

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

| | | |
|-------------------------------|---|---|
| Meeting Date: August 15, 2017 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | <input type="checkbox"/> Workshop | <input type="checkbox"/> Public Hearing |

Department: Fire-Rescue

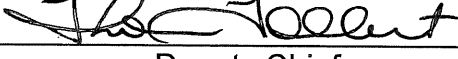

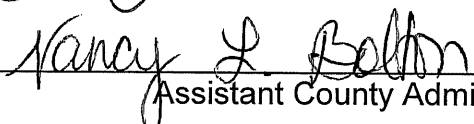
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement for Funding of First Responder Training with the Town of Lake Clarke Shores (Town) in an amount not to exceed \$10,000 annually for training and certification of its first responder personnel as Emergency Medical Technicians (EMTs) effective October 1, 2017 through September 30, 2027.

Summary: Palm Beach County Fire Rescue (PBCFR) provides fire protection and emergency medical services to the Town through the Fire Rescue Municipal Service Taxing Unit (MSTU). The Town's police department is a first responder agency which provides first response medical aid at emergency scenes within the Town. On February 24, 2004, the Board approved an agreement (R2004-0365) to provide the Town annual funding of \$10,000 for EMT training and certification for their first response personnel. That agreement expired October 1, 2010, and a subsequent retroactive agreement (R2011-0773) was approved on May 11, 2011. This current agreement will expire on September 30, 2017. The proposed agreement is for a ten-year period. Countywide (SB)

Background and Justification: The Town opted into the Fire Rescue MSTU to receive fire protection and emergency medical services from the County. The training and certification of the Town's first responder personnel as EMTs will enhance the level of its first responder services. PBCFR has determined that such an enhanced level of first responder services by the Town will benefit the Fire Rescue MSTU by supplementing and enhancing the emergency medical services and patient care provided by PBCFR.

Attachment: Interlocal Agreement (2)

| | | |
|-----------------|---|-----------|
| Recommended by: |  | 7/20/17 |
| | Deputy Chief | Date |
| Approved by: |  | 7/20/2017 |
| | Fire Rescue Administrator | Date |
| Approved by: |  | 7/28/17 |
| | Assistant County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|--------------------------|----------|---------------|---------------|---------------|---------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | <u>10,000</u> | <u>10,000</u> | <u>10,000</u> | <u>10,000</u> |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | _____ | <u>10,000</u> | <u>10,000</u> | <u>10,000</u> | <u>10,000</u> |
| # ADDITIONAL FTE | | | | | |
| POSITIONS (Cumulative) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

Is Item Included in Proposed Budget? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4230 Object 3401

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

The \$10,000 annual obligation will be funded through the Fire Rescue MSTU.

C. Departmental Fiscal Review: ckopelakis for Mike Marty

III. REVIEW COMMENTS

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

J. M. [Signature] 7/25/17
OFMB 21 7/24 [Signature]

[Signature] for Devin Jacobowitz
Contract Development and Control
7/27/17 [Signature]

B. Legal Sufficiency

[Signature] 7/27/17
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**INTERLOCAL AGREEMENT
FOR FUNDING OF FIRST RESPONDER TRAINING
BETWEEN THE TOWN OF LAKE CLARKE SHORES AND PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT FOR FUNDING OF FIRST RESPONDER TRAINING, is made and entered into on _____, by and between the TOWN OF LAKE CLARKE SHORES, a Florida municipal corporation located in Palm Beach County, Florida, (hereinafter the "Town") and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners.

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, Palm Beach County Code Chapter 26, Division 3, as may be amended, established the Fire/Rescue Municipal Service Taxing Unit (the "MSTU") as a mechanism to provide and fund fire protection and emergency medical services; and

WHEREAS, the Town opted into the MSTU to receive fire protection and emergency medical services from the County; and

WHEREAS, the Town's police department is a first responder agency which provides first response medical aid at emergency scenes within the Town; and

WHEREAS, the Town desires to enhance the level of its first responder services by having its first responder personnel trained and certified as Emergency Medical Technicians ("EMT"s); and

WHEREAS, the County has determined that such an enhanced level of first responder services by the Town will benefit the MSTU by supplementing and enhancing the County's provision of emergency medical services and patient care therein, and thereby promote the public health, safety and welfare; and

WHEREAS, the County therefore desires to provide partial funding to the Town to offset the cost of said training.

