



Mayor Alan Fiers
Vice Mayor Scott McCranel

Commissioner Tracy Larcher
Commissioner Brian Tyler
Commissioner Mark Ward

Town Attorney Keith Davis
Town Accountant Darlene Hopper
Town Clerk Jude M. Goudreau

PLEASE NOTE:

THIS MEETING IS ALSO CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY

Join information.

Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m74165bc7b1d064db6112ba6bc530626c> Meeting Number: 2632 624 7493 Password: 0719
Join by phone +1-408-418-9388 United States Toll Access code: 2632 624 7493

SPECIAL COMMISSION BUDGET WORKSHOP

AGENDA

1) Call to Order

- a) Pledge of Allegiance
- b) Roll Call

2) Discussion Items:

- EMS Contract –Review 3 options
 - Option 1
 - Option 2
 - Option 3
 - Option 3 Revised
- FY2024 Budget –Summary Review
- FY2024 Budget- Insurance Rates

3) Public Comments: 3 minutes per person, per topic, state your name for the record.

4) Adjournment:

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.

Option 1

**INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL AND
SUPPLEMENTAL FIRE SERVICES**

This Agreement is entered into this ____ day of _____, 2023, by and between the City of Riviera Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Riviera Beach" and the Town of Palm Beach Shores, Florida, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Palm Beach Shores."

WITNESSETH:

Whereas, section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

Whereas, the City of Riviera Beach and the Town of Palm Beach Shores initially entered into an Interlocal Agreement on January 19, 2005, for the provisions of Emergency Medical and Supplemental Fire Protection Services, which expired on February 28, 2010; and

Whereas, the Agreement was renewed through 2015 by mutual consent of the parties; and

Whereas, the parties extended the Agreement for an additional 60 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2015; and

Whereas, the parties further extended the Agreement for an additional 30 days to allow for continued negotiations for a long-term agreement without an interruption of services through May 31, 2015; and

Whereas, the parties further extended the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through September 30, 2015; and

Whereas, the parties further extended the Agreement for an additional fifteen (15) months through December 31, 2016; and

Whereas, the Agreement was renewed through 2022 by mutual consent of the parties;
and

Whereas, the parties extended the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2023; and

Whereas, the parties further extended the Agreement for an additional 60 days to allow for continued negotiations for a long-term agreement without an interruption of services through June 30, 2023; and

Whereas, the City of Riviera Beach is willing and able to continue providing these needed services to Palm Beach Shores for a reasonable fee; and

Whereas, Palm Beach Shores desires to renew the agreement for the provision of these services for an additional period of six (6) years, under the terms and conditions set forth herein beginning on July 1, 2023, through June 30, 2029.

Now, Therefore, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:

1. Recitals: The above recitals are true and correct.
2. Services to be Provided: Riviera Beach shall furnish EMS, ALS, and BLS transport services to Palm Beach Shores twenty-four (24) hours per day through the utilization of Riviera Beach personnel and vehicles which are fully equipped with all required equipment under the laws of the State of Florida. Riviera Beach shall maintain all necessary certificates required by Palm Beach County and the State of Florida at all times during the term of this Agreement. Both parties to this Agreement understand and acknowledge that Riviera Beach currently holds all certifications, including the Certificate of Public Convenience and Necessity ("COPCN") necessary to provide the services set forth herein for Riviera Beach and Palm Beach Shores. However, should Palm Beach County refuse to extend or revoke Riviera Beach's COPCN, Riviera Beach shall provide Palm Beach Shores notice of such refusal to extend or revocation within 48 hours of receipt of such notice by Riviera Beach and

this Agreement shall be rendered null and void due to the impossibility of performance on the part of Riviera Beach. Thereafter, each party will be relieved of all obligations hereunder.

3. Definition: For the purposes of this Agreement, EMS and Emergency Transport Services (ALS and BLS) shall be defined as follows:

EMS: Any emergency medical treatment provided by certified paramedics and/or EMT's whether or not body invasion and/or any life support equipment is utilized.

Emergency Transport Services: The transport of a treated patient by Riviera Beach Fire Rescue resources to a medical facility.

4. EMS, ALS, and BLS services: Riviera Beach will be responsible for responding to all calls for EMS, ALS, and BLS transport services within the corporate limits of Palm Beach Shores. Each response will consist of a minimum staffing of one (1) emergency medical technician (EMT) and one (1) paramedic. All services noted above are included in the fees as stated hereinafter in the Agreement and will not carry an additional fee structure.

5. Fire services: Riviera Beach shall supplement the fire service of Palm Beach Shores twenty-four (24) hours per day through the utilization of Riviera Beach personnel and vehicles, which are fully equipped with all required equipment under the laws of the State of Florida.

6. Fire-related assistance requests: Riviera Beach will be responsible for responding to all calls for fire-related assistance upon request by Palm Beach Shores when notified in the manner set forth in Section 10. For purposes of this Agreement, fire-related assistance may include responses for fire suppression, extrication involving vehicle accidents, hazardous condition response, overpressure ruptures, explosions, overheating incidents, fire alarms, and bomb

scars. Fire-related assistance will be given so long as the rendering of assistance will not place the City of Riviera Beach in undue jeopardy. The determination of whether a party will be placed in undue jeopardy shall be vested solely in Riviera Beach. Riviera Beach may also refuse to respond to a request for aid/assistance in the event it does not have the required equipment available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction.

7. Fire training: In addition, Riviera Beach will work with Palm Beach Shores' Fire Departments with regard to Fire training.
8. Specific services excluded: Any other services, including hazardous materials mitigation and non-emergency services such as code enforcement, fire safety education, plans review, and fire investigation, are expressly excluded from the scope of this Agreement.
9. Operating procedures: Representatives of the parties shall jointly establish appropriate operating procedures to be utilized by the parties to implement this Agreement. Riviera Beach and Palm Beach Shores agree that once the responding Riviera Beach unit(s) reach Palm Beach Shores' emergency site, the on-scene officers shall adopt a unified command structure. Notwithstanding the foregoing, each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. No officer employed by either party shall be obligated to obey any order from the other which such officer reasonably believes to be in violation of any law, policy, or procedure; or any order which said officer believes will result in the likelihood or unreasonable risk of death, bodily injury or in a loss or damage to the party's equipment.

10. Procedures for requests for assistance:

PALM BEACH COUNTY

A. Any request for EMS assistance made by Palm Beach Shores'
FIRE RESCUE DISPATCH CENTER communications center to Riviera Beach's communications center or the agent providing communication services shall be deemed to be an official request for assistance under this Agreement.

B. The person requesting assistance shall provide the following information at the time the request is made:

- name of requesting officer and agency;
- the general nature, type, and location of the emergency;
- the type and quantity of equipment and/or personnel needed; and
- street routing information, when needed.

The initial request for assistance shall be transmitted by landline (telephone) to the appropriate communications center of Riviera Beach on the following telephone lines:

• Palm Beach Shores Communications Center
Riviera Beach Communications Center

(561) 844-3456

(561) 845-4123

If the above numbers change, either party will notify the other party immediately.

11. No services beyond assigned duties: No employee of either party to this Agreement shall perform, or be requested to perform, any function or service which is outside the scope of duties assigned to the employee by his or her employer.

12. EMS emergency transport fees: Palm Beach Shores agrees to pay Riviera Beach Seven Hundred Fifty Thousand dollars (\$750,000) in quarterly installments for EMS Emergency Transport Services commencing July 1, 2023. Quarterly payments shall be paid in full due on or before July 1, October 1, January 1, and April 1 of each contract year. The fees will be increased annually on July 1 to reflect the lower of the Annual Consumer Price Index For All Urban Consumers (CPI-U) for the previous calendar year, or 5%. Except for the first payment, an invoice for EMS Emergency Transport fees shall be submitted to

Palm Beach Shores approximately thirty (30) days before the due date of each payment. All fees for EMS Emergency Transport shall be at Palm Beach Shores prevailing rate and shall be charged directly to the patient utilizing the service, and shall be billed, collected, and retained in full by Riviera Beach as compensation for rendering such services.

This section, and the terms contained within, shall become effective retroactively to July 1, 2023 only upon the adoption by Palm Beach Shores of a resolution establishing EMS Emergency Transport Service fees to be imposed within the corporate boundaries of Palm Beach Shores. The EMS and Emergency Transport Service fees adopted by Palm Beach Shores shall be equal to the prevailing cost per call for Riviera Beach, \$2,871. If Palm Beach Shores fails to adopt the required fee resolution, Riviera Beach will invoice Palm Beach Shores \$2,871 for every call related to EMS and Emergency Transport Services.

13. Fire-related fees: After the third fire-related response in a calendar year, Palm Beach Shores agrees to pay Riviera Beach a fee for service using the following rate structure. These fees will increase by five percent (5%) effective July 1, 2023. Billing will occur annually.

Engine	\$1,000 for the first hour or a fraction thereof;
Aerial/Ladder	\$1,275 for the first hour or a fraction thereof;
Rescue	\$825 for the first hour or a fraction thereof; and
Command	\$600

for the first hour or a fraction thereof.

Any responses lasting in excess of 1 (one) hour in duration or any fraction thereof shall be billed on the schedule set forth below:

Engine	\$2,100 per hour or a fraction thereof after the first hour;
Aerial/Ladder	\$2,400 per hour or a fraction thereof after the first hour;
Rescue	\$1,675 per hour or a fraction thereof after the first hour; and
Command	\$1,200 per hour or a fraction thereof after the first hour

In cases where fire-related assistance is requested by Palm Beach Shores and Riviera Beach's dispatch protocol dispatches units other than those requested, and upon arrival, Riviera Beach determines that specific units can be immediately made available, no charge shall be made for those units.

In the event of a catastrophic incident or emergency where Riviera Beach is required to utilize non-reusable supplies, Riviera Beach may require reimbursement of replacement costs from Palm Beach Shores.

14. Level of service: Riviera Beach shall at all times conduct the Fire, EMS, ALS, and BLS transport services in a proper and efficient manner and shall keep all vehicles and equipment properly serviced and maintained in a good state of repair and shall at all times meet the criteria set forth in applicable state and local statutes.
15. Quarterly report: A log of all calls for service within Palm Beach Shores shall be maintained and presented quarterly to the Town Administrator. The log shall contain, at a minimum, the following:
 - a. Time call received by Fire-Rescue
 - b. Time of dispatch
 - c. Identification of all units dispatched
 - d. Classification of call
 - e. Time en route
 - f. Travel time
 - g. Time of arrival.
16. Term: It is understood by both parties that this Agreement is for the term of six (6) years, commencing on July 1, 2023, and continuing thereafter through June 1, 2029, unless this Agreement is otherwise modified or terminated in accordance with the terms and conditions more particularly set forth in section 17 below.

