

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

Meeting Date: May 17, 2016

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 A) approved Department of Health EMS Grant Program Change Request in the amount of \$66,670.47 and B) two executed Interlocal Agreements with City of Boca Raton and the City of Boynton Beach for the reimbursement of Emergency Medical Services (EMS) grant funding for medical equipment.

Summary: The \$66,670.47 represents rollover funding from the State of Florida Department of Health, Bureau of Emergency Medical Services for improvement and expansion of the EMS systems and interest earned during the FY 2014-2015 grant cycle. 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 municipalities as follows: 1) City of Boca Raton for the purchase of ten (10) Buckeye Camera Systems not to exceed the amount of \$28,500; and 2) City of Boynton Beach for the purchase of Target Solutions Software not to exceed the amount of \$16,100. 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 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. On December 2, 2014, R2014-1862 authorized the County Administrator or designee to sign EMS Grant Program Change Request forms after approval of the FY 2014-2015 grant application was obtained from the State of Florida, Department of Health, Bureau of Emergency Medical Services. **There is no ad valorem funding required. Countywide (DC)**

Background and Justification: Pursuant to Chapter 401, Part II, Florida Statutes, 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 Grant Review Committee of the EMS Advisory Council.

Attachments:

- 1. Department of Health EMS Grant Program Change Request
- 2. City of Boca Raton Interlocal Agreement
- 3. City of Boynton Beach Interlocal Agreement

Recommended By: Stephanie Semore Department Director Date: 4/22/16

Approved By: [Signature] Deputy County Administrator Date: 5-10-16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | | | | | |
| Operating Costs | \$66,670 | | | | |
| External Revenues | (\$66,670) | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| Net Fiscal Impact | <u>0</u> | | | | |

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 RevSc 3429

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

Grant: EMS Public Safety
 Fund: EMS Award-Grant Program
 Unit: EMS-Public Safety Grants
 Program Period: GY14
 Program: Various

Departmental Fiscal Review: Stephanie Leinobe

II. REVIEW COMMENTS

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

Sherry Bon
 OFMB
 5/2/16

Jan J. Jambrey 5/9/16
 Contract Administration
 5/9/16

B. Legal Sufficiency:

AD Coff 5/9/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Department of Health EMS GRANT PROGRAM CHANGE REQUEST

Name of Grantee: Palm Beach County

Grant ID Code: C4050

| BUDGET LINE ITEM | CHANGE FROM | CHANGE TO |
|---------------------------------------|----------------|---------------------|
| City of Greenacres Fire Department | 0.00 | \$10,000.00 |
| City of Boca Raton Fire Department | 0.00 | \$28,500.00 |
| City of Boynton Beach Fire Department | 0.00 | \$16,017.00 |
| Palm Beach County EMS Office | 0.00 | \$ 9,863.28 |
| Interest Earned | 0.00 | \$2,290.19 |
| TOTAL | \$ 0.00 | \$ 66,670.47 |

Justification For Change:
 The following requests are to utilize the remaining balance of Grant C3050 and provide additional funding to Grant C4050:
 Please see attached form

Stephan Lemire
 Signature of Authorized Official 1/28/16
Date

For department use only.

Approved Yes No

Change No: 1

Alan Van Liew
 Department's Authorized Representative

Jan. 29, 2016
Date

ohay
AVZ 1/29/2016

| | | | | |
|---|--|------------------|---|----------------------|
| <p>The City of Greenacres Fire Department is requesting to purchase Tablets for patient documentation reporting.</p> | <p>This project will enhance patient documentation reporting.</p> | <p>10,000.00</p> | <p>Emergency Medical Services (EMS)</p> | <p>Reimbursement</p> |
| <p>The City of Boca Raton Fire Department is requesting to purchase a Buckeye 360 Camera system that will enhance EMS by providing a safer environment for patients as well as EMS providers. The system allows for a 360-degree view around the ambulance/medic unit, which will enhance safety at the emergency scene, the hospital, and the station. The system will allow the driver to see all obstacles, people, and hazards surrounding the vehicle. In addition, verification of emergency personnel's proximity to an ambulance/medic unit when emergently departing the scene of a trauma incident or MCI can be confirmed.</p> | <p>This new surveillance system will allow for a 360-degree view around the ambulance/medic unit, which will enhance safety at the emergency scene, the hospital, and the station.</p> | <p>28,500.00</p> | <p>Emergency Medical Services (EMS)</p> | <p>Reimbursement</p> |
| <p>The City of Boynton Beach Fire Department is requesting to purchase Target Solutions software, this software was initially founded in 1999 with a focus on serving public safety agencies. Since the beginning, their goal has been to deliver engaging online training courses, cutting-edge software applications, and world-class customer service. Today, more than 200,000 people use Target Solutions' online training management system to achieve compliance with federal, state and local training mandates. The software company offers</p> | <p>Target Solutions will enhance our EMS delivery to our customers by helping to provide our personnel the utmost professionalism through continued training and education.</p> | <p>16,017.00</p> | <p>Emergency Medical Services (EMS)</p> | <p>Purchase</p> |

Attachment # 1

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Okay AVZ 4/29/20

| | | | | |
|---|--|--------------------|---|-----------------|
| <p>highly-skilled and experienced consultants that will allow our EMT and paramedics the EMS CEUs they will need to stay certified in the ever-changing world of EMS. The program is state accredited and personnel will have 24/7 access. Other advantages to the program, it allows for invaluable information sharing among various EMS providers within Palm Beach County. Target Solutions will enhance our EMS delivery to our customers by helping to provide our personnel the utmost professionalism through continued training and education.</p> | | | | |
| <p>Palm Beach County Emergency Management is requesting training for Countywide EMT's and Paramedics to enhance their skills by using START triage, patients are sorted based on objective criteria on how they present. The severity of injury and therefore treatment and/or transport priority in START triage is sorted by color code. Triage tags contain these colors so treatment and transport crews can see at a glance which patients have been triaged to which level.</p> | <p>This training will enhance the skills of first responders by triaging patients based on objective criteria on how they present.</p> | <p>12153.47</p> | <p>Emergency Medical Services (EMS)</p> | <p>Purchase</p> |
| <p>Total plus Interest and carry over.</p> | | <p>\$66,670.47</p> | | |

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

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement” or “Agreement” or “contract”) is made as of the 22nd day of APRIL, 2016, 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 Boca Raton 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 **Ten (10) Backeye Camera Systems** (“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 John Treanor, whose telephone number is (561) 982-4033.

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 twenty eight thousand and five hundred dollars (\$28,500.00).

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, 2016 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:

John Treanor
6500 Congress Avenue, Suite 200
Boca Raton, FL 33487

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 BOCA RATON

By: Stephanie Lepore
Vincent J. Bonvento
Director of Public Safety

By: [Signature]
City Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

By: [Signature]
City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Division Director

By: [Signature]
City Representative

**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 27th day of APRIL, 2016, 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

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

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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:

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

With a copy to:

James A. Cherof, City Attorney
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

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Attachment # 3
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**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

CITY OF BOYNTON BEACH

By: Stephanie Simone
Vincent J. Bonvento
Director of Public Safety

By: Tom Lavenore
City Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

By: [Signature]
City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Division Director

By: [Signature]
City Representative