

**AGREEMENT
FOR EMS GRANT FUNDS**

THIS AGREEMENT (“Agreement”) is made as of _____, 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 Delray Beach, FL, 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 (EMS) Program, is authorized by Chapter 401, Part II, Florida Statutes, to dispense EMS Trust Fund moneys throughout the State to improve and expand pre-hospital emergency medical services; and

WHEREAS, DOH annually divides forty-five percent (45%) of the EMS Trust Fund moneys among the counties (“EMS Grant”); and

WHEREAS, pursuant to Section 401.113, Florida Statutes, the COUNTY may distribute the funds that it receives under said program (“EMS Grant Funds”) to EMS organizations within Palm Beach County to improve and expand pre-hospital emergency medical services, as deemed appropriate by the Board of County Commissioners (“Board”); and

WHEREAS, the Board desires to distribute some of the EMS Grant Funds to reimburse licensed municipal EMS providers in Palm Beach County for their purchase of certain EMS equipment, medications, supplies, and/or training; and

WHEREAS, the COUNTY desires to open at least one grant application period each year during which municipal EMS providers can submit grant requests for EMS Grant Funds to reimburse them for their purchase of certain EMS equipment, medications, supplies, and/or training; and

WHEREAS, the MUNICIPALITY desires to participate in this grant program, which is subject to the terms and conditions of the EMS Grant program 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 – CONTRACT MONITORS

The COUNTY’s contract monitor during the term of this Agreement shall be Richard Ellis, Deputy Director, Office of Emergency Management, whose telephone number is 561-712-6549.

The MUNICIPALITY's contract monitor during the term of this Agreement shall be Sean Gibson, Division Chief of Emergency Medical Services, whose telephone number is 561-243-7432.

ARTICLE 3 – REQUEST AND APPROVAL FOR RECEIPT OF EMS GRANT FUNDS

The COUNTY, through its Office of Emergency Management, will open at least one grant application period per year during which municipal EMS providers in Palm Beach County can submit grant requests for EMS Grant Funds to reimburse municipalities for their purchase of certain EMS equipment, medications, supplies, and/or training.

During each application period and grant cycle, if the MUNICIPALITY desires to receive EMS Grant Funds from the COUNTY, the MUNICIPALITY must submit a request for EMS Grant Funds and provide the COUNTY with documentation specifying the EMS equipment, medications, supplies, and/or training that will be procured by the MUNICIPALITY.

The COUNTY's EMS Administrator, through the County Administrator, is hereby authorized to approve or deny such requests in its reasonable discretion, which may take into consideration the amount of EMS Grant Funds available and how the MUNICIPALITY's request will promote the purpose of the EMS Grant program to improve and expand pre-hospital EMS. If the MUNICIPALITY's request for EMS Grant funding is approved, the COUNTY, through its Office of Emergency Management, will document the request and approval, and such documentation shall be deemed to be incorporated by reference into this Agreement. For purposes of this Agreement, "EMS Equipment" shall mean and include any EMS equipment, medications, or supplies approved hereunder for reimbursement from EMS Grant Funds; "EMS Training" shall mean any EMS training approved hereunder for reimbursement from EMS Grant Funds; and "EMS Equipment/Training" shall mean singularly and collectively any EMS Equipment and/or EMS Training approved for reimbursement hereunder.

If the MUNICIPALITY's request for EMS Grant funding is approved, the COUNTY will reimburse the MUNICIPALITY for its purchase of the approved EMS Equipment/Training, subject to the terms and conditions of the EMS Grant program and this Agreement.

The MUNICIPALITY must submit the required purchase documentation for reimbursement as detailed in Article 4. Purchase and receipt of the approved EMS Equipment/Training, and submittal of the required purchase documentation, must be completed within six months of said approval by the COUNTY. The COUNTY's EMS Administrator may extend this deadline based on extenuating circumstances and subject to any requirements of the EMS Grant program. Approved documentation will be processed by the Palm Beach County Finance Department for payment to the MUNICIPALITY.

ARTICLE 4 – RESPONSIBILITIES OF MUNICIPALITY

MUNICIPALITY shall:

- A. Comply with general requirements of the COUNTY, this Agreement, and conditions of the EMS Grant program.

