Agenda Item #: **35-2** 

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## **AGENDA ITEM SUMMARY**

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======== Meeting Date: Department	August 19, 2008	[X] [ ]	Consent Workshop	[] []	Regular Public Hearing
Submitted For:	FIRE RESCUE				
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<b>Motion and Title:</b> Interlocal Agreement relating to funding fo to October 1, 2007.	Staff recommends with the City of Wes	s <b>motic</b> t Palm l	Beach (R99-119	93D, as	ond Amendment to the amended R2002-1933 nse Services retroactive
Authority (SWA) to Services Response for subsequent fisca disburses the fundin with the municipal reallow the County to teams and two Countresponse team; ther \$405,746.50. The cothe Second Amendr	partially fund the confeams. For fiscal years will be increased directly to the Coursesponse teams to dedisburse the funds to teams. The City coefore the payment to the Interlocation.	costs of ear 200 ased 3% inty. The fine the equally of West to the 6 the Sal Agree	the Regional 8, the funding a 6 annually. United County entering the county entering each of the county of West Palm Beach process of the county of West Palm Seement with the	Hazard Imount Inder the ered into s of each of the to ovides of alm Beach ptember	o) with the Solid Wasterlous Material (Hazmatis \$1,622,986. Funding the agreement, the SWA to separate agreement and to municipal response one Hazmat emergency ach for FY2008 will be 130, 2012. Approval of West Palm Beach withrough September 30
Background and Po	licy Issues:				
investigation and mitifor hazmat response provides two teams, Raton and Delray Bentered into agreemed Hazardous Material Stach of the teams a equally among each automatically renewellstells.	gation of releases of teams to be from the the City of West Pareach collectively propert (R98-1637D) with Services Response Talm Beach, Boca Raind to allow for the Coff the municipal respect for a period of first with the Cities expiraterlocal Agreement views to be from the services of the services of the municipal respectively.	hazarde le Coun alm Bea ovide of h the Si eams. ton and County ponse f ive year red on Si with the	ous substances ty and/or munic ch provides on ne team. On WA to partially The County als Delray Beach to disburse the teams. The cultrs, expiring on Ceptember 30, 2 City of West P	The Copposition of the Coppositi	Approval of the Second ach will extend the tern
Attachments:					
1. Second Amer Emergency R	ndment to Interlocal A esponse Services – ( =========	greeme City of V	ent for Funding Vest Palm Bead	of Haza h	rdous Materials
Recommended By:	Deputy Chie	<u>Dau</u> ef		Date	-08
Approved By:	Man L Fire-Rescue	Se Admir	nistrator	7- <i>j</i>	14-08
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# II. FISCAL IMPACT ANALYSIS

A.	Five Year Summa	ary of Fiscal Im	ipact:			
	ıl Years	2008	2009	2010	2011	2012
-	tal Expenditures ating Costs	\$1 622 08 <i>6</i>	 6 <b>4</b> 1 671 67	 76 <b>∜</b> 1. 721. 8	26 <sup>#</sup> 1,773,48	20#1 026 6
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	nd Match (County)	.y)				
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NE	T FISCAL IMPACT	本0	<b>#0</b>	#0	<b>#</b> O	<b>#0</b>
	DDITIONAL FTE					
PO	SITIONS (Cumulati	ve)				***************************************
is ite	m Included in Curr	ent Budget?	Ye	s <u>X</u> No		
Budg	jet Account No.:	Fund 130	0 Dept 440	_Unit_4245_	Obiect	
	,		o_ = opt : .o_			
В.	Recommended S	ources of Fund	ds/Summary	of Fiscal Imp	act:	
The S	Solid Waste Authorit		_	•		Fire-Rescue
will di	isburse these funds	in accordance v	vith the agree	ments with ea	ch of the munic	pipal Hazmat
-	onse teams, as follov	vs:				
	Beach County Palm Beach	(provides tw (provides o			311,493 105,746.50	
	Raton / Delray Bead				202,873.25 / <b>\$</b> 2	02,873.25
Fundi	ing for subsequent fi	scal years will b	e increased 3	s% annually.		
_	<b>.</b>	(	06/10/10	/n/		
C.	Departmental Fis	ical Review: _/	prof he	1/		
	III. REVIEW CON	IMENTS 0				
Α.	OFMB Fiscal and	l/or Contract D	ev. and Cont	rol Comment	s:	
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	Program OF	MB (1/28)	700 -	Contract D	ev. and Coptro	<u> </u>
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В.	Legal Sufficiency	<b>/</b> :		This amendment our review requir	•	
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	Assistant Count	V 8/12/08	<del>_</del>			
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C.	Other Daniel	4 Davider				
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	Departme	nt Director				

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

# Per 158-08

# SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR FUNDING OF HAZARDOUS MATERIALS EMERGENCY RESPONSE SERVICES BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH

THIS SECOND AMENDMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2008, to be effective September 30, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter the "County" and the CITY OF WEST PALM BEACH, a Florida municipal corporation, hereinafter the "City."

