

7/28/26
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	*				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in proposed Budget? Yes X No
Does this item include the use of federal funds? Yes No X
Does this item include the use of state funds? Yes No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____

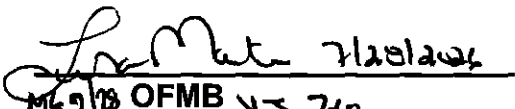
B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no direct fiscal impact associated with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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


M69/B OFMB 43 H22


Contract Dev. & Control
7-29-26 TA

B. Legal Sufficiency


Assistant County Attorney

C. Other Department Review

Department Director

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

Background And Justification (Continued):

Background And Justification: Section 320.03(6), Florida Statutes, was further amended to provide that an approved local Program is eligible to receive an additional twenty-five cents (25¢) from the fee for a total of seventy-five cents (75¢), provided the local Air Pollution Control Trust Fund has an unencumbered balance not exceeding 50% of the previous year's revenue allocation. It is estimated that the unencumbered balance at the end of the current FY will be less than 50% of the annual revenue thus making the County eligible to receive funding at the seventy-five cents (75¢) level. It is also estimated that annual tag fee revenues collected during FY 2026-2027 will provide sufficient funds for this budget.

Attachment 1

BUDGET SUPPORT INFORMATION - FISCAL YEAR 2026-2027

FUND AIR POLLUTION CONTROL TRUST FUND	DEPARTMENT FLORIDA DEPARTMENT OF HEALTH PALM BEACH COUNTY			DIVISION ENVIRONMENTAL PUBLIC HEALTH	
POSITION NO.	SALARIES	RATE	POSITION TITLE	Salary	Fringe
004029	\$50,891.00	0.40	Engineering Specialist III	\$21,741.30	\$9,209.20
27861	\$50,001.12	0.50	Environmental Specialist III	\$25,000.56	\$11,038.00
28932	\$126,444.24	0.60	Operations Consultant	\$24,626.00	\$19,957.20
29023	\$41,043.34	0.50	Environmental Administrator	\$52,981.76	\$29,061.50
30896	\$105,963.52	0.60	Accountant III	\$31,523.23	\$21,458.40
31287	\$39,385.84	0.40	Environmental Specialist III	\$19,067.15	\$8,627.20
45575	\$52,538.72	0.30	Environmental Manager	\$21,540.40	\$14,343.30
45576	\$51,193.00	0.48	Environmental Manager	\$32,991.75	\$19,858.56
45810	\$71,801.34	0.10	Biological Specialist III	\$5,100.29	\$2,229.40
49846	\$68,732.82	0.40	Engineering Specialist III	\$22,465.04	\$9,366.80
49849	\$48,573.98	0.30	Health Ed Pgm Consultant	\$14,300.36	\$6,470.40
58573	\$54,172.00	0.40	Eng. Specialist Supervisor III	\$24,435.42	\$15,870.80
64961	\$47,667.88	0.40	Environmental Specialist III	\$19,140.40	\$13,881.60
65377	\$61,088.56	0.40	Engineering Specialist III	\$20,647.95	\$8,971.20
68935	\$47,667.88	0.50	Environmental Specialist III	\$28,193.36	\$11,732.50
82738	\$51,619.88	0.20	Biological Speciaist IV	\$11,495.64	\$7,367.80
84874	\$56,386.72	0.50	Environmental Specialist III	\$27,564.94	\$18,164.00
82421	\$41,561.52	0.30	Environmental Specialist III	\$14,756.66	\$6,569.70
29768	\$57,478.20	0.15	Environmental Consultant	\$10,120.27	\$5,851.95
		SUB-TOTAL		\$427,693	\$240,030

