

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	October 8, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		


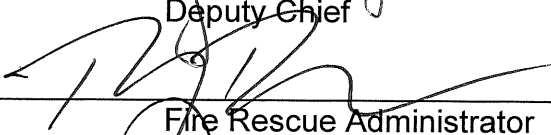
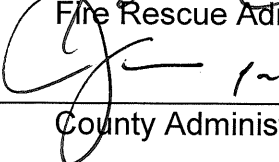
I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** a tri-party Interlocal Agreement for Emergency Distribution of Strategic National Stockpile with the Palm Beach County Sheriff's Office (PBSO) and the Florida Department of Health in Palm Beach County (DOH) beginning effective October 8, 2019, through October 7, 2024.

SUMMARY: The Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative program to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident. The CDC, through the Florida Department of Health, will provide the Strategic National Stockpile (SNS) assets, which includes medications and medical supplies to the DOH. The DOH wishes to collaborate with PBSO and Palm Beach County Fire Rescue (PBCFR) to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion. This tri-party Agreement provides services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities. Countywide (SB)

Background and Justification: This tri-party Agreement delineates responsibilities for all of the parties for activities related to the prophylaxis of PBSO's and PBCFR's employees and their immediate family members under the Cities Readiness Initiative (CRI) in the event of a catastrophic biological incident or other communicable threat of epidemic proportion. The provisions of this Agreement apply to activities to be performed at the request of the DOH in conjunction with the implementation of the Cities Readiness Initiative Response Plan, an appendix to the Department's Emergency Operations Plan.

Attachment: Interlocal Agreement (3)

Recommended by:		9-26-19
	Deputy Chief	Date
Approved by:		9/26/19
	Fire Rescue Administrator	Date
Approved by:		10-07-19
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____0_____	_____	_____	_____	_____

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

Budget Account No.: Fund _____ Dept _____ Unit _____ Object/Rev Source _____
Does this item include the use of federal funds? Yes _____ No _____

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

* There is no fiscal impact associated with this Interlocal Agreement.

C. Departmental Fiscal Review: *m interlocal*

III. REVIEW COMMENTS

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

Lisa R 9/30/19
OFMB *Dec 9/27*

Ann S. Jacobus 10/3/19
Contract Development and Control
10/2/19 TW

B. Legal Sufficiency

Shirley Bunn 10/3/19
Assistant County Attorney

C. Other Department Review:

Department Director

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

**INTERLOCAL AGREEMENT FOR
EMERGENCY DISTRIBUTION OF STRATEGIC NATIONAL STOCKPILE
BETWEEN PALM BEACH COUNTY SHERIFF'S OFFICE, PALM BEACH COUNTY AND
FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY DISTRIBUTION OF STRATEGIC NATIONAL STOCKPILE (the "Agreement") is made and entered into on _____, by and between PALM BEACH COUNTY SHERIFF'S OFFICE (hereinafter "Sheriff"), PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "Palm Beach County" or "PBCFR"), by and through its Board of County Commissioners, and the FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY, FLORIDA (hereinafter "Department").

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, the Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative (CRI) program to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident; and

WHEREAS, the Department wishes to collaborate with PBCFR and the Sheriff to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion; and

WHEREAS, the CDC will provide the Strategic National Stockpile (SNS) assets, which includes medications and medical supplies, to the Department for the Sheriff and Palm Beach County Fire Rescue ("PBCFR") portions of the MSA; and

WHEREAS, the Department approves the transfer of a quantity of the aforementioned medications and medical supplies to PBCFR and the Sheriff.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, Palm Beach County, the Sheriff, and the Department do hereby agree as follows:

ARTICLE I: PURPOSE

Section 1. This Agreement delineates responsibility of PBCFR, the Sheriff and the Department for activities related to the prophylaxis of employees of PBCFR and the Sheriff and their immediate family members under the CRI in the event of a catastrophic biological incident or other communicable threat of epidemic proportion.

Section 2. This Agreement serves as the Scope of Work between PBCFR, the Sheriff and the Department.

ARTICLE II: SCOPE

Section 1. The provisions of this Agreement apply to activities to be performed at the request of the Department in conjunction with the implementation of the CRI Response Plan, an appendix to the Department's Emergency Operations Plan.

Section 2. No provision in this Agreement limits the activities of the Department in performing local and state functions.

ARTICLE III: DEFINITIONS

Cities Readiness Initiative (CRI): A CDC program providing direct assistance to specific densely populated areas (known as Metropolitan Statistical Areas) to build the response capacity needed for the prophylaxis of 100 percent of their populations within a 48-hour period in the event of a catastrophic public health emergency.

Local Distribution Site (LDS): A temporary facility that receives, breaks down and processes the SNS assets and medical countermeasures for redistribution. Also referred to as Receipt, Storage and Staging (RSS).

