

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	September 17, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Fire Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a tri-party Interlocal Agreement for Emergency Distribution of Strategic National Stockpile with the Palm Beach County Sheriff's Office (PBSO) and the Florida Department of Health in Palm Beach County (DOH) effective October 8, 2024 through October 7, 2029 with one (1) automatic renewal period of five (5) years.

SUMMARY: On October 8, 2019, a tri-party Interlocal Agreement for Emergency Distribution of Strategic National Stockpile (R2019-1551) with PBSO and DOH was approved for a period of five (5) years. This tri-party Agreement delineates responsibilities for all of the parties for activities related to the prophylaxis of PBSO's and Palm Beach County Fire Rescue's (PBCFR) employees, their immediate family members and volunteers under the Cities Readiness Initiative program (CRI) in the event of a catastrophic biological incident or other communicable threat of epidemic proportion. The provisions of this Agreement apply to activities to be performed at the request of the DOH in conjunction with the implementation of the CRI Response Plan, an appendix to DOH's Emergency Operations Plan. All parties agree that continuing this arrangement would be mutually beneficial. **Countywide (SB)**

Background and Justification: The Centers for Disease Control and Prevention (CDC) has established the CRI to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident. The CDC will provide the Strategic National Stockpile assets, which includes medications and medical supplies, to the DOH for the PBSO and PBCFR portions of the MSA. The DOH wishes to collaborate with PBSO and PBCFR to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion.

Attachment:
1. Interlocal Agreement (3)

Recommended by: For [Signature] 8-19-2024
Assistant Fire Chief Date

Approved by: [Signature] 8-19-2024
Fire Rescue Administrator Date

Approved by: [Signature] 8/30/2024
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No
 Does this item include the use of Federal Funds? Yes No X
 Does this item include the use of State Funds? Yes No X

Budget Account No.: Fund Dept Unit Object/Rev Source

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

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

C. Departmental Fiscal Review: X 8/19/24

III. REVIEW COMMENTS

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

Lisa Mante 8/20/24
 OFMB
 QA 8/20
 VS 8/20

Theresa Muckler 8/22/24
 Contract Development and Control
 Met 8/22/24

B. Legal Sufficiency

Ru Ben 8/27/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

THIS INTERLOCAL AGREEMENT FOR EMERGENCY DISTRIBUTION OF STRATEGIC NATIONAL STOCKPILE (the "Agreement") is made and entered into on September 17, 2024, by and between PALM BEACH COUNTY SHERIFF'S OFFICE (hereinafter "Sheriff"), PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "Palm Beach County" or "PBCFR"), by and through its Board of County Commissioners, and the FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY, FLORIDA (hereinafter "Department").

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

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

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

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

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

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

ARTICLE I: PURPOSE

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

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

ARTICLE II: SCOPE

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

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

ARTICLE III: DEFINITIONS

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

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

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

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

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

ARTICLE IV: THE PARTIES AGREE

Section 1. The Department Agrees:

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

- To provide sample descriptions of the various roles to be assigned to employees of the Sheriff and PBCFR.

- To provide training of said employees and volunteers in dispensing said medication, antidotes and/or vaccines to the employees and volunteers of PBCFR, the Sheriff and their immediate families, including federal, state and local contracted employees; and to provide sample copies of Client Registration Forms and other documentation for the required accountability of these materials.

- In the event the Sheriff or PBCFR utilizes unpaid volunteers, the Department shall review, approve and provide credentials to said unpaid Sheriff or PBCFR volunteers (not paid employees) who complete Florida Department of Health "Volunteer Enrollment Application" forms (DH-1474, 07/13) with accompanying "Volunteer Personal References Questionnaire". Said volunteers shall be deemed volunteers of the State and not Palm Beach County or the Sheriff, will be covered by Worker's Compensation in accordance with Florida Statute Title X Chapter 110.504, and be further provided with state liability protection as part of Florida Statute Chapter 768.28.

- The coordination of the SNS assets will be determined jointly by PBCFR, the Sheriff and the Department in the event of a decision to distribute.

