

☐ Regular  
☐ Public Hearing

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

Recommended By: Stephanie Depich 8/21/17  
Department Director Date

Approved By: [Signature] 9/1/17  
Deputy County Administrator Date

**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					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0*				

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

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

Budget Account Exp No:  
Rev No:

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

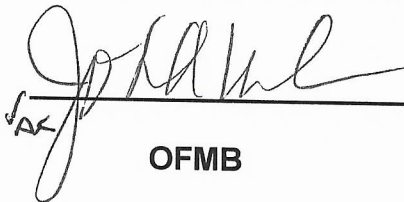
Grant:  
Fund:  
Unit:

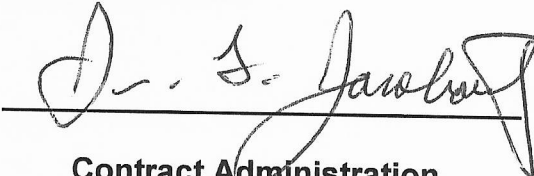
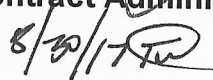
\* Fiscal impact is indeterminable at this time. Expenses incurred by the County would be charged to the account established for the disaster and reimbursement from FEMA would be requested. Typically, FEMA's funds 75% of eligible expenses and the State contributes 12.5% leaving the County responsible for the remaining 12.5%.

Departmental Fiscal Review:  8/9/2017

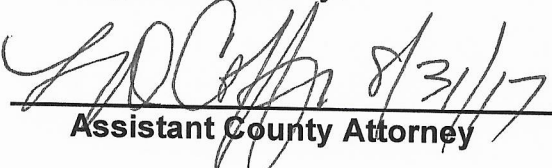
**II. REVIEW COMMENTS**

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

 8/23/17  
OFMB

 8/31/17  
Contract Administration  
8/30/17 

**B. Legal Sufficiency:**

 8/31/17  
Assistant County Attorney

**C. Other Department Review:**

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

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



**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE  
STAFFING OF EMERGENCY SHELTERS BY EMERGENCY MEDICAL SERVICES  
STAFF**

**This Interlocal Agreement** ("Agreement") is made as of the day of \_\_\_\_\_, 201\_, (the "Effective Date") by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the "County"), and the \_\_\_\_\_ of \_\_\_\_\_ a municipal corporation of the State of Florida (herein referred to as the "\_\_\_\_"), 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 State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the quality of any one local government to cope with the disasters with existing resources; and

**WHEREAS**, the Emergency Management Act, as amended, gives the local government of the State the authority to make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

**WHEREAS**, the parties desire to plan for and coordinate activities relating to emergency preparedness, response, recovery, and mitigation, including planning for the medical needs of persons temporarily located at emergency shelters during a declared state of emergency; and

**WHEREAS**, those municipalities with emergency shelters have agreed to staff the public shelter(s) with Emergency Medical Services (EMS) staff, and advanced life support (ALS) equipment during an emergency in order to provide for medical needs during an emergency, if needed.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, the County and the \_\_\_\_\_ 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 Mary Blakeney, whose telephone number is (561) 712-6549.

The \_\_\_\_\_ representative/contact monitor during the term of the Agreement shall be \_\_\_\_\_, whose telephone number is (\_\_\_\_) \_\_\_\_-\_\_\_\_.

## **ARTICLE 3- DECLARATION OF STATE OF EMERGENCY**

This Agreement is activated upon both an official declaration of emergency by the State of Florida or by Palm Beach County followed by a request of County to \_\_\_\_\_ for medical staffing of emergency shelters pursuant to this Agreement.

## **ARTICLE 4 - SHELTER STAFF REQUIREMENTS**

Following a County issued declaration of local state of emergency and upon request of the County, the \_\_\_\_\_ shall staff each emergency shelter located within its municipal boundaries with at least one emergency medical technician and one paramedic or two paramedics (collectively the "Emergency Medical Services Staff") during the state of emergency. In addition, the \_\_\_\_\_'s EMS staff shall be solely responsible for providing ALS equipment as reasonably required to support the EMS staff function as long as the shelter remains open.

The shelter team at each emergency shelter will establish a clearly designated medical treatment area. The EMS Staff shall be in the performance of all work at the shelter, employees of the \_\_\_\_\_ and under the direction and authority of such officials and physicians as customary and required in the day-to-day provision of ALS services within the \_\_\_\_\_ boundaries and subject to the \_\_\_\_\_ management, supervision, control and authority. In no event shall the EMS staff employed by or assigned by the \_\_\_\_\_, be considered employees, agents, servants or contractors of the County.

## **ARTICLE 5 – REIMBURSEMENT OF COSTS**

The County shall reimburse the \_\_\_\_\_ incurred costs of the EMS staff as mutual aid costs to the extent such are eligible costs in accordance to FEMA's Recovery Policy RP 9523.6 and applicable FEMA guidance. Within thirty (30) days of the declaration of a local state of emergency for which assistance was requested, the \_\_\_\_\_ shall submit to the County representative, documentation substantiating the actual costs incurred to the satisfaction of the County's Division of Emergency Managements office, the State Office of Emergency Management and/or FEMA as required for the County to apply for and process the reimbursement request. As applicable, the \_\_\_\_\_ may request the County approval to submit its own claim for reimbursement.

## **ARTICLE 6 – FILING**

A copy of this Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County and with the \_\_\_\_\_ Clerk's Office.

## **ARTICLE 7 – REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary

to enforce the 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 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 citizen or employees of the County and/or the \_\_\_\_\_.

#### **ARTICLE 8 - LIABILITY/INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence. In no event shall any provision of this Agreement be construed as a waiver of sovereign immunity or a consent to be sued by a third person, by either the \_\_\_\_\_ or the County. In no event shall this be intended as a waiver, limitation, abrogation, repeal, or replacement of any common law and/or statutory exemptions, immunities or protections from liability, including but not limited to, those established in Chapter 768, Florida Statutes. This section shall survive expiration or termination of this Agreement.

#### **ARTICLE 9 – ARREARS**

The \_\_\_\_\_ shall not pledge the County's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The \_\_\_\_\_ further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this 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 \_\_\_\_\_'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 \_\_\_\_\_, 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 \_\_\_\_\_ 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. \_\_\_\_\_ 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 the \_\_\_\_\_ 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 \_\_\_\_\_ hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services while staffing the public shelter. 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 14 – NOTICE**

All notices required in this 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:

Bill Johnson, Director  
20 South Military Trail  
West Palm Beach, FL 33415

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 \_\_\_\_\_, notices shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the \_\_\_\_\_ agree that this Agreement sets forth the entire 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 Agreement may be added to,

modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 16 – TERM AND EXPIRATION**

This Agreement will commence following the execution of this Agreement on the Effective date and shall continue for a term of five (5) years. The parties may mutually agree to renew the Agreement for another term of five (5) years, which must be documented in a written amendment executed by both parties.

**ARTICLE 17- TERMINATION**

This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party.

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



IN WITNESS WHEREOF, Palm Beach County, Florida, by and through its Board of County Commissioners and the \_\_\_\_\_ of \_\_\_\_\_, Florida, a municipal corporation, have made and executed this Agreement on behalf of the County and the \_\_\_\_\_, on the date first above written.

**PALM BEACH COUNTY** \_\_\_\_\_ **OF** \_\_\_\_\_  
**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Verdenia Baker  
County Administrator

By: \_\_\_\_\_  
\_\_\_\_\_ Representative

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
\_\_\_\_\_ Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

**ATTEST:**

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

By: \_\_\_\_\_  
\_\_\_\_\_ Representative