



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Grants & Aids	\$130,150	_____	_____	_____	_____
External Revenues	(130,150)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<u>\$0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Is this item using Federal Funds? Yes \_\_\_\_\_ No X  
 Is this item using State Funds? Yes X No \_\_\_\_\_

Budget Account Exp No.: Fund 1425 Department 662 Unit 5230 Object 8101  
 Major Program EMSST Program Period GY22  
 Rev No.: Fund 1425 Department 662 Unit 5230 RevSrc 3429

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 The EMS grant was approved June 13, 2023 C1050.

**C. Departmental Fiscal Review:** *[Signature]* 10/27/23

**III. REVIEW COMMENTS**

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

*[Signature]* 11/18/23 *[Signature]* 11/17/23  
 OFMB JA 11/8 V-S 11-8 Contract Administration

**B. Legal Sufficiency:**

*[Signature]* 11/21/23  
 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 this grant since 1999 and its share of the trust fund for FY 2022-2023 is \$174,438. 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 a Grant Review Committee that reports to the EMS Advisory Council.

**AGREEMENT  
FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 23<sup>rd</sup> day of October, 2023, 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 each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2022-2023 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Eleven (11) Mangar ELK lifting cushions plus Airflo 24 compressor** (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 **Ronnie Heen**, whose telephone number is 561-712-6484.

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 FY2022-2023 EMS Grant funds in an amount not to exceed **Fifteen thousand four hundred dollars (\$15,400.00)**. The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase documentation for reimbursement as detailed in

Article 4. 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 **December 29, 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. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.
- 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, by **December 29, 2023**. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. 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 FY2022-2023 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:

Ronnie Heen, Emergency Program Coordinator  
20 South Military Trail  
WPB, FL 33415

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:

Fire Chief Hugh Bruder  
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*  
Verdenia C. Baker  
County Administrator

**CITY OF BOYNTON BEACH**

By: *[Signature]*  
Municipality Representative  
*CITY MANAGER*

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *[Signature]*  
Asst. County Attorney

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

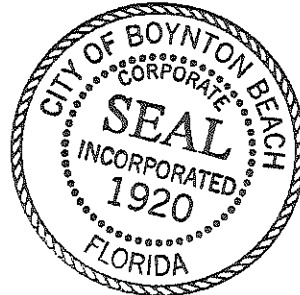
By: *[Signature]*  
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *[Signature]*  
Department Director

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *[Signature]*  
Municipality Representative  
*CITY CLERK*



**AGREEMENT  
FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 23 day of October, 2023, 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 each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2022-2023 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **QCPR Resuscitation Training Kit** (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 **Ronnie Heen**, whose telephone number is 561-712-6484.

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 FY2022-2023 EMS Grant funds in an amount not to exceed **Fifteen thousand five hundred sixty two dollars and seventy four cents (\$15,562.74)**. The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase

documentation for reimbursement as detailed in Article 4. 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 **December 29, 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. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.
- 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, by **December 29, 2023**. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. 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 FY2022-2023 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**

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#### **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:

Ronnie Heen, Emergency Program Coordinator  
20 South Military Trail  
WPB, FL 33415

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

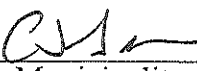
**CITY OF GREENACRES**

By:   
Municipality Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

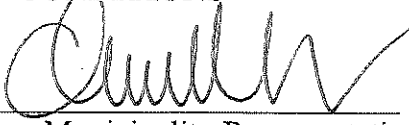
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney  
For Glen J. Tarcivla, Esq.

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative



**AGREEMENT  
FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 23 day of October, 2023, 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 each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2022-2023 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **One (1) Lucas 3 Chest Compression System** (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 **Ronnie Heen**, whose telephone number is 561-712-6484.

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 FY2022-2023 EMS Grant funds in an amount not to exceed **Twenty one thousand two hundred and three dollars (\$21,203.00)**. The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase documentation for reimbursement as



detailed in Article 4. 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 **December 29, 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. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.
- 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, by **December 29, 2023**. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. 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 FY2022-2023 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:

Ronnie Heen, Emergency Program Coordinator  
20 South Military Trail  
WPB, FL 33415

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.

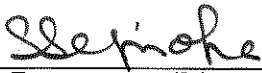
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BY ITS COUNTY ADMINISTRATOR**

By:   
Verdenia C. Baker  
County Administrator

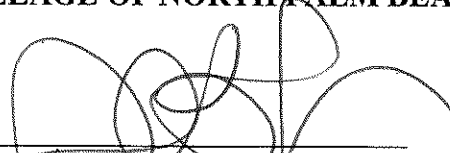
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

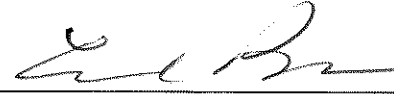
**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director


**VILLAGE OF NORTH PALM BEACH**

By:   
Municipality Representative

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative

**AGREEMENT  
FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 23 day of October, 2023, 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 each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2022-2023 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Two Lumify Ultrasound Systems iOS** (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 **Ronnie Heen**, whose telephone number is 561-712-6484.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be Joseph Sekula whose telephone number is 561-712-6696.

**ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY**

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY'S FY2022-2023 EMS Grant funds in an amount not to exceed **Twelve thousand five hundred and ninety dollars (\$12,590.00)**. The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase documentation for reimbursement as

detailed in Article 4. 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 **December 29, 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. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.
- 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, by **December 29, 2023**. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. 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 FY2022-2023 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:

Ronnie Heen, Emergency Program Coordinator  
20 South Military Trail  
WPB, FL 33415

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

**TOWN OF 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  
FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 23 day of October, 2023, 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 each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2022-2023 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Eight (8) LIFEPAK CR2 Trainers** (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 **Ronnie Heen**, whose telephone number is 561-712-6484.

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 FY2022-2023 EMS Grant funds in an amount not to exceed **Seven thousand four hundred thirty nine dollars and sixty eight cents (\$7,439.68)**. The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase

documentation for reimbursement as detailed in Article 4. 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 **December 29, 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. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.
- 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, by **December 29, 2023**. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. 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 FY2022-2023 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:

Ronnie Heen, Emergency Program Coordinator  
20 South Military Trail  
WPB, FL 33415

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, Assistant Chief-Operations  
10500 N. Military Trail  
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  
FOR EMS GRANT FUNDS**

THIS AGREEMENT ("the Agreement") is made as of the 23 day of October, 2023, 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 each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2022-2023 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **One (1) Lucas 3 Chest Compression System** (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 **Ronnie Heen**, whose telephone number is 561-712-6484.

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 FY2022-2023 EMS Grant funds in an amount not to exceed **Nineteen thousand two hundred sixty six dollars and ninety five cents (\$19,266.95)**. The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase

documentation for reimbursement as detailed in Article 4. 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 **December 29, 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. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.
- 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, by **December 29, 2023**. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. 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 FY2022-2023 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:

Ronnie Heen, Emergency Program Coordinator  
20 South Military Trail  
WPB, FL 33415

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.

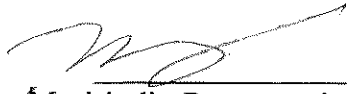
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and MUNICIPALITY has hereunto set its hand the day and year above written.

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

By:   
Verdenia C. Baker  
County Administrator

**VILLAGE OF TEQUESTA**

By:   
Municipality Representative  
Molly Yans, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Asst. County Attorney

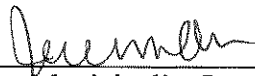
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Municipality Attorney  
Keith Davis,

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Municipality Representative  
Jeremy Alley, Manager

**INTERLOCAL AGREEMENT  
FOR EMS GRANT FUNDS**

WPBF 30877

THIS INTERLOCAL AGREEMENT ("the Agreement") is made as of the 23 day of October, 2023, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the **City of West Palm Beach**, a municipal corporation of the State of Florida (herein referred to as "MUNICIPALITY").

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Department of Health, Bureau of Emergency Medical Services ("DOHEMS") is authorized by Chapter 401, Part II, Florida Statutes, to dispense 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 each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

**WHEREAS**, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2022-2023 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **One (1) Zoll X Series advanced monitor/defibrillator** (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 **Ronnie Heen**, whose telephone number is 561-712-6484.



The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Thomas Moran** 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 FY2022-2023 EMS Grant funds in an amount not to exceed **Thirty Eight Thousand Six Hundred Eighty-Seven Dollars and Eleven Cents (\$38,687.11)**. The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase documentation for reimbursement as detailed in Article 4. 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 **December 29, 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. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.
- 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, by **December 29, 2023**. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. 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 FY2022-2023 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:

Ronnie Heen, Emergency Program Coordinator  
20 South Military Trail  
WPB, FL 33415

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:

Thomas Moran, EMS Chief  
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.

[Signatures on the following page]

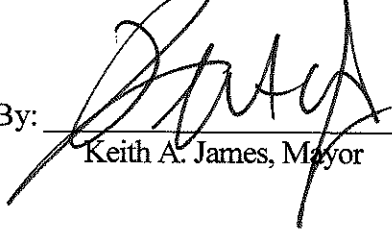
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and MUNICIPALITY has hereunto set its hand the day and year above written.

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

By:   
Verdenia C. Baker  
County Administrator

**CITY OF WEST PALM BEACH**

By:   
Keith A. James, Mayor

**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