

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 11, 2025 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Agreements with these six (6) governmental agencies for reimbursement for medical equipment purchases from Emergency Medical Services (EMS) grant funding received by Palm Beach County from the State of Florida Department of Health (DOH):

- 1. City of Greenacres;
2. Village of North Palm Beach;
3. Village of Tequesta;
4. City of West Palm Beach;
5. City of Boynton Beach; and
6. City of Palm Beach Gardens

Summary: The County was awarded \$183,816.99 (CSFA #64.005) during the FY 2023-2024 grant cycle from the DOH, EMS Bureau, to improve and expand EMS systems. The grant funding may be used by the County or municipal agencies to purchase EMS equipment. Accordingly, the County has agreed to reimburse the following municipalities: City of Greenacres for the purchase of two (2) pediatric training manikins, two (2) adult training manikins, one (1) adult airway management trainer and one (1) Vscan-Air Ultra Sound not to exceed \$21,243.06; Village of North Palm Beach for the purchase of five (5) Handtevy Pediatric bags with trainings and medication and equipment guides not to exceed \$8,669; Village of Tequesta for the purchase of two (2) CPR family training packs with CPR rate monitors and Stop the Bleed training kits not to exceed \$5,081.26; City of West Palm Beach for the purchase of Ten (10) Emergency Child Restraints and (1) AutoPulse system with two (2) batteries and three (3) cases not to exceed \$22,614.93; City of Boynton Beach for the purchase of 18 Handtevy Pediatric Bags with trainings and medication and equipment guides not to exceed \$17,852.50; and City of Palm Beach Gardens for the purchase of two (2) EleGARD Patient Position Systems with covers not to exceed \$14,968. The equipment was approved based upon a countywide assessment by a grant review committee of licensed EMS providers. The remaining \$93,388.24 will support Palm Beach County Fire Rescue, as well as the pending EMS Grant agreements with City of Delray Beach, City of Riviera Beach, and Town of Palm Beach. On August 13, 2013, the County Administrator or designee was authorized to execute these standard agreements between the County and various governmental and non-governmental agencies and make non-substantive and ministerial changes on behalf of the Board of County Commissioners after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations. Countywide (SB)

(Background and Justification: Continued on page three)

Attachments:

- 1. City of Greenacres Agreement
2. Village of North Palm Beach Agreement
3. Village of Tequesta Agreement
4. City of West Palm Beach Agreement
5. City of Boynton Beach Agreement
6. City of Palm Beach Gardens Agreement

Recommended By: [Signature] Digitally signed by Stephanie Sejnoha Date: 2025.02.19 16:41:08 -05'00'
Department Director Date
Approved By: [Signature] for 2/27/25
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Personal Services					
Operating Costs					
Grants & Aids	\$90,429				
External Revenues	(90,429)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$0				

ADDITIONAL FTE
POSITIONS (Cumulative)

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 GY23
 Rev No.: Fund 1425 Department 662 Unit 5230 RevSrc 3429

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

(25) The EMS grant was approved November 19, 2024 C2450.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature] 2/18/25
OFMB GA 2/12
VS 2/12

[Signature] 2/18/25
Contract Administration 26 2.13.25

B. Legal Sufficiency:

[Signature] 2/18/25
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, DOH, EMS Bureau has established an EMS Trust Fund funded through a portion of every municipal and county moving violation fine including DUI convictions. The County has been receiving this grant since 1999 and its share of the Trust Fund for FY 2023-2024 is \$183,816. The licensed EMS Providers within the County submit a proposal for training and/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 of licensed EMS providers.