- B. Within six months of the COUNTY's approval of the EMS Equipment/Training, submit to the COUNTY contract monitor, copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that the approved EMS Equipment/Training was purchased, received and completed by the MUNICIPALITY.
- C. Immediately reimburse the EMS Grant Funds to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS Equipment or the duration of the EMS Training; or if the MUNICIPALITY's purchase and receipt of the EMS Equipment and/or completion of the EMS Training is not completed within the time frames set forth herein. The COUNTY's EMS Administrator may extend these deadlines based on extenuating circumstances and subject to any requirements of the EMS Grant program.
- D. For any EMS Training approved for reimbursement hereunder, within six months of the COUNTY's approval of the EMS Training, the MUNICIPALITY shall submit a training report to the COUNTY's Office of Emergency Management documenting that the training has been completed, including a sign in sheet, and the date, title and contact number of the persons that received such training. The COUNTY's EMS Administrator may extend this deadline based on extenuating circumstances and subject to any requirements of the EMS Grant program. It is the responsibility of the MUNICIPALITY to provide the training. The MUNICIPALITY's failure to satisfactorily complete the training in the time frame provided shall constitute a material breach of this Agreement. As such, COUNTY may terminate this Agreement, and/or demand that the MUNICIPALITY promptly reimburse all, or an applicable portion of, the EMS Grant Funds to the COUNTY, which the MUNICIPALITY agrees to do.
- E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment/Training is for an improvement and expansion of pre-hospital emergency medical services within Palm Beach County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment/Training under the terms and conditions of the EMS Grant program 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/Training, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program to the extent necessary for the COUNTY to comply with the EMS Grant program, including but not limited to provisions relating to use of EMS Grant Funds, reports, inspections, audits, procuring, inventorying, insuring and safeguarding equipment.

ARTICLE 5 – LIABILITY AND INDEMNIFICATION

The MUNICIPALITY shall be liable for its own actions and negligence; and to the extent permitted by law, shall indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages relating to or arising out of the EMS Equipment/Training, including but not limited to the MUNICIPALITY's use, care and/or maintenance of, or training relating to, the EMS Equipment, and MUNICIPALITY's acts or omissions relating to or arising from the EMS Training; and/or the MUNICIPALITY's acts or omissions that cause the COUNTY to be in breach or violation of the EMS Grant program. Nothing in this Agreement shall be construed as a waiver of either party's sovereign immunity or consent by either party to be sued by third parties.

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 by the Board for the purposes hereunder and the availability of EMS Grant Funds. The total amount of approved requests for EMS Grant Funds each fiscal year to all municipalities participating in the program shall not exceed the amount of EMS Grant Funds budgeted by the Board for this purpose for said fiscal year. Ongoing costs for the EMS Equipment/Training, including, but not limited to, operation, use, maintenance, replacement and training, 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 a court of competent jurisdiction 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 contract, 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 expiration 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. The 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 R2025-0748, 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the MUNICIPALITY represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the MUNICIPALITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MUNICIPALITY retaliate against any person for reporting instances of such discrimination. The MUNICIPALITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The MUNICIPALITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The MUNICIPALITY shall include this language in its subcontracts.

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 and training during the life of the EMS Equipment and the duration of the EMS Training, as applicable. Proof of such licenses and approvals shall be submitted to the COUNTY's contract monitor 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:

Richard Ellis, Deputy Director
Palm Beach County Office of Emergency Management
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, FL 33401

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

Terrence R. Moore, City Manager
100 NW 1st Avenue
Delray Beach, Florida 33444

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 AND TERMINATION

This Agreement shall commence upon approval by both parties, and shall continue for a term of five (5) years. The parties may mutually agree to renew the Agreement for another term of five (5) years, which must be documented in a written amendment or agreement approved by both parties.

If the COUNTY determines that the MUNICIPALITY has breached any material terms of this Agreement or the EMS Grant program, the COUNTY may terminate this Agreement, and/or demand that the MUNICIPALITY promptly reimburse all, or an applicable portion of, the EMS Grant Funds to the COUNTY, which the MUNICIPALITY agrees to do.

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.

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 22 - REGULATIONS; LICENSING REQUIREMENTS

The MUNICIPALITY shall comply with all laws, ordinances and regulations applicable to the services and/or performance contemplated herein, to include those applicable to conflict of interest and collusion. The MUNICIPALITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the performance of the terms of this Agreement.

ARTICLE 23 – SCRUTINIZED COMPANIES

As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if MUNICIPALITY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by MUNICIPALITY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 24 - COUNTERPARTS

This Agreement, including any exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. MUNICIPALITY shall execute by manual means only, unless the COUNTY provides otherwise.

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: _____
Joseph Abruzzo, County Administrator

CITY OF DELRAY BEACH, FL

By: _____
Thomas F. Carney, Jr., Mayor

APPROVED AS TO TERMS

ATTEST:

By: _____
County Department Director

By: _____
Alexis Givings, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

By: _____
Lynn Gelin, City Attorney