

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2013

(X) Consent

() Regular

() Ordinance

() Public Hearing

Department

Submitted By: Administration

Submitted For: Administration/Health Department

1. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: tri-party Interlocal Agreement with the School Board of Palm Beach County and the Palm Beach County Health Department regarding the use of school facilities for points of dispensing (PODs) for medical and emergency services during a declared state or local emergency.

Summary: This Agreement provides for the use of specified public school facilities by the County as emergency facilities in advance, during, and immediately after a declared state or local biological emergency. The designated facilities will be made available for use as PODs for medications and/or vaccines from the Centers for Disease Control and Prevention's National Stockpile. The PODs would be operated by the Palm Beach County Health Department with staff support from the School Board. The Agreement requires the County to reimburse the School Board for all costs not reimbursed by the Federal Emergency Management Agency (FEMA) associated with the use of school facilities. This Agreement does not include provisions for emergency sheltering use which are addressed in a separate agreement. Countywide (PE)

Background and Justification: Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements with each other for the purpose of making the most efficient use of their powers and delivering services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. By mutual agreement, the School Board is making certain facilities available for emergency use in declared state or local biological emergencies in accordance with the most current Palm Beach County Health Department Strategic National Stockpile Cites Readiness Initiative Plan. Facility use coordination will include the County's Facilities Development & Operations Department and the Division of Emergency Management.

Attachment: Interlocal Agreement

Recommended By: _____

N/A

Department Director

Date

Approved By: _____



Assistant County Administrator

12/14/12

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

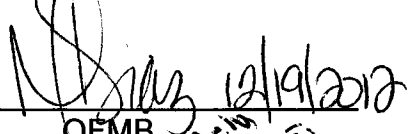
B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no direct cost associated with the approval of this item. Undetermined future costs could be incurred in amounts dependent upon the nature of any emergencies covered under the Agreement and the level of cost reimbursement provided by FEMA.

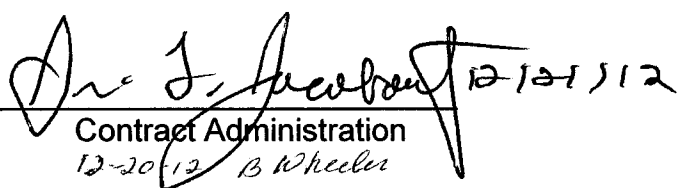
Departmental Fiscal Review: _____

III. REVIEW COMMENTS

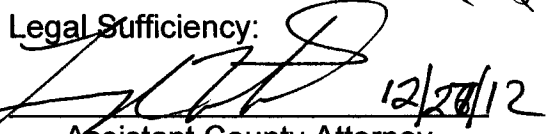
OFMB Fiscal and/or Contract Administration Comments:



 OFMB
 12/19/12
 12/13/12
 12/13/12



 Contract Administration
 12-20-12 B Wheeler

Legal Sufficiency:


 Assistant County Attorney
 12/20/12

Other Department Review:

 Department Director

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

SP2
10/17/12

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into _____ by and among Palm Beach County, a political subdivision of the State of Florida, (the "County"), the School Board of Palm Beach County, a corporate body politic existing under the laws of the State of Florida, (the "School Board") and the Palm Beach County Health Department, an agency of the State of Florida, (the "Health Department"). The County, School Board and Health Department are hereinafter individually referred to as the "Party" or collectively as the "Parties".

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Florida Legislature has found that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and

WHEREAS, pursuant to Section 252.38(1)(d), Florida Statutes, during a declared state or local emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and the necessary personnel to staff such facilities; and

WHEREAS, the County, Health Department, and the School Board mutually desire that the School Board will make available certain school facilities for emergency use and the agreed upon personnel to staff them. The designated facilities will be considered points of dispensing for medical and emergency services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is mutually agreed among the parties as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The School Board shall, after meeting its responsibilities to pupils, permit upon request of County the use of specific mutually agreed upon public school facilities by County as emergency facilities in advance, during and immediately after a declared state

or local emergency for use as "Points of Dispensing" ("PODs"). A list of the public schools that may be activated as PODs is attached hereto as Exhibit A.

3. The PODs will be used only in the event of a declared state or local biological emergency to dispense medications and/or vaccines from the Centers of Disease Control and Prevention's Strategic National Stockpile on a 24-hour/7-day schedule.

4. The Health Department shall coordinate through the County, specifically with the Facilities Development and Operations Department and the Emergency Management Division's Logistics Branch: (i) which PODs shall be activated; and (ii) all support arrangements necessary for such activation.

5. The School Board shall staff the PODs with the following School Board personnel, including but not limited to: cafeteria staff, custodians/janitorial staff, maintenance staff, school police officers, and appropriate administrative staff as outlined in the most current Palm Beach County Health Department Strategic National Stockpile Cities Readiness Initiative Plan ("Plan").