17. Termination: It is understood by both parties that due to employment and budgetary considerations, this Agreement shall not be terminated unless Palm Beach Shores fails to make payment as required hereunder within sixty (60) days from the date of invoice. The Agreement may also be terminated by Palm Beach Shores if Riviera Beach breaches the Agreement and fails to cure the breach within sixty (60) days of written notice of the breach from Palm Beach Shores. In that event, the Agreement may be immediately terminated thereafter. Written notice as stated herein shall be considered sufficient when a written statement of intention to terminate is sent by certified mail or hand delivery to the parties. Palm Beach Shores may terminate this agreement without cause upon 90 days notice.
18. Notices: All notices required in this Agreement shall be sent to the parties at the following addresses:

Riviera Beach	Palm Beach Shores
City Manager City of Riviera Beach 1481 W. 15 th Street Riviera Beach, Florida 33404	Town Manager <i>ADMINISTRATOR</i> Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404

19. No transfer: This Agreement shall not be assigned or transferred by either party.
20. Governmental powers: Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, *Florida Statutes*. Riviera Beach's and Palm Beach Shore's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agency when

performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.

21. Governing law: This Agreement and any dispute, disagreement, or issue of construction, declaration, or interpretation arising hereunder, whether relating to its execution, its validity, the obligations provided herein, performance, or the breach, shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
22. Remedies: 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 or 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.
23. Indemnification: To the extent permitted by law, Riviera Beach shall indemnify and hold Palm Beach Shores harmless for any liability or causes

of action for damages that may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Agreement. Likewise, to the extent permitted by law, Palm Beach Shores shall indemnify and hold Riviera Beach harmless for any liability or causes of action for damages that may arise from the negligent acts or omissions of Palm Beach Shores' employees in the performance of this Agreement. Nothing in this provision shall be construed as consent by Riviera Beach or by Palm Beach Shores to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, *Florida Statutes*.

24. Joint preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
25. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from, and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
26. No wavier due to delay: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
27. Entire understanding: This Agreement constitutes the entire understanding of the parties with respect to the provision of EMS transport services. It may not be modified, nor any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

28. Filing with the Clerk of the Court: This Agreement shall be signed in triplicate by both parties and filed for record by the Town of Palm Beach Shores, with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Section 163.01, *Florida Statutes*.

29. Counterparts: This Agreement may be signed in counterparts.

In Witness whereof, the parties have hereto set their hands and seals this _____ day of _____, 2023.

Attest:

City of Riviera Beach

Tawanna Smith
Certified Municipal Clerk
City Clerk

Ronnie L. Felder
Mayor

(City Seal)

Review As to Legal Sufficiency

APPROVED AS TO TERMS AND
CONDITIONS

Dawn Wynn
City Attorney

John M. Curd
Fire Chief

Date: _____

In witness Whereof, the parties have hereto set their hands and seals this _____
day of _____, 2023.

Attest:

Town of Palm Beach Shores

Jude Goudreau
Town Clerk

Alan Fiers
Mayor

(Town Seal)

Approved As To Form And
Legal Sufficiency

Keith Davis
Town Attorney

Date: _____

Option 2

**INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL AND
SUPPLEMENTAL FIRE SERVICES**

This Agreement is entered into this ____ day of _____, 2023, by and between the City of Riviera Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Riviera Beach" and the Town of Palm Beach Shores, Florida, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Palm Beach Shores."

WITNESSETH:

Whereas, section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

Whereas, the City of Riviera Beach and the Town of Palm Beach Shores initially entered into an Interlocal Agreement on January 19, 2005, for the provisions of Emergency Medical and Supplemental Fire Protection Services, which expired on February 28, 2010; and

Whereas, the Agreement was renewed through 2015 by mutual consent of the parties; and

Whereas, the parties extended the Agreement for an additional 60 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2015; and

Whereas, the parties further extended the Agreement for an additional 30 days to allow for continued negotiations for a long-term agreement without an interruption of services through May 31, 2015; and

Whereas, the parties further extended the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through September 30, 2015; and

Whereas, the parties further extended the Agreement for an additional fifteen (15) months through December 31, 2016; and

Whereas, the Agreement was renewed through 2022 by mutual consent of the parties; and

Whereas, the parties extended the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2023; and

Whereas, the parties further extended the Agreement for an additional 60 days to allow for continued negotiations for a long-term agreement without an interruption of services through June 30, 2023; and

Whereas, the City of Riviera Beach is willing and able to continue providing these needed services to Palm Beach Shores for a reasonable fee; and

Whereas, Palm Beach Shores desires to renew the agreement for the provision of these services for an additional period of six (6) years, under the terms and conditions set forth herein beginning on July 1, 2023, through June 30, 2029.

Now, Therefore, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:

1. Recitals: The above recitals are true and correct.
2. Services to be Provided: Riviera Beach shall furnish EMS, ALS, and BLS transport services to Palm Beach Shores twenty-four (24) hours per day through the utilization of Riviera Beach personnel and vehicles which are fully equipped with all required equipment under the laws of the State of Florida. Riviera Beach shall maintain all necessary certificates required by Palm Beach County and the State of Florida at all times during the term of this Agreement. Both parties to this Agreement understand and acknowledge that Riviera Beach currently holds all certifications, including the Certificate of Public Convenience and Necessity ("COPCN") necessary to provide the services set forth herein for Riviera Beach and Palm Beach Shores. However, should Palm Beach County refuse to extend or revoke Riviera Beach's COPCN, Riviera Beach shall provide Palm Beach Shores notice of such refusal to extend or revocation within 48 hours of receipt of such notice by Riviera Beach and this Agreement shall be rendered null and void due to the impossibility of performance on the part of Riviera Beach. Thereafter, each party will be

relieved of all obligations hereunder.

3. Definition: For the purposes of this Agreement, EMS and Emergency Transport Services (ALS and BLS) shall be defined as follows:

EMS: Any emergency medical treatment provided by certified paramedics and/or EMT's whether or not body invasion and/or any life support equipment is utilized.

Emergency Transport Services: The transport of a treated patient by Riviera Beach Fire Rescue resources to a medical facility.

4. EMS, ALS, and BLS services: Riviera Beach will be responsible for responding to all calls for EMS, ALS, and BLS transport services within the corporate limits of Palm Beach Shores. Each response will consist of a minimum staffing of one (1) emergency medical technician (EMT) and one (1) paramedic. All services noted above are included in the fees as stated hereinafter in the Agreement and will not carry an additional fee structure.
5. Fire services: Riviera Beach shall supplement the fire service of Palm Beach Shores twenty-four (24) hours per day through the utilization of Riviera Beach personnel and vehicles, which are fully equipped with all required equipment under the laws of the State of Florida.
6. Fire-related assistance requests: Riviera Beach will be responsible for responding to all calls for fire-related assistance upon request by Palm Beach Shores when notified in the manner set forth in Section 10. For purposes of this Agreement, fire-related assistance may include responses for fire suppression, extrication involving vehicle accidents, hazardous condition response, overpressure ruptures, explosions, overheating incidents, fire alarms, and bomb scares. Fire-related assistance will be given so long as the rendering of assistance will not place the City of Riviera Beach in undue jeopardy. The determination of whether a party

will be placed in undue jeopardy shall be vested solely in Riviera Beach. Riviera Beach may also refuse to respond to a request for aid/assistance in the event it does not have the required equipment available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction.

7. Fire training: In addition, Riviera Beach will work with Palm Beach Shores' Fire Departments with regard to Fire training.
8. Specific services excluded: Any other services, including hazardous materials mitigation and non-emergency services such as code enforcement, fire safety education, plans review, and fire investigation, are expressly excluded from the scope of this Agreement.
9. Operating procedures: Representatives of the parties shall jointly establish appropriate operating procedures to be utilized by the parties to implement this Agreement. Riviera Beach and Palm Beach Shores agree that once the responding Riviera Beach unit(s) reach Palm Beach Shores' emergency site, the on-scene officers shall adopt a unified command structure. Notwithstanding the foregoing, each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. No officer employed by either party shall be obligated to obey any order from the other which such officer reasonably believes to be in violation of any law, policy, or procedure; or any order which said officer believes will result in the likelihood or unreasonable risk of death, bodily injury or in a loss or damage to the party's equipment.
10. Procedures for requests for assistance:
 - A. Any request for EMS assistance made by Palm Beach Shores' communications center to Riviera Beach's communications center or the agent providing communication services shall be deemed to be an official

request for assistance under this Agreement.

B. The person requesting assistance shall provide the following information at the time the request is made:

- name of requesting officer and agency;
- the general nature, type, and location of the emergency;
- the type and quantity of equipment and/or personnel needed; and
- street routing information, when needed.

The initial request for assistance shall be transmitted by landline (telephone) to the appropriate communications center of Riviera Beach on the following telephone lines:

Palm Beach Shores Communications Center	(561) 844-3456
Riviera Beach Communications Center	(561) 845-4123

If the above numbers change, either party will notify the other party immediately.

11. No services beyond assigned duties: No employee of either party to this Agreement shall perform, or be requested to perform, any function or service which is outside the scope of duties assigned to the employee by his or her employer.
12. EMS emergency transport fees: Palm Beach Shores agrees to pay Riviera Beach Eight Hundred Fifty Thousand dollars (\$850,000) in quarterly installments for EMS Emergency Transport Services commencing July 1, 2023. Quarterly payments shall be paid in full due on or before July 1, October 1, January 1, and April 1 of each contract year. The fees will be increased annually on July 1 to reflect the lower of the Annual Consumer Price Index For All Urban Consumers (CPI-U) for the previous calendar year, or 5%. Except for the first payment, an invoice for EMS Emergency Transport fees shall be submitted to Palm Beach Shores approximately thirty (30) days before the due date of each payment. All fees for EMS Emergency Transport shall be at Palm Beach Shores prevailing rate and shall be charged directly to the patient utilizing the service, and shall be billed, collected, and retained in full by Riviera Beach as compensation for rendering such services.

