



R 2025 0428

APR 01 2025

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND PALM BEACH COUNTY FOR CO TESTING**

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Palm Beach County, a political subdivision of the State of Florida ("Palm Beach") (each a "Party" and collectively referred to as the "Parties").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Contract Administrator** means: for County, the Chief of Medical Examiner Operations or such other person as designated by such Chief of Medical Examiner Operations in writing; and for Palm Beach, the Manager of Medical Examiner Operations or such other person as designated by the Manager of Medical Examiner Operations in writing.
- 1.3. **Test** or **Testing** means analysis of blood specimen or other suitable hemoglobin-containing fluids ("Specimen") for the determination of the percent carboxyhemoglobin saturation.

ARTICLE 2. SERVICES

- 2.1. Palm Beach will deliver all Specimens for Testing to County at the Office of Medical Examiners and Trauma Services ("OMETS") at 5301 SW 31st Avenue, Fort Lauderdale, Florida, 33312. Specimens must be dropped off Monday through Friday, between the hours of 8 a.m. and 4 p.m., excluding County holidays. Palm Beach must request a drop-off time from County's Contract Administrator prior to delivering any Specimen to ensure timely processing. County cannot guarantee acceptance of any Specimen for which the drop off was not approved by County's Contract Administrator, or designee, prior to the Specimen's arrival. Palm Beach must comply with the requirements of 49 C.F.R. 173.6 for shipping biological products for all Specimens provided for Testing.
- 2.2. Palm Beach must collect all Specimens submitted for Testing in accordance with Florida Medical Examiners Practice Guidelines using sodium heparin or lithium heparin tubes (commonly known as "green top" tubes). All Specimens must be submitted with a chain of custody submission form, which will be provided by County's Contract Administrator upon request.
- 2.3. County, in its sole discretion, will perform Testing on Specimens submitted by Palm Beach. County may reject any Specimen submitted for Testing in the County's Contract Administrator's sole discretion.

2.4. After Testing is complete for a Specimen, County will provide a report of results to Palm Beach by email to PPetrino@pbcgov.org. Palm Beach may change the email address to which report results are sent by providing written notice to County's Contract Administrator by email; the formal requirements in Section 5.7 are not required for such notices.

2.5. Palm Beach will pay County's standard Testing rate for each Test as set forth in Section 37.61 of the Broward County Administrative Code, as amended from time to time. The current rate for each Test as of the Effective Date is \$31.87.

2.6. The report of results will serve as the notification to Palm Beach that it must collect the Specimen referenced in the report within thirty (30) calendar days after the date the report is delivered to Palm Beach at the email address provided in Section 5.7 (the "Collection Period"). Specimen collection must be coordinated with County's Contract Administrator at least twenty-four (24) hours before the Specimen is collected.

2.7. If the Specimen is not collected during the Collection Period, the Specimen may be destroyed by County. Palm Beach will pay to County a disposal fee of fifteen dollars (\$15) for each Specimen not collected during the Collection Period.

2.8. Palm Beach will pay all invoices for Testing or Specimen disposal within forty-five (45) days after receipt of an invoice from County for such services.

2.9. The total amount to be paid by Palm Beach under this Agreement shall not exceed Four Hundred and Fifty Dollars (\$450.00) for the Initial Term, as defined in Section 3.1. If the Agreement is extended pursuant to Section 3.2, the total amount to be paid by Palm Beach shall not exceed One Hundred and Fifty (\$150.00) for each additional one (1) year Extension Term, as defined in Section 3.2.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through three (3) years following the Effective Date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Extension Term(s) as defined in this article are collectively referred to as the "Term."

3.2. Extensions. At the end of the Initial Term, this Agreement will automatically extend for additional one (1) year terms (each an "Extension Term"), up to a maximum total Term of five (5) years, on the same rates, terms, and conditions stated in this Agreement, unless either Party's Contract Administrator sends a written notice of intent to terminate the Agreement on an earlier date in accordance with Section 3.4.

3.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129, and, if applicable, Chapter 212, Florida Statutes.

3.4. Termination. Either Party may terminate this Agreement, with or without cause, by giving written notice to the other Party at least thirty (30) days prior to the effective date of termination.

ARTICLE 4. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law.

ARTICLE 5. MISCELLANEOUS

5.1. No Partnership or Other Benefits. Nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. At no time shall Palm Beach nor its agents act as officers, employees, or agents of County. Palm Beach shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement. At no time shall County nor its agents act as officers, employees, or agents of Palm Beach. County shall not have the right to bind Palm Beach to any obligation not expressly undertaken by County under this Agreement.