**AGREEMENT
FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 14th day of January, year 2025, 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 Florida Department of Health (DOH), through its Emergency Medical Services Program, 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 FY2023-2024 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Two (2) pediatric training manikins, two (2) adult training manikins, one (1) adult airway management trainer, one (1) Vscan Air – ultra sound** (together “EMS Equipment”); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between the COUNTY and DOH, 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 **Lee Moultrie, EM Program Manager**, whose telephone number is **561-712-6484**.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Brian Fuller, Fire Chief**, 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 FY2023-2024 EMS Grant funds in an amount not to exceed **Twenty one thousand two hundred forty three dollars and six cents (\$21,243.06)**. 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 **April 30, 2025** 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 **April 30, 2025**. 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.
- E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment is for an improvement and expansion of pre-hospital emergency medical services within the County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the DOH MOA and this Agreement, and will permit an audit.
- F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY'S EMS Equipment, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program and the DOH MOA to the extent necessary for the COUNTY to comply with the EMS Grant program and the DOH MOA, including but not limited to provisions relating to use of EMS Grant funds, reports,

inspections, audits, and procuring, inventorying, insuring and safeguarding equipment. If the DOH MOA is terminated for any reason, in full or in part relevant to the MUNICIPALITY'S EMS Equipment, the COUNTY may terminate this Agreement upon written notice to the MUNICIPALITY. If there are any inconsistencies between the DOH MOA and this Agreement, the DOH MOA will prevail.

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, or its acts or omissions that cause the COUNTY to be in breach or violation of the DOH MOA or the EMS Grant program. 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 FY2023-2024 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 - 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.

ARTICLE 14 – 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:

Lee Moultrie, Emergency Program Coordinator
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
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 15 – 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 16 – 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 17 – EFFECTIVE DATE

The term of this Agreement is June 1, 2024 through April 30, 2025.

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.

ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby approve and execute this Agreement on the date first written above.

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

By: *Verdenia C. Baker*
Verdenia C. Baker, County Administrator

CITY OF GREENACRES

By: *Brian Fuller*
Brian Fuller, Fire Chief

Typed Name

Fire Chief

Typed Title

ATTEST:

By: *Chantel*
Municipal Clerk



**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *R. B. Baker*
County Attorney

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *G. J. T.*
Municipality Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *LeMisha*
County Department Director

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *Andrea Meloni*
Municipality Representative

**AGREEMENT
FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 14th day of January, year 2025, 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 Florida Department of Health (DOH), through its Emergency Medical Services Program, 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 FY2023-2024 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Five (5) Handtevy Pediatric Bags with trainings and medication and equipment guides** (together “EMS Equipment”); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between the COUNTY and DOH, 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 **Lee Moultrie, EM Program Manager**, whose telephone number is **561-712-6484**.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Scott Freseman, District Chief**, 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 FY2023-2024 EMS Grant funds in an amount not to exceed **Eight thousand six hundred sixty nine dollars (\$8,669.00)**. 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 **April 30, 2025** 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 **April 30, 2025**. 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.
- E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment is for an improvement and expansion of pre-hospital emergency medical services within the County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the DOH MOA and this Agreement, and will permit an audit.
- F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY'S EMS Equipment, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program and the DOH MOA to the extent necessary for the COUNTY to comply with the EMS Grant program and the DOH MOA, including but not limited to provisions relating to use of EMS Grant funds, reports,

inspections, audits, and procuring, inventorying, insuring and safeguarding equipment. If the DOH MOA is terminated for any reason, in full or in part relevant to the MUNICIPALITY's EMS Equipment, the COUNTY may terminate this Agreement upon written notice to the MUNICIPALITY. If there are any inconsistencies between the DOH MOA and this Agreement, the DOH MOA will prevail.

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, or its acts or omissions that cause the COUNTY to be in breach or violation of the DOH MOA or the EMS Grant program. 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 FY2023-2024 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 - 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.

ARTICLE 14 – 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:

Lee Moultrie, Emergency Program Coordinator
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:

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

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

Scott Freseman, District Chief
560 U.S. Hwy 1
North Palm Beach, FL 33408

ARTICLE 15 – 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 16 – 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 17 – EFFECTIVE DATE

The term of this Agreement is June 1, 2024 through April 30, 2025.

