

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|--|---------------|---------------|---------------|---------------|---------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | \$1,622,986 | \$1,671,676 | \$1,721,826 | \$1,773,480 | \$1,826,684 |
| External Revenues | < 1,622,986 > | < 1,671,676 > | < 1,721,826 > | < 1,773,480 > | < 1,826,684 > |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | \$0 | \$0 | \$0 | \$0 | \$0 |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4245 Object _____

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

The Solid Waste Authority's obligation for FY2008 is \$1,622,986. Once received, Fire-Rescue will disburse these funds in accordance with the agreements with each of the municipal Hazmat response teams, as follows:

| | | |
|---------------------------|---------------------------------|-----------------------------|
| Palm Beach County | (provides two teams) | \$811,493 |
| West Palm Beach | (provides one team) | \$405,746.50 |
| Boca Raton / Delray Beach | (collectively provide one team) | \$202,873.25 / \$202,873.25 |

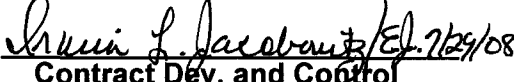
Funding for subsequent fiscal years will be increased 3% annually.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 7-28-08
 7/28/08 OFMB 

 7/29/08
 Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with our review requirements.

 8/12/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

Res 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, as amended and as may be amended, 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

Palm Beach County. The City ~~shall~~ will 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: *Sharon Bock*
 County Attorney

By: *S. Delai*
 Fire-Rescue

ATTEST:

CITY OF WEST PALM BEACH,
BY ITS CITY COMMISSION

By: *[Signature]*
 City Clerk

By: *[Signature]*
 Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
 City Attorney
MSB