

REVISED

Agenda Item #: 3X3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 13, 2013 Consent Regular
 Ordinance Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Approve two standard contract templates, one to be used by the County to reimburse various governmental agencies and another to reimburse private agencies for the purchase of Emergency Medical Services (EMS) equipment from the EMS County Grant Fund Program; **B) Authorize** the County Administrator or his designee to execute these standard agreements between the County and various governmental and non-governmental/private entities and make non-substantive or ministerial changes on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Summary: The EMS County Grant Fund Program is an annual grant provided to Palm Beach County from the State of Florida Department of Health, Bureau of Emergency Medical Services, to improve and expand the EMS system. The funding for EMS equipment is distributed to governmental agencies and non-governmental/private entities based upon a countywide assessment by a Grant Committee and licensed EMS providers appointed by the EMS Council. The County is authorized to either purchase the equipment for the entity or reimburse the entity for equipment it has purchased that falls within the EMS Grant Trust Fund guidelines. **No County matching funds are required. Countywide (PGE)**

Background and Policy Issues: 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 (Trust Fund) consisting of a portion of the fines received for municipal and county traffic moving violation (including Driving under the Influence (DUI)) convictions. Funds deposited into the Trust Fund must be used solely to improve and expand pre-hospital emergency medical services in Florida. In order to enhance and expand the EMS System, the Grant Committee and licensed EMS providers have established a procedure in which equipment is purchased and distributed by the Department of Public Safety, Division of Emergency Management, to various governmental and non-governmental/private entities within Palm Beach County or purchased by governmental agencies that are subsequently reimbursed. Funding for equipment is based upon the needs of the various governmental and non-governmental/private entities. Any such agreements that are executed will be presented to the Board as receive and file items per PPM CW-O-051.

Attachment:

- 1) Standard Interlocal Agreement for Reimbursement of EMS Grant Equipment purchased by a government entity
- 2) Standard Contract Template for Reimbursement of EMS Grant Equipment purchased by private entity

Recommended by: Vincent J. Bennett 8/6/13
 Department Director Date

Approved By: Vincent J. Bennett 8/6/13
 Assistant County Administrator 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 Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u><u>*0</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes _____ No _____

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

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

* There is no fiscal impact associated with the agenda item at this time.

Departmental Fiscal Review: Stephanie Sejmore 7/25/13

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 AM 7/30/13 KU 7/30/13

[Signature] 8/17/13
 Contract Administration
 8-7-13 BWheeler

B. Legal Sufficiency:

[Signature] 8/8/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE _____ FOR THE REIMBURSEMENT OF
EMERGENCY MEDICAL SERVICES GRANT EQUIPMENT

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement" or "Agreement" or "contract") is made as of the ____ day of _____, 20__, 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 _____ (**FILL IN CITY**), a municipal corporation of the State of Florida (herein referred to as the CITY), each one constituting a public entity as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

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

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, 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 Emergency Medical Services (EMS) in their county; and

WHEREAS, DOHEMS 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; and

WHEREAS, the COUNTY may reimburse and disburse the State trust funds to licensed emergency medical providers; and

WHEREAS, the COUNTY agrees to reimburse the CITY from its **FY20__-20__** EMS State grant funds for the purchase of _____ (**FILL IN THE TYPE OF EQUIPMENT**) ("EQUIPMENT" or "EMS equipment") and the CITY agrees to accept said reimbursement under the terms and conditions of the EMS State grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and CITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 - 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.

The CITY'S representative/contact monitor during the term of the Agreement shall be _____, whose telephone number is (561)_____.

ARTICLE 3 - PAYMENT TO CITY

The total amount to be paid by the COUNTY from its FY20 -20 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of _____ Dollars (\$_____).

The CITY shall purchase the EQUIPMENT and submit the required documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY20 -20 EMS State Grant. Approved documentation will be processed by the County Finance Department for payment to the CITY.

ARTICLE 4 - GRANT PROGRAM REQUIREMENTS

CITY SHALL:

- A. Comply with general requirements, and conditions of the State EMS County Grant Program.
- B. Submit to the COUNTY Representative on or before (FILL IN THE DATE - 90 DAYS BEFORE THE EXPIRATION OF GRANT FUNDING), copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that the purchase of the EQUIPMENT was incurred by the CITY.
- C. Immediately return the purchased EQUIPMENT to the COUNTY, should the CITY cease to operate its pre-hospital emergency medical services during the life of the equipment.
- D. 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 purchasing the EQUIPMENT to provide the training. CITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such, COUNTY may terminate this Agreement and demand return of the EQUIPMENT.

ARTICLE 5 – LIABILITY/INDEMNIFICATION

Each party to this 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 agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the CITY'S use, care and maintenance of the EQUIPMENT.

ARTICLE 6 – FILING

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

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon annual appropriations from the FY20 -20 EMS State grant funds. On-going costs for EMS, maintenance and replacement of the EQUIPMENT is the responsibility of the CITY and will not be funded under this grant program. Such costs remain the responsibility of the CITY. The COUNTY shall have no further obligation to the CITY, or any other person or entity.

ARTICLE 8 – 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or the CITY.

ARTICLE 9 – ARREARS

The CITY 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 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 10 - 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'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 CITY, 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 11 – NONDISCRIMINATION

The CITY 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 12- AUTHORITY TO PRACTICE

The CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services during the life of the equipment. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 13 – 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 14 – 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, EMS Manager
20 South Military Trail
West Palm Beach, FL

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – 6th Floor
West Palm Beach, Florida 33405

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

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY 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 16 - EXPIRATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall automatically expire in five (5) years or upon the expiration of the life of the EQUIPMENT, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the CITY may dispose of said EQUIPMENT as surplus property with no further municipal purpose.

ARTICLE 17 - EFFECTIVE DATE

This Interlocal Agreement shall become effective when signed by both the COUNTY and the CITY.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

CITY OF

By: _____
Vincent J. Bonvento
Director of Public Safety

By: _____
City Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

By _____
City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Division Director

By _____
City Representative

AGREEMENT BETWEEN PALM BEACH COUNTY AND [REDACTED] FOR THE REIMBURSEMENT OF EMERGENCY MEDICAL SERVICES GRANT EQUIPMENT

THIS AGREEMENT ("Agreement" or "contract") is made as of the ___ day of _____, ___ by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as COUNTY), and _____, (fill in the name of Business) authorized to do business in the State of Florida (herein referred to as the ENTITY) whose Federal Tax ID _____.

WITNESSETH

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, 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 Emergency Medical Services (EMS) in their county; and

WHEREAS, DOHEMS 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; and

WHEREAS, the COUNTY may reimburse and disburse the State trust funds to licensed emergency medical providers; and

WHEREAS, the COUNTY agrees to reimburse the ENTITY from its FY20 -20 EMS State grant funds for the purchase of _____ (FILL IN THE TYPE OF EQUIPMENT) ("EQUIPMENT" or "EMS equipment") and the ENTITY agrees to accept said reimbursement under the terms and conditions of the EMS State grant and this Agreement.

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ARTICLE 5 - LIABILITY/INDEMNIFICATION

ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this Agreement or due to the acts or omissions of ENTITY.

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**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

ENTITY

By: _____
Vincent J. Bonvento
Director of Public Safety

By: _____
Entity Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Division Director