions of the EMS Grant program FY (2011-2012) attached hereto as "Attachment 1".
- C. That should the City of Boynton Beach Fire-Rescue cease to operate its pre-hospital emergency medical services during the life of the equipment; the City of Boynton Beach Fire-Rescue shall immediately return the equipment to the COUNTY.
- D. To 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 within 90 days of the effective date of this agreement. This report shall include all of the necessary training provided for the equipment and will be the responsibility of the City of Boynton Beach Fire-Rescue accepting the equipment to

1

Version.1

Attachment #

2

provide the training. City of Boynton Beach Fire-Rescue failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such, County may terminate this Interlocal Agreement and demand return of the equipment.

ARTICLE 3- COUNTY AGREES TO:

Provide to the City of Boynton Beach Fire-Rescue three (3) Video Laryngoscopes from its 2011-2012 grant year EMS grant funds.

ARTICLE 4- REPRESENTATIVE/MONITORING POSITION

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

ENTITY'S representative/contact monitor during the term of the Agreement shall be Mike Landress whose telephone number is (561) 742-6337.

ARTICLE 5 – LIABILITY/IDEMINIFICATION

Each party to this Interlocal Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes, the City of Boynton Beach Fire Rescue agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the City of West Palm Beach Fire-Rescue's use, care and maintenance of the laryngoscopes.

ARTICLE 6- 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 of this Interlocal Agreement.

ARTICLE 7- FILING

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

ARTICLE 8- FUNDING OBLIGATION

That the COUNTY'S obligation is limited to the provision of the Video Laryngoscopes to the City of Boynton Beach Fire-Rescue, from its FY (2011-2012) grant funds. On-going costs for EMS, maintenance and replacement of the equipment will not be funded under this grant program or by COUNTY. These costs remain the responsibility of the City of Boynton Beach Fire-Rescue. The County shall have no further obligation to the City of Boynton Beach Fire-Rescue or any other person or entity.

ARTICLE 9 – INSURANCE

City of Boynton Beach Fire-Rescue shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. City of Boynton Beach Fire-Rescue shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by City of Boynton Beach Fire-Rescue are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by City of Boynton Beach Fire-Rescue under the contract.

The City of Boynton Beach Fire-Rescue agrees to maintain or acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance.

The City of Boynton Beach Fire-Rescue shall agree to maintain or acknowledge to be self-insured for auto physical damage on an actual cash value basis. City of Boynton Beach Fire-Rescue shall agree to be fully responsible for any deductible or self-insured retention provided the damages were not caused by nor contributed by COUNTY. The City of Boynton Beach Fire-Rescue shall endorse the COUNTY as a Loss Payee for auto physical damage on fire rescue rolling stock acquired with COUNTY matching funds during the life of this Interlocal Agreement.

The City of Boynton Beach Fire-Rescue agrees its general liability, automobile liability, and physical damage insurance shall be primary as respects to any coverage afforded to or maintained by COUNTY.

When requested, the City of Boynton Beach Fire-Rescue shall agree to provide a Certificate of Insurance evidencing self insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable coverage for the above mentioned coverage's.

PROFESSIONAL LIABILITY:

City of Boynton Beach Fire-Rescue shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of (entity's) most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, City of Boynton Beach Fire-Rescue warrants the Retroactive Date equals or precedes the effective date of this Interlocal Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Interlocal Agreement, City of Boynton Beach Fire-Rescue shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve City of Boynton Beach Fire-Rescue of the obligation to provide replacement coverage.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the City of Boynton Beach Fire-Rescue each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Interlocal Agreement. Except as above, neither the COUNTY nor the City of Boynton Beach Fire-Rescue shall assign, sublet, convey or transfer its interest in this Interlocal Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the City of Boynton Beach Fire-Rescue.

ARTICLE 11 - REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal 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 hereafter existing at law or in equity, 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.

ARTICLE 12 - ARREARS

The City of Boynton Beach Fire-Rescue shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Interlocal Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The City of Boynton Beach Fire-Rescue further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Interlocal Agreement.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The City of Boynton Beach Fire-Rescue is, and shall be, under this Interlocal Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. The City of Boynton Beach Fire-Rescue shall have direct supervision and control over its employees. In all aspects the City of Boynton Beach Fire-Rescue's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The City of Boynton Beach Fire-Rescue does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 14 - CONTINGENT FEES

The City of Boynton Beach Fire-Rescue warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the City of Boynton Beach Fire-Rescue to solicit or secure this Interlocal Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the City of Boynton Beach Fire-Rescue, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Interlocal Agreement.

