

Agenda Item #: 35-1

AGENDA ITEM SUMMARY

[X]
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Regular Public Hearing

Submitted by: FIRE RESCUE

Motion and Title: Staff recommends motion to approve a grant agreement with the Solid Waste Authority of Palm Beach County (SWA).

Summary: On August 16, 2006, the SWA approved a grant agreement with the County that will provide \$1,575,715 to Palm Beach County Fire Rescue (PBCFR) to fund the Regional Hazardous Materials Response Teams. The revenue from the grant will be recorded in FY 2006 and will be used to offset future PBCFR's costs for the two County response teams as well as the municipal Response Teams in West Palm Beach, Delray Beach, and Boca Raton.

Background and Justification: Palm Beach County Ordinance #98-13 established Response Teams to provide responses, investigation and mitigation of hazardous substances. The SWA has previously provided funding to the County through an Interlocal Agreement for the Response Teams to provide emergency response in both the incorporated and unincorporated areas of Palm Beach County. (The SWA has determined that it will provide such assistance through a grant of monies to the County.) In consideration for the grant, the SWA shall have no financial obligation prior to FY 2008 to the County under the Interlocal Agreement between the parties.

Attachments:

- ## 1. Grant Agreement

RK Glynn

7/29/06

Date _____

Herman Price

Fire-Rescue Administrator

7-20-06

Date _____



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

	Fiscal Years 2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(1,575,715)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	(1,575,715)	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No

Budget Account No.: Fund 1300 Dept 440 Unit 4254 Rev. Source 4225
Reporting Category

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

 8-8-06
OFMB 8/8/06
8-8/06
B. Legal Sufficiency:

 8/8/06
Contract Dev. and Control
8/8/06
This Contract complies with our
contract review requirements.

 8-8-06
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

GRANT AGREEMENT

This Grant Agreement is made and entered into this ____ day of _____, 2006, by and between the SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a dependent special district, hereinafter referred to as AUTHORITY, and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WHEREAS, Palm Beach County Ordinance # 98-13 established Regional Hazardous Materials Response Teams (Response Teams) to provide responses, investigation and mitigation of releases of hazardous substances; and

WHEREAS, AUTHORITY has previously provided funding to COUNTY through an Interlocal Agreement for the Response Teams to provide emergency response in both the incorporated and unincorporated areas of Palm Beach County; and

WHEREAS, AUTHORITY has determined that it is in its best interest and consistent with its goals and objectives as set forth in its Special Act to provide immediate financial assistance to the COUNTY to finance the services of the Response Teams; and

WHEREAS, AUTHORITY has further determined that it will provide such assistance through a grant of monies to COUNTY.

NOW, THEREFORE, AUTHORITY and COUNTY agree as follows:

1. AUTHORITY shall provide COUNTY a grant in the amount of One Million, Five Hundred Seventy Five Thousand, Seven Hundred and Fifteen Dollars (\$1,575,715.00). AUTHORITY shall remit payment to COUNTY in one installment, for the Fiscal Year ending 2007, payable prior to October 1, 2006.

2. COUNTY acknowledges and agrees that, in consideration of the grant provided for herein, AUTHORITY shall have no financial obligation for FY 2007, to COUNTY pursuant to the Interlocal Agreement between the parties dated October 6, 1998, as amended in the First Amendment dated October 22, 2002, hereinafter collectively referred to as INTERLOCAL.

However, should the funds required hereunder not be provided to COUNTY by September 30, 2006, AUTHORITY shall continue to be obligated to provide the funding required under the INTERLOCAL to COUNTY for FY >06-07.

3. COUNTY shall work with selected municipalities to assure sufficient staffing, apparatus and equipment to provide four (4) Regional Hazardous Materials Response Teams in accordance with the standards established by the Regional Hazardous Materials Oversight Committee, hereinafter referred to as COMMITTEE. Each Response Team shall respond to and attempt to mitigate hazardous materials emergencies in accordance with the response zones established by the COMMITTEE.

COUNTY further agrees that emergency response and mitigation services shall be provided for all incorporated and unincorporated areas of Palm Beach County and that all Response Teams, upon request, shall serve all areas of Palm Beach County when necessary.

4. COUNTY shall distribute to the Response Teams the funds provided for hereunder in equal portions. For the purpose of calculating COUNTY=S maximum annual contribution to the municipal response teams pursuant to COUNTY=S agreements with those municipalities, the grant monies provided for hereunder shall be utilized to determine the Aannual funding level provided to the County by the Solid Waste Authority pursuant to Contract # R-98-1637D, as amended.

5. COUNTY shall provide access to COUNTY emergency response records for hazardous materials incidents upon request to AUTHORITY, provided, however that this provision shall not include access to or disclosure of health information protected under the Health Insurance and Portability Act of 1996 (HIPAA) or the regulations promulgated thereunder.

6. COUNTY shall be permitted to invoice, collect and retain all revenues from those persons and/or companies determined to have caused or to be responsible for a hazardous substance release.

7. LIABILITY. The parties to this Grant Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party or for any third party. Furthermore, nothing contained herein shall be construed as a waiver of either party(s) sovereign immunity or the assumption of liability in excess of that allowed under Section 768.28, Florida Statutes.

8. ASSIGNMENT OF RIGHTS. Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Grant Agreement to any other entity without the prior written consent of the other. Such consent shall not be withheld unreasonably.

9. RECORDS RETENTION. COUNTY and AUTHORITY shall maintain records associated with this Grant Agreement, including, but not limited to, all accounts, financial records, research and emergency response records, in accordance with Florida Law.

10. NOTICE. All notices required to be given under this Grant Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, to the following:

To COUNTY:

Fire-Rescue Administrator
Palm Beach County Fire-Rescue
50 So. Military Trail, Suite 101
West Palm Beach, FL 33415

To AUTHORITY:

Executive Director
Solid Waste Authority
7501 No. Jog Road
West Palm Beach, FL 33412

11. EQUAL OPPORTUNITY. COUNTY and AUTHORITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Grant Agreement.

12. CAPTIONS. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

13. SEVERABILITY. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Grant Agreement and the same shall remain in full force and effect.

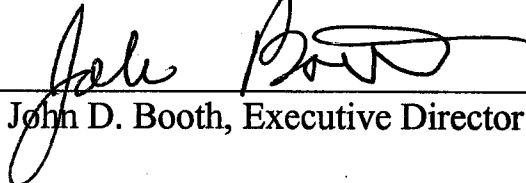
14. REMEDIES. This Grant Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Grant Agreement will be held in Palm Beach County.

15. ENTIRETY OF AGREEMENT. This Grant Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Grant Agreement. This Grant Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

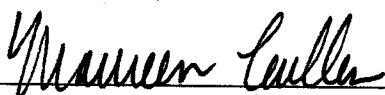
IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this Grant Agreement on the date first written above.

WITNESS:

SOLID WASTE AUTHORITY
OF PALM BEACH COUNTY

By: 
John D. Booth, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Maureen Cullen, General Counsel

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Fire-Rescue