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.

ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby approve and execute this Agreement on the date first written above.

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

By: *V. Baker*
Verdenia C. Baker, County Administrator

VILLAGE OF NORTH PALM BEACH

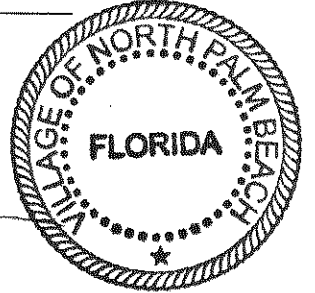
By: *Susan Bickel*
Susan Bickel, Mayor

Susan Bickel
Typed Name

Mayor
Typed Title

ATTEST:

By: *[Signature]*
Municipal Clerk



**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *[Signature]*
County Attorney

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *[Signature]*
Municipality Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *[Signature]*
County Department Director

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *[Signature]*
Municipality Representative

**AGREEMENT
FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 14th day of January, year 2025, 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 Florida Department of Health (DOH), through its Emergency Medical Services Program, 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 FY2023-2024 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Two (2) CPR Family training packs with CPR Rate Monitors and Stop the Bleed training kits** (together “EMS Equipment”); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between the COUNTY and DOH, 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 **Lee Moultrie, EM Program Manager**, whose telephone number is **561-712-6484**.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Captain Ray Giblin**, whose telephone number is **561-768-0563**.

ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY'S FY2023-2024 EMS Grant funds in an amount not to exceed **Five Thousand eighty one dollars and twenty six cents (\$5,081.26)**. 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 **April 30, 2025** 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 **April 30 2025**. 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.
- E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment is for an improvement and expansion of pre-hospital emergency medical services within the County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the DOH MOA and this Agreement, and will permit an audit.
- F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY'S EMS Equipment, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program and the DOH MOA to the extent necessary for the COUNTY to comply with the EMS Grant program and the DOH MOA, including but not limited to provisions relating to use of EMS Grant funds, reports,

inspections, audits, and procuring, inventorying, insuring and safeguarding equipment. If the DOH MOA is terminated for any reason, in full or in part relevant to the MUNICIPALITY's EMS Equipment, the COUNTY may terminate this Agreement upon written notice to the MUNICIPALITY. If there are any inconsistencies between the DOH MOA and this Agreement, the DOH MOA will prevail.

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, or its acts or omissions that cause the COUNTY to be in breach or violation of the DOH MOA or the EMS Grant program. 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 FY2023-2024 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 - 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.

ARTICLE 14 – 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:

Lee Moultrie, Emergency Program Coordinator
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:

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

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

Ray Giblin, Captain
357 Tequesta Dr.
Tequesta, FL 33469

ARTICLE 15 – 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 16 – 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 17 – EFFECTIVE DATE

The term of this Agreement is June 1, 2024 through April 30, 2025.

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.

ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby approve and execute this Agreement on the date first written above.

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

By: *VC Baker*
Verdenia C. Baker, County Administrator

VILLAGE OF TEQUESTA

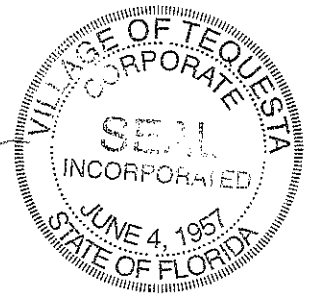
By: *Jeremy Allen*
Jeremy Allen, Village Manager

Jeremy Allen
Typed Name

Village Manager
Typed Title

ATTEST:

By: *Liri M. Williams*
Municipal Clerk



**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *R. Baker*
County Attorney

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *[Signature]*
Municipality Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *[Signature]*
County Department Director

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *Jeremy Allen*
Municipality Representative
*Jeremy Allen,
Village Manager*

**AGREEMENT
FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 14th day of January, year 2025, the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as “COUNTY”), and the **City of West Palm Beach**, a municipal corporation of the State of Florida (herein referred to as “MUNICIPALITY”).

WITNESSETH

WHEREAS, the Florida Department of Health (DOH), through its Emergency Medical Services Program, 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 FY2023-2024 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Ten (10) Emergency Child Restraints and one (1) AutoPulse system with two (2) batteries and three (3) cases** (together “EMS Equipment”); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between the COUNTY and DOH, 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 **Lee Moultrie, EM Program Manager**, whose telephone number is **561-712-6484**.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Thomas Moran, EMS Chief**, 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 FY2023-2024 EMS Grant funds in an amount not to exceed **Twenty two thousand six hundred fourteen dollars and ninety three cents (\$22,614.93)**. 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 **April 30, 2025** 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 **April 30, 2025**. 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.
- E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment is for an improvement and expansion of pre-hospital emergency medical services within the County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the DOH MOA and this Agreement, and will permit an audit.
- F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY's EMS Equipment, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program and the DOH MOA to the extent necessary for the COUNTY to comply with the EMS Grant program and the DOH MOA, including but not limited to provisions relating to use of EMS Grant funds, reports,

inspections, audits, and procuring, inventorying, insuring and safeguarding equipment. If the DOH MOA is terminated for any reason, in full or in part relevant to the MUNICIPALITY'S EMS Equipment, the COUNTY may terminate this Agreement upon written notice to the MUNICIPALITY. If there are any inconsistencies between the DOH MOA and this Agreement, the DOH MOA will prevail.

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, or its acts or omissions that cause the COUNTY to be in breach or violation of the DOH MOA or the EMS Grant program. 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 FY2023-2024 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 - 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.

ARTICLE 14 – 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:

Lee Moultrie, Emergency Program Coordinator
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
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 15 – 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 16 – 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 17 – EFFECTIVE DATE

The term of this Agreement is June 1, 2024 through April 30, 2025.

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.

ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

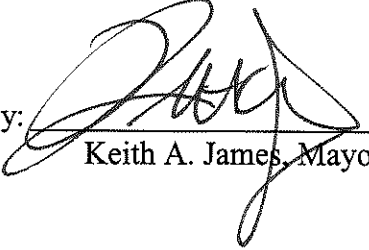
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby approve and execute this Agreement on the date first written above.

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

By: 
Verdenia C. Baker, County Administrator

CITY OF WEST PALM BEACH

By: 
Keith A. James, Mayor

ATTEST:

By: 
City Clerk

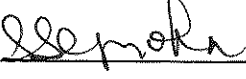
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
County Attorney

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
City Attorney's Office

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
County Department Director

**AGREEMENT
FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 14th day of January, year 2025, 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 Florida Department of Health (DOH), through its Emergency Medical Services Program, 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 FY2023-2024 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Eighteen (18) Handtevy Pediatric Bags with trainings and medication and equipment guides** (together “EMS Equipment”); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between the COUNTY and DOH, 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 **Lee Moultrie, EM Program Manager**, whose telephone number is **561-712-6484**.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Jarvis Prince, EMS Chief**, 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 FY2023-2024 EMS Grant funds in an amount not to exceed **Seventeen thousand eight hundred fifty two dollars and fifty cents (\$17,852.50)**. 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 **April 30, 2025** 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 **April 30, 2025**. 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.
- E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment is for an improvement and expansion of pre-hospital emergency medical services within the County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the DOH MOA and this Agreement, and will permit an audit.
- F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY'S EMS Equipment, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program and the DOH MOA to the extent necessary for the COUNTY to comply with the EMS Grant program and the DOH MOA, including but not limited to provisions relating to use of EMS Grant funds, reports,

inspections, audits, and procuring, inventorying, insuring and safeguarding equipment. If the DOH MOA is terminated for any reason, in full or in part relevant to the MUNICIPALITY's EMS Equipment, the COUNTY may terminate this Agreement upon written notice to the MUNICIPALITY. If there are any inconsistencies between the DOH MOA and this Agreement, the DOH MOA will prevail.

