



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Personal Services					
Operating Costs	\$32,255				
Grants & Aids	\$73,986				
External Revenues	(\$106,241)				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<b>\$0</b>				

# 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 5212/8101  
 Program EMSST Program GY21  
 Rev No.: Fund 1425 Department 662 Unit 5230 RevSrc 3429

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

There are two (2) pending agreements from Delray Beach Fire Rescue and Riviera Beach Fire Department. A subsequent agenda item will be issued once the agreements have been received. The portion of Grant funding allocated to Delray Beach Fire and Riviera Beach Fire is a total of 32,169.86 , this will bring the total of the 9 agreements to the Grant total of \$138,411.

C. Departmental Fiscal Review: [Signature]

**III. REVIEW COMMENTS**

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

[Signature] 9/9/22 OFMB 4A 919 [Signature] 9/9/22 Contract Administration [Signature] 9/10/22

**B. Legal Sufficiency:**

[Signature] 9/19/22  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**Background and Justification continued from page 1:** 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. Palm Beach County has been receiving its share of the trust since 1999 and \$138,411 was provided during the FY 2021-22. 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.

**AGREEMENT**  
with  
**CITY OF BOYNTON BEACH FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 5<sup>th</sup> day of August, 2022, by and between the Board of County Commissioners, Palm Beach County, a political sub-division 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 “MUNICIPALITY”).

**WITNESSETH**

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services (“DOHEMS”) is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds (“EMS Grant”) throughout the State to improve and expand pre-hospital emergency medical services; and

**WHEREAS**, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2021-2022 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **18 Stat Packs – trauma bags with equipment** (together “EMS Equipment”); and

**WHEREAS**, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY 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 Lynette Schurter, whose telephone number is 561-712-6696

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be Jarvis Prince whose telephone number is 561-742-6337.

**ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY**

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY’S FY2021-2022 EMS Grant funds in an amount not to exceed **twenty three thousand six hundred twenty one dollars and forty cents (\$23,621.40)** The

MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2021-2022 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

#### **ARTICLE 4 - GRANT PROGRAM REQUIREMENTS**

##### **MUNICIPALITY SHALL:**

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **January 31, 2023** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS 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 in use and operation of the EMS 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 EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

#### **ARTICLE 5 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2021-2022 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

#### **ARTICLE 7 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

**ARTICLE 8 – ARREARS**

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 9 - ACCESS AND AUDITS**

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 10 – NONDISCRIMINATION**

The 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 MUNICIPALITY 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.

**ARTICLE 11- AUTHORITY TO PRACTICE**

The MUNICIPALITY 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 12 – 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 13 – 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:

Lynette Schurter, EMS Specialist  
20 South Military Trail  
WPB, FL 33401

With copy to:

Palm Beach County Attorney’s Office  
301 North Olive Ave. – 6th Floor  
West Palm Beach, Florida 33401

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

Jarvis Prince, EMS Chief  
2080 High Ridge Rd.  
Boynton Beach, FL 33426

**ARTICLE 14 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the “Statute”), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers’ Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

**ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the MUNICIPALITY 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 from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the MUNICIPALITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

**ARTICLE 17 - EFFECTIVE DATE**

This Agreement shall become effective upon execution by both the COUNTY and the MUNICIPALITY.

**ARTICLE 18 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 19 - PUBLIC RECORDS**


Both parties shall comply with Florida's public records laws.

*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 MUNICIPALITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By:   
Verdenia C. Baker  
County Administrator

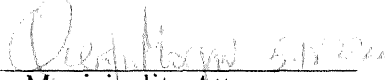
**CITY OF BOYNTON BEACH**

By:   
Municipality Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

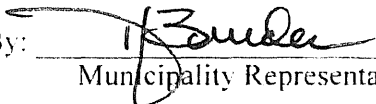
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative

Attest:   
City Clerk





**AGREEMENT**  
with  
**CITY OF GREENACRES FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 5<sup>th</sup> day of August, 2022, by and between the Board of County Commissioners, Palm Beach County, a political sub-division 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 "MUNICIPALITY").

**WITNESSETH**

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services ("DOHEMS") is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds ("EMS Grant") throughout the State to improve and expand pre-hospital emergency medical services; and

**WHEREAS**, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2021-2022 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Eight (8) Handtevy Pediatric Bags, Eight (8) Handtevy Medication & Equipment Guides, Nine (9) Curaplez Quick-Connect Carriers (scoop stretchers)** (together "EMS Equipment"); and

**WHEREAS**, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY 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 Lynette Schurter, whose telephone number is 561-712-6696

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be Brian Fuller whose telephone number is 561-642-2101.

**ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY**

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY'S FY2021-2022 EMS Grant funds in an amount not to exceed **Nine thousand four hundred fifteen dollars (\$9,415.00)** The MUNICIPALITY shall purchase the EMS

Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2021-2022 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

#### **ARTICLE 4 - GRANT PROGRAM REQUIREMENTS**

##### **MUNICIPALITY SHALL:**

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **January 31, 2023** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS 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 in use and operation of the EMS 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 EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

#### **ARTICLE 5 – LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2021-2022 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

#### **ARTICLE 7 – REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

#### **ARTICLE 8 – ARREARS**

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 9 - ACCESS AND AUDITS**

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 10 – NONDISCRIMINATION**

The 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 MUNICIPALITY 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.

#### **ARTICLE 11- AUTHORITY TO PRACTICE**

The MUNICIPALITY 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 12 – 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 13 – 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:

Lynette Schurter, EMS Specialist  
20 South Military Trail  
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6th Floor  
West Palm Beach, Florida 33401

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

Brian Fuller, Fire Chief  
2995 S. Jog Rd.  
Greenacres, FL 33467

**ARTICLE 14 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the "Statute"), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

#### **ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the MUNICIPALITY 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 from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the MUNICIPALITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

#### **ARTICLE 17 - EFFECTIVE DATE**

This Agreement shall become effective upon execution by both the COUNTY and the MUNICIPALITY.

#### **ARTICLE 18 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

#### **ARTICLE 19 - PUBLIC RECORDS**

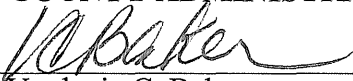
Both parties shall comply with Florida's public records laws.

*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 MUNICIPALITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By:   
Verdenia C. Baker  
County Administrator

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**CITY OF GREENACRES**

By:   
Municipality Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative

**AGREEMENT**  
with  
**VILLAGE OF NORTH PALM BEACH FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 3<sup>rd</sup> day of August, 2022, by and between the Board of County Commissioners, Palm Beach County, a political sub-division 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 “MUNICIPALITY”).

**WITNESSETH**

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services (“DOHEMS”) is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds (“EMS Grant”) throughout the State to improve and expand pre-hospital emergency medical services; and

**WHEREAS**, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2021-2022 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Fifty (50) Stop the Bleed Kits** (together “EMS Equipment”); and

**WHEREAS**, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY 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 Lynette Schurter, whose telephone number is 561-712-6696.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be Scott Freseman whose telephone number is 561-904-2132.

**ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY**

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY’S FY2021-2022 EMS Grant funds in an amount not to exceed **Three thousand seven hundred two dollars and fifty cents (\$3,702.50)** The MUNICIPALITY shall

purchase the EMS Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2021-2022 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

#### **ARTICLE 4 - GRANT PROGRAM REQUIREMENTS**

##### **MUNICIPALITY SHALL:**

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **January 31, 2023** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS 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 in use and operation of the EMS 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 EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

#### **ARTICLE 5 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2021-2022 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

#### **ARTICLE 7 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

**ARTICLE 8 – ARREARS**

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 9 - ACCESS AND AUDITS**

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 10 – NONDISCRIMINATION**

The 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 MUNICIPALITY 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.

**ARTICLE 11- AUTHORITY TO PRACTICE**

The MUNICIPALITY 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 12 – 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 13 – 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:

Lynette Schurter, EMS Specialist  
20 South Military Trail  
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6th Floor  
West Palm Beach, Florida 33401

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

Scott Freseman, District Chief  
560 US Highway 1  
North Palm Beach, FL 33408

**ARTICLE 14 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the "Statute"), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

**ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the MUNICIPALITY 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 from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the MUNICIPALITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

**ARTICLE 17 - EFFECTIVE DATE**

This Agreement shall become effective upon execution by both the COUNTY and the MUNICIPALITY.

**ARTICLE 18 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 19 - PUBLIC RECORDS**

Both parties shall comply with Florida's public records laws.


*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 MUNICIPALITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By:   
Verdenia C. Baker  
County Administrator

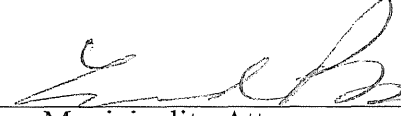
**VILLAGE OF NORTH PALM BEACH**

By:   
Municipality Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative

**AGREEMENT**  
with  
**TOWN OF PALM BEACH FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 5<sup>th</sup> day of August, 2022, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as “COUNTY”), and the **Town of Palm Beach**, a municipal corporation of the State of Florida (herein referred to as “MUNICIPALITY”).

**WITNESSETH**

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services (“DOHEMS”) is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds (“EMS Grant”) throughout the State to improve and expand pre-hospital emergency medical services; and

**WHEREAS**, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2021-2022 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Electronic Patient Care Reporting (EPCR) Software** (together “EMS Equipment”); and

**WHEREAS**, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY 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 Lynette Schurter, whose telephone number is 561-712-6696.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be Joseph Sekula whose telephone number is 561-227-6435.

**ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY**

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY’S FY2021-2022 EMS Grant funds in an amount not to exceed **Nine thousand five hundred sixty dollars (\$9,560.00)** The MUNICIPALITY shall purchase the EMS



Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2021-2022 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

#### **ARTICLE 4 - GRANT PROGRAM REQUIREMENTS**

##### **MUNICIPALITY SHALL:**

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **January 31, 2023** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS 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 in use and operation of the EMS 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 EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

#### **ARTICLE 5 – LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2021-2022 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

#### **ARTICLE 7 – REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

#### **ARTICLE 8 – ARREARS**

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 9 - ACCESS AND AUDITS**

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 10 – NONDISCRIMINATION**

The 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 MUNICIPALITY 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.

#### **ARTICLE 11- AUTHORITY TO PRACTICE**

The MUNICIPALITY 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 12 – 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 13 – 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:

Lynette Schurter, EMS Specialist  
20 South Military Trail  
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6th Floor  
West Palm Beach, Florida 33401

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

Joseph Sekula, Division Chief of EMS  
300 N. County Rd.  
Palm Beach, FL 33480

## **ARTICLE 14 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the "Statute"), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

**ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the MUNICIPALITY 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 from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the MUNICIPALITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

**ARTICLE 17 - EFFECTIVE DATE**

This Agreement shall become effective upon execution by both the COUNTY and the MUNICIPALITY.

**ARTICLE 18 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.


**ARTICLE 19 - PUBLIC RECORDS**

Both parties shall comply with Florida's public records laws.

*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 MUNICIPALITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By:   
Verdenia C. Baker  
County Administrator

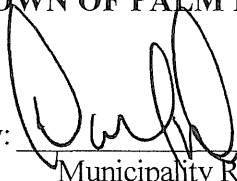
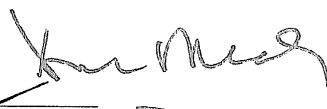
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

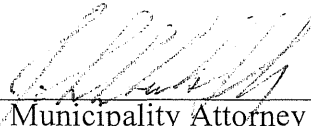
**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

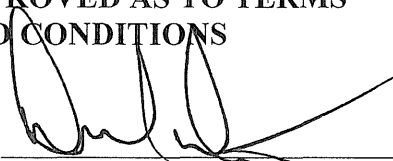
**TOWN OF PALM BEACH**

By:    
Municipality Representative John Tamm  
Palm Beach

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative

**AGREEMENT**  
with  
**CITY OF PALM BEACH GARDENS FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 5<sup>th</sup> day of August, 2022, by and between the Board of County Commissioners, Palm Beach County, a political sub-division 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 "MUNICIPALITY").

**WITNESSETH**

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services ("DOHEMS") is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds ("EMS Grant") throughout the State to improve and expand pre-hospital emergency medical services; and

**WHEREAS**, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2021-2022 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Two (2) K9 Training Manikins** (together "EMS Equipment"); and

**WHEREAS**, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY 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 Lynette Schurter, whose telephone number is 561-712-6696

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be Cory Bessette whose telephone number is 561-799-4306.

**ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY**

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY'S FY2021-2022 EMS Grant funds in an amount not to exceed **Three thousand five hundred eleven dollars and ninety cents (\$3,511.90)** The MUNICIPALITY shall

purchase the EMS Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2021-2022 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

#### **ARTICLE 4 - GRANT PROGRAM REQUIREMENTS**

##### **MUNICIPALITY SHALL:**

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **January 31, 2023** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS 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 in use and operation of the EMS 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 EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

#### **ARTICLE 5 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2021-2022 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

#### **ARTICLE 7 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

**ARTICLE 8 – ARREARS**

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 9 - ACCESS AND AUDITS**

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 10 – NONDISCRIMINATION**

The 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 MUNICIPALITY 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.

**ARTICLE 11- AUTHORITY TO PRACTICE**

The MUNICIPALITY 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 12 – 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 13 – 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:

Lynette Schurter, EMS Specialist  
20 South Military Trail  
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – 6th Floor  
West Palm Beach, Florida 33401

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

Cory Bessette, Division Chief of EMS  
4425 Burns Rd.  
Palm Beach Gardens, FL 33410

**ARTICLE 14 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the "Statute"), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

**ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the MUNICIPALITY 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 from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the MUNICIPALITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

**ARTICLE 17 - EFFECTIVE DATE**

This Agreement shall become effective upon execution by both the COUNTY and the MUNICIPALITY.

**ARTICLE 18 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.


**ARTICLE 19 - PUBLIC RECORDS**

Both parties shall comply with Florida's public records laws.

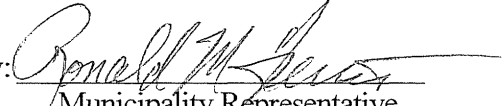
*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

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 MUNICIPALITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By:   
Verdenia C. Baker  
County Administrator

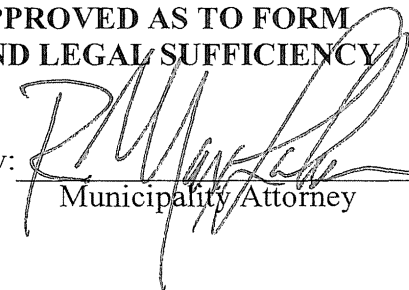
**CITY OF PALM BEACH GARDENS**

By:   
Municipality Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative

**AGREEMENT**  
with  
**VILLAGE OF TEQUESTA FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 5<sup>th</sup> day of August, 2022, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as "COUNTY"), and the **Village of Tequesta**, a municipal corporation of the State of Florida (herein referred to as "MUNICIPALITY").

**WITNESSETH**

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services ("DOHEMS") is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds ("EMS Grant") throughout the State to improve and expand pre-hospital emergency medical services; and

**WHEREAS**, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2021-2022 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Two (2) LifePak 1000 AEDs and Fifty (50) Bleed control kits** (together "EMS Equipment"); and

**WHEREAS**, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY 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 Lynette Schurter, whose telephone number is 561-712-6696

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be James Trube whose telephone number is 561-768-0550

**ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY**

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY'S FY2021-2022 EMS Grant funds in an amount not to exceed **Eight thousand six hundred seventy five dollars (\$8,675.00)** The MUNICIPALITY shall purchase the

EMS Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2021-2022 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

#### **ARTICLE 4 - GRANT PROGRAM REQUIREMENTS**

##### **MUNICIPALITY SHALL:**

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **January 31, 2023** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS 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 in use and operation of the EMS 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 EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

#### **ARTICLE 5 – LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2021-2022 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

#### **ARTICLE 7 – REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

**ARTICLE 8 – ARREARS**

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 9 - ACCESS AND AUDITS**

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 10 – NONDISCRIMINATION**

The 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 MUNICIPALITY 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.

**ARTICLE 11- AUTHORITY TO PRACTICE**

The MUNICIPALITY 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 12 – 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 13 – 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:

Lynette Schurter, EMS Specialist  
20 South Military Trail  
WPB, FL 33401

With copy to:

Palm Beach County Attorney’s Office  
301 North Olive Ave. – 6th Floor  
West Palm Beach, Florida 33401

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

James Trube, Fire Chief  
357 Tequesta Dr.  
Tequesta, FL 33469

**ARTICLE 14 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the “Statute”), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers’ Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

**ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the MUNICIPALITY 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 from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the MUNICIPALITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

**ARTICLE 17 - EFFECTIVE DATE**

This Agreement shall become effective upon execution by both the COUNTY and the MUNICIPALITY.

**ARTICLE 18 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**ARTICLE 19 - PUBLIC RECORDS**

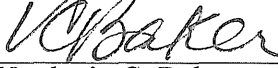
Both parties shall comply with Florida's public records laws.

*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 MUNICIPALITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By:   
Verdenia C. Baker  
County Administrator

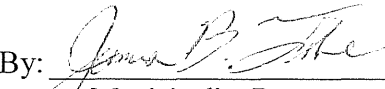
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

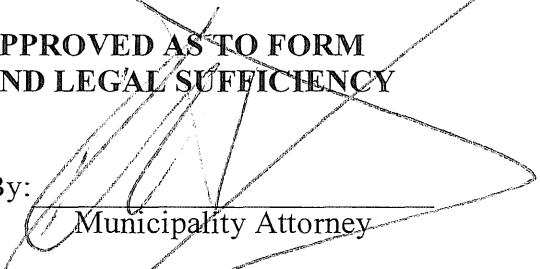
**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

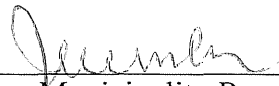
**VILLAGE OF TEQUESTA**

By:   
Municipality Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative

RESOLUTION 14-22

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF TEQUESTA, FLORIDA, INCREASING THE FISCAL YEAR 2021/2022 GENERAL FUND BUDGET BY INCREASING REVENUES AND EXPENDITURES IN THE AMOUNT OF \$8,675.00 TO RECOGNIZE EMS GRANT FUNDS FROM PALM BEACH COUNTY TO REIMBURSE THE VILLAGE FOR ITS PURCHASE OF TWO (2) LIFEPAK 1000 AEDS AND FIFTY (50) BLEED CONTROL KITS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, The Florida Department of Health, Bureau of EMS, has allocated certain funds to the Board of County Commissioners, Palm Beach County, to distribute to eligible EMS providers in Palm Beach County; and,

**WHEREAS**, The Village has entered into an inter-local agreement with Palm Beach County for the reimbursement of Two (2) LifePak 1000 AEDs and Fifty (50) Bleed Control Kits in an amount not to exceed \$8,675.00; and,

**WHEREAS**, the following accounts will be increased to fund the grant:

Revenues		
Local Government Grant PBC, 001-192-337.201,		\$8,675.00
Expenditures		
Machinery & Equipment, 001-192-664.600,		\$8,675.00; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF TEQUESTA, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1:** Resolution 14-22, is hereby approved, amending the Fiscal Year 2021/2022 General Fund Budget by increasing revenues and expenditures in the amount of \$8,675.00 to recognize EMS Grant Funds from Palm Beach County to reimburse the Village for its purchase of Two (2) LifePak 1000 AEDs and Fifty (50) Bleed Control Kits;

**Section 2:** This Resolution shall become effective immediately upon passage.

**AGREEMENT**  
with  
**CITY OF WEST PALM BEACH FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 5<sup>th</sup> day of August, 2022, by and between the Board of County Commissioners, Palm Beach County, a political sub-division 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 “MUNICIPALITY”).

**WITNESSETH**

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services (“DOHEMS”) is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds (“EMS Grant”) throughout the State to improve and expand pre-hospital emergency medical services; and

**WHEREAS**, Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement or expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2021-2022 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **K9 Emergency Medicine (K9 Officers) classes for Fire Rescue** (together “EMS Equipment”); and

**WHEREAS**, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY 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 Lynette Schurter, whose telephone number is 561-712-6696.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be Jaime Walker whose telephone number is 561-804-4715.

**ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY**

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY’S FY2021-2022 EMS Grant funds in an amount not to exceed **Fifteen thousand five hundred dollars (\$15,500.00)** The MUNICIPALITY shall purchase the

EMS Equipment and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2021-2022 EMS Grant. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

#### **ARTICLE 4 - GRANT PROGRAM REQUIREMENTS**

##### **MUNICIPALITY SHALL:**

- A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.
- B. Submit to the COUNTY Representative on or before **January 31, 2023** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY.
- C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS 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 in use and operation of the EMS 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 EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

#### **ARTICLE 5 - LIABILITY**

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2021-2022 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

#### **ARTICLE 7 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

**ARTICLE 8 – ARREARS**

The MUNICIPALITY 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 MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 9 - ACCESS AND AUDITS**

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement 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 10 – NONDISCRIMINATION**

The 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 MUNICIPALITY 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.

**ARTICLE 11- AUTHORITY TO PRACTICE**

The MUNICIPALITY 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 12 – 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 13 – 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:

Lynette Schurter, EMS Specialist  
20 South Military Trail  
WPB, FL 33401

With copy to:

Palm Beach County Attorney’s Office  
301 North Olive Ave. – 6th Floor  
West Palm Beach, Florida 33401

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

Jaime Walker, Division Chief of EMS  
500 N. Dixie Hwy.  
West Palm Beach, FL 33401

**ARTICLE 14 - INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the “Statute”), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers’ Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

#### **ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the MUNICIPALITY 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 from the effective date or upon the expiration of the life of the EMS Equipment, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the MUNICIPALITY may dispose of said EMS Equipment as surplus property with no further municipal purpose.

#### **ARTICLE 17 - EFFECTIVE DATE**

This Agreement shall become effective upon execution by both the COUNTY and the MUNICIPALITY.

#### **ARTICLE 18 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.


#### **ARTICLE 19 - PUBLIC RECORDS**

Both parties shall comply with Florida's public records laws.

*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 MUNICIPALITY has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By:   
Verdenia C. Baker  
County Administrator

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

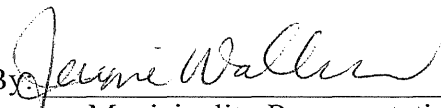
**CITY OF WEST PALM BEACH**

By:   
Municipality Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative