

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

Meeting Date: May 15, 2018

Consent Regular
 Ordinance 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: the following Interlocal Agreements with governmental agencies for the reimbursement of Emergency Medical Services (EMS) grant funding for medical equipment.

1. City of Boynton Beach;
2. City of Delray Beach;
3. City of Greenacres;
4. Village of North Palm Beach;
5. City of Palm Beach Gardens;
6. Village of Tequesta; and
7. City of West Palm Beach.

Summary: The County was awarded \$201,688 during the FY 2017-18 grant cycle from the State of Florida Department of Health, EMS Bureau, to improve and expand 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 following municipalities: 1) City of Boynton Beach for the purchase of video laryngoscopes not to exceed the amount of \$7,200; 2) City of Delray Beach for the purchase of a patient stretcher not to exceed the amount of \$37,000; 3) City of Greenacres for the purchase of a cardiac compression device not to exceed the amount of \$16,000; 4) Village of North Palm Beach for the purchase of narcotic lockers not to exceed the amount of \$15,200; 5) City of Palm Beach Gardens for the purchase of mobile medical cabinets not to exceed the amount of \$15,000; 6) Village of Tequesta for the purchase of a power load fastening system not to exceed the amount of \$22,000; 7) City of West Palm Beach for the purchase of an MCI response kit not to exceed the amount of \$20,000. 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 agencies 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 continued on Page 3

Attachments:

1. City of Boynton Beach Interlocal Agreement
2. City of Delray Beach Interlocal Agreement
3. City of Greenacres, Interlocal Agreement
4. Village of North Palm Beach Interlocal Agreement
5. City of Palm Beach Gardens Interlocal Agreement
6. Village of Tequesta Interlocal Agreement
7. City of West Palm Beach Interlocal Agreement

Recommended By: Director for Stephanie Sejnora 4/24/18
Department Director Date

Approved By: [Signature] 5/15/18
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures					
Operating Costs	\$132,400				
External Revenues	(\$132,400)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

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: [Signature] 4/18/18

II. REVIEW COMMENTS

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

[Signature] 4/24/18 OFMB [Signature] 4/24/18 [Signature] 4/30/18 Contract Administration

B. Legal Sufficiency:

[Signature] 5/1/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Continued from page 1

Background and Justification: Pursuant to Chapter 401, Part II, Florida Statutes, State of Florida Department of Health, Bureau of EMS has established an EMS 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.

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

THIS INTERLOCAL AGREEMENT (“the Agreement”) is made as of the 17 day of April 2018, 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 “CITY”), each one constituting a public entity as defined in Part 1 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 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 for emergency medical services (“EMS”); and

WHEREAS, Forty-five percent (45%) of the DOHEMS grant funds are made available to the counties to distribute to improve and expand pre-hospital EMS (the “EMS State Grant”); and

WHEREAS, each county may reimburse and disburse the EMS State Grant Funds to licensed emergency medical providers in the county.

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

ARTICLE 3 - REIMBURSEMENT OF CITY

The COUNTY agrees to reimburse the CITY for the purchase of six (6) King Vision Laryngoscopes (the "EMS Equipment") from the COUNTY's FY2017-2018 EMS State Grant funds and the CITY agrees to accept said reimbursement under the terms and conditions of the EMS State Grant and this Agreement. The reimbursement under this Agreement shall not exceed a total amount of seven thousand and two hundred dollars (\$7,200).

The CITY shall purchase the EMS 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 FY2017-2018 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 the general requirements and conditions of the EMS State Grant.
- B. Submit to the COUNTY representative on or before September 30, 2018 copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish the eligible purchase and receipt of EMS Equipment by the CITY.
- C. Immediately transfer the purchased EMS Equipment to the COUNTY should the CITY cease to operate its pre-hospital emergency medical services during the life of the EMS Equipment.
- D. Within Ninety (90) days of the Effective Date of this Agreement, complete staff training on use of the EMS Equipment and provide a training report to the COUNTY'S Division of Emergency Management. The training report shall include all of the necessary training provided for the EMS Equipment including a sign in sheet, date, title and contact number of the persons trained on the use of the EMS Equipment if applicable. It is the sole responsibility of the CITY to provide the training on use of the EMS Equipment and to provide the required training report. The CITY'S failure to satisfactorily complete the training or to provide the required training report in the timeframe provided shall constitute a material breach of this Agreement. As such, COUNTY may terminate this Agreement and demand that the EMS Equipment be transferred to COUNTY.

