Agenda Item #: 3X-4

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: January 23, 2024		[X] 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: First Amendment to Interlocal Agreement with City of Riviera Beach to provide temporary medical staff to the disaster shelter located in their municipal boundary for the duration of the shelter activation for a term of five (5) years through August 8, 2028 and allow for future extensions in five year increments.

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. Three (3) First Amendments to Interlocal Agreements were approved by the Board on December 5, 2023. The remaining two (2) 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. The agreement has expired and is being retroactively amended.

Attachments:

1. First Amendment for EMS Shelter Staffing – City of Riviera Beach (2)

Recommended By:	Slenok	19/18/33	
•	Department Director	Date	
Approved By:	Weld Blum	1/3/24	
	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 Currentle Is this item using Federal Is this item using State Fu	t Budget? Yes Funds? Yes _X unds? Yes	No _ No _ _ No _	X		
Budget Account Exp No: Rev No:					
B. Recommended Source *Fiscal impact is undetermicharged to the account estable requested. Typically, FE 12.5% leaving the County recommendation of the county re	ned at this time. Exp ablished for the disast EMA funds 75% of eli- esponsible for the re	penses incuer and reim gible expen	arred by the 0 bursement fr ses and the 9	om FÉMA w	ould
II. REVIEW COMME	ENTS				
A. OFMB Fiscal and/or C ABULL 12/2 OFMB B. Legal Sufficiency: Assistant County A C. Other Department Rev	1/2/14 Attorney	Sterne	,	istration	7/23
Department Direct This summary is not to be		or 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:

BOARD OF COUNTY COMMISSIONERS			
By: Maria Sachs, Mayor			
ATTEST: Joseph Abruzzo, Clerk & Comptroller			
By:Clerk & Comptroller			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY			
By: Assistant County Attorney			
APPROVED AS TO TERMS AND CONDITIONS			
By: Lephanie Sejnoha, Director Department of Public Safety			