

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)					

Is Item Included in Current Budget? Yes ___ No ___
 Is this item using Federal Funds? Yes ___ No ___
 Is this item using State Funds? Yes ___ No ___

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____

Reporting Category _____

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

There is no direct cost associated with the approval of this item. Undetermined future costs could be incurred in amounts dependent upon the nature of any emergencies covered under the Agreement and the level of cost reimbursement provided by FEMA.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

[Signature] 11/15/24
 OFMB
 JA 11/15
 AMR 11/15

[Signature] 11/19/24
 Contract Dev. & Control
 ZG 11.18.24

B. Legal Sufficiency

[Signature] 11-20-24
 for Assistant County Attorney *[Signature]*

C. Other Department Review

 Department Director

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made as of December 10, 2024, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, (the "County"), the School Board of Palm Beach County, a corporate body politic existing under the laws of the State of Florida, (the "School Board") and the State of Florida Department of Health in Palm Beach County, an agency of the State of Florida, (the "Health Department"). The County, School Board and Health Department are hereinafter individually referred to as the "Party" or collectively as the "Parties".

WHEREAS, section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units 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 in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Florida Legislature has found that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and

WHEREAS, pursuant to section 252.38(1)(d), Florida Statutes, during a declared state of emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and the necessary personnel to staff such facilities; and

WHEREAS, the County, Health Department, and the School Board mutually desire that the School Board will make available certain school facilities for emergency use and the agreed upon personnel to staff them. The designated facilities will be considered "Points of Dispensing" ("PODs") for medical and emergency services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is mutually agreed among the parties as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The School Board shall, after meeting its responsibilities to pupils, permit upon request of County the use of specific mutually agreed upon public school facilities by County as emergency facilities

in advance, during and immediately after a declared state of emergency for use as PODs. A list of the public schools that may be activated as PODs is attached hereto as Exhibit A.

3. The PODs will be used only in the event of a declared state of emergency to dispense medications and/or vaccines from the Centers for Disease Control and Prevention's Strategic National Stockpile on a 24-hour/7-day schedule.
4. The Health Department shall coordinate through the County, specifically with the Facilities Development and Operations Department and the Emergency Management Division's Logistics Branch: (i) which PODs shall be activated; and (ii) all support arrangements necessary for such activation.
5. The School Board shall staff the PODs with the following School Board personnel, including but not limited to: cafeteria staff, custodian/janitorial staff, maintenance staff, school police officers, and appropriate administrative staff as outlined in the most current Palm Beach County Health Department Strategic National Stockpile Cities Readiness Initiative Plan ("Plan").
6. The County agrees to reimburse the School Board for all costs not reimbursed by the Federal Emergency Management Agency (FEMA), associated with the use of any personnel, equipment, materials, or food supplies that the parties deem necessary for the operation of the PODs. In order to be reimbursed by FEMA, the parties shall participate fully in the FEMA Public Assistance Program and submit project worksheets, supporting documentation and/or required applications in accordance with FEMA program guidelines. The parties shall cooperate fully in the submittal of reimbursement requests or claims. Upon receipt of a final determination from FEMA, on the Party's/Parties' application(s), the School Board may submit an invoice to the County for any expenses not reimbursed by FEMA. Invoices will normally be paid within thirty (30) days following the County representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.
7. The School Board will provide the Health Department access to the gymnasium of one centrally located school, up to two times annually, when school is not session, for employee POD training. The Health Department will pay the School Board for any expenses incurred from the Department's training exercises. The Health Department will coordinate appropriate dates for training with the School Board.
8. By this Agreement, the School Board recognizes that for the purposes stated herein, the School Board is an active participant with County in this community service endeavor. Both the School Board and the County are cognizant of the provisions of Chapter 252, Florida Statutes, pertaining to "EMERGENCY MANAGEMENT", particularly section 252.51, Florida Statutes, insulating both the School Board and County from liability due to death of or injury to, any person on or about school premises or for loss of, or damage to, the property of any such person unless the gross negligence or the willful and wanton misconduct of the School Board owning or County

controlling such emergency facility is the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

9. The County and School District Police Department shall arrange for all security measures at the activated PODs in accordance with the Plan.
10. **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.
11. **Insurance.** To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at section 768.28, Florida Statutes, each Party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law.

