

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

Meeting Date: May 5, 2015

☒ Consent
☐ Ordinance

☐ Regular
☐ 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 for the reimbursement of Emergency Medical Services grant equipment:

1. City of Boynton Beach
2. City of Greenacres
3. Village of North Palm Beach

Summary: The County was awarded \$223,371 during FY2014-2015 from the State of Florida Department of Health, Bureau of Emergency Medical Services (EMS), to improve and expand the EMS systems. The grant funding may be used by the County or municipal agencies to purchase EMS equipment and accordingly, the County has agreed to reimburse the City of Boynton Beach for the purchase of three (3) Power Pro Ambulance Cots and accessories in an amount not to exceed \$37,333. Secondly, the County has agreed to reimburse the City of Greenacres for the purchase of four (4) Power Pro Ambulance Cots and accessories in an amount not to exceed \$50,100. Equipment purchased by both the City of Boynton Beach and the City of Greenacres will decrease the amount of back injuries to their employees as well as ensure the safety of their patients. The County has also agreed to reimburse the Village of North Palm Beach in an amount not to exceed \$23,400 for the purchase of two (2) Lucas Cardiac Compression devices and accessories. This equipment provides continuous cardiac compressions which increase the chances of survival on sudden cardiac arrest patients. The remaining EMS grant funding will be used to purchase EMS equipment for the benefit of the citizens of the County and surrounding municipal agencies. 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** (JB)

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 funded through a portion of every municipal and county moving violation fine including DUI convictions. The licensed EMS providers within Palm Beach County submit a proposal for training or equipment and reimbursement is provided by the County from their EMS Grant Fund. The proposals are reviewed by the staff of the Division of Emergency Management and the Office of Emergency Medical Services.

Attachments:

1. Interlocal Agreement with the City of Boynton Beach
2. Interlocal Agreement with the City of Greenacres
3. Interlocal Agreement with the Village of North Palm Beach

Recommended By: Stephanie Depina

for Department Director

4/14/15
Date

Approved By: [Signature]

Assistant County Administrator

4/20/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures					
Operating Costs	110,833				
External Revenues	(110,833)				
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 8101
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 Sejioh

II. REVIEW COMMENTS

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

OFMB *am* 4/15 *adw* 4/15 *SB* 4/16

Dr. S. Jacobson 4/20/15
Contract Administration
4-20-14 B Wheeler

B. Legal Sufficiency:

James Brubaker 9/27/15
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 CITY OF BOYNTON BEACH FOR THE
REIMBURSEMENT OF EMERGENCY MEDICAL SERVICES GRANT EQUIPMENT

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement" or "Agreement" or "contract") is made as of the 9th day of APRIL, 2015, 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 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 FY2014-2015 EMS State grant funds for the purchase of three (3) Power pro Ambulance Cots and accessories ("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 EMS Coordinator Mike Landress, whose telephone number is (561) 742-6337.

ARTICLE 3 - PAYMENT TO TOWN

The total amount to be paid by the COUNTY from its FY2014-2015 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of thirty seven thousand three hundred and thirty three dollars (\$37,333.00).

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 FY2014-2015 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 September 30, 2015 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 FY2014-2015 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 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 or genetic information.

CITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CITY does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

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

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Attachment # 1
Page 4 of 8

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:

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

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**

By: 
Vincent J. Bonvento
Director of Public Safety

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Division Director

CITY OF BOYNTON BEACH

By: 
City Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
City Representative

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RESOLUTION R15-014

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A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE REIMBURSEMENT OF THREE POWER PRO AMBULANCE COTS AND ACCESSORIES PURSUANT TO THE PALM BEACH COUNTY EMERGENCY MANAGEMENT (PBCEM) RECENTLY AWARDED EMERGENCY MEDICAL SERVICES FY 2014-2015 EMS GRANT; AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach Fire Rescue Department is seeking to update and replace its current inventory of three (3) battery-powered stretchers which have been in service since 2008 with a new state-of-the-art version power stretcher (6506 POWERPRO XT) which features a more robust battery system and enhanced safety features; and

WHEREAS, Palm Beach County has agreed to reimburse the City from its FY2014-2015 EMS State grant funds for the purchase of three (3) Power Pro Ambulance Cots and accessories in an amount not to exceed \$37,333.00; and

WHEREAS, the City Commission upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to authorize the City Manager to sign the Interlocal Agreement with Palm Beach County to reimburse the City for three (3) Power Pro Ambulance Cots and accessories pursuant to the Palm Beach County Emergency Management recently awarded Emergency Medical Services FY 2014-2015 EMS Grant in an amount not to exceed \$37,333.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Attachment # 1

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

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement" or "Agreement" or "contract") is made as of the 7th day of April, 2015, 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 Greenacres 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 FY2014-2015 EMS State grant funds for the purchase of four (4) Power Pro Ambulance Cots and accessories ("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 Fire Rescue Division Chief Mark Pure, whose telephone number is (561) 642-2146.

ARTICLE 3 - PAYMENT TO CITY

The total amount to be paid by the COUNTY from its FY2014-2015 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of fifty thousand and one hundred dollars (\$50,100.00).

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 FY2014-2015 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 September 30, 2015 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 FY2014-2015 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 or genetic information.

City has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if City does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

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:

Fire Rescue Division Chief Mark Pure
2995 Jog road
Greenacres, FL 33467

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.