ARTICLE 15- ACCESS AND AUDITS

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 City of Boynton Beach Fire-Rescue place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City of Boynton Beach Fire-Rescue, 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 16 - NONDISCRIMINATION

The City of Boynton Beach Fire-Rescue 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, gender identity and expression.

ARTICLE 17- AUTHORITY TO PRACTICE

The City of Boynton Beach Fire-Rescue hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 18 - SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 20 - NOTICE

All notices required in this Interlocal Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sally Waite
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33405

If sent to the City of Boynton Beach Fire-Rescue, notices shall be addressed to:

EMS Coordinator Mike Landress
2080 High Ridge Road
Boynton Beach, FL 33426

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the City of Boynton Beach Fire-Rescue agree that this Interlocal Agreement sets forth the entire Interlocal Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions

contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22 - REGULATIONS; LICENSING REQUIREMENTS:

The City of Boynton Beach Fire-Rescue shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. City of Boynton Beach Fire-Rescue 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.

ARTICLE 23 - EXPIRATION OF INTERLOCAL AGREEMENT

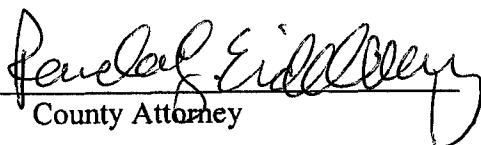
This Interlocal Agreement shall automatically expire upon the expiration of the life of the laryngoscopes. The City of Boynton Beach Fire-Rescue shall notify the COUNTY at such time as the useful life of each of the Video Laryngoscopes has expired. At such time, the City of Boynton Beach Fire-Rescue may dispose of said Video Laryngoscopes as surplus property with no further municipal purpose.

ARTICLE 24- EFFECTIVE DATE

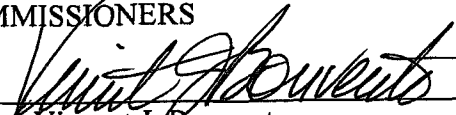

This Interlocal Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by both COUNTY and City of Boynton Beach Fire-Rescue.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and City of Boynton Beach Fire-Rescue has hereunto set its hand the day and year above written.

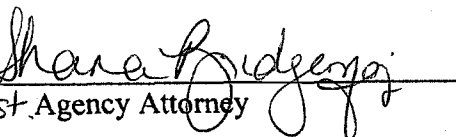
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

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

ATTEST:

By: 
Asst. Agency Attorney

AGENCY

By: 
Agency Representative

Attachment 1

GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned a unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditure beyond this budget is the full responsibility of the grantee.

ENCUMBRANCES:

Funds are encumbered on prior to the ending date of the grant when the grantee transmits to a vendor a signed and approved purchase order or equivalent either physically or electronically, or the grantee receives an invoice, bill, or equivalent, either physically or electronically, from a vendor for any item or service which is clearly an approved budget line item or included within or under a line item. The encumbrance will be for the amount or upper amount range specified in the physical or electronic record of the pending transaction(s).

When the grantee receives and accepts the goods or services, payment may be paid from funds of the grant. The services or items must be received and accepted by the grantee and payment made within 60 days of the grant's ending date. Otherwise, the funds originally encumbered will be rolled over into the current active grant, and may be paid from the current active grant.

ROLLOVERS:

Any unencumbered EMS county grant program funds as of the ending date of the grant, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.

DISALLOWED EXPENDITURES:

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No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

Vehicles and Equipment

The grantee shall own all items; including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

Transfer of Property

A private organization owning any equipment funded through the grant program in whole or in part and 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 transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to an Agreement ending as well as any other reason.

Requests for Change

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, June 2002. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

1. Changes in the project activities.
2. Redistribution of the funds between entities or equipment approved.
3. Establishing a new line item in the budget.
4. Changing a salary rate more than 10%.

Supplanting funds

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.

Deposit of funds

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

Reports

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award. These reports shall include, at a minimum, a narrative of the activities completed or the progress

of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

Grant signature

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

Records

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

Final Reports

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

Communications Equipment

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.

Expenditures

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT:

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, and Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

If the proper credit statement is not included, or if a copy of each item produced is not provided to the department within three weeks, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of \$100,000 or more in funds from the department during its fiscal year, which was not paid from a rate Agreement based on a set state or area-wide fixed rate for service, and of which less than \$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

RECORDS RETENTION

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The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the department.

EMS INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made as of the 14th day of APRIL, 2012, 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 Village of Tequesta, a municipal corporation of the State of Florida (herein referred to as the ENTITY).

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 (BCCs) throughout the State to improve and expand pre-hospital EMS systems in their county; and

WHEREAS, EMS County grants are only awarded 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, the COUNTY agrees to provide the ENTITY with two (2) Video Laryngoscopes (herein after referred to as the EQUIPMENT) from its EMS grant funds, and the ENTITY desires to accept said EQUIPMENT under the terms and conditions of this Interlocal Agreement and the EMS grant.

NOW, THEREFORE, in consideration of the EMS Grant agreement herein contained, COUNTY and ENTITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2- ENTITY AGREES:

- A. To assume all liability and responsibility for the proper use, care and maintenance (including personnel training) of the EQUIPMENT received pursuant to this Interlocal Agreement pursuant to all applicable governmental laws and regulations, for the entire life of the EQUIPMENT. This assumption of liability and responsibility shall apply whether or not the EQUIPMENT is covered by any manufacturers or other warranty.
- B. To comply with general requirements, and conditions of the EMS Grant program FY 2011-2012 attached hereto as "Attachment 1".
- C. That should the ENTITY cease to operate its pre-hospital emergency medical services during the life of the EQUIPMENT; the ENTITY shall immediately return the equipment to the COUNTY.
- D. To 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 within 90 days of the effective date of this agreement. This report shall

include all of the necessary training provided for the equipment and will be the responsibility of the ENTITY accepting the equipment to provide the training. ENTITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such, County may terminate this Interlocal Agreement and demand return of the equipment.

ARTICLE 3- COUNTY AGREES TO:

Provide to the ENTITY two (2) Video Laryngoscopes from its 2011- 2012 grant year EMS grant funds.

ARTICLE 4- REPRESENTATIVE/MONITORING POSITION

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

ENTITY'S representative/contact monitor during the term of the Agreement shall be James Weinand, Fire Chief, whose telephone number is (561) 768-0551.

ARTICLE 5 - LIABILITY/IDEMINIFICATION

Each party to this Interlocal Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes, the ENTITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the ENTITY'S use, care and maintenance of the laryngoscopes.

ARTICLE 6- 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 of this Interlocal Agreement.

ARTICLE 7- FILING

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

ARTICLE 8- FUNDING OBLIGATION

That the COUNTY'S obligation is limited to the provision of the EQUIPMENT to the ENTITY, from its FY (2011-2012) grant funds. Ongoing costs for EMS, maintenance and replacement of the equipment will not be funded under this grant program or by COUNTY. These costs remain the responsibility of the ENTITY. The County shall have no further obligation to the ENTITY or any other person or entity.

ARTICLE 9 - INSURANCE

The ENTITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. The ENTITY shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by the ENTITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the ENTITY under the contract.

The ENTITY agrees to maintain or acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance.

The ENTITY shall agree to maintain or acknowledge to be self-insured for auto physical damage on an actual cash value basis. The ENTITY shall agree to be fully responsible for any deductible or self-insured retention provided the damages were not caused by nor contributed by COUNTY. The ENTITY shall endorse the COUNTY as a Loss Payee for auto physical damage on fire rescue rolling stock acquired with COUNTY matching funds during the life of this Interlocal Agreement.

The ENTITY agrees its general liability, automobile liability, and physical damage insurance shall be primary as respects to any coverage afforded to or maintained by COUNTY.

When requested, the ENTITY shall agree to provide a Certificate of Insurance evidencing self insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable coverage for the above mentioned coverage's.

