

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</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 X No _____

Budget Account Exp No:
 Rev No:


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

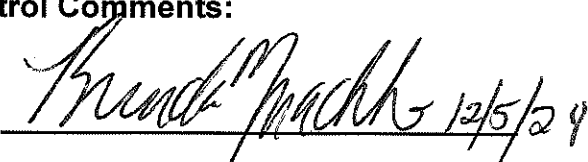
*Fiscal impact is undetermined at this time. Expenses incurred by the County would be charged to the account established for the disaster and reimbursement from FEMA would be requested. Typically, FEMA funds 75% of eligible expenses and the State contributes 12.5% leaving the County responsible for the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

Departmental Fiscal Review: 


II. REVIEW COMMENTS

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

 12/4/2024
 OFMB
 VS 12/4

 12/5/24
 Contract Administration
 26/12.5.24

B. Legal Sufficiency:

 12/10/24
 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 CITY
OF BOYNTON BEACH FOR THE STAFFING OF EMERGENCY SHELTERS BY
EMERGENCY MEDICAL SERVICES STAFF**

This Interlocal Agreement (“Agreement”) is made as of January 7th, 2025, (the “Effective Date”) by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (the “County”), and the City of Boynton Beach, a municipal corporation of the State of Florida (the “City”), collectively the “Parties.”

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 ability of any one local government to cope with the disasters with existing resources; and

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

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, the City has agreed to staff certain 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; and

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

WHEREAS, this Agreement has an initial term of five (5) years from the Effective Date; and

WHEREAS, this 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 with no cap on the number of extensions; and

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 Armen Gregorian, whose telephone number is (561) 712-6483.

The City representative/contact monitor during the term of the Agreement shall be EMS Chief Jarvis Prince, whose telephone number is (561) 742-6337.

ARTICLE 3- DECLARATION OF STATE OF EMERGENCY

The services in this Agreement shall commence automatically upon a declaration of emergency by the State of Florida and/or Palm Beach County (“Declaration of Emergency”) 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 Declaration 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 the Federal Emergency Management Agency (FEMA)’s Recovery Policy RP 9523.6 and applicable FEMA guidance. Within thirty (30) days of the Declaration 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.

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 and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the acts or omissions of City. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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; OFFICE OF THE INSPECTOR GENERAL

The City shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. 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 County is committed to assuring equal opportunity in the award of contract and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the City represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the City shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the City retaliate against any person for reporting instances of such discrimination. The City shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The City understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. City shall include this language in its subcontracts.

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:

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:

EMS Chief Jarvis Prince
2080 High Ridge Road
Boynton Beach, FL 33426

with copy to:
City's Attorney's Office
100 E. Ocean Avenue
Boynton Beach, Florida 33435

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

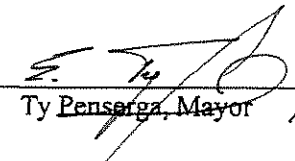
This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party.

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 Boynton 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.

**CITY OF BOYNTON BEACH,
FLORIDA**

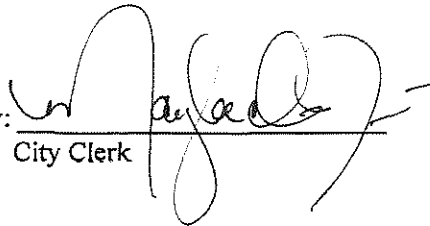
**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 
Ty Penserga, Mayor 10/1/2024

By: _____
Maria G. Marino, Mayor

ATTEST:

ATTEST:
Joseph Abruzzo, Clerk & Comptroller

By: 
City Clerk

By: _____
Clerk & Comptroller

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


By: 
City Attorney

By: 
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Hugh Brudet,
Director of Fire and Emergency Medical
Services/Fire Chief

By: 
Stephanie Sejnoha, Director
Department of Public Safety



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RESOLUTION NO. R24-226

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE STAFFING OF EMERGENCY SHELTERS BY EMERGENCY MEDICAL SERVICES STAFF; AND FOR ALL OTHER PURPOSES.

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 that 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 ability of any one local government to cope with the disasters with existing resources; and

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

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, the City has agreed to staff certain 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; and

WHEREAS, in exchange for the City's commitment to staff emergency shelters with Emergency Medical Services Staff, the County agrees to reimburse the City for costs incurred to

33 the extent such costs are eligible costs in accordance with FEMA's Recovery Policy RP 9523.6 and
34 applicable FEMA guidance; and

35 **WHEREAS**, this Agreement has an initial term of five (5) years from the Effective Date; and

36 **WHEREAS**, this Agreement provides that the parties may mutually agree to renew the
37 Agreement for another term of five (5) years, which must be documented in a written amendment
38 executed by both parties with no cap on the number of extensions; and

39 **WHEREAS**, the City Commission, upon the recommendation of staff, has deemed it in the
40 best interests of the city's citizens and residents to approve an Interlocal Agreement with Palm
41 Beach County for the Staffing of Emergency Shelters by Emergency Medical Services Staff.

42

43 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON**
44 **BEACH, FLORIDA, THAT:**

45 **SECTION 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
46 being true and correct and are hereby made a specific part of this Resolution upon adoption.

47 **SECTION 2.** The City Commission of the City of Boynton Beach, Florida, does hereby
48 approve an Interlocal Agreement between Palm Beach County and the City for the Staffing of
49 Emergency Shelters by Emergency Medical Services Staff (the "Agreement"), in form and
50 substance similar to that attached as "**Exhibit A.**"

51 **SECTION 3.** The City Commission of the City of Boynton Beach, Florida, hereby
52 authorizes the Mayor to execute the Interlocal Agreement. The Mayor is further authorized to
53 execute any ancillary documents required under the Agreement or necessary to accomplish the
54 purposes of the Agreement, and this Resolution, including any term extensions as provided in the
55 Agreement, provided such documents do not modify the financial terms/material terms.

56 **SECTION 4.** The Mayor-executed Interlocal Agreement shall be provided to Kori
57 Grant/Melissa Roberts in the Fire Department to provide to Palm Beach County for execution.

58 **SECTION 5.** Upon full execution of the Interlocal Agreement, the Interlocal Agreement
59 shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by
60 Section 163.01(11), Florida Statutes, for interlocal agreements.

61 **SECTION 6.** This Resolution shall take effect in accordance with law.

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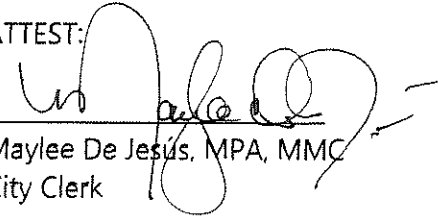
PASSED AND ADOPTED this 1st day of October 2024.

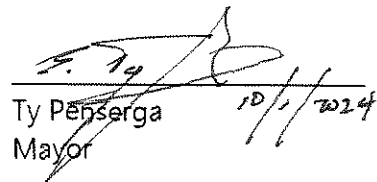
CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Mayor – Aimee Kelley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner – Angela Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner – Woodrow L. Hay	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner – Thomas Turkin	<input checked="" type="checkbox"/>	<input type="checkbox"/>

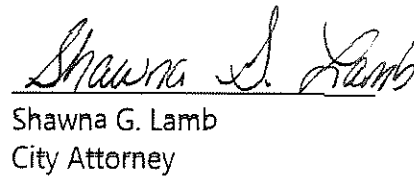
VOTE 5-0

ATTEST:


 Maylee De Jesus, MPA, MMC
 City Clerk


 Ty Penserga
 Mayor

APPROVED AS TO FORM:


 Shawna G. Lamb
 City Attorney

(Corporate Seal)