NOW, THEREFORE, the Town and the County, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. INCORPORATION OF FACTS

The facts set forth above in the preamble to this Agreement are true and correct and are hereby reaffirmed by the parties.

SECTION 2. PURPOSE

The purpose of this Agreement is for the County to provide partial funding for the Town to provide EMT training, certification, and related equipment for its first responder personnel. The Town shall cooperate with the County to insure that the first responder services provided by Town are coordinated with the fire-rescue services provided by the County.

SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR

The County's representative and contract monitor during the term of this Agreement shall be the Fire-Rescue Administrator whose telephone number is 561-616-7000. The Town's representative and contract monitor during the term of this Agreement shall be the Town Administrator whose telephone number is 561-964-1515.

SECTION 4. COUNTY RESPONSIBILITIES

A. Funding

The County shall provide funding to the Town, not-to-exceed \$10,000 annually, as a partial off-set of the Town's cost of providing EMT training, certification, and related equipment for its first responder personnel.

B. Training

To the extent available, permitted by law and authorized by the Palm Beach County Fire Rescue Medical Director, the County shall provide the Town's first responder EMT personnel with access to the County's existing in-house training relating to first responder services.

SECTION 5. TOWN RESPONSIBILITIES

First Responder Training and Services

The Town shall have its first responder personnel trained and certified as EMTs through an authorized EMT training program and in compliance with Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, and any other applicable laws and regulations. The Town shall ensure that its first responder personnel maintain their EMT certification and qualifications through any and all necessary continuing education, recertification, and any other applicable requirements.

The Town agrees that its certified EMT first responder personnel shall respond to fire and rescue calls within the Town as first responders. The funding provided by the County under this

Agreement shall be used by the Town solely to offset the cost of EMT training, certification, and related equipment for the Town's first responder personnel. The Town shall comply with all applicable laws, regulations and standards in providing the first responder services contemplated hereunder. The Town shall be solely responsible for determining what training, equipment, approvals, licenses, certifications and/or other authorizations are necessary for the Town to provide the first responder EMT services contemplated hereunder and for obtaining same. Furthermore, the Town shall be solely responsible and liable for its provision of first responder services and for its first responder personnel, including training. The County shall not be deemed to assume any responsibility or liability whatsoever for the Town's first responder services and/or personnel, including its EMT services, personnel and/or training.

SECTION 6. PAYMENTS/INVOICING

The County shall reimburse the Town for actual costs paid by the Town to provide EMT training, certification, and related equipment for its first responder personnel, in an amount not-to-exceed Ten Thousand Dollars (\$10,000.00) for each year of this Agreement. The Town shall invoice the County for reimbursement of actual costs paid by the Town for such EMT training, certification and equipment. The Town shall provide the County with sufficient documentation to evidence the EMT training, certification, and related equipment received by the Town and its first responder personnel, and the actual amounts paid by the Town for such training, certification, and equipment. The Town shall provide an invoice and documentation for each quarter ending December 31, March 31, June 30 and September 30 to the County within 15 days of the quarter ending date.

Invoices received from the Town pursuant to this Agreement will be reviewed by the County's representative to verify the sufficiency of the documentation provided. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County representative's approval.

SECTION 7. ANNUAL APPROPRIATION

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder for each fiscal year, and is subject to any budgetary limitations imposed by law.

SECTION 8. TERM AND TERMINATION

This Agreement shall be effective from October 1, 2017, through September 30, 2027. Either party may terminate this Agreement without cause upon sixty (60) days advance written notice to the other party, and without any recourse or recovery against the terminating party due to such

termination. Either party may terminate this Agreement upon breach by the other party of any term or condition herein if such breach is not cured within thirty (30) days of written notice thereof to the breaching party. Notwithstanding anything herein to the contrary, should the Town's inclusion in the County's Fire-Rescue MSTU be terminated for any reason, then this Agreement shall be terminated immediately upon such occurrence.