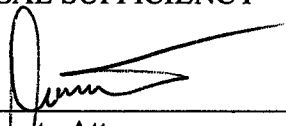
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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**

By: 
Vincent J. Bonvento
Director of Public Safety

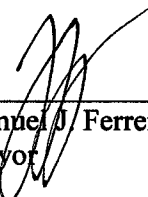
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

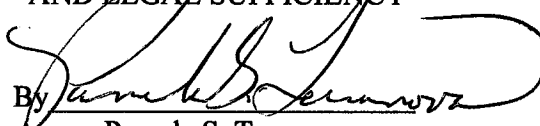
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Division Director


CITY OF GREENACRES

By: 
Samuel J. Ferreri
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Pamela S. Terranova
City Attorney

ATTEST:

By: 
Denise McGrew
City Clerk

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

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement" or "Agreement" or "contract") is made as of the 7th day of April, 2015, 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 North Palm Beach a municipal corporation of the State of Florida (herein referred to as the Village), 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 VILLAGE from its FY2014-2015 EMS State grant funds for the purchase of two (2) Lucas Cardiac Compression Devices and accessories ("EQUIPMENT" or "EMS equipment") and the VILLAGE 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 VILLAGE 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 VILLAGE'S representative/contact monitor during the term of the Agreement shall be EMS Captain Andrew Lezza, whose telephone number is (561) 848-2525.

ARTICLE 3 - PAYMENT TO VILLAGE

The total amount to be paid by the COUNTY from its FY2014-2015 EMS grant funds for the purchased EMS Equipment as reimbursement to the VILLAGE under this Agreement shall not exceed a total amount of twenty three thousand four hundred dollars (\$23,400.00).

The VILLAGE 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 FY2014-2015 EMS State Grant. Approved documentation will be processed by the County Finance Department for payment to the VILLAGE.

ARTICLE 4 - GRANT PROGRAM REQUIREMENTS

VILLAGE SHALL:

- A. Comply with general requirements, and conditions of the State EMS County Grant Program.
- B. Submit to the COUNTY Representative on or before September 30, 2015 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 VILLAGE.
- C. Immediately return the purchased EQUIPMENT to the COUNTY, should the VILLAGE 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 VILLAGE purchasing the EQUIPMENT to provide the training. VILLAGE'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 VILLAGE agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the VILLAGE'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 FY2014-2015 EMS State grant funds. On-going costs for EMS, maintenance and replacement of the EQUIPMENT is the responsibility of the VILLAGE and will not be funded under this grant program. Such costs remain the responsibility of VILLAGE. The COUNTY shall have no further obligation to the VILLAGE, 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 VILLAGE.

ARTICLE 9 – ARREARS

The VILLAGE 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 VILLAGE 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 VILLAGE'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 VILLAGE, 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 VILLAGE 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.

VILLAGE has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if VILLAGE does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 12- AUTHORITY TO PRACTICE

The VILLAGE 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

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Attachment # 3

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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 VILLAGE, notices shall be addressed to:

EMS Captain Andrew Lezza
560 US Highway 1
North Palm Beach, FL 33408

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the VILLAGE 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 VILLAGE 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 VILLAGE.

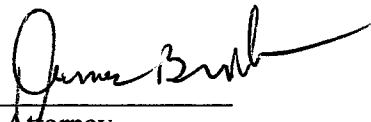
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

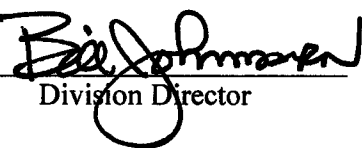
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 
Vincent J. Bonvento
Director of Public Safety

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

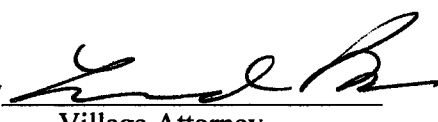
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Division Director

VILLAGE OF NORTH PALM BEACH

By: 
Village Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Village Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Village Representative

RESOLUTION 2015-18

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE REIMBURSEMENT OF EMERGENCY MEDICAL SERVICES GRANT EQUIPMENT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE SAME; APPROVING THE SOLE SOURCE PURCHASE OF TWO LUCAS CARDIAC COMPRESSION DEVICES FROM PHYSIO-CONTROL, INC. AT A TOTAL COST OF \$22,688.05; APPROVING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT AND EXPENDITURE OF THE GRANT FUNDS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has offered the Village a non-matching grant through the Florida Department of Health, Bureau of Emergency Medical Services County Grant Program in the amount of \$23,400; and

WHEREAS, receipt of the grant funds requires execution of an Interlocal Agreement with Palm Beach County; and

WHEREAS, Village Administration seeks to utilize the funds for the sole source purchase of two (2) Lucas Cardiac Compression Devices and accessories; and

WHEREAS, the Village Council wishes to amend the general fund budget to reflect receipt of the grant funds and authorize the expenditure of the funds for the purchase; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves an Interlocal Agreement with Palm Beach County for the Reimbursement of Emergency Medical Services Grant Equipment and authorizes the Village Manager to execute the Agreement on behalf of the Village.

Section 3. The Village Council approves the sole source purchase of two (2) Lucas Cardiac Compression Devices and accessories from Physio-Control, Inc. at a total cost of \$22,688.05, with funds expended from Account No. S5812-49001 ("EMS Grant Expense").

Section 4. In order to reflect the receipt of grant funds and to set aside funds for this reimbursable grant purchase, the Village Council hereby approves the following budget amendment:

Budget Amendment:

Account	Description	Use	Source
Special Revenue Grant Fund:			
S0911-33001	EMS Grant Revenue		\$ 23,400
S5812-49001	EMS Grant Expense	\$ 23,400	
Total Special Revenue Grant Fund:		\$ 23,400	\$ 23,400

Section 5. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 6. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 12th DAY OF FEBRUARY, 2015.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK