

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: December 2, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Department of Public Safety	
Submitted By:	Department of Public Safety	
Submitted For:	Division of Emergency Management	
=====		

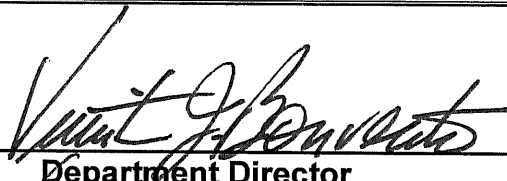

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: **Receive and File** an Emergency Medical Services Grant Interlocal Agreement with the City of Palm Beach Gardens for reimbursement in an amount not to exceed \$3,500 for an Emergency Medical Services (EMS) Training Workshop from EMS grant funding.

**Summary:** The County was awarded \$255,137 for FY 2013-14 from the State of Florida Department of Health, Bureau of Emergency Medical Services, to improve and expand the EMS systems. The County through its Public Safety Department agreed to reimburse the City of Palm Beach Gardens \$3,500 for the purchase of an EMS Training Workshop. The remaining EMS Grant funding will be used to purchase EMS equipment for the County and municipal agencies eligible for EMS grant funding. On August 13, 2013, the County Administrator or his designee was authorized to execute these standard agreements between the County and various governmental and non-governmental/private entities and make non-substantive and 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. There is no ad valorem funding required. Countywide (TKF)

**Background and Justification:** Pursuant to Florida Statutes Chapter 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 proposals for equipment or training for utilization 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.

- Attachment:**
- 1. City of Palm Beach Gardens Interlocal Agreement

Recommended By:		11/5/14
	Department Director	Date
Approved By:		11/5/14
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Operating Costs	3,500				
External Revenues	(3,500)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

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

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

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

Grant:    EMS Public Safety  
Fund:    EMS Award-Grant Program  
Unit:    EMS-Public Safety Grants

Departmental Fiscal Review: Stephane Leprieux

**II. REVIEW COMMENTS**

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

Susan Neary 11/10/14  
OFMB

Dr. J. Jacobson 11/14/14  
Contract Administration  
11-13-14 B Wheeler

**B. Legal Sufficiency:**

[Signature] 11/18/14  
Assistant County Attorney

**C. Other Department Review:**

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

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

**EMERGENCY MEDICAL SERVICES GRANT INTERLOCAL  
AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF  
PALM BEACH GARDENS FOR THE REIMBURSEMENT OF EMS  
TRAINING**

**THIS INTERLOCAL AGREEMENT** ("Interlocal Agreement" or "Agreement" or "contract") is made as of the 29<sup>th</sup> day of September, 2014, 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 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 FY2013-2014 EMS State Grant funds for the purchase of/or reimbursement for a "Training Workshop" to develop and conduct countywide training on the testing protocols for post-exposure of infectious diseases in compliance with State law; and

**WHEREAS**, 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 EMS Division Chief Keith Bryer, whose telephone number is (561) 799-4312.

**ARTICLE 3 - PAYMENT TO CITY**

The total amount to be paid by the COUNTY from its FY2013-2014 EMS Grant funds for the Training Workshop as reimbursement to the CITY under this Agreement shall not exceed a total amount of Three Thousand Five Hundred Dollars (\$3,500).

The CITY shall purchase the Training Workshop and submit the required documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least thirty (30) days before the expiration of the FY2013-2014 EMS State Grant, or as soon as practical prior to the expiration date. The FY2013-2014 EMS State Grant has an expiration date of November 14, 2014. Approved documentation will be processed by the County Finance Department for payment to the CITY. ANY DOCUMENTATION SUBMITTED BY THE CITY AFTER THE EXPIRATION DATE OF THE EMS STATE GRANT WILL NOT BE REIMBURSED.

**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 November 14, 2014, copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that the purchase of the Training Workshop was incurred by the CITY.
- C. Submit a report on the purchase to the COUNTY’S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons who attended the Training Workshop within 30 days of the effective date of this Agreement or the Training Workshop, whichever is practical based on the date the Training Workshop occurs. CITY’S failure to satisfactorily complete the training report in the timeframe provided shall constitute a breach of contract. As such, COUNTY may terminate this Agreement and demand return of the reimbursed funds for the Training Workshop.

768.28, Florida Statutes.

**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 FY2013-2014 EMS State grant funds.

**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, or genetic information.

**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 Training Workshop. 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. – 6<sup>th</sup> Floor  
West Palm Beach, Florida 33405

If sent to the CITY, notices shall be addressed to:  
EMS Division Chief Keith Bryer  
10500 North Military Trail  
Palm Beach Gardens, FL 33410

**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 upon fulfillment by the CITY of the Grant Program Requirements (referenced above).

**ARTICLE 17 - EFFECTIVE DATE**

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

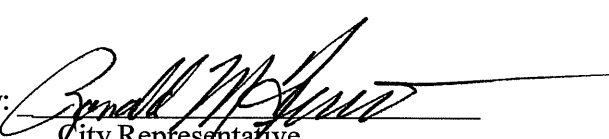
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTYBOARD  
OF COUNTY COMMISSIONERS**

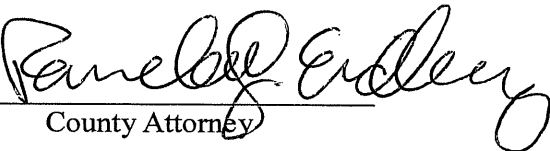
**CITY OF PALM BEACH  
GARDENS**

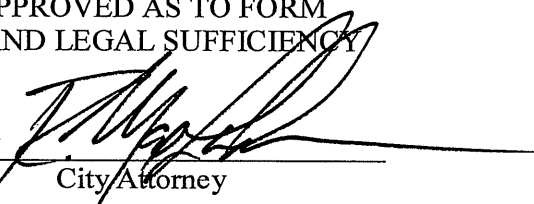
By:   
Vincent J. Bonvento  
Director of Public Safety

By:   
City Representative

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

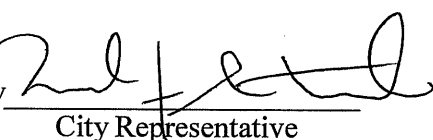
By:   
County Attorney

By:   
City Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Division Director

By:   
City Representative