

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 18, 2018 [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 the following Interlocal Agreements with City of Riviera Beach and the City of Delray Beach to provide temporary medical staff at disaster shelters located in their municipal boundaries for the duration of the shelters' activation.

Summary: The County operates disaster shelters all across the area. Recent activations have shown the need for emergency medical services (EMS) to be present at all times at all disaster shelter locations. Currently, there are 15 emergency shelters, eight (8) of which are located in the unincorporated areas of the County, while the remaining seven (7) are located within municipal jurisdictions. These Interlocal Agreements will allow the municipal fire departments to staff and assign EMS prior to a disaster to ensure that the shelter has medical staff present at all times. On September 12, 2017, the Board of County Commissioners approved the County Administrator or designee to execute these standard Interlocal Agreements and make minor administrative changes when needed between the County and the various governmental agencies on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office. The County will reimburse governmental agencies for eligible costs and request reimbursement from the Federal Emergency Management Agency. Countywide (LDC)

Background and Justification: The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the ability of any one local government to cope with the disasters with existing resources. The Emergency Management Act, as amended, gives the local government of the State the authority to execute agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments, which render such assistance.

Attachments:

- 1. City of Riviera Beach Interlocal Agreement
- 2. City of Delray Beach Interlocal Agreement

Recommended By: [Signature] 8/20/18
Department Director Date

Approved By: [Signature] 8/29/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* =====	=====	=====	=====	=====

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes ___ No ___
 Does this item include the use of federal funds? Yes X No ___

Budget Account Exp No:
 Rev No:

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

Grant:
 Fund:
 Unit:

*Fiscal impact is undetermined at this time. Expenses incurred by the County would be charged to the account established for the disaster and reimbursement from FEMA would be requested. Typically, FEMA funds 75% of eligible expenses and the State contributes 12.5% leaving the County responsible for the remaining 12.5%.

Departmental Fiscal Review: BAF [Signature] 7/18/18

II. REVIEW COMMENTS

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

[Signature] 8/24/18 [Signature] 8/28/18
 OFMB Contract Administration

B. Legal Sufficiency:

[Signature] 8/29/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE
STAFFING OF EMERGENCY SHELTERS BY EMERGENCY MEDICAL SERVICES
STAFF**

This Interlocal Agreement ("Agreement") is made as of the day of August 8, 2018, (the "Effective Date") by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the "County"), and the City of Riviera Beach a municipal corporation of the State of Florida (herein referred to as the ("City")), each one constituting a public entity as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

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

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the quality of any one local government to cope with the disasters with existing resources; and

WHEREAS, the Emergency Management Act, as amended, gives the local government of the State the authority the make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

WHEREAS, the parties desire to plan for and coordinate activities relating to emergency preparedness, response, recovery, and mitigation, including planning for the medical needs of persons temporarily located at emergency shelters during a declared state of emergency; and

WHEREAS, those municipalities with emergency shelters have agreed to staff the public shelter(s) with Emergency Medical Services (EMS) staff, and advanced life support (ALS) equipment during an emergency in order to provide for medical needs during an emergency, if needed.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the County and the City 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 Mary Blakeney, whose telephone number is (561) 712-6549.

The City representative/contact monitor during the term of the Agreement shall be Tom McCarthy, whose telephone number is (561) 845-4109.

ARTICLE 3- DECLARATION OF STATE OF EMERGENCY

This Agreement is activated upon both an official declaration of emergency by the State of Florida or by Palm Beach County followed by a request of County to City for medical staffing of emergency shelters pursuant to this Agreement.

ARTICLE 4 - SHELTER STAFF REQUIREMENTS

Following a County issued declaration of local state of emergency and upon request of the County, the City shall staff each emergency shelter located within its municipal boundaries with at least one emergency medical technician and one paramedic or two paramedics (collectively the "Emergency Medical Services Staff") during the state of emergency. In addition, the City's EMS staff shall be solely responsible for providing ALS equipment as reasonably required to support the EMS staff function as long as the shelter remains open.