PROFESSIONAL LIABILITY:

The ENTITY shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$500,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the County reserves the right, but not the obligation, to review and request a copy of the ENTITY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ENTITY warrants the Retroactive Date equals or precedes the effective date of this Interlocal Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Interlocal Agreement, ENTITY shall agree to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve ENTITY of the obligation to provide replacement coverage.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Interlocal Agreement. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Interlocal Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the ENTITY.

ARTICLE 11 - REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal 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 hereafter existing at law or in equity, 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.

ARTICLE 12 - ARREARS

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Interlocal Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Interlocal Agreement.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENTITY is, and shall be, under this Interlocal Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. The ENTITY shall have direct supervision and control over its employees. In all aspects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

ARTICLE 14 - CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Interlocal Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Interlocal Agreement.

ARTICLE 15- ACCESS AND AUDITS

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 ENTITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 16 - NONDISCRIMINATION

The ENTITY 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, gender identity and expression.

ARTICLE 17- AUTHORITY TO PRACTICE

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 18 - SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 20 - NOTICE

All notices required in this Interlocal Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sally Waite
Palm Beach County Division of Emergency Management
20 South Military Trail
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33405

If sent to the ENTITY, notices shall be addressed to:

James Weinand, Fire Chief
Village of Tequesta
345 Tequesta Drive
Tequesta, Florida 33469

ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY agree that this Interlocal Agreement sets forth the entire Interlocal Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22 - REGULATIONS; LICENSING REQUIREMENTS:

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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.

ARTICLE 23 - EXPIRATION OF INTERLOCAL AGREEMENT

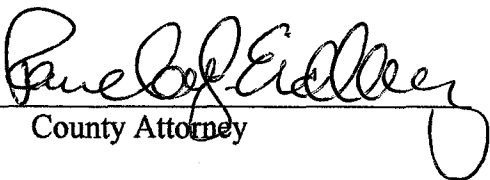
This Interlocal Agreement shall automatically expire upon the expiration of the life of the laryngoscopes. The ENTITY shall notify the COUNTY at such time as the useful life of each of the EQUIPMENT has expired. At such time, the ENTITY may dispose of said EQUIPMENT as surplus property with no further municipal purpose.

ARTICLE 24- EFFECTIVE DATE


This Interlocal Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by both COUNTY and ENTITY.

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

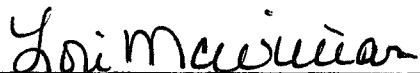
By: 
County Attorney

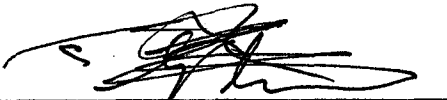
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

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

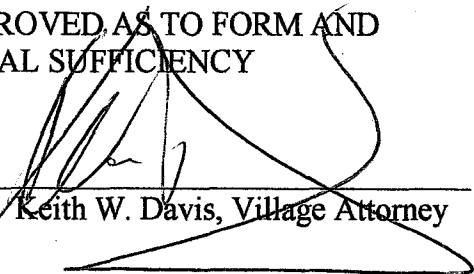
Village of Tequesta
CITY OF PALM BEACH GARDENS

ATTEST:

By: 
Lori McWilliams, MMC, Village Clerk

By: 
Thomas Paterno, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Keith W. Davis, Village Attorney

Attachment 1

GENERAL CONDITIONS AND REQUIREMENTS

The EMS County grant general conditions and requirements are an integral part of the county grant agreement between the agency/organization (grantee) and the state of Florida, Department of Health (grantor or department). In the event of a conflict, the following requirements shall always be controlling:

FINANCIAL

FUND ACCOUNTING:

All state EMS grant funds shall be deposited by the grantee in an account maintained by the grantee, and assigned a unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All state EMS grant funds in the account maintained by the grantee shall be accounted for separately from all other grantee funds.

USE OF COUNTY GRANT FUNDS:

All state EMS grant funds shall be used between the beginning and ending dates of the grant solely for activities as outlined in the Notice of Grant Award letter, its attachments if any, and the application including its budget with its revisions, if any, on file in the state EMS office.

The grantee is not restricted to staying within the line item amounts within the approved grant budget. However, the grantee must adhere to the approved total grant budget. Any expenditure beyond this budget is the full responsibility of the grantee.