ARTICLE 5 – LIABILITY/INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted and within the limits established by §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 EMS Equipment. This shall not be construed as a waiver of either party's sovereign immunity or as consent to be sued by third parties.

ARTICLE 6 – FILING

A copy of this 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 COUNTY receipt of FY2017-2018 EMS State Grant funds from the State sufficient to reimburse CITY. On-going costs for EMS Equipment, including but not limited to, maintenance and repair and replacement of the EMS Equipment, is the sole responsibility of the CITY and will not be reimbursed by or funded by COUNTY. Such costs remain the responsibility of the CITY. The COUNTY shall have no further obligation to the CITY, or any other person or entity, relating to or pertaining to the EMS Equipment.

ARTICLE 8 – 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 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 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 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.

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 EMS 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 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:
Sally Waite, EMS Manager
20 South Military Trail
West Palm Beach, FL

With a copy to:
County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

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 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 - EXPIRATION OF AGREEMENT

This Agreement expires in five (5) years or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the EMS State Grant program. At such time, CITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

ARTICLE 17 - EFFECTIVE DATE

This Agreement shall become effective on the date last signed by either the COUNTY or 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 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: Lori Lawrence

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

MLB
By: [Signature]
Division Director

By: _____
City Representative

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

THIS INTERLOCAL AGREEMENT ("the Agreement") is made as of the 17 day of Apr, 2018, 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 "CITY"), each one constituting a public entity as defined in Part 1 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 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 FY2017-2018 EMS State grant funds for the purchase of **one (1) Patient Transport Stretcher** ("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 FY2017-2018 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of thirty seven thousand dollars (\$37,000.00).

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 FY2017-2018 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, 2018 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 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 FY2017-2018 EMS State grant funds. Ongoing 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 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 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 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 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 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:

Sally Waite, EMS Manager
20 South Military Trail
West Palm Beach, FL

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – 6th Floor
West Palm Beach, Florida 33405

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

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

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY 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 - EXPIRATION OF AGREEMENT

This 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 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 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

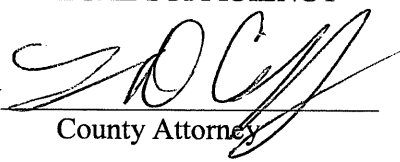
CITY OF DELRAY BEACH

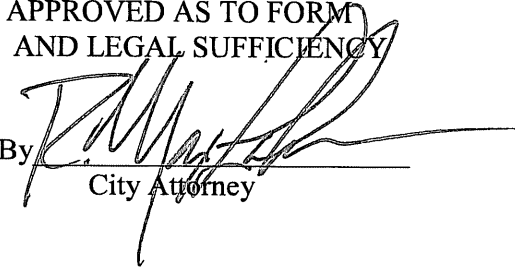
By: 
Verdenia C. Baker
County Administrator

By: 
City Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

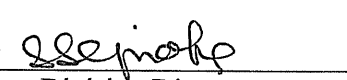
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

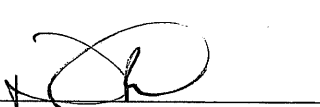
By: 
County Attorney

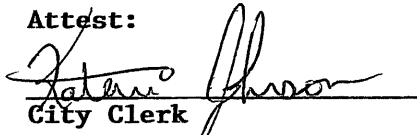
By: 
City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

mt By: 
Division Director

By: 
City Representative

Attest:

City Clerk

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

THIS INTERLOCAL AGREEMENT ("the Agreement") is made as of the 17 day of April 2018, 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 "CITY"), each one constituting a public entity as defined in Part 1 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 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 FY2017-2018 EMS State grant funds for the purchase of **one (1) Cardiac Compression device** ("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 FY2017-2018 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of sixteen thousand dollars (\$16,000.00).