This section, and the terms contained within, shall become effective retroactively to July 1, 2023 only upon the adoption by Palm Beach Shores of a resolution establishing EMS Emergency Transport Service fees to be imposed within the corporate boundaries of Palm Beach Shores. The EMS and Emergency Transport Service fees adopted by Palm Beach Shores shall be:

<u>Service</u>	<u>Fee</u>
<u>BLS</u>	<u>\$750.00</u>
<u>ALS1</u>	<u>\$800.00</u>
<u>ALS2</u>	<u>\$1,000.00</u>
<u>Mileage</u>	<u>\$14.00/Mile</u>
<u>Immobilization</u>	<u>\$50.00</u>

If Palm Beach Shores fails to adopt the required fee resolution, Riviera Beach will invoice Palm Beach Shores \$2,871 for every call related to EMS and Emergency Transport Services.

13. Fire-related fees: After the third fire-related response in a calendar year, Palm Beach Shores agrees to pay Riviera Beach a fee for service using the following rate structure. These fees will increase by five percent (5%) effective July 1, 2023. Billing will occur annually.

Engine \$1,000 for the first hour or a fraction thereof;
Aerial/Ladder \$1,275 for the first hour or a fraction thereof;
Rescue \$825 for the first hour or a fraction thereof; and
Command \$600

for the first hour or a fraction thereof.

Any responses lasting in excess of 1 (one) hour in duration or any fraction thereof shall be billed on the schedule set forth below:

Engine \$2,100 per hour or a fraction thereof after the first hour;
Aerial/Ladder \$2,400 per hour or a fraction thereof after the first hour;

Rescue \$1,675 per hour or a fraction thereof after the first hour; and
Command \$1,200 per hour or a fraction thereof after the first hour

In cases where fire-related assistance is requested by Palm Beach Shores and Riviera Beach's dispatch protocol dispatches units other than those requested, and upon arrival, Riviera Beach determines that specific units can be immediately made available, no charge shall be made for those units.

In the event of a catastrophic incident or emergency where Riviera Beach is required to utilize non-reusable supplies, Riviera Beach may require reimbursement of replacement costs from Palm Beach Shores.

14. Level of service: Riviera Beach shall at all times conduct the Fire, EMS, ALS, and BLS transport services in a proper and efficient manner and shall keep all vehicles and equipment properly serviced and maintained in a good state of repair and shall at all times meet the criteria set forth in applicable state and local statutes.
15. Quarterly report: A log of all calls for service within Palm Beach Shores shall be maintained and presented quarterly to the Town Administrator. The log shall contain, at a minimum, the following:
 - a. Time call received by Fire-Rescue
 - b. Time of dispatch
 - c. Identification of all units dispatched
 - d. Classification of call
 - e. Time en route
 - f. Travel time
 - g. Time of arrival.
16. Term: It is understood by both parties that this Agreement is for the term of six (6) years, commencing on July 1, 2023, and continuing thereafter through June 1, 2029, unless this Agreement is otherwise modified or terminated in accordance with the terms and conditions more particularly set forth in section 17 below.

17. Termination: It is understood by both parties that due to employment and budgetary considerations, this Agreement shall not be terminated unless Palm Beach Shores fails to make payment as required hereunder within sixty (60) days from the date of invoice. The Agreement may also be terminated by Palm Beach Shores if Riviera Beach breaches the Agreement and fails to cure the breach within sixty (60) days of written notice of the breach from Palm Beach Shores. In that event, the Agreement may be immediately terminated thereafter. Written notice as stated herein shall be considered sufficient when a written statement of intention to terminate is sent by certified mail or hand delivery to the parties. Palm Beach Shores may terminate this agreement without cause upon 90 day notice.
18. Notices: All notices required in this Agreement shall be sent to the parties at the following addresses:

RIVIERA BEACH	PALM BEACH SHORES
City Manager City of Riviera Beach 1481 W. 15 th Street Riviera Beach, Florida 33404	Town Manager <i>Ami Stinson</i> Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404

19. No transfer: This Agreement shall not be assigned or transferred by either party.
20. Governmental powers: Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, *Florida Statutes*. Riviera Beach's and Palm Beach Shore's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents,

or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.

21. Governing law: This Agreement and any dispute, disagreement, or issue of construction, declaration, or interpretation arising hereunder, whether relating to its execution, its validity, the obligations provided herein, performance, or the breach, shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
22. Remedies: 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 or 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.
23. Indemnification: To the extent permitted by law, Riviera Beach shall indemnify and hold Palm Beach Shores harmless for any liability or causes of action for damages that may arise from the negligent acts or omissions

of Riviera Beach's employees in the performance of this Agreement. Likewise, to the extent permitted by law, Palm Beach Shores shall indemnify and hold Riviera Beach harmless for any liability or causes of action for damages that may arise from the negligent acts or omissions of Palm Beach Shores' employees in the performance of this Agreement. Nothing in this provision shall be construed as consent by Riviera Beach or by Palm Beach Shores to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, *Florida Statutes*.

24. Joint preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
25. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from, and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
26. No wavier due to delay: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
27. Entire understanding: This Agreement constitutes the entire understanding of the parties with respect to the provision of EMS transport services. It may not be modified, nor any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

28. Filing with the Clerk of the Court: This Agreement shall be signed in triplicate by both parties and filed for record by the Town of Palm Beach Shores, with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Section 163.01, *Florida Statutes*.

29. Counterparts: This Agreement may be signed in counterparts.

In Witness whereof, the parties have hereto set their hands and seals this _____ day of _____, 2023.

Attest:

City of Riviera Beach

Tawanna Smith
Certified Municipal Clerk
City Clerk

Ronnie L. Felder
Mayor

(City Seal)

Review As to Legal Sufficiency

Approved As to Terms and
Conditions

Dawn Wynn
City Attorney

John M. Curd
Fire Chief

Date: _____

In witness Whereof,, the parties have hereto set their hands and seals this _____
day of _____, 2023.

Attest:

Town of Palm Beach Shores

Jude Goudreau
Town Clerk

Alan Fiers
Mayor

(Town Seal)

Approved As To Form And
Legal Sufficiency

Keith Davis
Town Attorney

Date: _____

Option 3

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL AND SUPPLEMENTAL FIRE SERVICES

This Agreement is entered into this ____ day of _____, 2023, by and between the City of Riviera Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Riviera Beach" and the Town of Palm Beach Shores, Florida, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as "Palm Beach Shores."

WITNESSETH:

Whereas, section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

Whereas, the City of Riviera Beach and the Town of Palm Beach Shores initially entered into an Interlocal Agreement on January 19, 2005, for the provisions of Emergency Medical and Supplemental Fire Protection Services, which expired on February 28, 2010; and

Whereas, the Agreement was renewed through 2015 by mutual consent of the parties; and

Whereas, the parties extended the Agreement for an additional 60 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2015; and

Whereas, the parties further extended the Agreement for an additional 30 days to allow for continued negotiations for a long-term agreement without an interruption of services through May 31, 2015; and

Whereas, the parties further extended the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through September 30, 2015; and

Whereas, the parties further extended the Agreement for an additional fifteen (15) months through December 31, 2016; and

Whereas, the Agreement was renewed through 2022 by mutual consent of the parties; and

Whereas, the parties extended the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2023; and

Whereas, the parties further extended the Agreement for an additional 60 days to allow for continued negotiations for a long-term agreement without an interruption of services through June 30, 2023; and

Whereas, the City of Riviera Beach is willing and able to continue providing these needed services to Palm Beach Shores for a reasonable fee; and

Whereas, Palm Beach Shores desires to renew the agreement for the provision of these services for an additional period of six (6) years, under the terms and conditions set forth herein beginning on July 1, 2023, through June 30, 2029.

Now, Therefore, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:

1. Recitals: The above recitals are true and correct.
2. Services to be Provided: Riviera Beach shall furnish EMS, ALS, and BLS transport services to Palm Beach Shores twenty-four (24) hours per day through the utilization of Riviera Beach personnel and vehicles which are fully equipped with all required equipment under the laws of the State of Florida. Riviera Beach shall maintain all necessary certificates required by Palm Beach County and the State of Florida at all times during the term of this Agreement. Both parties to this Agreement understand and acknowledge that Riviera Beach currently holds all certifications, including the Certificate of Public Convenience and Necessity ("COPCN") necessary to provide the services set forth herein for Riviera Beach and Palm Beach Shores. However, should Palm Beach County refuse to extend or revoke Riviera Beach's COPCN, Riviera Beach shall provide Palm Beach Shores notice of such refusal to extend or revocation within 48 hours of receipt of such notice by Riviera Beach and this Agreement shall be rendered null and void due to the impossibility of performance on the part of Riviera Beach. Thereafter, each party will be

relieved of all obligations hereunder.

3. Definition: For the purposes of this Agreement, EMS and Emergency Transport Services (ALS and BLS) shall be defined as follows:

EMS: Any emergency medical treatment provided by certified paramedics and/or EMT's whether or not body invasion and/or any life support equipment is utilized.

Emergency Transport Services: The transport of a treated patient by Riviera Beach Fire Rescue resources to a medical facility.

4. EMS, ALS, and BLS services: Riviera Beach will be responsible for responding to all calls for EMS, ALS, and BLS transport services within the corporate limits of Palm Beach Shores. Each response will consist of a minimum staffing of one (1) emergency medical technician (EMT) and one (1) paramedic. All services noted above are included in the fees as stated hereinafter in the Agreement and will not carry an additional fee structure.
5. Fire services: Riviera Beach shall supplement the fire service of Palm Beach Shores twenty-four (24) hours per day through the utilization of Riviera Beach personnel and vehicles, which are fully equipped with all required equipment under the laws of the State of Florida.
6. Fire-related assistance requests: Riviera Beach will be responsible for responding to all calls for fire-related assistance upon request by Palm Beach Shores when notified in the manner set forth in Section 10. For purposes of this Agreement, fire-related assistance may include responses for fire suppression, extrication involving vehicle accidents, hazardous condition response, overpressure ruptures, explosions, overheating incidents, fire alarms, and bomb scares. Fire-related assistance will be given so long as the rendering of assistance will not place the City of Riviera Beach in undue jeopardy. The determination of whether a party

will be placed in undue jeopardy shall be vested solely in Riviera Beach. Riviera Beach may also refuse to respond to a request for aid/assistance in the event it does not have the required equipment available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction.

7. Fire training: In addition, Riviera Beach will work with Palm Beach Shores' Fire Departments with regard to Fire training.
8. Specific services excluded: Any other services, including hazardous materials mitigation and non-emergency services such as code enforcement, fire safety education, plans review, and fire investigation, are expressly excluded from the scope of this Agreement.
9. Operating procedures: Representatives of the parties shall jointly establish appropriate operating procedures to be utilized by the parties to implement this Agreement. Riviera Beach and Palm Beach Shores agree that once the responding Riviera Beach unit(s) reach Palm Beach Shores' emergency site, the on-scene officers shall adopt a unified command structure. Notwithstanding the foregoing, each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. No officer employed by either party shall be obligated to obey any order from the other which such officer reasonably believes to be in violation of any law, policy, or procedure; or any order which said officer believes will result in the likelihood or unreasonable risk of death, bodily injury or in a loss or damage to the party's equipment.
10. Procedures for requests for assistance:
 - A. Any request for EMS assistance made by Palm Beach Shores' communications center to Riviera Beach's communications center or the agent providing communication services shall be deemed to be an official

request for assistance under this Agreement.

B. The person requesting assistance shall provide the following information at the time the request is made:

- name of requesting officer and agency;
- the general nature, type, and location of the emergency;
- the type and quantity of equipment and/or personnel needed; and
- street routing information, when needed.

The initial request for assistance shall be transmitted by landline (telephone) to the appropriate communications center of Riviera Beach on the following telephone lines:

Palm Beach Shores Communications Center	(561) 844-3456
Riviera Beach Communications Center	(561) 845-4123

If the above numbers change, either party will notify the other party immediately.

11. No services beyond assigned duties: No employee of either party to this Agreement shall perform, or be requested to perform, any function or service which is outside the scope of duties assigned to the employee by his or her employer.
12. EMS emergency transport fees: Palm Beach Shores agrees to pay Riviera Beach ~~Eight~~ Seven Hundred Fifty Thousand dollars (\$~~850~~750,000) in quarterly installments for EMS Emergency Transport Services commencing July 1, 2023. Quarterly payments shall be paid in full due on or before July 1, October 1, January 1, and April 1 of each contract year. Subsequent contract year payments will be adjusted to reflect the amount determined to be actual costs for the prior contract year after all costs and collections are calculated. Palm Beach Shores agrees to pay the City of Riviera Beach, inclusive of collections for service, a minimum of \$890,010 for EMS services for the initial year of this agreement. The fees will be increased annually on July 1 to reflect the lower of the Annual Consumer Price Index For All Urban Consumers (CPI-U) for the previous calendar year, or 5%. Except for

the first payment, an invoice for EMS Emergency Transport fees shall be submitted to Palm Beach Shores approximately thirty (30) days before the due date of each payment. All fees for EMS Emergency Transport shall be at Palm Beach Shores prevailing rate and shall be charged directly to the patient utilizing the service, and shall be billed, collected, and retained in full by Riviera Beach as compensation for rendering such services.

This section, and the terms contained within, shall become effective retroactively to July 1, 2023 only upon the adoption by Palm Beach Shores of a resolution establishing EMS Emergency Transport Service fees to be imposed within the corporate boundaries of Palm Beach Shores. The EMS and Emergency Transport Service fees adopted by Palm Beach Shores shall be:

<u>Service</u>	<u>Fee</u>
<u>BLS</u>	<u>\$750.00</u>
<u>ALS1</u>	<u>\$800.00</u>
<u>ALS2</u>	<u>\$1,000.00</u>
<u>Mileage</u>	<u>\$14.00/Mile</u>
<u>Immobilization</u>	<u>\$50.00</u>

If Palm Beach Shores fails to adopt the required fee resolution, Riviera Beach will invoice Palm Beach Shores \$2,871 for every call related to EMS and Emergency Transport Services.

13. Fire-related fees: After the third fire-related response in a calendar year, Palm Beach Shores agrees to pay Riviera Beach a fee for service using the following rate structure. These fees will increase by five percent (5%) effective July 1, 2023. Billing will occur annually.

Engine \$1,000 for the first hour or a fraction thereof;
Aerial/Ladder \$1,275 for the first hour or a fraction thereof;
Rescue \$825 for the first hour or a fraction thereof; and

Command \$600

for the first hour or a fraction thereof.

Any responses lasting in excess of 1 (one) hour in duration or any fraction thereof shall be billed on the schedule set forth below:

Engine \$2,100 per hour or a fraction thereof after the first hour;

Aerial/Ladder \$2,400 per hour or a fraction thereof after the first hour;

Rescue \$1675 per hour or a fraction thereof after the first hour; and

Command \$1,200 per hour or a fraction thereof after the first hour

In cases where fire-related assistance is requested by Palm Beach Shores and Riviera Beach's dispatch protocol dispatches units other than those requested, and upon arrival, Riviera Beach determines that specific units can be immediately made available, no charge shall be made for those units.

In the event of a catastrophic incident or emergency where Riviera Beach is required to utilize non-reusable supplies, Riviera Beach may require reimbursement of replacement costs from Palm Beach Shores.

14. Level of service: Riviera Beach shall at all times conduct the Fire, EMS, ALS, and BLS transport services in a proper and efficient manner and shall keep all vehicles and equipment properly serviced and maintained in a good state of repair and shall at all times meet the criteria set forth in applicable state and local statutes.
15. Quarterly report: A log of all calls for service within Palm Beach Shores shall be maintained and presented quarterly to the Town Administrator. The log shall contain, at a minimum, the following:
 - a. Time call received by Fire-Rescue
 - b. Time of dispatch
 - c. Identification of all units dispatched
 - d. Classification of call
 - e. Time en route
 - f. Travel time
 - g. Time of arrival.

16. Term: It is understood by both parties that this Agreement is for the term of six (6) years, commencing on July 1, 2023, and continuing thereafter through June 1, 2029, unless this Agreement is otherwise modified or terminated in accordance with the terms and conditions more particularly set forth in section 17 below.
17. Termination: It is understood by both parties that due to employment and budgetary considerations, this Agreement shall not be terminated unless Palm Beach Shores fails to make payment as required hereunder within sixty (60) days from the date of invoice. The Agreement may also be terminated by Palm Beach Shores if Riviera Beach breaches the Agreement and fails to cure the breach within sixty (60) days of written notice of the breach from Palm Beach Shores. In that event, the Agreement may be immediately terminated thereafter. Written notice as stated herein shall be considered sufficient when a written statement of intention to terminate is sent by certified mail or hand delivery to the parties. Palm Beach Shores may terminate this agreement without cause upon 90 day notice.
18. Notices: All notices required in this Agreement shall be sent to the parties at the following addresses:

RIVIERA BEACH	PALM BEACH SHORES
City Manager City of Riviera Beach 1481 W. 15 th Street Riviera Beach, Florida 33404	Town Manager Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404

19. No transfer: This Agreement shall not be assigned or transferred by either party.
20. Governmental powers: Nothing contained in this Agreement shall be construed

to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, *Florida Statutes*. Riviera Beach's and Palm Beach Shore's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.

21. Governing law: This Agreement and any dispute, disagreement, or issue of construction, declaration, or interpretation arising hereunder, whether relating to its execution, its validity, the obligations provided herein, performance, or the breach, shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
22. Remedies: 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 or 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.

23. Indemnification: To the extent permitted by law, Riviera Beach shall indemnify and hold Palm Beach Shores harmless for any liability or causes of action for damages that may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Agreement. Likewise, to the extent permitted by law, Palm Beach Shores shall indemnify and hold Riviera Beach harmless for any liability or causes of action for damages that may arise from the negligent acts or omissions of Palm Beach Shores' employees in the performance of this Agreement. Nothing in this provision shall be construed as consent by Riviera Beach or by Palm Beach Shores to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, *Florida Statutes*.
24. Joint preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
25. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from, and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
26. No wavier due to delay: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
27. Entire understanding: This Agreement constitutes the entire understanding of

the parties with respect to the provision of EMS transport services. It may not be modified, nor any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

28. Filing with the Clerk of the Court: This Agreement shall be signed in triplicate by both parties and filed for record by the Town of Palm Beach Shores, with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Section 163.01, *Florida Statutes*.

29. Counterparts: This Agreement may be signed in counterparts.

In Witness whereof, the parties have hereto set their hands and seals this _____ day of _____, 2023.

Attest:

City of Riviera Beach

Tawanna Smith
Certified Municipal Clerk
City Clerk

Ronnie L. Felder
Mayor

(City Seal)

Review As to Legal Sufficiency

Approved As to Terms and
Conditions

Dawn Wynn
City Attorney

John M. Curd
Fire Chief

Date: _____

In witness Whereof, the parties have hereto set their hands and seals this _____
day of _____, 2023.

Attest:

Town of Palm Beach Shores

Jude Goudreau
Town Clerk

Alan Fiers
Mayor

(Town Seal)

Approved As To Form And
Legal Sufficiency

Keith Davis
Town Attorney

Date: _____

**INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL AND
SUPPLEMENTAL FIRE SERVICES**

This Agreement is entered into this ____ day of _____, 2023, by and between the City of Riviera Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as “Riviera Beach” and the Town of Palm Beach Shores, Florida, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, hereinafter referred to as “Palm Beach Shores.”

WITNESSETH:

Whereas, section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

Whereas, the City of Riviera Beach and the Town of Palm Beach Shores initially entered into an Interlocal Agreement on January 19, 2005, for the provisions of Emergency Medical and Supplemental Fire Protection Services, which expired on February 28, 2010; and

Whereas, the Agreement was renewed through 2015 by mutual consent of the parties; and

Whereas, the parties extended the Agreement for an additional 60 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2015; and

Whereas, the parties further extended the Agreement for an additional 30 days to allow for continued negotiations for a long-term agreement without an interruption of services through May 31, 2015; and

Whereas, the parties further extended the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through September 30, 2015; and

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Whereas, Palm Beach Shores desires to renew the agreement for the provision of these services for an additional period of six (6) years, under the terms and conditions set forth herein beginning on July 1, 2023, through June 30, 2029.