ENCUMBRANCES:

Funds are encumbered on prior to the ending date of the grant when the grantee transmits to a vendor a signed and approved purchase order or equivalent either physically or electronically, or the grantee receives an invoice, bill, or equivalent, either physically or electronically, from a vendor for any item or service which is clearly an approved budget line item or included within or under a line item. The encumbrance will be for the amount or upper amount range specified in the physical or electronic record of the pending transaction(s).

When the grantee receives and accepts the goods or services, payment may be paid from funds of the grant. The services or items must be received and accepted by the grantee and payment made within 60 days of the grant's ending date. Otherwise, the funds originally encumbered will be rolled over into the current active grant, and may be paid from the current active grant.

ROLLOVERS:

Any unencumbered EMS county grant program funds as of the ending date of the grant, including interest, remaining in the assigned grantee account at the end of a grant period shall be reported to the department. The grantee will retain these funds in the EMS County Grant account and include them in a budget revision request after receipt of approval of their next county grant application.

DISALLOWED EXPENDITURES:

No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved grant budget, including approved change requests, or are clearly included under an existing line item.

Any disallowed EMS county grant expenditure shall be returned to the EMS county grant account maintained by the grantee within 40 days after the department's notification. The costs of disallowed items are the responsibility of the county.

Vehicles and Equipment

The grantee shall own all items; including vehicles and equipment purchased with the state EMS grant funds, unless otherwise described in the approved grant application. The grantee shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to the department. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the receiving agency.

Transfer of Property

A private organization owning any equipment funded through the grant program in whole or in part and 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 transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to an Agreement ending as well as any other reason.

Requests for Change

After a grant has been awarded, all requests for change shall be on DH Form 1684C EMS Grant Program Change Request, June 2002. The grantee shall obtain written approval from the department prior to making the requested changes. The following changes must be requested:

1. Changes in the project activities.
2. Redistribution of the funds between entities or equipment approved.
3. Establishing a new line item in the budget.
4. Changing a salary rate more than 10%.

Supplanting funds

The applicant cannot propose to use grant funds to supplant or replace any county or other funding source. Funds received under the county award grant program cannot be used to fulfill the matching requirement for the matching grant program.

Deposit of funds

County grant funds provided to an applicant shall be deposited in a separate account. All interest earned shall be documented on the required reports.

Reports

Each grantee shall submit two reports to the department. The due dates for the required reports shall be specified in the letter from the department notifying the grantee of the grant award.

These reports shall include, at a minimum, a narrative of the activities completed or the progress of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

Grant signature

The authorized individual listed on page one of the application shall sign each original application. Should this not be possible before the due date a letter shall be submitted to the department explaining why and when the signed application shall be received.

Records

The grantee shall maintain financial and other documents related to the grant to support all revenue and expenditures. A file shall be maintained by the grantee, which includes a copy of the "Notice of Grant Award" letter, a copy of the application and department approved budget and a copy of all approved changes.

Final Reports

Within 120 days of the grant ending date a final report shall be submitted to the department. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

Communications Equipment

The grantee shall have all communications activities, services, and equipment approved in writing by the Department of Management Services, Information Technology Program (ITP). The approval shall be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.

Expenditures

No expenditures may be incurred prior to the grant starting date or after the grant ending date. Rollover funds may be used to meet expenditures prior to receipt of current year funds.

CREDIT STATEMENT:

The grantee ensures that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name] and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "State of Florida, Department of Health, and Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the grantee's organization.

One complimentary copy of all such materials shall be sent to the department within three weeks of their reproduction and delivery to the grantee.

disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever and others acting on behalf of the department. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This is applicable, if the provider or grantee, hereinafter referred to as provider, is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy the requirement of this attachment.

STATE FUNDED

This part is applicable if the provider is a nonprofit organization that expends a total of \$100,000 or more in funds from the department during its fiscal year, which was not paid from a rate Agreement based on a set state or area-wide fixed rate for service, and of which less than \$300,000 is federally funded. The determination of when a provider has "expended" funds is based on when the activity related to the award occurs.

The grantee agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for each grant with the department in effect during the audit period. Compliance findings related to grants with the department shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department grant involved. If the grantee receives funds from a grants and aids appropriation, the provider shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The grantee has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

The grantee agrees to submit the required reports.

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Version.1

RECORDS RETENTION

The grantee shall ensure that audit working papers are made available to the department, or its designee, upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the department.