In the event that any Party maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under section 768.28, Florida Statutes, such Party shall maintain said insurance policy at limits not less than \$500,000 each occurrence.

Each Party shall maintain or be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

Each Party shall maintain sufficient general liability and workers' compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

If requested, each Party shall provide each other with a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties recognize as acceptable for the above-mentioned coverages.

Compliance with the foregoing insurance requirements shall not relieve the Parties of their liability and obligations under this Agreement.

12. **Non-Discrimination.** The Parties shall not discriminate against any individual on the basis of his or her race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial

status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the PODs or under this Agreement.

13. **Modifications.** This Agreement may be modified or amended only by mutual written consent of the Parties.
14. **Relationship of the Parties.** The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of any Party shall be deemed an employee of any other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.
15. **No Third Party Beneficiaries.** This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their respective successors and permitted assigns and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
16. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, or alternatively shall be sent by United States Certified Mail, with Return-Receipt requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

If to County to:

Palm Beach County
County Administrator
301 N. Olive Avenue, 11th Floor
West Palm Beach, FL 33401

With Copy to:

Isamí Ayala-Collazo, Director
Facilities Development & Operations Department
2633 Vista Parkway
West Palm Beach, FL 33411

If to School Board to:

Michael J. Burke
Superintendent of Schools
3360 Forest Hill Boulevard
West Palm Beach, FL 33406, Suite C-316

If to Health Department to:

Dr. Jyothi Gunta
Director, Palm Beach County Health Department
800 Clematis Street
West Palm Beach, FL 33401

Any Party may from time to time change the address at which notice under this Agreement shall be given such Party, upon three (3) days prior written notice to the other Parties.

17. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.
18. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.
19. Assignment; Binding Agreement. Neither County nor School Board nor the Health Department shall assign this Agreement or any interest herein without the prior written consent of the other Parties. If such assignment is to another governmental entity, then such consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
20. Entire Agreement. This Agreement constitutes all agreements, conditions and understandings between the Parties concerning the PODs. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them.
21. Governing Law, Remedies and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any dispute arising with respect to this 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 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.

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

23. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or statutory duties of County, School Board or Health Department officers.

24. Term and Termination. The term of this Agreement shall be for one year, commencing on the date of execution, and the Agreement will automatically renew each year on the anniversary date of such agreement for a term not to exceed five (5) years, unless terminated earlier by the Parties hereto. This Agreement may be terminated with or without cause by each of the Parties hereto upon 180-days prior written notice to the other Parties, but in no event shall this Agreement terminate during a declared state of emergency.

25. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties.

26. Counterparts. This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The Parties may execute the Contract through electronic or manual means.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; the School Board has caused this Agreement to be executed by its Chairperson and Superintendent, and the Health Department has caused this Agreement to be executed by its director as of the day and year first above written.

ATTEST:

JOSEPH ABRUZZO, Clerk and Comptroller


PALM BEACH COUNTY, a political subdivision of the State of Florida

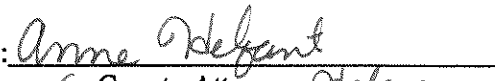
BY: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO TERMS AND AND CONDITIONS

APPROVED AS TO LEGAL SUFFICIENCY

By: 
Assistant County Administrator

By: 
for County Attorney Helene

SCHOOL BOARD OF PALM BEACH COUNTY,
a corporate body politic existing under the laws of the State of Florida

By:  10/3/24
Karen Brill, Chairperson Date

By:  10/3/24
Michael J. Burke, Superintendent Date

APPROVED AS TO LEGAL SUFFICIENCY

By:  9/9/24
School Board Attorney Date

PALM BEACH COUNTY HEALTH DEPARTMENT

By:  MD 8/29/2024
Dr. Jyothi Gunta, Director Date

APPROVED AS TO LEGAL SUFFICIENCY

By:  8/28/24
Health Department Attorney Date

EXHIBIT A

The content of this Exhibit is considered operational sensitive security information and is being withheld from public viewing pursuant to Sections 119.071(3) and 381.95, Florida Statutes.