Now, Therefore, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:

1. Recitals: The above recitals are true and correct.
2. Services to be Provided: Riviera Beach shall furnish EMS, ALS, and BLS transport services to Palm Beach Shores twenty-four (24) hours per day through the utilization of Riviera Beach personnel and vehicles which are fully equipped with all required equipment under the laws of the State of Florida. Riviera Beach shall maintain all necessary certificates required by Palm Beach County and the State of Florida at all times during the term of this Agreement. Both parties to this Agreement understand and acknowledge that Riviera Beach currently holds all certifications, including the Certificate of Public Convenience and Necessity ("COPCN") necessary to provide the services set forth herein for Riviera Beach and Palm Beach Shores. However, should Palm Beach County refuse to extend or revoke Riviera Beach's COPCN, Riviera Beach shall provide Palm Beach Shores notice of such refusal to extend or revocation within 48 hours of receipt of such notice by Palm Beach County and this Agreement shall be rendered null and void due to the impossibility of performance on the part of Riviera Beach. Thereafter, each party will be relieved of all obligations hereunder.

3. Definition: For the purposes of this Agreement, EMS and Emergency Transport Services (ALS and BLS) shall be defined as follows:

EMS: Any emergency medical treatment provided by certified paramedics and/or EMT's whether or not body invasion and/or any life support equipment is utilized.

Emergency Transport Services: The transport of a treated patient by Riviera Beach Fire Rescue resources to a medical facility.
4. EMS, ALS, and BLS services: Riviera Beach will be responsible for responding to all calls for EMS, ALS, and BLS transport services within the corporate limits of Palm Beach Shores. Each response will consist of a minimum staffing of one (1) emergency medical technician (EMT) and one (1) paramedic. All services noted above are included in the fees as stated hereinafter in the Agreement and will not carry an additional fee structure.
5. Fire services: Riviera Beach shall supplement the fire service of Palm Beach Shores twenty-four (24) hours per day through the utilization of Riviera Beach personnel and vehicles, which are fully equipped with all required equipment under the laws of the State of Florida.
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compliance with the request would jeopardize the protection of its own jurisdiction.

7. Fire training: In addition, Riviera Beach will work with Palm Beach Shores' Fire Departments with regard to Fire training.
8. Specific services excluded: Any other services, including hazardous materials mitigation and non-emergency services such as code enforcement, fire safety education, plans review, and fire investigation, are expressly excluded from the scope of this Agreement.
9. Operating procedures: Representatives of the parties shall jointly establish appropriate operating procedures to be utilized by the parties to implement this Agreement. Riviera Beach and Palm Beach Shores agree that once the responding Riviera Beach unit(s) reach Palm Beach Shores' emergency site, the on-scene officers shall adopt a unified command structure. Notwithstanding the foregoing, each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. No officer employed by either party shall be obligated to obey any order from the other which such officer reasonably believes to be in violation of any law, policy, or procedure; or any order which said officer believes will result in the likelihood or unreasonable risk of death, bodily injury or in a loss or damage to the party's equipment.
10. Procedures for requests for assistance:
 - A. Any request for EMS assistance made by Palm Beach Shores' communications center to Riviera Beach's communications center or the agent providing communication services shall be deemed to be an official request for assistance under this Agreement.
 - B. The person requesting assistance shall provide the following information at the time the request is made:
 - name of requesting officer and agency;

- the general nature, type, and location of the emergency;
- the type and quantity of equipment and/or personnel needed; and
- street routing information, when needed.

The initial request for assistance shall be transmitted by landline (telephone) to the appropriate communications center of Riviera Beach on the following telephone lines:

Palm Beach Shores Communications Center	(561) 844-3456
Riviera Beach Communications Center	(561) 845-4123

If the above numbers change, either party will notify the other party immediately.

11. No services beyond assigned duties: No employee of either party to this Agreement shall perform, or be requested to perform, any function or service which is outside the scope of duties assigned to the employee by his or her employer.

12. EMS emergency transport fees: Palm Beach Shores agrees to pay Riviera Beach Seven Hundred Fifty Thousand dollars (\$750,000) annually for EMS Emergency Transport Services, to be paid in equal quarterly installments commencing July 1, 2023. Quarterly payments shall be paid in full due on or before July 1, October 1, January 1, and April 1 of each contract year. Subsequent contract year payments will be adjusted to reflect the amount determined to be actual costs for the prior contract year after all costs and collections are calculated. Palm Beach Shores agrees to pay Riviera Beach, inclusive of collections for service, a minimum of Eight Hundred Ninety Thousand and Ten Dollars (\$890,010) for EMS services for the initial year of this Agreement (July 1, 2023 – June 30, 2024). In the event actual costs, including collections, are under the required minimum, Palm Beach Shores agrees to pay said difference to Riviera Beach within thirty (30) days of the end of that fiscal year. The fees will be increased annually on July 1 to reflect the lower of the Annual Consumer Price Index For All Urban Consumers (CPI-U) for the previous calendar year, or 5%. Except for the first payment, an invoice for EMS Emergency Transport fees shall be submitted to Palm Beach Shores approximately thirty (30) days before the due date of each

payment. All fees for EMS Emergency Transport shall be at Palm Beach Shores prevailing rate and shall be charged directly to the patient utilizing the service, and shall be billed, collected, and retained in full by Riviera Beach as compensation for rendering such services.

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<u>Immobilization</u>	<u>\$50.00</u>

If Palm Beach Shores fails to adopt the required fee resolution, Riviera Beach will invoice Palm Beach Shores \$2,871 for every call related to EMS and Emergency Transport Services.

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Engine \$1,000 for the first hour or a fraction thereof;
Aerial/Ladder \$1,275 for the first hour or a fraction thereof;
Rescue \$825 for the first hour or a fraction thereof; and
Command \$600

for the first hour or a fraction thereof.

Any responses lasting in excess of 1 (one) hour in duration or any fraction thereof shall be billed on the schedule set forth below:

Engine	\$2,100 per hour or a fraction thereof after the first hour;
Aerial/Ladder	\$2,400 per hour or a fraction thereof after the first hour;
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In cases where fire-related assistance is requested by Palm Beach Shores and Riviera Beach's dispatch protocol dispatches units other than those requested, and upon arrival, Riviera Beach determines that specific units can be immediately made available, no charge shall be made for those units.

In the event of a catastrophic incident or emergency where Riviera Beach is required to utilize non-reusable supplies, Riviera Beach may require reimbursement of replacement costs from Palm Beach Shores.

14. Level of service: Riviera Beach shall at all times conduct the Fire, EMS, ALS, and BLS transport services in a proper and efficient manner and shall keep all vehicles and equipment properly serviced and maintained in a good state of repair and shall at all times meet the criteria set forth in applicable state and local statutes.
15. Quarterly report: A log of all calls for service within Palm Beach Shores shall be maintained and presented quarterly to the Town Administrator. The log shall contain, at a minimum, the following:
 - a. Time call received by Fire-Rescue
 - b. Time of dispatch
 - c. Identification of all units dispatched
 - d. Classification of call
 - e. Time en route
 - f. Travel time
 - g. Time of arrival.
16. Term: It is understood by both parties that this Agreement is for the term of six

(6) years, commencing on July 1, 2023, and continuing thereafter through June 1, 2029, unless this Agreement is otherwise modified or terminated in accordance with the terms and conditions more particularly set forth in section 17 below.

17. Termination: It is understood by both parties that due to employment and budgetary considerations, this Agreement shall not be terminated by Riviera Beach unless Palm Beach Shores fails to make payment as required hereunder within sixty (60) days from the date of invoice. This Agreement may be terminated by Palm Beach Shores if Riviera Beach breaches the Agreement and fails to cure the breach within sixty (60) days of written notice of the breach from Palm Beach Shores. Palm Beach Shores may also terminate this agreement without cause (for convenience) upon ninety (90) day's written notice to Riviera Beach. Written notice as stated herein shall be considered sufficient when a written statement of intention to terminate is sent by certified mail or hand delivery to the parties.
18. Notices: All notices required in this Agreement shall be sent to the parties at the following addresses:

RIVIERA BEACH	PALM BEACH SHORES
City Manager City of Riviera Beach 1481 W. 15 th Street Riviera Beach, Florida 33404	Town Manager Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404

19. No transfer: This Agreement shall not be assigned or transferred by either party.
20. Governmental powers: Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, *Florida Statutes*. Riviera Beach's and Palm Beach Shore's governing bodies shall each retain all legislative authority with regard to their respective

governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.

21. Governing law: This Agreement and any dispute, disagreement, or issue of construction, declaration, or interpretation arising hereunder, whether relating to its execution, its validity, the obligations provided herein, performance, or the breach, shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

22. Remedies: 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 or 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.

23. Indemnification: To the extent permitted by law, Riviera Beach shall

indemnify and hold Palm Beach Shores harmless for any liability or causes of action for damages that may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Agreement. Likewise, to the extent permitted by law, Palm Beach Shores shall indemnify and hold Riviera Beach harmless for any liability or causes of action for damages that may arise from the negligent acts or omissions of Palm Beach Shores' employees in the performance of this Agreement. Nothing in this provision shall be construed as consent by Riviera Beach or by Palm Beach Shores to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, *Florida Statutes*.

24. Joint preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
25. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from, and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
26. No wavier due to delay: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
27. Entire understanding: This Agreement constitutes the entire understanding of the parties with respect to the provision of EMS transport services. It may not be modified, nor any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties.
28. Filing with the Clerk of the Court: This Agreement shall be signed in triplicate

by both parties and filed for record by the Town of Palm Beach Shores, with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to Section 163.01, *Florida Statutes*.

29. Counterparts: This Agreement may be signed in counterparts.

In Witness whereof, the parties have hereto set their hands and seals this _____ day of _____, 2023.

Attest:

City of Riviera Beach

Tawanna Smith
Certified Municipal Clerk
City Clerk

Ronnie L. Felder
Mayor

(City Seal)

Review As to Legal Sufficiency

Approved As to Terms and
Conditions

Dawn Wynn
City Attorney

John M. Curd
Fire Chief

Date: _____

In witness Whereof, the parties have hereto set their hands and seals this _____
day of _____, 2023.

Attest:

Town of Palm Beach Shores

Jude Goudreau
Town Clerk

Alan Fiers
Mayor

(Town Seal)

Approved As To Form And
Legal Sufficiency

Keith Davis
Town Attorney

Date: _____

**TOWN OF PALM BEACH SHORES
BUDGET SUMMARY - REVISED**

	Actual FY2022	Original Budget FY2023	Projected FY2023	Proposed Budget FY2024	Variance P2023 to B2024	
Operating Millage Rate	6.3500 mills	6.3500 mills	6.3500 mills	6.3500 mills		
Debt Millage Rate	0.4290 mills	0.4290 mills	0.4290 mills	0.4290 mills		
TAXES:						
Ad Valorem Taxes Operating	\$ 3,886,937	\$ 4,216,800	\$ 4,216,800	\$ 4,665,600	448,800	11% Property values up 10.64%; same millage
Ad Valorem Taxes Debt	\$ 262,308	\$ 284,900	\$ 284,900	\$ 315,200	30,300	11%
Local Option Gas Tax	40,394	41,226	41,504	41,504	-	0%
Discretionary Sales Tax PBC	120,393	104,768	124,418	124,418	-	0% state calculated and projected
Franchise Fees	233,549	220,600	258,137	255,600	(2,537)	-1% based on actual
Utility Taxes	376,887	353,000	367,351	365,000	(2,351)	-1% 6% effective 4/1/16; 10% effective 4/1/17
Communications Tax	72,246	78,593	74,235	74,000	(235)	0%
Licenses and Permits	462,754	211,500	281,026	252,000	(29,026)	-10% Icon projects on Inlet; housing market
Intergovernmental Revenue	814,605	192,126	188,865	171,842	(17,023)	-9% American Rescue Plan \$316K in FY22
Charges for Services	159,083	135,526	131,322	135,526	4,204	3% land development costs
Fines and Forfeitures	23,639	4,000	2,145	1,500	(645)	-30% code fines
Interest Earned	17,463	11,000	182,000	182,500	500	0% interest rates increasing
Special assessments	-	-	-	-	-	-
Miscellaneous Revenue	78,422	10,000	29,667	5,000	(24,667)	-83% sale of surplus (old fire engine)
Other Financing Sources	106,316	-	-	-	-	lease on portion of new fire engine
TOTAL REVENUE	6,654,996	5,864,039	6,182,370	6,589,690	407,320	7%
Fund Balances/Reserves	-	1,725,669	-	\$(61,247)	\$(61,247)	Funding roads project from savings
TOTAL REVENUES & F/B	\$ 6,654,996	\$ 7,589,708	\$ 6,182,370	\$ 6,528,443	\$ 346,073	6%
EXPENDITURES:						
Finance and Administration	\$ 430,487	\$ 429,508	\$ 402,359	\$ 651,660	\$ 249,301	62%
Legal Counsel	110,552	121,000	170,500	346,000	175,500	103%
Public Works	370,355	364,418	360,776	388,402	27,626	8%
Police	1,681,154	1,730,779	1,679,047	1,781,714	102,667	6% 3% increase for PBSO
Dispatch	-	-	-	-	-	-
Fire	708,398	736,608	688,681	805,771	117,090	17% debt service on fire truck
Emergency Medical Service	351,851	369,444	351,851	750,000	398,149	113% estimate - contract Riviera Beach
Emergency Disaster	-	-	-	-	-	-
Building/Code Enforcement	303,030	261,537	286,056	270,729	(15,327)	-5% higher activity '22
Legislative	12,481	30,213	28,826	30,213	1,387	5% holiday decorations
Solid Waste	208,219	241,525	241,071	253,101	12,030	5% extension of Waste Mgmt contract
Road & Streets	30,015	63,160	28,720	29,660	940	3% vulnerability study (grant)
Parks	169,870	172,029	188,272	173,302	(14,970)	-8% new Tree Trimming contract
Beach	103,315	107,002	112,626	111,335	(1,291)	-1% FY22 concrete trash cans
Community Center	86,676	70,105	86,255	71,450	(14,805)	-17% FY22 unanticipated bldg maintenance
Sewer Service	29,839	42,525	50,025	42,525	(7,500)	-15%
Risk Management	111,402	116,000	111,480	170,000	58,520	52% estimate
Capital	584,715	2,153,000	2,277,850	115,000	(2,162,850)	-95% Roads Project \$1.66M
Debt Service	495,855	495,855	495,855	495,855	-	0% Undergrounding Debt; final pmt 10/1/35
Contingencies	-	85,000	42,675	85,000	42,325	99%
TOTAL EXPENDITURES	\$ 5,788,213	\$ 7,589,708	\$ 7,602,925	\$ 6,571,718	\$ (1,031,207)	-14%
Roads Project			\$ 1,660,000.00			
Net Increase	\$ 866,783	\$ -	\$ 239,445.43	\$ (43,274.79)		

Town of Palm Beach Shores
2023 - 2024 Budget

Items Driving the 2023 - 2024 Budget Expenditures:

EMS contract incremental cost	\$381,000.00
Legal costs to defend Dish lawsuit	\$220,000.00
Town Managers position	\$150,000 includes benefits
FMIT Insurance incremental cost	\$80,310.00
Employee wages & salaries increase @ 5%	\$45,000.00

May 2023

Dear FMIT Member,

You are receiving this correspondence because you are currently insured under FMIT's Specified Value form of property insurance coverage. We wanted to provide you with early notice of FMIT's intent to offer your 2023-2024 property insurance coverage renewal under its more beneficial "Blanket and Agreed Value" form of property insurance coverage. FMIT will not offer a renewal of your expiring form of property insurance coverage known as "Specified Value" property coverage.

WHAT IS THE DIFFERENCE BETWEEN FMIT'S "SPECIFIED VALUE" AND "BLANKET AND AGREED VALUE" FORMS OF PROPERTY COVERAGE?

Just as many individual homeowners' insurance policies require them to select and update replacement cost coverage limits for their homes, FMIT Members are required to select and keep current replacement cost coverage limits desired for **each building or other property asset** insured under the FMIT Property Coverage Agreement. Failure to update coverage limits can result in your property being "Underinsured" at the time of a property loss claim and further, result in a substantially reduced claim payout.

How Specified Value property coverage works (until your transition to Blanket and Agreed Value on 10/1/23): **You are responsible for selecting and updating the dollar amount of insurance coverage limits** for each building or other insured asset year to year. A building insured under the Specified Value policy requires you to select a coverage limit that equals 80%, 90%, or 100% (depending upon your choice) of the building's actual replacement cost value (RCV). If, at the time of any eventual loss, the building's coverage limit does not meet the selected (80%, 90%, or 100%) percentage of actual replacement cost, it will be regarded as "Underinsured." Additionally, Specified Value policies feature a "Coinsurance Condition" which is applied to any building or asset determined to be underinsured at the time of a loss. This means the maximum amount of your loss recovery begins with the Specified Value limit of coverage purchased, but is then reduced by the applicable Coinsurance Condition amount (calculated in proportion to the amount by which your property was underinsured at the time of the loss), and further reduced based on the applicable policy deductible amount. **You always bear the risk associated with updating insured property values to avoid being underinsured** and avoid the Coinsurance Condition, since property values and repair costs can and do vary over time.

How Blanket and Agreed Value property coverage works: **You are still responsible for selecting and updating the dollar amount of insurance coverage** desired for each building or asset; however Blanket and Agreed Value coverage offers you at least three valuable benefits.

- **Benefit 1: you can effectively "borrow" from the aggregate coverage limits of your other buildings and assets** and apply the borrowed amount to any other damaged building if needed following a loss claim. This means you can avoid being "underinsured" on any given building or asset at the time of loss because the Blanket and Agreed Value form of coverage permits a kind of "shared limit" of coverage across all your scheduled of insured property. If the specific coverage limit chosen for any single building happens to fall short of the ultimate cost required to repair or replace the



item, being able to “borrow” coverage limit from other insured buildings assures full replacement cost coverage will be available, provided all terms and conditions of coverage are met.

- **Benefit 2: the Coinsurance Condition never applies** under Blanket and Agreed Value coverage.
- **Benefit 3: FMIT will help you keep your insured property coverage limits adequate.** To help with periodic review of coverage limits, FMIT offers a process (the “Asset Survey Program”) by which a third party reviews your buildings and assets using technology, comparable building industry data, etc., thereby supplying you with periodic limit adjustments to use when setting your coverage limits.

WHY ARE WE TRANSITIONING AWAY FROM SPECIFIED VALUE PROPERTY COVERAGE ON 10/1/23?

Put simply, to **better protect you.**

Over the past several years, inflation has reached a 40-year high. Costs used to calculate building replacement cost values (RCV), namely construction material and labor costs, have been significantly impacted by the recent trend of “hyper-inflation.” By some estimates, Commercial building RCV amounts increased by over 35% during the 2021 and 2022 calendar years alone. Also, Florida has suffered a particularly intense and active hurricane activity cycle the past few years. For FMIT Members with Specified Value property coverage, lower claim payouts have resulted because the insured values of affected buildings and assets have not kept pace with inflation and construction costs.

In a recent analysis, we identified that almost all Members with Specified Value property coverage have not adequately updated limits of insurance for covered buildings or other insured assets. Therefore, almost all Specified Value coverage Members would likely face underinsurance, application of Coinsurance Conditions, and claim payouts that are less than assumed.

FMIT prides itself on Member satisfaction with claim outcomes and strives to live up to its commitment of **Protecting the Communities We Call Home**. The Specified Value form of property coverage does not offer the extent of robust and flexible coverage available under the Blanket and Agreed Value property coverage. Therefore, the changes we are describing for this year are being made to give you access to better coverage for all your insured assets.

WHAT SHOULD YOU EXPECT IN THE LEAD UP TO RENEWAL?

In July and August 2023, we will be preparing and delivering 2023-2024 insurance coverage renewals. As stated above, **your FMIT property insurance renewal will be offered on a “Blanket and Agreed Value” coverage basis.** Since your limits of property insurance coverage have not been updated for many years, your renewal will reflect an increase of 25% applied to all buildings and other insured assets contained on your schedule of insured property. (This increase is intended as an update but may not capture full replacement cost value of any specific covered property; you may certainly contact FMIT to request higher coverage limit for any building or other asset covered by FMIT). Your renewal will reflect a very noticeable premium increase, primarily due to the increased costs to provide property insurance coverage in Florida affecting governmental self-insurance funds like FMIT and private insurance carriers alike.

As with each year’s renewal offer, your 2023-2024 property insurance coverage renewal will be subject to your acceptance of its terms (as generally described above) including: the move to a Blanket and Agreed Value form of property insurance coverage; the coverage limit increase being applied across your insured property schedule; and the resulting premium charges that will accompany the renewal proposal.

