

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

Meeting Date: July 11, 2017

Consent  
 Ordinance

Regular  
 Public Hearing

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

**EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: receive and file six (6) Interlocal Agreements with the City of Boynton Beach, City of Palm Beach Gardens, Village of North Palm Beach, City of Delray Beach, City of Greenacres, and the Village of Tequesta, for reimbursement from Emergency Medical Services (EMS) grant funding for medical equipment.

**Summary:** The County was awarded \$193,474 during the FY2016-17 grant cycle 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 municipalities as follows: 1) City of Boynton Beach for the purchase of patient reporting tablets in an amount not to exceed \$10,000; 2) City of Palm Beach Gardens for the purchase of patient recording tablets in an amount not to exceed \$18,200; 3) Village of North Palm Beach for the purchase of a cardiac compression device and video laryngoscopes in an amount not to exceed \$21,207; 4) City of Delray Beach for the purchase of an adult simulation lab in an amount not to exceed \$25,000; 5) City of Greenacres for the purchase of a cardiac compression device and video laryngoscopes in an amount not to exceed \$21,478; and 6) Village of Tequesta for the purchase of a patient transport stretcher in an amount not to exceed \$17,500. 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. There is no ad valorem funding required. Countywide (LDC)

**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. City of Boynton Beach Interlocal Agreement
2. City of Palm Beach Gardens Interlocal Agreement
3. Village of North Palm Beach Interlocal Agreement
4. City of Delray Beach Interlocal Agreement
5. City of Greenacres Interlocal Agreement
6. Village of Tequesta Interlocal Agreement

Recommended By: \_\_\_\_\_

Department Director

Date

*[Signature]* for Stephanie Sejnoha 6/16/17

Approved By: \_\_\_\_\_

Deputy County Administrator

Date

*[Signature]* 6/21/17

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures					
Operating Costs	\$113,385				
External Revenues	(\$113,385)				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>0</u>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

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

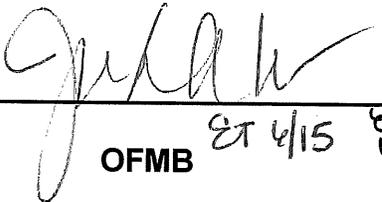
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

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

Departmental Fiscal Review: \_\_\_\_\_

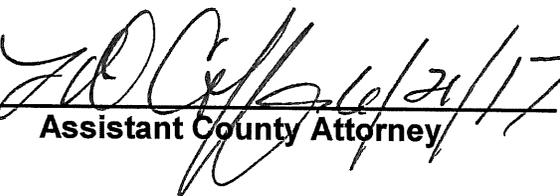
**II. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB ET 4/15 EB 6/16  
 6/16/17

  
 \_\_\_\_\_  
 Contract Administration  
 6/11/17

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney  
 6/24/17

**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 12<sup>th</sup> day of May, 2017, 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 FY2016-2017 EMS State grant funds for the purchase of **Fifteen (15) Reporting Tablets** (“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.

Attachment # 1  
Page 1 of 7

**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 Mike Landress, whose telephone number is (561) 742-6337.

**ARTICLE 3 - PAYMENT TO CITY**

The total amount to be paid by the COUNTY from its FY2016-2017 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of ten thousand dollars (\$10,000.00).

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 FY2016-2017 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, 2017 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, if applicable 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 FY2016-2017 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. – 6<sup>th</sup> 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

CITY OF BOYNTON BEACH

By: Verdenia C. Baker  
Verdenia C. Baker  
County Administrator

By: Sam Sabany  
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

NON-DISCRIMINATION AFFIRMATION AND CERTIFICATION

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County contained in R-2014-1421, as amended, stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, or such policy is not consistent with Palm Beach County's policy, the entity shall be required to sign a statement affirming they will conform to Palm Beach County's non-discrimination policy as stated above.

CERTIFICATION

The City of Boynton Beach does not have a written non-discrimination policy or one that complies with Palm Beach County's policy as stated above; however the City of Boynton Beach affirms that it will conform to County's non-discrimination as contained in R-2014-1421, as amended.

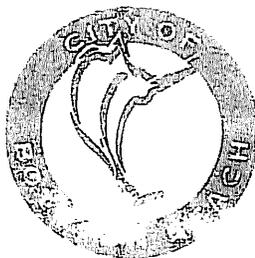
CITY OF BOYNTON BEACH,  
a municipal corporation of the State of Florida

By: Jerry Taylor  
Jerry Taylor, Mayor

15 Sept. 18  
Date

ATTEST:

By: Janet M. Prainito  
Janet M. Prainito, MMC, Town Clerk



Attachment # 1

Page 7 of 7

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

**THIS INTERLOCAL AGREEMENT** (“Interlocal Agreement” or “Agreement” or “contract”) is made as of the 12<sup>th</sup> day of May, 2017, 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 FY2016-2017 EMS State grant funds for the purchase of **ten (10) Xslate Tablets** (“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 Chief James Ippolito, whose telephone number is (561) 799-4399.

**ARTICLE 3 - PAYMENT TO CITY**

The total amount to be paid by the COUNTY from its FY2016-2017 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of eighteen thousand two hundred dollars (\$18,200.00).

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 FY2016-2017 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, 2017 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, if applicable 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 FY2016-2017 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. – 6<sup>th</sup> Floor  
West Palm Beach, Florida 33405

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

EMS Chief James Ippolito  
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 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 PALM BEACH GARDENS

By: Verdenia C. Baker  
Verdenia C. Baker  
County Administrator

By: Ronald M. Ferris  
City Representative

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

By: [Signature]  
City Attorney  
for Abigail Forrester-Jordanby

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO TERMS  
AND CONDITIONS

By: Bill [Signature]  
Division Director

By: [Signature]  
City Representative

**NON-DISCRIMINATION POLICY**

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to check the applicable statement and sign below affirming it will conform with Palm Beach County's policy.

Check only one:

( ) MUNICIPALITY hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and MUNICIPALITY hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

(√) MUNICIPALITY hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

( ) MUNICIPALITY hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, MUNICIPALITY hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE: MUNICIPALITY shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

MUNICIPALITY:

City of Palm Beach Gardens  
Name of MUNICIPALITY

  
Signature

Ronald M. Ferris  
Name (type or print)

City Manager  
Title

3/6/17  
Date

Attachment # 2

Page 7 of 7

**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 12<sup>th</sup> day of May, 2017, 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 FY2016-2017 EMS State grant funds for the purchase of **one (1) cardiac compression device and three (3) King Vision Laryngoscopes** ("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 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 FY2016-2017 EMS grant funds for the purchased EMS Equipment as reimbursement to the VILLAGE under this Agreement shall not exceed a total amount of twenty one thousand two hundred and seven dollars (\$21,207.00).

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 FY2016-2017 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, 2017 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, if applicable 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 FY2016-2017 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.

Attachment # 3  
Page 3 of 7

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  
WPB, FL 33401

Attachment # 3  
Page 4 of 7

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6<sup>th</sup> Floor  
WPB, 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: Verdenia C. Baker  
Verdenia C. Baker  
County Administrator

By: [Signature]  
VILLAGE Representative

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

By: [Signature]  
VILLAGE Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Division Director

By: [Signature]  
VILLAGE Representative

# LEONARD G. RUBIN, P.A.

NORTHPOINT CORPORATE CENTER  
701 NORTHPOINT PARKWAY, SUITE 209  
WEST PALM BEACH, FLORIDA 33407-1950

LEONARD G. RUBIN  
FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

TELEPHONE: (561) 721-1683  
FACSIMILE: (561) 686-8764

February 27, 2017

**Via Electronic Mail ([dcoffman@pbcgov.org](mailto:dcoffman@pbcgov.org))**

Denise Coffman, Esquire  
Palm Beach County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

Re: Village of North Palm Beach/Non-Discrimination Policy (EMS Grant)

Dear Ms. Coffman:

Consistent with Palm Beach County Resolution R2014-1421, this letter shall confirm that the Village of North Palm Beach does not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

While the Village's policy does not expressly reference a prohibition against discrimination based on "gender identity and expression" or "genetic information," the Village's policy does prohibit discrimination "as required by law." While gender identity or expression is not expressly listed as a protected category by either federal or state statute, the Village follows legal precedent holding that Title VII of the Civil Rights Act of 1964 not only includes discrimination because of biological sex, but also gender stereotyping or failing to act and appear according to expectations defined by gender. Additionally, genetic information is a protected category pursuant to the Genetic Information Nondiscrimination Act of 2008. Finally, while not expressly stated, the Village has always interpreted its non-discrimination policy to include familial status.

Should you have any questions relative to the foregoing, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely yours,



Leonard G. Rubin  
Village Attorney

LGR/I

cc: Samia Janjua, Interim Village Manager  
Captain Andrew Lezza

Attachment # 3  
Page 2 of 7

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

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement" or "Agreement" or "contract") is made as of the 12<sup>th</sup> day of May, 2017, 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 Delray 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 FY2016-2017 EMS State grant funds for the purchase of **one (1) adult simulation lab** ("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 Steve Moews, whose telephone number is (561) 243-7440.

**ARTICLE 3 - PAYMENT TO CITY**

The total amount to be paid by the COUNTY from its FY2016-2017 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of twenty five thousand dollars (\$25,000.00).