6. The County agrees to reimburse the School Board for all costs not reimbursed by the Federal Emergency Management Agency (FEMA), associated with the use of any personnel, equipment, materials, or food supplies that the parties deem necessary for the operation of the PODs. In order to be reimbursed by FEMA, the parties shall participate fully in the FEMA Public Assistance Program and submit project worksheets, supporting documentation and/or required applications in accordance with FEMA program guidelines. The parties shall cooperate fully in the submittal of reimbursement requests or claims. Upon receipt of a final determination from FEMA, on the party's/parties' application(s), the School Board may submit a invoice to the County for any expenses not reimbursed by FEMA. The invoice shall be reviewed and processed by the County within 30 days of receipt of a complete invoice package. The County shall not be obligated to provide reimbursement for expenditures that are inconsistent with the provisions of this paragraph and the intent of this Agreement.

7. By this Agreement, the School Board recognizes that for the purposes stated herein, the School Board is an active participant with County in this community service endeavor. Both the School Board and the County are cognizant of the provisions of Chapter 252, Florida Statutes, pertaining to "EMERGENCY MANAGEMENT," particularly Section 252.51, Florida Statutes, insulating both the School Board and County from liability due to death of or injury to, any person on or about school premises or for loss of, or damage to, the property of any such person unless the gross negligence or the willful and wanton misconduct of the School Board owning or County controlling such emergency facility is the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

8. The County and School District Police Department shall arrange for all security measures at the activated PODs in accordance with the Plan.

9. Liability

Except as otherwise provided for in Section 252.51, Florida Statute, each party acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties agree to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees, except as otherwise provided for in Section 252.51, Florida Statute. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by any party hereto to indemnify the other; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that each party hereto has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

10. Insurance

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes, each Party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law.

In the event that any Party maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, such Party shall maintain said insurance policy at limits not less than \$500,000 each occurrence.

Each Party shall each maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes.

Each Party shall maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

If requested, each Party shall provide each other with a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the Parties recognize as acceptable for the above-mentioned coverages.

Compliance with the foregoing insurance requirements shall not relieve the Parties of their liability and obligations under this Agreement.

11. Non-Discrimination

The Parties shall not discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial

status, disability, sexual orientation, gender identity or expression with respect to any activity occurring at the PODs or under this Agreement.

12. Modifications

This Agreement may be modified or amended only by mutual written consent of the Parties.

13. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

14. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their respective successors and permitted assigns and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

15. Notices

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to County to:

County Administrator
301 N. Olive Avenue, 11th Floor
West Palm Beach, FL 33401
Fax: 561 355-3982

With Copy to:

Director
Facilities Development & Operations Department
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: 561-233-0206

If to School Board to:

Superintendent of Schools
3360 Forest Hill Boulevard
West Palm Beach, FL 33406, Suite C-316
Fax: 561-434-8571

If to Health Department to:

Director, Palm Beach County Health Department
800 Clematis Street
West Palm Beach, FL 33401
Fax: 561-837-5195

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

16. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

17. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

18. Assignment; Binding Agreement

Neither County nor School Board nor the Health Department shall assign this Agreement or any interest herein without the prior written consent of the other parties. If such assignment is to another governmental entity then such consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. Entire Agreement

This Agreement constitutes all agreements, conditions and understandings between the Parties concerning the PODs. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them.

20. Governing Law and Venue

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida.

21. Filing

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

22. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or statutory duties of County, School Board or Health Department officers.

23. Term and Termination

The term of this Agreement shall commence on the date of execution and will renew each year on the anniversary date of such agreement for a term not to exceed five (5) years, unless terminated earlier by the parties hereto. This Agreement may be terminated with or without cause by each of the parties hereto upon one hundred eighty (180) days prior written notice to the other parties, but in no event shall this Agreement terminate during a declared state or local emergency..

24. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the School Board has caused this Agreement to be executed by its Chairman and Superintendent, and the County has caused the Agreement to be executed by its Board of County Commissioners and the Health Department has caused the Agreement to be executed by its Director as of the day and year first above written.

SCHOOL BOARD OF PALM BEACH,
corporate body politic existing under the
laws of the State of Florida

PALM BEACH COUNTY, a
political subdivision of the State of
Florida

By: Frank A. Barbieri, Jr.
Frank A. Barbieri, Jr., Esq., Chairperson

By: _____
Steven L. Abrams, Chairman

Attest:

Attest:
Sharon R. Bock, Clerk & Comptroller

By: [Signature]
Superintendent

By: _____
Deputy Clerk

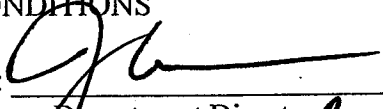
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature] 3/24/12
School Board Attorney

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director *Dist. Co. Administrator*

PALM BEACH COUNTY HEALTH
DEPARTMENT


By: 
Alexa Alvarez, MD
Director

EXHIBIT A

Contents of this Exhibit is considered operational sensitive security information and is being withheld from public viewing pursuant to Sections 119.071(3) and 381.95, Florida Statutes.