SECTION 9. RELATIONSHIP OF EMPLOYEES

This Agreement does not, and shall not be construed to, make any officer or employee of County an officer or employee of the Town for any purpose whatsoever, nor any officer or employee of the Town an officer or employee of County for any purpose whatsoever. Any and all personnel and labor issues that might arise in relation to the Town's first responder personnel, including their training, shall be the sole responsibility of the Town. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

SECTION 10. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party, including its officers and employees, or for any third party. Each party shall be responsible for its own negligence. Furthermore, nothing contained herein shall be construed as a waiver of either party's sovereign immunity or the assumption of liability in excess of that allowed by law.

SECTION 11. ASSIGNMENT OF RIGHTS

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

SECTION 12. RECORDS RETENTION

Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

SECTION 13. MODIFICATION AND AMENDMENT

No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

SECTION 14. FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 15. INDEMNIFICATION

Each party shall be liable for its own actions and negligence. To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the Town's negligence in connection with this Agreement, including but not limited to negligent training, supervision, and operations relating to the Town's EMT first responder personnel and/or services. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the Town to indemnify the County for the County's negligent, willful or intentional acts or omissions.

SECTION 16. GOVERNMENTAL POWERS

The parties understand, acknowledge and agree that nothing contained herein shall be construed in any way to contract away, delegate, or otherwise limit the parties' respective legislative and police powers. Notwithstanding anything contained in this Agreement, the ultimate authority over the provision of first responder and fire-rescue services to the Town shall remain with the Town, including training of the Town's first responder personnel.

The parties acknowledge that this Agreement is an Interlocal agreement under Chapter 163, Florida Statutes, and shall not constitute a transfer of powers or functions in anyway whatsoever. Each party shall retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of any such Interlocal agreement. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any State, County, City or Town officials.

SECTION 17. NOTICES

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance, to the following:

As to the County:

Fire-Rescue Administrator
Palm Beach County Fire-Rescue
405 Pike Road
West Palm Beach, FL 33411

As to the Town:

Town Administrator
Town of Lake Clarke Shores
1701 Barbados Road
West Palm Beach, FL 33406

SECTION 18. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every 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 or 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.

SECTION 19. CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the terms of this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

SECTION 20. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 21. EQUAL OPPORTUNITY

Each party 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, or gender identity and expression or genetic information; and that no person shall, based on any of said grounds, be excluded from the benefits of,

or be subject to any form of discrimination under, any activity carried out in the performance of this Agreement.

The Town has submitted to the County copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Town does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to the County that the Town will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

SECTION 22. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 23. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 24. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, or employee of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Town.

SECTION 25. OFFICE OF THE INSPECTOR GENERAL

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 Town, 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.

SECTION 26. RIGHT TO AUDIT

Each party, at its own expense, shall have the right to examine the other party's books, data, records and invoices directly or indirectly related to this Agreement upon reasonable notice, time and place.

SECTION 27. NOTICE OF SUITS

Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided under this Agreement. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

SECTION 28. NO THIRD PARTY BENEFICIARY

No provision of this Agreement 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 Agreement, including but not limited to any citizens or employees of the County and/or Town.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the date first written above.

ATTEST:
SHARON R. BOCK, CLERK & COMPROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

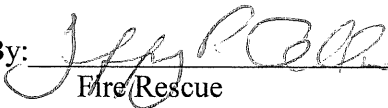
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

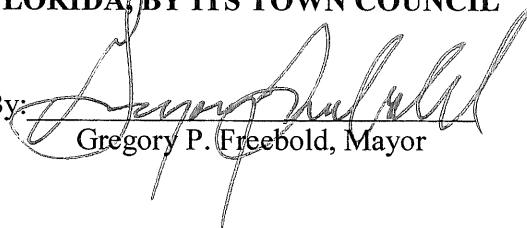
By: _____
County Attorney

By:  _____
Fire Rescue

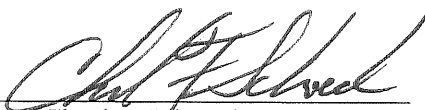
ATTEST:

TOWN OF LAKE CLARKE SHORES, FLORIDA, BY ITS TOWN COUNCIL

By:  _____
Mary Pinkerman, Town Clerk

By:  _____
Gregory P. Freebold, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:  _____
Charles Schoech, Town Attorney