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 FY2016-2017 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, 2017 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, if applicable 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 FY2016-2017 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. – 6<sup>th</sup> Floor  
West Palm Beach, Florida 33405

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

Steve Moews  
501 W. Atlantic Avenue  
Delray Beach, FL 33444

**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.

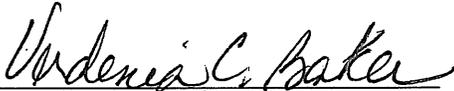
**ARTICLE 17 - EFFECTIVE DATE**

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

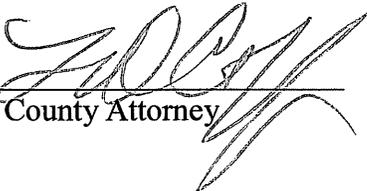
**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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:   
Verdenia C. Baker  
County Administrator

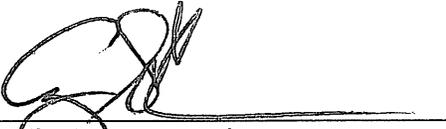
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

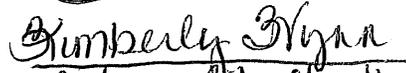
By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

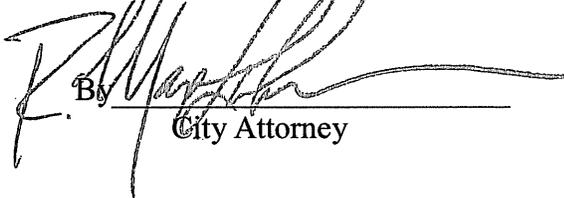
By:   
Division Director

CITY OF DELRAY BEACH

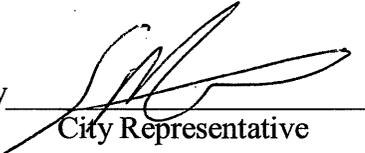
By:   
City Representative

  
Acting City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
City Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
City Representative

**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 12<sup>th</sup> day of May, 2017, 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 FY2016-2017 EMS State grant funds for the purchase of **one (1) Lucas Cardiac Compression device and six (6) King Vision Video Laryngoscopes** ("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 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 FY2016-2017 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of twenty one thousand four hundred and seventy eight dollars (\$21,478.00).

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 FY2016-2017 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, 2017 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, if applicable 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 FY2016-2017 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. - 6<sup>th</sup> Floor  
West Palm Beach, Florida 33405

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

Mark Pure  
2995 South 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**

**CITY OF GREENACRES**

By: Verdenia C. Baker  
Verdenia C. Baker  
County Administrator

By: Samuel J. Ferreri  
Samuel J. Ferreri  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

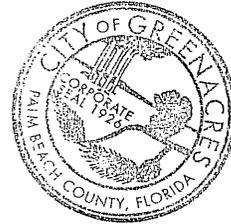
By: [Signature]  
James D. Stokes  
City Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Division Director

By: [Signature]  
Joanna Cunningham, MMC  
City Clerk



**NON-DISCRIMINATION POLICY STATEMENT**  
**(If the City of Greenacres does not have a written policy)**

Pursuant to Resolution R-2014-1421, as amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County contained in R-2014-1421, as amended, stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, or such policy is not consistent with Palm Beach County's policy, the entity shall be required to sign a statement affirming they will conform to Palm Beach County's non-discrimination policy as stated above.

City of Greenacres does not have a written non-discrimination policy or one that complies with Palm Beach County's policy as stated above; however City of Greenacres affirms that it will conform to County's non-discrimination as contained in R-2014-1421, as amended.

**CITY OF GREENACRES:**

  
\_\_\_\_\_  
Signature

**James D. Stokes**  
\_\_\_\_\_  
Name (type or print)

**City Attorney**  
\_\_\_\_\_  
Title

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

**THIS INTERLOCAL AGREEMENT** (“Interlocal Agreement” or “Agreement” or “contract”) is made as of the 12<sup>th</sup> day of May, 2017, 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 Tequesta 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 FY2016-2017 EMS State grant funds for the purchase of **one (1) patient transport stretcher** (“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 Jim Trube whose telephone number is (561) 768-0553.

**ARTICLE 3 - PAYMENT TO VILLAGE**

The total amount to be paid by the COUNTY from its FY2016-2017 EMS grant funds for the purchased EMS Equipment as reimbursement to the VILLAGE under this Agreement shall not exceed a total amount of seventeen thousand and five hundred dollars (\$17,500.00).

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 FY2016-2017 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, 2017 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, if applicable 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 FY2016-2017 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  
WPB, FL 33401

Page 4 of 6

Attachment # 6  
Page 4 of 6

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6<sup>th</sup> Floor  
WPB, Florida 33405

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

Jim Trube  
357 Tequesta Drive  
Tequesta, FL 33469

**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**

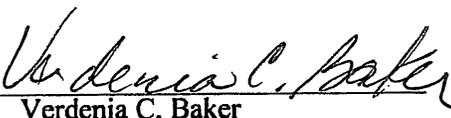
This Interlocal Agreement shall become effective when signed by both the COUNTY and the VILLAGE.

**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 TEQUESTA

By:   
Verdenia C. Baker  
County Administrator

By:   
VILLAGE Representative

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

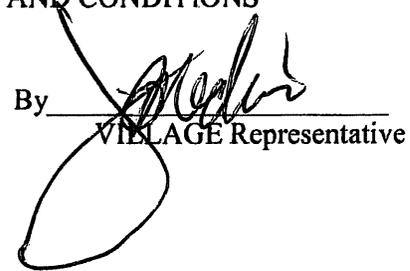
By:   
County Attorney

By:   
VILLAGE Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Division Director

By:   
VILLAGE Representative