AFTER THE 2023-2024 RENEWAL IS COMPLETE, THE ASSET SURVEY PROCESS WILL COMMENCE

Since it very likely has been a number of years since you either (a) had an appraisal or asset survey for your insured property and/or (b) adjusted your insurance coverage limits, we will be conducting an Asset Survey or appraisal for you at no cost during the October 1, 2023 - September 30, 2024 coverage year. We will schedule such an appraisal or asset survey upon your acceptance of our Blanket and Agreed Value property insurance renewal. The resulting replacement cost values derived from the Asset Survey or appraisals will be kept on file and used in the succeeding property renewal cycle for October 1, 2024 - September 30, 2025.

IS THERE ANYTHING FOR YOU TO DO NOW?

Your current FMIT property insurance will remain on a Specified Value form of coverage until October 1, 2023. We are notifying you in advance of the 2023 Atlantic Hurricane Season that your current limits of insurance may be inadequate. In the event of a property claim until 10/01/2023, your claim payout may be dramatically less than hoped for based on the likelihood of underinsured property coverage limits and the application of the Coinsurance Condition provisions described above. We urge you to review your FMIT property insurance schedule and limits of insurance and request any specific changes in coverage limits you feel are appropriate. You may request coverage limit changes by contacting your designated Account Executive or Underwriter. Any increases in limits you make prior to October 1, 2023, will reduce the +25% limit adjustment we will apply to your October 1, 2023 - September 30, 2024 property insurance renewal. However, unless you can provide us with an appraisal for all insured buildings and assets (completed on or after October 1, 2022), your transition to the Blanket and Agreed Value form of property coverage cannot occur until your October 1, 2023 renewal.

We regret the financial impact this change will likely have for your organization. While your premiums will certainly increase, the new form of coverage being offered will undoubtedly offer you more robust coverage in the event of a property claim. We have seen the disappointing outcomes which result when years of not increasing insured property coverage limits combine with today's hyper-inflation and higher costs of building recovery. As a partner on your risk management team, we felt compelled to highlight what we identified as a potential coverage gap among our Specified Value coverage Members and to explain our intent to offer more beneficial coverage under FMIT's Blanket and Agreed Value property coverage.

We expect you may have questions about this coverage change. Therefore, we urge you to contact your FMIT Account Executive to better understand this important change in your upcoming FMIT property coverage renewal, or to inquire about any immediate steps to take before the October 1, 2023, effective date of this coverage change.¹

Sincerely,



Chris Krepcho

Chief of Insurance & Financial Services
Florida League of Cities, Inc.

¹ Please note, all descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to your current FMIT Property Coverage Agreement for complete coverage terms, conditions, limits, and obligations.

WHAT IS HAPPENING TO MY RATES?



In recent years, Florida homeowners have been heavily affected by changes in our state's property insurance market. Unfortunately, all commercial carriers now face similar headwinds. To weather this storm, FMIT has been forced to adjust rates to reflect the conditions we're all facing.

THERE ARE "FOUR FACTORS" DRIVING THIS CHANGE.



First, global insurance capacity is dwindling. Simply put, the demand for insurance now outstrips supply—which means prices rise.



Second, as anyone who's taken a trip to the grocery store knows, inflation recently reached multi-decade highs. The cost of labor and construction materials, in particular, have risen sharply in recent years.



Third, there's a "Florida Factor." The Sunshine State is the highest-risk zone in the world—which means many carriers are raising rates even more significantly, and many more are avoiding our state altogether.



Fourth, natural disasters are increasing in frequency and intensity, so rising rates reflect rising risk.

You're not alone. Our reinsurance costs—essentially, what insurers themselves pay for insurance—have more than doubled in the last year alone. No one wants higher rates, but everyone depends on preserving FMIT's financial strength, customer service, and claims-paying power.



FMIT IS THE STEADY CHOICE IN UNCERTAIN TIMES.

FMIT remains the best insurer in the Sunshine State, *especially* in a market like this one. There are many reasons that's the case, but the two biggest are **financial strength** and our **unique mission**.

Simply put, there is no insurer in this market with better claims-paying power than FMIT. In an environment of unprecedented uncertainty characterized by high inflation, low insurance capacity, and the rising risk of catastrophic events, the financial strength to reliably pay claims is paramount.

**There is no insurer
in this market with
better claims-paying
power than FMIT**

WHY SHOULD WE REMAIN WITH FMIT?

MISSION

We are the *only* insurer in this market conceived, constructed and committed wholly to the service of Florida's communities. We exist solely to serve you—and solely because the private sector once abandoned this market, leaving cities in crisis. When they ran from the burning building, we grabbed a firehose. Ever since, it has been our practice to set responsible rates that ensure FMIT can serve you for the long haul, in good times and bad. So, serving cities isn't just a mission statement, it's our history and it's our job—and we've been doing it rain or shine, in good times and bad, even (and especially) when others refused.

UNIQUE KNOWLEDGE OF CITIES

We know cities. Not only are we sponsored by the Florida League of Cities, we understand your budget cycle, we recognize and value your responsibility to taxpayers, and we do everything in our power to protect the communities we call home. Our decisions about rates and financial stability—even the tough ones—are all made with that job, that mission, front and center.

FINANCIAL STRENGTH, CLAIMS-PAYING POWER & RISK MANAGEMENT

We are built for times like these. We do not make reckless bids that jeopardize our ability to pay claims. There are times in life when you may want to take big risks—but choosing an insurance carrier isn't one of them. That's why we operate a safe and sustainable business that prioritizes the long-term protection of our members over short-term profits.

BEST IN CLASS DISASTER RESPONSE & RECOVERY

Following a series of catastrophic hurricanes, like Ian, Irma and Michael, we can confidently say that, by every measure, our disaster recovery program leads the industry. After years of development, this world-class member service proved that it can pass the ultimate test. We assisted members during their most vulnerable moments through expedited mitigation and recovery services that reduced millions of dollars of out-of-pocket costs. From fires to floods to hurricanes, the FMIT helps you return to normal in record time.

REPUTATION

Over the years, we've earned a unique relationship with the "reinsurers" who ultimately stand behind most municipal insurance coverage in Florida (regardless of carrier). In part because of that unique relationship, we have been able to secure additional insurance capacity for our members, even when times are tough. In a market of rapidly *shrinking* insurance capacity, our members will depend *upon* and benefit *from* our reputation with reinsurers now more than ever.



Town of Palm Beach Shores
Insurance FMIT
2023 - 2024 Renewal

	2023 Actual*	Proposed increase	2024 Budget increase	2024 Budget	%
General Liability	\$ 40,295.00	2%-4%	\$ 1,208.85	\$ 41,503.85	3%
Cyber Liability	\$ 1,000.00	0.00%	\$ -	\$ 1,030.00	0%
Auto Liability	\$ 4,344.00	5%-7%	\$ 260.64	\$ 4,474.32	6%
Auto Physical Damage	\$ 2,205.00	5%-7%	\$ 132.30	\$ 2,271.15	6%
Property	\$ 42,187.00	284.45%	\$ 84,374.00	\$ 120,000.92	284%
Workers' Comp	\$ 35,391.00	3%-5%	\$ 1,415.64	\$ 36,452.73	4%
projected increase			<u>\$ 87,391.43</u>		
Policy Total	<u>\$ 125,422.00</u>			<u>\$ 205,732.97</u>	

Notes:

* per FMIT policy

FMIT is transitional away from "Specified Value" Property coverage to "Blanket and Agreed Value" coverage basis of insurance
current deductible is 5%

renewal option:

increase deductible to 10% resulting in a 16% premium reduction (\$19,200.00)

Town of Palm Beach Shores
Insurance FMIT
2023 - 2024 Renewal
Insured

Description - Buildings	Location	*FMV 2023	FMV%	Prior Ins Value	Difference	%
Town Hall Building	247 Edwards Lane	1,476,300.00	24.40%	1,050,000.00	426,300.00	23.03%
Police/Fire Station Building	247 Edwards Lane	392,700.00	6.49%	315,000.00	77,700.00	4.20%
Fire Annex Building	247 Edwards Lane	185,000.00	3.06%	116,219.00	68,781.00	3.72%
Gazebo: Behind City Hall: Concrete/Wood: 14 ft.	247 Edwards Lane	50,000.00	0.83%	50,000.00	0.00	0.00%
Decorative Lights (196) with Control Boxes (6) - Street Lights (196 units)	Various Decorative Light Locations	882,000.00	14.58%	617,400.00	264,600.00	14.30%
Lift Station #2 (Above Ground Components and Vaulted Equipment)	Ocean Avenue & Edwards Lane	175,000.00	2.89%	125,222.00	49,778.00	2.69%
Lift Station #1 (Above Ground Components and Vault Based Equipment)	Lake Drive & Edwards Lane	175,000.00	2.89%	125,222.00	49,778.00	2.69%
Community Center Building	90 Edwards Lane	2,240,000.00	37.02%	1,272,000.00	968,000.00	52.30%
Beach Restroom/Storage Building	90 Edwards Lane	99,000.00	1.64%	99,000.00	0.00	0.00%
(Moved to N001) Gazebo (2): Metal/Wood	90 Edwards Lane	0.00	0.00%	100,000.00	-100,000.00	-5.40%
Chickee Hut with Attached Boardwalk: Wood	90 Edwards Lane	228,000.00	3.77%	182,000.00	46,000.00	2.49%
Life Guard Stand	90 Edwards Lane	47,722.00	0.79%	47,722.00	0.00	0.00%
(Moved from 005003) Pavilions (2): Wood/Concrete	Inlet Way	100,000.00	1.65%	100,000.00	0.00	0.00%
Total		6,050,722.00	100.00%	4,199,785.00	1,850,937.00	44.07%

Description - Personal Property/Inland Marine	FMV 2023	Prior Ins Value	Difference	%
Personal Property = Furniture, Equipment, Computers	1,165,559.00	92,490.00	1,073,069.00	1160.20%
Inland & Marine = Golf Carts, ATV's				
Total Insurable Value (TIV)	7,216,281.00	4,292,275.00	2,924,006.00	68.12%

Notes:
* FMIT prepared values to facilitate "Blanket and Agreed Value" coverage basis of insurance
insurance inspection occurred March 2023
street lamps - replacement value \$10K each @ 196 units, total \$1,960,000.

