

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: June 17, 2008 Consent Regular
 Workshop Public Hearing
Department:
Submitted By: Department of Airports
Submitted For:
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I. EXECUTIVE BRIEF

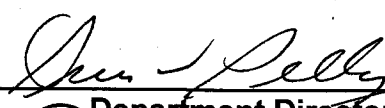

Motion and Title: Staff recommends motion to approve: Second Amendment to Access Agreement for Remedial Work (R-2006-1109), as amended, with Remediation and Liability Management Company, Inc. (REALM), extending the deadline for completion of remedial environmental work on the Palm Beach International Airport (PBIA) to June 20, 2010.

Summary: REALM is performing remedial environmental work at the former National Car Rental Facility located on PBIA pursuant to the Access Agreement for Remedial Work approved by the Board on June 20, 2006. The term was extended by Extension No. 1 (R-2007-1085) and is scheduled to expire on June 20, 2008. The Second Amendment will extend the term until June 20, 2010, allowing sufficient time for REALM to complete the necessary remedial work. **Countywide** (JB)

Background and Justification: The remedial environmental work being performed by REALM consists of groundwater cleansing and the installation and periodic sampling of monitoring wells associated with underground storage tanks (UST's) that were removed from the former National Car Rental Facility. Because General Motors (GM) operated the former National Car Rental Facility, GM is the responsible for environmental liability at the National Car Rental Facility. REALM is a subsidiary established by General Motors to manage environmental cleanup and remediation projects. There is no cost to the County for the remedial environmental work being performed by REALM, and this extension is being granted without charge to REALM.

Attachments:

1. Second Amendment to Access Agreement (3)

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20
Recommended By:  5/27/08
 Department Director Date
Approved By:  6/12/08
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> | <u>2012</u> |
|---|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| Operating Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

(See OFMB comments below)

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

No Fiscal Impact.

C. Departmental Fiscal Review: *Michael Simon*

III. REVIEW COMMENTS

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

THE FISCAL IMPACT IS INDETERMINABLE AT THIS TIME.

Sturllite 4-10-08
 OFMB
6/4/08 *6/9/08* *6/2/08*

John J. Jacoby
 Contract Dev. and Control
6/10/08

B. Legal Sufficiency:

James Bob
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

**SECOND AMENDMENT TO ACCESS AGREEMENT FOR REMEDIAL WORK
BETWEEN PALM BEACH COUNTY AND
REMEDICATION AND LIABILITY MANAGEMENT COMPANY, INC.**

This Second Amendment to Access Agreement for Remedial Work (this "Second Amendment") is made and entered into _____, 20____ by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Remediation and Liability Management Company, Inc., ("REALM") a Michigan corporation authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport (the "Airport") located in Palm Beach County, Florida; and

WHEREAS, the parties have entered into that certain Access Agreement for Remedial Work between COUNTY and REALM dated June 20, 2006 (R-2006-1109), as amended (the "Access Agreement"); and

WHEREAS, pursuant to the Access Agreement, REALM is conducting certain remediation activities on a portion of the Airport; and

WHEREAS, REALM has requested additional time to complete the remediation activities; and

WHEREAS, the parties hereto desire to amend the Access Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Second Amendment.
2. The parties hereby agree that Section 2 of the Access Agreement is hereby deleted in its entirety and replaced with the following:
 2. Term/Effective Date. This Agreement shall become effective when signed by the parties hereto and approved by the Board of County Commissioners ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall expire on June 20, 2010.
3. Except as specifically amended herein, all of the terms and conditions of the Access Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.
4. This Second Amendment shall become effective upon execution by the parties hereto.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above, and I, William J. McFarland as president of REALM hereby affirm I have full authority to execute this amendment on behalf of REALM.

ATTEST:

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

SHARON R. BOCK,
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: James Brub
County Attorney

By: Ann Kelly
Department Director

Witnesses:

REALM:

Remediation and Liability Management
Company, Inc.

Marilyn J. Dedyne
Signature

By: William J. McFarland
signature

Marilyn J. Dedyne
Print Name

William J. McFarland
printed name

Robert W. Hare
Signature

Its: President

ROBERT W. HARE
Print Name