- To provide sample copies of Client Registration Forms, educational materials and other resources in the event of a catastrophic public health emergency requiring the mass prophylaxis of the identified population, and other documentation for the required accountability of these materials.

- To provide the Sheriff and PBCFR with as much advance notice as feasible of the decision to request and deploy SNS assets.

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

Section 2. PBCFR and the Sheriff Agree:

- To provide the Department with a census count of the number of employees, volunteers and their immediate family members. For the purposes of this Agreement, the census count will be calculated as follows: Number of Sheriff and PBCFR Employees and volunteers x 5 = total employees, volunteers and family members.

- To provide adequate numbers of employees (and/or volunteers) to assist in the dispensing of the above-mentioned medication, antidotes and/or vaccines to all employees, volunteers of PBCFR and the Sheriff and their immediate family members without prejudice.

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

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

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

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

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

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

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

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

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

ARTICLE V: GENERAL CONTRACT TERMS

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

Section 2. Representative and Contract Monitor. The Palm Beach County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7001. The Department representative and contract monitor during the performance of this Agreement shall be Shamilla Lutchman, Director Public Health Preparedness and Response, whose telephone number is 561-671-4017. The Sheriff representatives and contract monitors during the performance of this Agreement shall be Captain Michael Kirschner, whose telephone number is 561-644-3602; and email is KirschnerM@pbso.org and Lieutenant Edward Sperbeck, whose telephone number is 561-371-0455; and email is SperbeckE@pbso.org.

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

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

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

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

personnel, and owning or possessing such equipment.

Section 7. Liability. Except as otherwise provided for in section 252.51, Florida Statutes, each Party acknowledges the waiver of sovereign immunity for liability in tort contained in section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties agree to be responsible for all such claims and damages, to the extent and limits provided in section 768.28, Florida Statutes, arising from the actions of their respective employees, except as otherwise provided for in section 252.51, Florida Statutes. Each Party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by any Party hereto to indemnify the other; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that each Party hereto has under section 768.28, Florida Statutes, or any other statute; nor (iv) as consent to be sued by third parties.

Section 8. Effective Date and Term. This Agreement shall become effective on October 8, 2024 and shall remain in effect for five (5) years. Thereafter, this Agreement shall automatically renew, without further action of the parties, for one (1) additional five (5) year term under the same terms and conditions.

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

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

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

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

Section 13. Nondiscrimination. In Resolution R2017-1770, Palm Beach County expressed its commitment to assuring equal opportunity by not conducting business with nor appropriating funds to entities that discriminate as set forth in said Resolution. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Department and the Sheriff each warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin,

ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

Section 15. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

Section 18. Access and Audits. The Sheriff and the Department 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. Palm Beach County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Sheriff and the Department's place of business.

Section 19. Records. Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least five (5) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law. All parties shall provide the other parties with access to such records upon request.

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

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

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

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

With a copy to:

Palm Beach County Attorney's Office
Attn: Fire Rescue Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

and if sent to PBSO shall be mailed to:

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

and if sent to the Department shall be mailed to:

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

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

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

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

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

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

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

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

Section 29. Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 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 entities contracting with the County, their officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor. This paragraph shall only apply to the Sheriff as it relates to SNS assets provided by the Department.

Section 30. 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.

[remainder of page left blank intentionally]

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

ATTEST:

**PALM BEACH COUNTY
SHERIFF'S OFFICE**

By: *Lafiah Baccus*

By: *Ric L. Bradshaw*
Ric L. Bradshaw, Sheriff
Or his Designee

ATTEST:

**JOSEPH ABRUZZO,
Clerk of the Circuit Court
& Comptroller**

**PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: *Ru. Bw*
County Attorney

By: *[Signature]*
Palm Beach County Fire Rescue

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

WITNESS:

**FLORIDA DEPARTMENT OF HEALTH
IN PALM BEACH COUNTY**

[Signature]
Signature
Shodell Howard
Print Name

By: *[Signature]*
Jyothi Gunta, MD, Director