Town of Palm Beach Shores
Insurance FMIT
2023 - 2024 Renewal
Uninsured

Description	Location	*FMV 2023	%
Generator: 55 kW: Natural Gas Town Hall	247 Edwards Lane	35,000.00	15.91%
Fuel Station: Gas	247 Edwards Lane	20,000.00	9.09%
Generator: Sheriff's Station: 55 kW: Natural Gas - Police & Fire	247 Edwards Lane	30,000.00	13.64%
Generator: 55 kW: Natural Gas - Lift Stations 02	Ocean Avenue & Edwards Lane	30,000.00	13.64%
Generator: 55 kW: Natural Gas Lift Station 01	Lake Drive & Edwards Lane	30,000.00	13.64%
Storage Building - Police Dept	90 Edwards Lane	12,000.00	5.45%
Beach Multi-play Structure: Metal & Plastic	90 Edwards Lane	25,000.00	11.36%
Lights (76): Bollards: 3 ft (est \$300/unit @)	Inlet Park	38,000.00	17.27%
		<u>220,000.00</u>	<u>100.00%</u>

Notes:

* FMIT prepared values to facilitate "Blanket and Agreed Value" coverage basis of insurance
insurance inspection ocured March 2023
replacement value of lights : 76 units @ \$300 total \$22,800.

Florida is now America's inflation hotspot

By [Bryan Mena](#) and [Alicia Wallace](#), CNN

Washington, DCCNN —

Florida is America's inflation hotspot because of a persistent problem with sky-high housing costs.

The Miami-Fort Lauderdale-West Palm Beach area has the highest inflation rate of metro areas with more than 2.5 million residents, with a 9% inflation rate for the 12 months ended in April.

That's more than double [the national average of 4%](#), according to data from the Consumer Price Index. The Tampa-St. Petersburg-Clearwater metro had the third-highest inflation rate in the country, at 7.3% for the year ended in May.

Other metro areas, however, have seen some welcome progress. Minneapolis had an inflation rate of 1.8% in May from a year earlier, the lowest of the 23 metro areas for which the Labor Department publishes inflation data. Urban Hawaii had the second lowest inflation rate at 2% — mirroring the Federal Reserve's target for its preferred inflation gauge, the Personal Consumption Expenditures index.

Here are some notable inflation trends for the biggest metros in the US and the dynamics behind those shifts.

A vexing inflation problem in the Sunshine State

In Florida, the state's growing population has been pushing up inflation — particularly via [housing costs](#). It's a trend that accelerated during the pandemic, when remote work gave some Americans the freedom to relocate, economists say.

"A lot of people are still coming to Florida because the economy is really strong, and many like the fact that we don't have an income tax like in New York, for example," said Amanda Phalin, an economist at the University of Florida. "And in places like Miami, we're seeing a lot of real estate demand from non-Floridians or non-American investors — generally wealthy folks who want to have a nice home here."

Florida's population grew the most of any state from July 2021 to July 2022 because of domestic migration, according to the Census Bureau's latest estimates. During that same period, Florida also had the fastest population growth by percentage, the first time it has notched that top spot since 1957.

Housing costs account for almost a third of the Labor Department's Consumer Price Index, and population gains heavily influence that component. An influx of residents boosts demand in a local economy across the board — for transportation, services and housing. That has pushed up inflation rates.

Rising interest rates, limited housing stock in cities such as Miami, and more expensive property insurance have also pushed up housing costs, Phalin said.

"Both the rental and purchasing markets are seeing upward pressures on prices from all these factors," Phalin said. She added that there's a shortage of available rental units because "a lot

of homes are converting themselves into Airbnbs and some homeowner associations prohibit people from renting out their homes.”

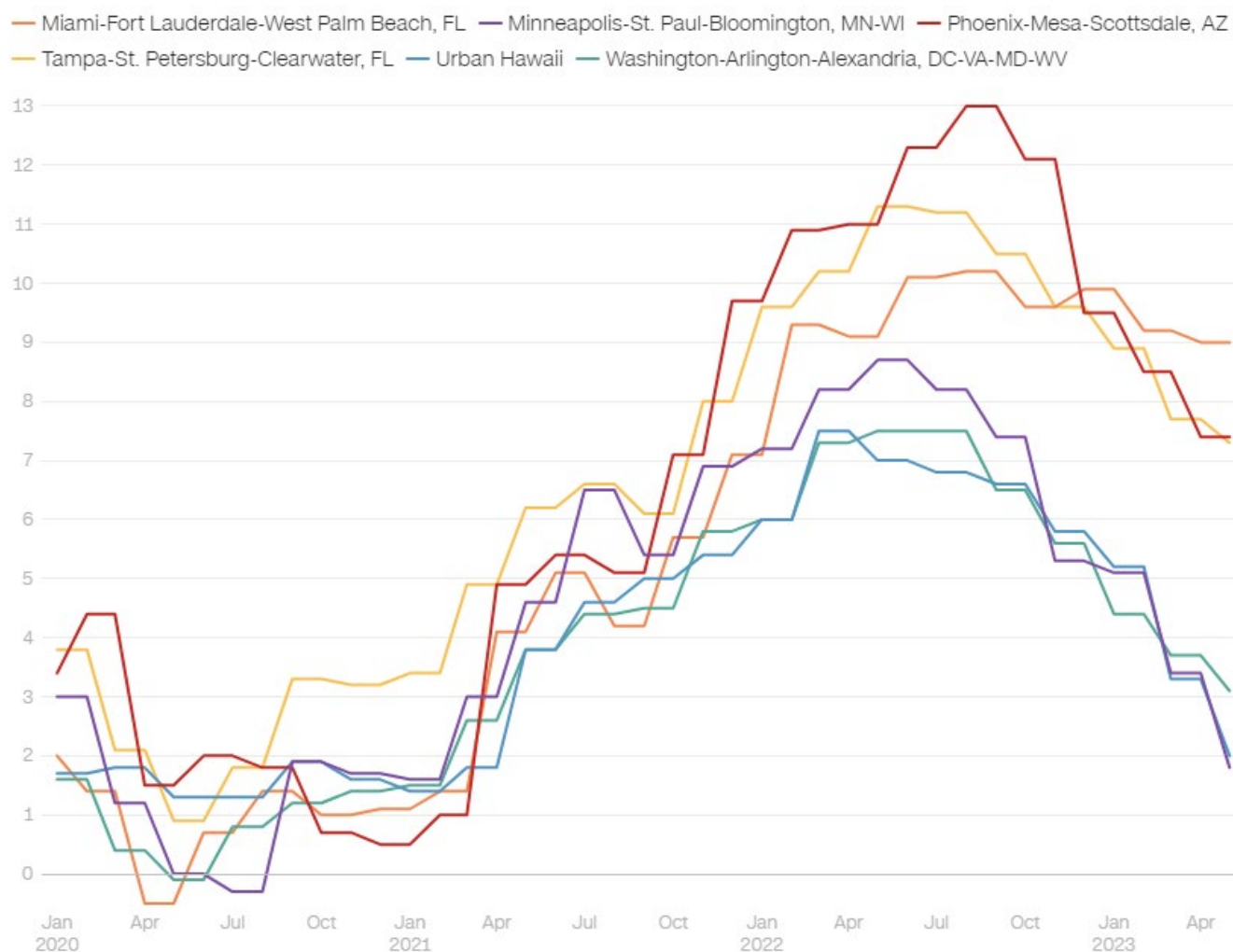
That has all resulted in a growing affordability issue for residents who have lived in cities such as Miami and Tampa Bay for decades or their entire lives.

Progress on inflation

Housing costs also loom large in the metro area with the lowest inflation rate: Minneapolis and St. Paul.

US metro inflation hot spots and cool zones

How inflation has trended in the metro areas with the highest and lowest rates through April and May 2023, according to Consumer Price Index data.



Source: US Bureau of Labor Statistics
Graphic: Alicia Wallace, CNN

CNN

“Shelter costs grew faster in Minneapolis and peaked a little bit earlier,” said Tyler Schipper, associate professor of economics at the University of St. Thomas in Minneapolis. “They peaked about six months before they did on average of the rest of the country.”

Also likely playing a role is how the Bureau of Labor Statistics tabulates shelter costs within the CPI and the timing of when readings are collected for various regions.

Shelter carries a lot of weight in the CPI calculations. However, it comes at a significant lag because of how infrequently the data is collected (every six months versus monthly or two months for other CPI prices) and because of how infrequently rents change (many leases are for 12 months, and rents typically are raised when a tenant leaves).

“I think that’s leading to this divergence where inflation peaked at about the same time for [the Twin Cities and the nation], but it just has dropped off faster here than in the rest of the country,” he said.

Helping that along has been a surge of multifamily construction, putting more apartments on the market and bringing down rents in the process.

Last year, multifamily permits made up nearly half of the total housing permits issued in the Federal Reserve Bank of Minneapolis’ district, which spans the Upper Midwest into the Mountain West. The activity — which was the highest share on record for that district, the regional Fed noted — is particularly evident in southeastern Minnesota, where large apartment projects are flourishing throughout the Twin Cities.

Even though the Twin Cities’ inflation rate is currently the lowest among major cities, it might not feel that way to residents, Schipper said.

“Because the CPI is so weighted toward housing, our overall numbers still looked really good, but those food prices went higher and stayed higher relative to other metro areas,” he said. “You’re going to have a hard time convincing people that inflation is getting better if their grocery store prices are still going up.”

Minneapolis resident Latoya Rogers isn’t feeling much price relief when she’s out getting groceries or buying other home goods. Aside from grabbing an item or two if she’s near a Target or a Cub grocery store, most of her shopping is done at Costco or Sam’s Club, she said.

“I budget a lot because things are so expensive these days,” she said during a quick run to Target in south Minneapolis. “Buying in bulk will last you longer.”

Still high, but doing better

At one point, the Atlanta-Sandy Springs-Roswell metro was America’s inflation hotspot.

Inflation soared in Atlanta for the reason it did in other cities in the South: The population grew, driven by Americans fleeing expensive coastal cities.

However, inflation in this metro area has come down steadily in the past year as supply and demand in the region’s housing market has come into better balance as migration into the city has slowed.

Atlanta notched an inflation rate of 5.8% in the 12 months ended in April — about half of the 11.7% peak it saw in August 2022.

“If you look at the data, housing inventory in Atlanta has increased quite a bit from a year ago, so there’s a lot more supply in the market, while the number of sales has been declining,” said Kaiji Chen, an economics professor at Emory University in Atlanta.

A drop in transportation costs also helped slow Atlanta’s inflation rate, he said.