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, or its acts or omissions that cause the COUNTY to be in breach or violation of the DOH MOA or the EMS Grant program. 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 FY2023-2024 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 - 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.

ARTICLE 14 – 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:

Lee Moultrie, Emergency Program Coordinator
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:

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

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

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

ARTICLE 15 – 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 16 – 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 17 – EFFECTIVE DATE

The term of this Agreement is June 1, 2024 through April 30, 2025.

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.

ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby approve and execute this Agreement on the date first written above.

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

By: *V.C. Baker*
Verdenia C. Baker, County Administrator

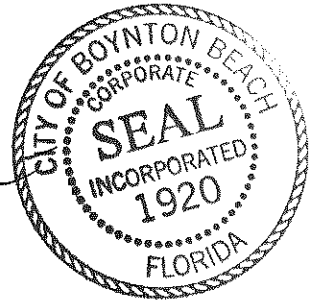
CITY OF BOYNTON BEACH

By: *[Signature]* 10/2/2024
Ty Penserga, Mayor

TY PENSERGA
Typed Name

MAYOR
Typed Title

ATTEST:
By: *[Signature]*
Municipal Clerk



**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *[Signature]*
County Attorney

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *[Signature]*
Municipality Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *[Signature]*
County Department Director

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *[Signature]*
Municipality Representative

**AGREEMENT
FOR EMS GRANT FUNDS**

THIS AGREEMENT (“the Agreement”) is made as of the 14th day of January, year 2025, 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 Florida Department of Health (DOH), through its Emergency Medical Services Program, 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 FY2023-2024 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Two (2) EleGARD Patient Position Systems with covers** (together “EMS Equipment”); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between the COUNTY and DOH, 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 **Lee Moultrie, EM Program Manager**, whose telephone number is **561-712-6484**.

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Cory Bessette, Assistant Chief/PIO-Operations**, 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 FY2023-2024 EMS Grant funds in an amount not to exceed **Fourteen thousand nine hundred sixty eight dollars (\$14,968.00)**. 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 **April 30, 2025** 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 **April 30, 2025**. 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.
- E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment is for an improvement and expansion of pre-hospital emergency medical services within the County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the DOH MOA and this Agreement, and will permit an audit.
- F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY's EMS Equipment, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program and the DOH MOA to the extent necessary for the COUNTY to comply with the EMS Grant program and the DOH MOA, including but not limited to provisions relating to use of EMS Grant funds, reports, inspections, audits, and procuring, inventorying, insuring and safeguarding equipment. If the

DOH MOA is terminated for any reason, in full or in part relevant to the MUNICIPALITY'S EMS Equipment, the COUNTY may terminate this Agreement upon written notice to the MUNICIPALITY. If there are any inconsistencies between the DOH MOA and this Agreement, the DOH MOA will prevail.

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, or its acts or omissions that cause the COUNTY to be in breach or violation of the DOH MOA or the EMS Grant program. 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 FY2023-2024 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.

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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 - 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.

ARTICLE 14 – 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:

Lee Moultrie, Emergency Program Coordinator
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:

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

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

Cory Bessette, Assistant Chief/PIO-Operations
10500 N. Military Trail
Palm Beach Gardens, FL 33410

ARTICLE 15 – 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 16 – 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 17 – EFFECTIVE DATE

The term of this Agreement is June 1, 2024 through April 30, 2025.

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.


ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.


THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby approve and execute this Agreement on the date first written above.

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

By: 
Verdénia C. Baker, County Administrator


CITY OF PALM BEACH GARDENS

By: 
Ronald M. Ferris, City Manager

ATTEST:

By: 
Patricia Snider, CMC, City Clerk

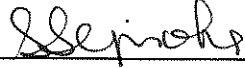
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
County Attorney


**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
County Department Director

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Keith Bryer, Fire Chief,
Municipality Representative