

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 X

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:  12/11/23

II. REVIEW COMMENTS

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

 12/20/23
 9A 12/19 v.3 12/20
 OFMB

 12/29/23
 Contract Administration

B. Legal Sufficiency:

 1/2/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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

THIS AMENDMENT is to interlocal agreement R-2018-1422 (“Agreement”), which was executed on September 18, 2018, with an effective retroactive date of August 8, 2018, by and between Palm Beach County (“County”) and the City of Riviera Beach (“City”) (collectively, the “Parties”). The Parties wish to amend the Agreement as follows:

WITNESSETH:

WHEREAS, the Parties entered into the Agreement, with an retroactive effective date of August 8, 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 August 8, 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 August 8, 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 John M. Curd whose telephone number is (561) 845-4104.

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:

Fire Chief John M. Curd
1920 W. Blue Heron Blvd.
Riviera Beach, FL 33404

with copy to:
City of Riviera Beach Attorney's Office
Dawn Wynn
1481 W. 15th Street
Riviera Beach, FL 33404

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

This Agreement expires on August 8, 2028, and may be renewed by the Parties in five (5) year increments, documented in a written amendment executed by both parties.

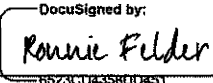
6. Except as specifically modified herein, the Agreement is ratified and confirmed by the parties and remains in full force and effect.
7. This Amendment shall be retroactively effective as of August 8, 2023.

THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the County have caused this Amendment to be executed with an effective date of August 8, 2023, as follows:

CITY OF RIVIERA BEACH

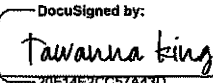
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 
Ronnie L. Felder, Mayor

By: _____
Maria Sachs, Mayor

ATTEST:
Tawanna Smith, City Clerk

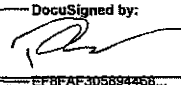
ATTEST:
Joseph Abruzzo , Clerk & Comptroller

By: 
City Clerk

By: _____
Clerk & Comptroller

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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LEGAL SUFFICIENCY**

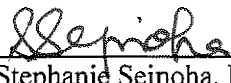
By: 
Dawn Wynn, City Attorney

By: 
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

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CONDITIONS**

By: 
John Curd, Fire Chief
City of Riviera Beach

By: 
Stephanie Sejnoha, Director
Department of Public Safety