

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

Meeting Date: September 13, 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: amendment to Interlocal Agreement with the Village of North Palm Beach for the reimbursement of Emergency Medical Services (EMS) grant equipment to correct a scrivener's error by replacing September 30, 2015 with September 30, 2016.

**Summary:** On April 20, 2016, the County and the Village of North Palm Beach executed an Interlocal Agreement, R2016-0651, for the reimbursement of EMS grant equipment. The parties identified a scrivener's error in Article 4 of the Grant Agreement and agreed to correct the error. The County and the Village of North Palm Beach agreed that the date in Article 4, paragraph B of the Grant Agreement would be deleted and replaced with language stating that the Village of North Palm Beach shall submit to the County on or before September 30, 2016 copies of paid receipts, invoices, or other documentation acceptable to the County Finance Department to establish that the purchase of the equipment was incurred by the Village of North Palm Beach. In all other respects the original Grant Agreement remains unchanged and is ratified and confirmed. 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. There is no ad valorem funding required. Countywide (LDC)

**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 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, Office of Emergency Medical Services, and Grant Review Committee of the EMS Advisory Council of Palm Beach County.

**Attachments:**

1. Amendment to Interlocal Agreement with Village of North Palm Beach
2. Village of North Palm Beach Interlocal Agreement, R2016-0651

Recommended By: Stephane Lemire  
Department Director

8/29/16  
Date

Approved By: [Signature]  
Deputy County Administrator

9/7/16  
Date

**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	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	* =====	=====	=====	=====	=====

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

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

Budget Account Exp No: \_\_\_\_\_ Rev No: \_\_\_\_\_

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

Grant:

Fund:

Unit:

Program: MS81

\*There is no additional fiscal impact. The total amount of the agreement remains unchanged (\$20,000 grant funded 1425/662/5230/MS81/GY15).

Departmental Fiscal Review: \_\_\_\_\_  
*[Signature]* 8/18/16

**II. REVIEW COMMENTS**

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

\_\_\_\_\_ 8/30/16  
*[Signature]*  
 OFMB *ET 8/26*  
*8/29*

\_\_\_\_\_ 9/16/16  
*[Signature]*  
 Contract Administration  
 9/2/16 *[Signature]*

**B. Legal Sufficiency:**

\_\_\_\_\_ 9/1/16  
*[Signature]*  
 Assistant County Attorney

**C. Other Department Review:**

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

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

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

THIS AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") is made as of this 18<sup>th</sup> day of AUGUST, 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 Village of North Palm Beach, a municipal corporation of the State of Florida (herein referred to as the VILLAGE).

**WITNESSETH**

WHEREAS, on April 20, 2016, the VILLAGE and the COUNTY executed an Interlocal Agreement Between Palm Beach County and the Village of North Palm Beach for the Reimbursement of Emergency Medical Services Grant Equipment (the "Grant Agreement"); and

WHEREAS, the parties have identified a scrivener's error in Article 4 of the Grant Agreement and have agreed to correct said error through this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and the Village agree as follows:

1. Article 4, paragraph B of the Grant Agreement is hereby deleted and replaced with the following:
  - 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 VILLAGE
2. In all other respects the original Grant Agreement remains unchanged and is ratified and confirmed.
3. The Parties may execute this Amendment in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

IN WITNESS WHEREOF, the COUNTY and the VILLAGE have caused this Amendment to be executed the day and year set forth above.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By: Verdiana C. Baker  
County Administrator or Designee

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Division Director

**VILLAGE OF NORTH PALM BEACH**

By: [Signature]  
Village Representative

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
VILLAGE Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
VILLAGE Representative

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

**MAY 17 2016**

**THIS INTERLOCAL AGREEMENT** ("Interlocal Agreement" or "Agreement" or "contract") is made as of the 20<sup>th</sup> 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 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 FY2015-2016 EMS State grant funds for the purchase of one (1) power cot fastening system ("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.

Attachment # 2

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**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 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 FY2015-2016 EMS grant funds for the purchased EMS Equipment as reimbursement to the VILLAGE under this Agreement shall not exceed a total amount of twenty thousand dollars (\$20,000.00).

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 FY2015-2016 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 FY2015-2016 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 the 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  
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 VILLAGE, notices shall be addressed to:

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**

**VILLAGE OF NORTH PALM BEACH**

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

By: James P. Kelly  
James P. Kelly  
Village Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: AW Coffman  
County Attorney

By: [Signature]  
VILLAGE Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO TERMS  
AND CONDITIONS

By: Bill Johnson  
Division Director

By: James P. Kelly  
James P. Kelly  
Village Manager