#### **WITNESSETH**

WHEREAS, the parties entered into that certain Interlocal Agreement by and between the County and the City (R99-1193D) dated July 13, 1999, as amended by the First Amendment (R2002-1933) dated October 22, 2002 (hereafter collectively referred to as the "Agreement"); and

WHEREAS, the Agreement provided for certain obligations relating to regional hazardous materials investigations and mitigation and funding for these services; and

WHEREAS, the parties wish to clarify the authority to modify the Hazmat Response Teams' boundaries; and

WHEREAS, the parties also wish to extend the Agreement and modify the termination provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

- 1. The facts set forth in the preamble to the Second Amendment are true and correct, and are hereby reaffirmed by the parties;
- 2. Effective September 30, 2007, the following sections of the Agreement are hereby amended as follows:
  - **Section 4.** Administration: The Regional Hazardous Materials Oversight Committee, as established by County Ordinance 98-13, <u>as amended and as may be amended</u>, shall oversee and monitor the Response Teams' performance of the services provided for in this Agreement.
  - Section 5. Services To Be Provided: The City shall provide within Zone 2, as identified in the Palm Beach County Regional Hazardous Materials Response Teams (PBCRHMRT) Standard Operating Procedures (attachment 1), as may be amended from time to time by the Regional Hazardous Materials Oversight Committee, hazardous materials emergency response and mitigation services, when necessary or requested by a responsible county or municipal public safety agency pursuant to the PBCRHMRT Standard Operating Procedures. The Regional Hazardous Materials Oversight Committee shall have the authority to review and unilaterally modify any of the response zones' boundaries, including the City's response zone, to promote the best response to the citizens of

<u>Palm Beach County.</u> The City <u>shall will</u> also provide backup response to the remaining three zones when requested pursuant to the PBCRHMRT Standard Operating Procedures.

# Section 7. County's Responsibilities

#### A. Funding:

The County agrees to provide annual funding to the City in the amount of \$300,000 for fiscal years 1999 through 2002. For FY 2003, the annual funding shall be \$350,000. The annual funding for each subsequent fiscal year shall be increased 3% over the previous year's funding level. However, the annual amount shall not exceed 25% of the annual funding level provided to the County by the Solid Waste Authority pursuant to Contract No. R98-1637D, as amended.

#### B. Payments:

The County shall remit payment to the City in two equal installments, payable on February 1, and May 1, of each fiscal year covered by this agreement. The City shall provide an invoice to the County no later than fifteen (15) days prior to each due date.

### C. Other Revenue:

Both parties acknowledge that, pursuant to PBC Ordinance 98-13, the County may invoice and collect revenues from those persons and/or companies determined to have caused or be responsible for a hazardous substance release. The County will provide this billing service upon receipt of required documentation, as provided in Regional Hazardous Materials Billing Procedures (attachment 2), as may be amended from time to time by the Regional Hazardous Materials Oversight Committee. In accordance with these procedures and to the extent permitted by Section 7.2, PBC Ordinance 98-13, regarding the exclusive use of such revenues, the County will disburse funds collected within sixty (60) days of receipt.

- Section 12. Termination and Renewal: The Agreement is hereby renewed for a five (5) year period commencing October 1, 2007. The term of this Agreement shall be for nine (9) years commencing on October 1, 1998. After the initial nine (9) year term, this agreement shall automatically renew for an five (5) year period, without further action of the parties, unless either party shall notify the other in writing of its intent not to renew. This notification shall be provided at least (60) days prior to the expiration date. This Agreement may shall not be terminated, with or without cause, by either party, at any time upon ninety (90) days written notice to the other party and the recommendation of the Regional Hazardous Materials Oversight Committee. Should either party terminate this Agreement prior to its expiration, then the City shall make a pro rata reimbursement to the County of payments made to the City hereunder, in proportion to the amount of time between the termination date and the expiration date of this Agreement. during its term or any renewal thereof, unless agreed to in writing by both parties and upon the recommendation of the Regional Hazardous Materials Oversight Committee. Should the Hazardous Materials Oversight Committee recommend termination of this agreement, it shall do so in writing to both parties.
- 3. Annual Appropriations: The County's performance and obligation to pay under the Agreement and this Second Amendment is contingent upon an annual budgetary appropriation by the Board of County Commissioners for the purposes hereunder and upon the County's annual receipt of funding from the Solid Waste Authority for this program.

- 4. Except as provided herein, all other terms and conditions of the Agreement, are hereby confirmed and shall remain in full effect; provided, however, that in the event of any conflict, inconsistency, or incongruity between the provisions of this Second Amendment and the provision of the Agreement, this Second Amendment shall control.
- 5. A copy of this Second Amendment shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment on the day and year first above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS			
By: Deputy Clerk	By:Addie L. Greene, Chairperson			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS			
By: Man Burrey County Attorney	By: So Oci			
ATTEST:	CITY OF WEST PALM BEACH, BY ITS CITY COMMISSION			
By: Lity Clerk	By: Mayor			

APPROVED AS TO FORM AND

**LEGAL SUFFICIENCY**