Point of Dispensing (POD): Location for dispensing medical countermeasures and related supplies to citizens in a public health emergency; may be a Public ("Open") POD open to the general public, or a "Closed" POD established specifically for employees and their immediate family members. For the purposes of this Agreement it shall refer to a "Closed" POD for employees of PBCFR and the Sheriff and their immediate family members.

Prophylaxis: Measures designed to prevent the occurrence of disease or its dissemination. For the purposes of this Agreement it shall refer to the distribution of medications, antidotes and/or vaccines.

Strategic National Stockpile (SNS): A national repository of antibiotics, chemical antidotes, antitoxins, life support medications and medical supplies, managed by the CDC, that can be delivered anywhere in the United States within 12 hours of the decision to deploy.

ARTICLE IV: THE PARTIES AGREE

Section 1. The Department Agrees:

- To designate, in part or in total, the Sheriff and PBCFR together, as a Closed Point of Dispensing (Closed-POD) for the SNS. This facility will be used only for a declared Nuclear, Biological, or Chemical emergency.
- To the extent that resources permit, to arrange for the delivery of quantities of medication, antidotes and/or vaccines to the Closed-POD, from the SNS in the event of a Nuclear, Biological, or Chemical emergency on a 24/7 schedule.

- To provide sample descriptions of the various roles to be assigned to employees of the Sheriff and PBCFR.
- To provide training of said employees in dispensing said medication, antidotes and/or vaccines to the employees of PBCFR, the Sheriff and their immediate families, including federal, state and local contracted employees; and to provide sample copies of Client Registration Forms and other documentation for the required accountability of these materials.
- In the event the Sheriff or PBCFR utilizes unpaid volunteers, the Department shall review, approve and provide credentials to said unpaid Sheriff or PBCFR volunteers (not paid employees) who complete Florida Department of Health “Volunteer Enrollment Application” forms (DH-1474, 07/13) with accompanying “Volunteer Personal References Questionnaire”. Said volunteers shall be deemed volunteers of the State and not the County or the Sheriff, will be covered by Workmen’s Compensation in accordance with Florida Statute Title X Chapter 110.504, and be further provided with state liability protection as part of Florida Statute Chapter 768.28.
- The coordination of the SNS assets will be determined jointly by PBCFR, the Sheriff and the Department in the event of a decision to distribute.
- To provide sample copies of Client Registration Forms, educational materials and other resources in the event of a catastrophic public health emergency requiring the mass prophylaxis of the identified population, and other documentation for the required accountability of these materials.
- To provide the Sheriff and PBCFR with as much advance notice as feasible of the decision to request and deploy SNS assets.
- The telephone number for the Health and Medical Unit at the Palm Beach County Emergency Operations Center (EOC) is (561) 712-6741, and the County Warning Point is (561) 712-6428.
- Notwithstanding anything in this Agreement to the contrary, PBCFR shall have no role, responsibility, or obligations relating to inmates, and the provisions and obligations of this Agreement that apply to PBCFR, or the PBCFR Medical Director, in whole or in part, shall apply to PBCFR, and the PBCFR Medical Director, only with respect to the Closed POD for employees of PBCFR and the Sheriff and their immediate family members, and not with respect to inmates.

Section 2. PBCFR and the Sheriff Agree:

- To provide the Department with a census count of the number of employees and their immediate family members. For the purposes of this Agreement, the census count will be calculated as follows: Number of Sheriff and PBCFR Employees x 5 = total employees and family members.
- To provide adequate numbers of employees (and/or volunteers) to assist in the dispensing of the above-mentioned medication, antidotes and/or vaccines to all employees of PBCFR and the

Sheriff and their immediate family members without prejudice.

- To provide, through the Sheriff, its own resources for, but not be limited to: Transportation, Communications, Public Works, Mass Care, Information, and Site Security for its employees and immediate family members.

- Employees (and any volunteers), upon completing the required Client Registration Form, may pick up oral medication for themselves, their immediate family and/or other employees of PBCFR and the Sheriff, up to 15 members in total.

- The distribution and/or administration of medication or other medical materials is to be done under the on-site or off-site supervision of the PBCFR Medical Director, including distribution by PBCFR paramedics and EMTs within the scope of their training and under the direction and protocols of the PBCFR Medical Director, or by another approved medical professional who is authorized to dispense pharmaceuticals. Medical professionals authorized to dispense pharmaceuticals are defined as: Pharmacists (RPh/PharmD), Physicians (MD/DO), Physician Assistants (PA), Advanced Registered Nurse Practitioners (ARNP), or other medical providers registered as “dispensing practitioners” (Dentists, Podiatrists). In the absence of such a designated person, the Department will attempt to arrange for a member of the Palm Beach County Medical Society, via their Medical Reserve Corps, to be at the site and be designated to supervise the dispensing of medication/medical supplies to employees and their family members.

- The Sheriff will arrange for medical professionals to distribute medication or other medical materials to the inmates in the correctional setting.

