

DRAFT - SUBJECT TO CHANGE

Agenda Item #: 3X-5

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 5, 2023

Consent
 Ordinance

Regular
 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 approve: the following First Amendments to Interlocal Agreements with governmental agencies to provide temporary medical staff to disaster shelters located in their municipal boundaries for the duration of the shelter activation for a term of five (5) years through April 11, 2028 and allow for future extensions in five year increments:

1. City of Greenacres;
2. City of Palm Beach Gardens; and
3. City of West Palm Beach.

Summary: The County operates disaster shelters all across Palm Beach County. Emergency activations have shown the need for emergency medical services (EMS) to be present at all times at all disaster shelter locations. Currently, there are fifteen (15) emergency shelters, with seven (7) of them serviced by their respective municipal Fire Rescue Department. Interlocal Agreements with the six (6) municipalities were originally executed in 2018 with an initial term of five (5) years. The original Interlocal Agreements provide that the parties may mutually agree to renew for another term of five (5) years, which must be documented in a written amendment executed by both parties. The First Amendment to Interlocal Agreements will allow the municipal fire rescue departments to staff and assign EMS prior to a disaster to ensure that the shelter has EMS present at all times. The County and the Cities wish to extend the term of the Interlocal Agreement for an additional five (5) years, extending the term to 2028. The remaining three (3) Interlocal Agreements will be brought to the Board at a later date. The County will reimburse government agencies for eligible costs and request reimbursement from the Federal Emergency Management Agency. **Countywide (DB)**

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 quality 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 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.

Attachments:

1. First Amendment for EMS Shelter Staffing – City of Greenacres (3)
2. First Amendment for EMS Shelter Staffing – City of Palm Beach Gardens (3)
3. First Amendment for EMS Shelter Staffing – City of West Palm Beach (3)

Recommended By: _____

Sejmo
Department Director

11/7/23
Date

Approved By: _____

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</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 _____
 Is this item using Federal Funds? Yes X No _____
 Is this item using State Funds? Yes _____ No _____

Budget Account Exp No:
 Rev No:

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

*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: _____ *[Signature]* 10/12/23

II. REVIEW COMMENTS

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

_____ OFMB _____ Contract Administration

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Agreement shall be Mary Blakeney, whose telephone number is (561) 712-6400.

The City representative/contact monitor during the term of the Agreement shall be Chief Mark Jakubek, whose telephone number is (561) 642-2178.

3. Article 5 titled, "REIMBURSEMENT OF COST" is hereby amended as shown below:

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 the Federal Emergency Management Agency (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 Public Safety Department, Division of Emergency Managements office, the State of Florida Division 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.

4. Article 14 titled, "NOTICE" is hereby amended as shown below:

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:

Mary Blakeney, 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:

Chief Mark Jakubek
2995 Jog Road
Greenacres, FL 33467

with copy to:
Christy L. Goddeau, Esquire
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

5. Article 16 titled "TERM AND EXPIRATION" is hereby replaced with the following:

This Agreement expires on April 11, 2028, and may be renewed by the Parties in five (5) year increments, documented in a written amendment executed by both parties.

6. Except as specifically modified herein, the Agreement is ratified and confirmed by the parties and remains in full force and effect.
7. This First Amendment shall be effective as of April 11, 2023.

THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS FOR THE STAFFING OF EMERGENCY SHELTERS BY EMERGENCY MEDICAL SERVICES STAFF

THIS FIRST AMENDMENT is to interlocal agreement R-2018-0684 (“Agreement”), which was executed on May 1, 2018, with an effective date of April 11, 2018, by and between Palm Beach County (“County”) and the City of Palm Beach Gardens (“City”) (collectively, the “Parties”). The Parties wish to amend the Agreement as follows:

WITNESSETH:

WHEREAS, the Parties entered into the Agreement, with an effective date of April 11, 2018, whereby the City agreed to, among other things, staff each emergency shelter located within its municipal boundaries with Emergency Medical Services Staff as defined in the Agreement; and

WHEREAS, in exchange for the City’s commitment to staff emergency shelters with Emergency Medical Services Staff, the County agreed to reimburse the City for costs incurred to the extent such costs were eligible costs in accordance with FEMA’s Recovery Policy RP 9523.6 and applicable FEMA guidance; and

WHEREAS, the Agreement has an initial term of five (5) years from the effective date, with an initial expiration date of April 11, 2023; and

WHEREAS, the Agreement provides that 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; and

WHEREAS, the Parties wish to extend the term of the Agreement for an additional five (5) years, extending the term of the Agreement to April 11, 2028; and

WHEREAS, the Parties wish to allow for future extensions in five (5) year increments, with no cap on the number of extensions; and

WHEREAS, the Parties also wish to clarify notice provisions in the Agreement, as well as to make minor modifications to the cost reimbursement section of the Agreement.

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. Article 2 titled, “REPRESENTATIVE/MONITORING POSITION” is hereby amended as shown below:

The County’s representative/Agreement monitor during the term of this

Agreement shall be Mary Blakeney, whose telephone number is (561) 712-6400.

The City representative/contact monitor during the term of the Agreement shall be Cory Bessette, whose telephone number is (561) 799-4300.

3. Article 5 titled, "REIMBURSEMENT OF COST" is hereby amended as shown below:

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 the Federal Emergency Management Agency (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 Public Safety Department, Division of Emergency Managements office, the State of Florida Division 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.

4. Article 14 titled, "NOTICE" is hereby amended as shown below:

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:

Mary Blakeney, 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:

Assistant Chief of Operations, Cory Bessette
10500 N Military Trail
Palm Beach Gardens, FL 33410

with copy to:
City of Palm Beach Gardens Attorney's Office
10500 N Military Trail
Palm Beach Gardens, FL 33410

5. Article 16 titled "TERM AND EXPIRATION" is hereby replaced with the following:

This Agreement expires on April 11, 2028, and may be renewed by the Parties in five (5) year increments, documented in a written amendment executed by both parties.

6. Except as specifically modified herein, the Agreement is ratified and confirmed by the parties and remains in full force and effect.

7. This First Amendment shall be effective as of April 11, 2023.

THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the County have caused this First Amendment to be executed with an effective date of April 11, 2023, as follows:

**CITY OF PALM BEACH GARDENS,
FLORIDA**

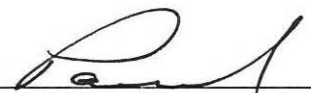
**PALM BEACH COUNTY, a political a COUNTY,
subdivision of the State of Florida,
by and through its Board of County
Commissioners**

By: 
Ronald M. Ferris, City Manager

By: _____
Gregg K. Weiss , Mayor

ATTEST:

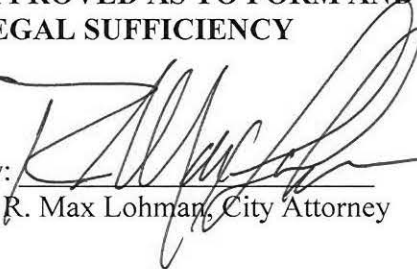
**ATTEST:
Joseph Abruzzo , Clerk & Comptroller**

By: 
Patricia Snider, CMC, City Clerk

By: _____
Clerk & Comptroller

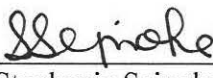
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Stephanie Sejnoha, Director
Department of Public Safety

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH FOR THE STAFFING OF EMERGENCY SHELTERS BY EMERGENCY MEDICAL SERVICES STAFF

WPB NO. 20264.002

THIS FIRST AMENDMENT is to interlocal agreement R-2018-0688 (“Agreement”), which was executed on May 1, 2018, with an effective date of April 11, 2018, by and between Palm Beach County (“County”) and the City of West Palm Beach (“City”) (collectively, the “Parties”). The Parties wish to amend the Agreement as follows:

WITNESSETH:

WHEREAS, the Parties entered into the Agreement, with an effective date of April 11, 2018, whereby the City agreed to, among other things, staff each emergency shelter located within its municipal boundaries with Emergency Medical Services Staff as defined in the Agreement; and

WHEREAS, in exchange for the City’s commitment to staff emergency shelters with Emergency Medical Services Staff, the County agreed to reimburse the City for costs incurred to the extent such costs were eligible costs in accordance with FEMA’s Recovery Policy RP 9523.6 and applicable FEMA guidance; and

WHEREAS, the Agreement has an initial term of five (5) years from the effective date, with an initial expiration date of April 11, 2023; and

WHEREAS, the Agreement provides that 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; and

WHEREAS, the Parties wish to extend the term of the Agreement for an additional five (5) years, extending the term of the Agreement to April 11, 2028; and

WHEREAS, the Parties wish to allow for future extensions in five (5) year increments, with no cap on the number of extensions; and

WHEREAS, the Parties also wish to clarify notice provisions in the Agreement, as well as to make minor modifications to the cost reimbursement section of the Agreement.

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. Article 2 titled, “REPRESENTATIVE/MONITORING POSITION” is hereby amended as shown below:

The County’s representative/Agreement monitor during the term of this

Agreement shall be Mary Blakeney, whose telephone number is (561) 712-6400.

The City representative/contact monitor during the term of the Agreement shall be Diana J. Matty, whose telephone number is (561) 804-4700.

3. Article 5 titled, "REIMBURSEMENT OF COST" is hereby amended as shown below:

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 the Federal Emergency Management Agency (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 Public Safety Department, Division of Emergency Managements office, the State of Florida Division 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.

4. Article 14 titled, "NOTICE" is hereby amended as shown below:

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:

Mary Blakeney, 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:

Diana J. Matty
500 N. Dixie Hwy
West Palm Beach, FL 33401

with copy to:
City of West Palm Beach Attorney's Office
401 Clematis Street
West Palm Beach, FL 33401

5. Article 16 titled “TERM AND EXPIRATION” is hereby replaced with the following:

This Agreement expires on April 11, 2028, and may be renewed by the Parties in five (5) year increments, documented in a written amendment executed by both parties.

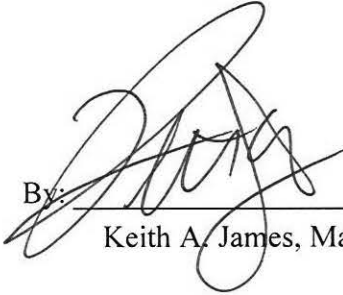
6. Except as specifically modified herein, the Agreement is ratified and confirmed by the parties and remains in full force and effect.

7. This First Amendment shall be effective as of April 11, 2023.

THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the County have caused this First Amendment to be executed with an effective date of April 11, 2023, as follows:

**CITY OF WEST PALM BEACH
FLORIDA**

By: 
Keith A. James, Mayor

**PALM BEACH COUNTY, a political a COUNTY,
subdivision of the State of Florida,
by and through its Board of County
Commissioners**

By: _____
Gregg K. Weiss , Mayor

ATTEST:

Shaquita Edwards, City Clerk

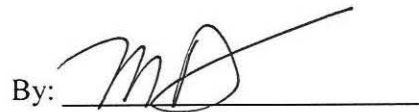
By: 

ATTEST:

Joseph Abruzzo , Clerk & Comptroller

By: _____
Clerk & Comptroller

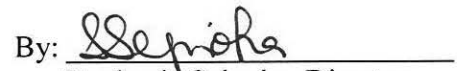
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Melissa P. Anderson,
Sr. Assistant City Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Stephanie Sejnoha, Director
Department of Public Safety