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 FY2017-2018 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, 2018 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 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 FY2017-2018 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 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 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 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 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 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:

Sally Waite, EMS Manager
20 South Military Trail
West Palm Beach, FL

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. - 6th Floor
West Palm Beach, Florida 33405

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

Mark Pure
2995 South Jog Road
Greenacres, FL 33467

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY 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 - EXPIRATION OF AGREEMENT

This 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 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 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: Joel Flores
Joel Flores
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

By: [Signature]
James S Stokes, City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

ATTEST:

[Signature] By: [Signature]
Division Director

[Signature]
Joanna Cunningham, City Clerk



**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 ("the Agreement") is made as of the 17 day of April 2018, 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 "VILLAGE"), each one constituting a public entity as defined in Part 1 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 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 FY2017-2018 EMS State grant funds for the purchase of **Electronic narcotic locks and boxes** ("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 FY2017-2018 EMS grant funds for the purchased EMS Equipment as reimbursement to the VILLAGE under this Agreement shall not exceed a total amount of fifteen thousand two hundred dollars (\$15,200.00).

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 FY2017-2018 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, 2018 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 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 FY2017-2018 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 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 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 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 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 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:

Sally Waite, EMS Manager
20 South Military Trail
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. - 6th 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 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 - EXPIRATION OF AGREEMENT

This 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

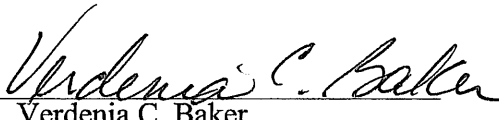
This Agreement shall become effective when signed by both the COUNTY and the VILLAGE.

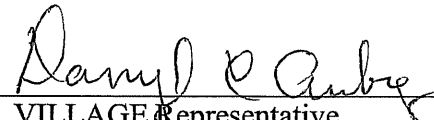
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this 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

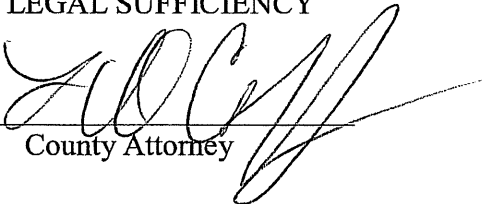
VILLAGE OF NORTH PALM BEACH

By: 
Verdenia C. Baker
County Administrator

By: 
VILLAGE Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


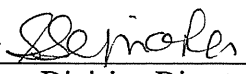
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

By: 
VILLAGE Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

 By: 
Division Director

By: 
VILLAGE Representative

**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 ("the Agreement") is made as of the 17 day of April 2018, 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 "CITY"), each one constituting a public entity as defined in Part 1 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 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 FY2017-2018 EMS State grant funds for the purchase of **Mobile Medical Cabinets and Trunks** ("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 Cory Bessette whose telephone number is (561) 799-4306.

ARTICLE 3 - PAYMENT TO CITY

The total amount to be paid by the COUNTY from its FY2017-2018 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of fifteen thousand dollars (\$15,000.00).

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 FY2017-2018 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, 2018 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 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 FY2017-2018 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 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 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 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 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 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:

Sally Waite, EMS Manager
20 South Military Trail
WPB, FL 33401

With copy to:

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

If sent to the CITY notices shall be addressed to:

City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, Florida 33410
Attn: Cory Bessette, Division Chief, EMS

With a copy to:

City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY 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 - EXPIRATION OF AGREEMENT

This 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

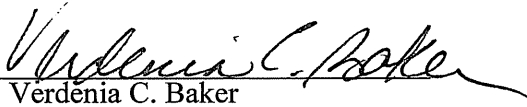
This Agreement shall become effective when signed by both the COUNTY and the CITY.

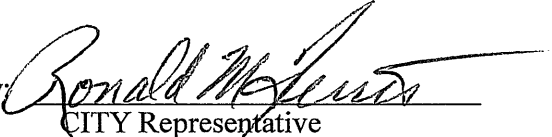
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this 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

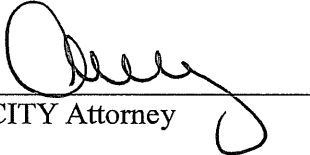
By: 
Verdenia C. Baker
County Administrator

By: 
CITY Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


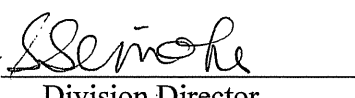
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

By: 
CITY Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

 By: 
Division Director

By: 
CITY Representative

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

THIS INTERLOCAL AGREEMENT ("the Agreement") is made as of the 17 day of April 2018, 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 Gardens, a municipal corporation of the State of Florida (herein referred to as "VILLAGE"), each one constituting a public entity as defined in Part 1 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 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 FY2017-2018 EMS State grant funds for the purchase of one (1) Power Load Cot Fastening System ("EQUIPMENT" or "EMS equipment") and the VILLAGE agrees to accept said reimbursement under the terms and conditions of the EMS State grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and VILLAGE agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

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 FY2017-2018 EMS grant funds for the purchased EMS Equipment as reimbursement to the VILLAGE under this Agreement shall not exceed a total amount of twenty two thousand dollars (\$22,000.00).