- Notwithstanding anything in this Agreement to the contrary, PBCFR shall have no role, responsibility, or obligations relating to inmates, and the provisions and obligations of this Agreement that apply to PBCFR, or the PBCFR Medical Director, in whole or in part, shall apply to PBCFR, and the PBCFR Medical Director, only with respect to the Closed POD for employees of PBCFR and the Sheriff and their immediate family members, and not with respect to inmates.

- To, twice daily (at 12:00 pm and at 4:00pm, unless another time is mutually agreed upon) report and reconcile medication and/or medical supplies dispensed and on-hand to the Department at the Health and Medical Unit Emergency Support Function-8 (ESF-8) at the Emergency Operations Center (EOC) at (561) 712-6741.

- To contact the Health and Medical Unit at the EOC if additional medical countermeasures and related supplies are required to provide sufficient regimens for the intended population.

- To ensure that no fee of any kind is charged for supplies or any function associated with the dispensing activities.

- To return to the Department all unused medication and related supplies, as well as completed Client Registration and Inventory Forms accounting for all of the medical countermeasures dispensed.

ARTICLE V: GENERAL CONTRACT TERMS

Section 1. Preambles. The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor. The Palm Beach County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7001. The Department representative and contract monitor during the performance of this Agreement shall be Shamilla Lutchman, Public Health Preparedness Manager, whose telephone number is 561-671-4017; cell 561-718-7017. The PBSO representatives and contract monitors during the performance of this Agreement shall be Sergeant Darla Sauers, whose telephone number is 561-688-4104; cell 561-301-7836 and Lieutenant Thomas Murphy, whose telephone number is 561-471-7450; cell 561-312-4060.

Section 3. Employee Functions. No employee of any party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Employee Claims, Benefits, Etc. Except as otherwise provided for herein, no employee, officer, or agent of any party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of any party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

Section 5. No Assumption of Liability. No party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of any other party. Further, nothing herein shall be construed as a waiver of sovereign immunity.

Section 6. Liability for Injury. All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of any party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such

personnel, and owning or possessing such equipment.

Section 7. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, each party shall indemnify, defend and hold harmless the other parties against any actions, claims or damages arising out of the indemnifying party's own negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by any party to indemnify any other party for such other party's negligent, willful or intentional acts or omissions.

Section 8. Effective Date and Term. This Agreement shall become effective upon the approval of all parties and shall remain in effect for five (5) years, unless sooner terminated as provided for herein.

Section 9. Notice of Termination. Any party to this Agreement may, upon thirty (30) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Section 10. Assignment of Rights. No party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other parties.

Section 11. Modification and Amendment. No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 12. Entirety of Agreement. This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 13. Nondiscrimination. Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Department and the Sheriff each warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

Section 14. Annual Appropriations. Each party's performance and obligation under this Agreement is contingent upon annual budgetary appropriations by its respective governing body for the purposes hereunder for each fiscal year.

Section 15. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any

party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 16. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of Palm Beach County, the Department or the Sheriff.

Section 17. No Private Right Created. This Agreement between Palm Beach County, the Sheriff, and the Department does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

Section 18. Access and Audits. PBSO and the Department shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Agreement. Palm Beach 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 PBSO and the Department's place of business.

Section 19. Records. Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least four (4) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

Section 20. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 21. Notice of Suits. Each party agrees to notify the others of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the other parties. Each party will cooperate with the others in the defense of any suit or action arising out of, or relating to, the services rendered under this Agreement.

Section 22. Notices. All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to Palm Beach County shall be mailed to:

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

and if sent to PBSO shall be mailed to:

Palm Beach County Sheriff's Office
ATTN: Ric L. Bradshaw
3228 Gun Club Road
West Palm Beach, FL 33406

and if sent to the Department shall be mailed to:

Florida Department of Health in Palm Beach County
ATTN: Shamilla Lutchman, Public Health Preparedness Manager
800 Clematis Street
West Palm Beach, FL 33401

Each party may change its address upon notice to the other parties.

Section 23. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 24. Filing. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 25. Delegation of Duty. This Agreement is an Interlocal agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

Section 26. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 27. Survivability. Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 28. Conflict Resolution. Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict.

Section 29. This Agreement shall supersede the Memorandum of Agreement between the Department and PBSO for Support Services for Emergency Distribution of Strategic National Stockpile dated June 8, 2018.

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

ATTEST:

PALM BEACH COUNTY
SHERIFF'S OFFICE

By: Heidi Gapp

By: Teresa Keagy
Ric L. Bradshaw, Sheriff
Or his Designee

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Sharon Bock
County Attorney

By: [Signature]
Palm Beach County Fire Rescue

By: [Signature]
Kenneth A. Scheppke, MD
Medical Director
Palm Beach County Fire Rescue

WITNESS:

FLORIDA DEPARTMENT OF HEALTH
IN PALM BEACH COUNTY

[Signature]
Signature

By: Alina Alonso
Alina Alonso, MD, Director

Charles Gyle
Print Name