The shelter team at each emergency shelter will establish a clearly designated medical treatment area. The EMS Staff shall be in the performance of all work at the shelter, employees of the City and under the direction and authority of such officials and physicians as customary and required in the day-to-day provision of ALS services within the City's boundaries and subject to the City's management, supervision, control and authority. In no event shall the EMS staff employed by or assigned by the City be considered employees, agents, servants or contractors of the County.

ARTICLE 5 - REIMBURSEMENT OF COSTS

The County shall reimburse the City incurred costs of the EMS staff as mutual aid costs to the extent such are eligible costs in accordance to FEMA's Recovery Policy RP 9523.6 and applicable FEMA guidance. Within thirty (30) days of the declaration of a local state of emergency for which assistance was requested, the City shall submit to the County representative, documentation substantiating the actual costs incurred to the satisfaction of the County's Division of Emergency Managements office, the State Office of Emergency Management and/or FEMA as required for the County to apply for and process the reimbursement request. As applicable, the City may request the County approval to submit its own claim for reimbursement.

ARTICLE 6 - FILING

A copy of this Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County and with the City's Clerk's Office.

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 City.

ARTICLE 8 - LIABILITY/INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence. In no event shall any provision of this Agreement be construed as a waiver of sovereign immunity or a consent to be sued by a third person, by either the City or the County. In no event shall this be intended as a waiver, limitation, abrogation, repeal, or replacement of any common law and/or statutory exemptions, immunities or protections from liability, including but not limited to, those established in Chapter 768, Florida Statutes. This section shall survive expiration or termination of this Agreement.

ARTICLE 9 – ARREARS

The City 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 City further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 10 - ACCESS AND AUDITS

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 City'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 City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 11 – NONDISCRIMINATION

The City warrants and represents that 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 and expression or genetic information. City has

submitted to County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 12- AUTHORITY TO PRACTICE

The City hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services while staffing the public shelter. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 13 – 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 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:

Bill Johnson, Director
20 South Military Trail
West Palm Beach, FL 33415

with copy to:
Palm Beach County Attorney's Office
301 North Olive Ave. – 6th Floor
West Palm Beach, Florida 33405

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

EMS Chief Tom McCarthy
600 W. Blue Heron Blvd
Riviera Beach , FL 33404

with copy to:
City's Attorney's Office
Andrew Degraffenreidt
600 West Blue Heron Blvd.
Riviera Beach, FL
33404

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the City 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 16 - TERM AND EXPIRATION

This Agreement will commence following the execution of this Agreement on the Effective date 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 executed by both parties.

ARTICLE 17- TERMINATION

This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Palm Beach County, Florida, by and through its Board of County Commissioners and the City of Riviera Beach, Florida, a municipal corporation, have made and executed this Agreement on behalf of the County and the City, on the date first above written.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: Verdenia Baker
Verdenia Baker
County Administrator

CITY OF RIVIERA BEACH

By: [Signature]
City Representative

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
City Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
Department Director

ATTEST:

By: _____
City Representative

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A clearly-designated medical treatment area within each shelter shall be established to support EMS operations. EMS staff shall work cooperatively with shelter management to meet the medical needs of shelter residents. The EMS Staff shall be in the performance of all work at the shelter, employees of the City and under the direction and authority of such officials and physicians as customary and required in the day-to-day provision of ALS services within the City’s boundaries and subject to the City’s management, supervision, control and authority. In no event shall the EMS staff employed by or assigned by the City be considered employees, agents, servants or contractors of the County.

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West Palm Beach, Florida 33405

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Steve Moews
501 West Atlantic Avenue
Delray Beach, FL 33444

with copy to:
City's Attorney's Office

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**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: Verdenia Baker
Verdenia Baker
County Administrator

CITY OF DELRAY BEACH

By: [Signature]
City Representative

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

**APPROVED AS TO FORM AND
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**APPROVED AS TO TERMS
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By: [Signature]
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ATTEST:

By: [Signature]
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