The VILLAGE shall purchase the EQUIPMENT and submit the required documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2017-2018 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, 2018 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 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 FY2017-2018 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 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 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 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 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 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:

Sally Waite, EMS Manager
20 South Military Trail
WPB, FL 33401

Attachment # 6
Page 4 of 6

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. - 6th Floor
WPB, Florida 33405

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

Jim Trube
357 Tequesta Dr.
Tequesta, FL 33469

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the VILLAGE 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 - EXPIRATION OF AGREEMENT

This 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

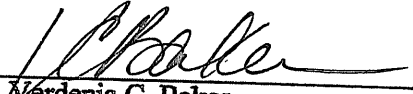
This Agreement shall become effective when signed by both the COUNTY and the VILLAGE.


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 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

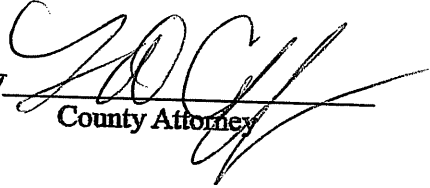
VILLAGE OF TEQUESTA

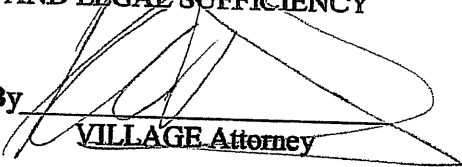
By: 
Verdenia C. Baker
County Administrator

By: 
VILLAGE Representative
Mayor Abigail Brennan

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

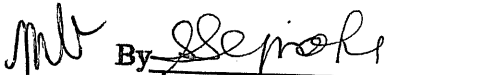
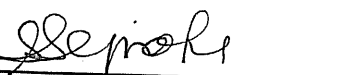
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

By: 
VILLAGE Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

 By: 
Division Director

By: 
VILLAGE Representative

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

THIS INTERLOCAL AGREEMENT ("the Agreement") is made as of the 17 day of April, 2018, 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 West Palm Beach, a municipal corporation of the State of Florida (herein referred to as "CITY"), each one constituting a public entity as defined in Part 1 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 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 FY2017-2018 EMS State grant funds for the purchase of a **MCI Rapid Response Kit** ("EQUIPMENT" or "EMS equipment") and the CITY agrees to accept said reimbursement under the terms and conditions of the EMS State grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and CITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 - REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be Sally Waite, whose telephone number is (561) 712-6484.

The CITY'S representative/contact monitor during the term of the Agreement shall be John Meskiel whose telephone number is (561) 723-2493.

ARTICLE 3 - PAYMENT TO CITY

The total amount to be paid by the COUNTY from its FY2017-2018 EMS grant funds for the purchased EMS Equipment as reimbursement to the CITY under this Agreement shall not exceed a total amount of twenty thousand dollars (\$20,000.00).

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 FY2017-2018 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, 2018 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 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 FY2017-2018 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 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 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 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 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 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:

Sally Waite, EMS Manager
20 South Military Trail
West Palm Beach, FL

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – 6th Floor
West Palm Beach, Florida 33405

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

John Meskiel
500 North Dixie Highway
West Palm Beach, FL 33401

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY 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 - EXPIRATION OF AGREEMENT

This 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

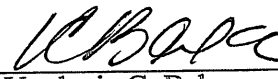
This Agreement shall become effective when signed by both the COUNTY and the CITY.

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 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 WEST PALM BEACH

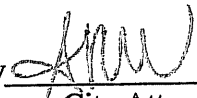
By: 
Verdenia C. Baker
County Administrator

By: 
City Representative
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


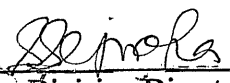
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

By: 
City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

 By: 
Division Director

By: 
City Representative