5.2. Contract Administrator Authority. Each of the Parties' respective Contract Administrators or designees are authorized to coordinate and communicate with each other to manage and supervise the performance of this Agreement, including the exercise of ministerial authority in connection with the day-to-day management of this Agreement. The Parties acknowledge that each Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Services described in this Agreement.

5.3. Public Records. Each of the Parties is a public entity required to comply with Florida's Public Records Act, and each shall fulfill all required obligations under Chapter 119, Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by either Party in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. To the extent that either Party is acting on behalf of the other Party as stated in Section 119.0701, Florida Statutes, such Party shall:

5.3.1. Keep and maintain public records created or obtained in the performance of its obligations under this Agreement;

5.3.2. Upon request from a Party, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

5.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the other Party; and

5.3.4. Upon expiration of the Term or termination of this Agreement, transfer to the other Party, at no cost, all public records in possession of a Party that pertain to this Agreement or keep and maintain such public records. If a Party transfers the records to the other Party, such other Party shall destroy any duplicate public records that are exempt or confidential and exempt. If a Party keeps and maintains the public records, the other Party shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to the other Party upon request in a format that is compatible with the information technology systems of the Party requesting the records.

If a public records request is directed to either Party, that Party shall be responsible for responding to such public records request. If a Party receiving a public records request seeks records from the other Party to respond to the public records request, the other Party will provide any responsive public records so as to enable the Party that received the public records request to respond as required.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FOLLOWING:

FOR PALM BEACH INQUIRIES TO COUNTY: (954) 412-9002, DANIELLEHILL@BROWARD.ORG, 5301 S.W. 31ST AVENUE, FORT LAUDERDALE, FLORIDA 33312.

FOR COUNTY INQUIRIES TO PALM BEACH: (561) 688-4575, PPETRINO@PBCGOV.ORG, 3126 GUN CLUB ROAD, WEST PALM BEACH, FLORIDA 33406.

5.4. Audit Rights and Retention of Records. Each Party shall have the right to audit the books, records, and accounts of the other Party and all subcontractors that are related to this Agreement. Palm Beach and all subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, each Party and all subcontractors shall make same available in written form at no cost to the other Party. Each Party shall provide the other Party with reasonable access to such Party's facilities and employees to discuss matters pertinent to the performance of this Agreement.

Each Party and all subcontractors shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and the Parties expressly acknowledge and agree to be bound by this article throughout the course of any dispute or litigation between the Parties. Any audit or inspection pursuant to this section may be performed by either Party (including any outside representative engaged by such Party). Each Party hereby grants the other Party the right to conduct such audit or review at the other Party's place of business, if deemed appropriate by the requesting Party, with seventy-two (72) hours' advance notice. A Party shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by the other Party.

5.5. Regulatory Capacity. Notwithstanding the fact that both parties are political subdivisions with certain regulatory authority, each Party's performance under this Agreement is as a Party to this Agreement and not in a regulatory capacity. If either Party exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to such Party's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to this Agreement.

5.6. Third-Party Beneficiaries. Neither Palm Beach nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

5.7. Notices. Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section. However, email addresses may be changed by sending an email to the other Party at the email address listed below with notice of the new email(s) and a delivery receipt.

FOR COUNTY:

Broward County

Attn: OMETS

5301 SW 31st Avenue

Fort Lauderdale, Florida 33312

Email address: rfreiheit@broward.org

FOR PALM BEACH:

Palm Beach County Medical Examiner's Office

Attn: Paul Petrino

3126 Gun Club Rd.

West Palm Beach, Florida 33406

Email address: ppetrino@pbcgov.org

5.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

5.9. Compliance with Laws; Equal Opportunity. The Parties must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements. Each Party agrees that it does not discriminate with regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

5.10. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

5.11. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

5.12. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

5.13. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated

in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

5.14. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

5.15. Polystyrene Food Service Articles. Palm Beach shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

5.16. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Palm Beach.

5.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

5.18. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

5.19. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

5.20. Use of County Name or Logo. Neither Party shall use the other Party's name or logo in marketing or publicity materials.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Palm Beach County, signing by and through its duly authorized representative.

COUNTY

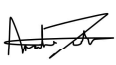
ATTEST:


Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By  Digitally signed by AMANDA M. TOLBERT
Reason: approved as to form
Date: 2025.04.22 15:43:13 -04'00'
Amanda Tolbert (Date)
Assistant County Attorney

By  Digitally signed by Adam Katzman
Date: 2025.04.23 08:44:14 -04'00'
Adam Katzman (Date)
Deputy County Attorney

AMT/jc
CO2 Testing ILA
11/2/2023
#1050983v5

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND PALM BEACH COUNTY FOR CO TESTING

ATTEST:

JOSEPH ABRUZZO
CLERK AND COMPTROLLER

By: 

Deputy Clerk



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PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: 

Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Department Director