Attachment 1

BUDGET SUPPORT INFORMATION - FISCAL YEAR 2026-2027

<u>FUND</u> AIR POLLUTION CONTROL TRUST FUND	<u>DEPARTMENT</u> FLORIDA DEPARTMENT OF HEALTH PALM BEACH COUNTY	<u>DIVISION</u> ENVIRONMENTAL PUBLIC HEALTH
ACCOUNT TITLE	EXPLANATION	BUDGET REQUEST
Travel & Training	Travel costs to attend meetings, conferences, and training courses. Employee development	\$3,500
Communications	Telephone, cellular phones, & pagers.	\$14,000
Utilities & Building Maintenance	Electric, water and waste disposal costs and building maintenance & security.	\$10,000
Office Supplies, Equip. Maintenance &	Costs related to office supplies, subscriptions, equipment maintenance, and service contracts for air	\$15,000
Motor Pool	Costs related to fuel and lease of vehicles.	\$24,000
Motor Pool	Costs related to repairs	\$4,000
Legal	Costs for Legal Services	\$10,000
Administrative Support	Administrative staff services	\$125,000
105 Match	Matching money required to receive Federal air program funding for FFY 2026-27 from EPA.	\$245,455
Indirect Expenses	Indirect Costs (10%)	\$66,772
	BUDGET TOTAL	\$517,727

Grant Total: \$1,185,450

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,
ADOPTING THE FY 2026-2027 BUDGET FOR THE AIR
POLLUTION CONTROL PROGRAM.**

WHEREAS, on August 21, 1984, the Board of County Commissioners entered into an agreement with the Department of Health Palm Beach County to continue an Air Pollution Control Program and establish an Air Pollution Control Trust Fund pursuant to Sections 403.182 and 320.03(6), Florida Statutes; and

WHEREAS, the Agreement requires the Health Department to submit a budget to the County on an annual basis; and

WHEREAS, the projected budget for the expenditure of monies deposited into the Air Pollution Control Trust Fund for FY 2026-2027 is as follows:

	Program Component	Annual Cost
1	Salary	\$427,693
2	Fringe	\$240,030
3	Travel & Training	\$3,500
4	Communications [Others]	\$14,000
5	Utilities & Building Main [Others]	\$10,000
6	Office Supplies, Equip. Maintenance & Repair	\$15,000
7	Motor Pool [Others]	\$24,000
8	Motor Pool (Others -Contract Svcs)	\$4,000
9	Legal Services	\$10,000
10	105 Match	\$245,455
11	Administrative Support	\$125,000
12	Indirect Costs (10%)	\$66,772
		\$ 1,185,450

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA** that the projected budget of the Air Pollution Control Program as set forth herein is hereby adopted, subject to final adoption of the Palm Beach County FY 2026-2027 Budget.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

SARA BAXTER, MAYOR

MARCI WOODWARD, VICE MAYOR

COMMISSIONER MARIA G. MARINO

COMMISSIONER GREGG K. WEISS

COMMISSIONER JOEL G. FLORES

COMMISSIONER MARIA SACHS

COMMISSIONER BOBBY POWELL JR.

The Mayor thereupon declared the Resolution duly passed and adopted the _____ day of _____, 2026.

**APPROVED AS TO FORM
& LEGAL SUFFICIENCY**

**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

Michael Caruso, Clerk & Comptroller

BY: 
County Attorney

BY: _____
Deputy Clerk

ATTACHMENT 3
RESOLUTION NO. R-84-1196

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA APPROVING THE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE PALM BEACH COUNTY HEALTH DEPARTMENT AND AUTHORIZING THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS TO ESTABLISH THE AIR POLLUTION CONTROL TRUST FUND PURSUANT TO FLORIDA STATUTE 320.03(6)

WHEREAS, Palm Beach County recognizes the need for the control of air pollution; and

WHEREAS, Palm Beach County currently has in effect an Environmental Control Ordinance, Ordinance No. 78-5, as amended, which provides for the adoption by reference of all State Air Pollution rules; and

WHEREAS, the Air Pollution Control Program in the Health Department is an approved and certified program in accordance with S.403.182, Florida Statutes; and

WHEREAS, Florida Statute 320.03(6) authorizes the establishment of a local Air Pollution Control Trust Fund with the monies deposited in said fund to be used only for Air Pollution Control programs relating to the control of emissions from mobile sources and toxic and odor emissions, air quality monitoring, and facility inspections pursuant to Florida Statute 320.03(6) or the Palm Beach County Environmental Control Ordinance.

WHEREAS, it is necessary for the parties to enter into a contractual agreement to delineate their responsibilities and obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

The above statements are hereby affirmed and the Palm Beach County Health Department Air Pollution Control Program is authorized to act as the local Air Pollution Control Program on behalf of Palm Beach County, and the Clerk of the Board of County Commissioners is authorized to accept and transfer funds from the Department of Environmental Regulation Air Pollution Control Trust Fund to a County Air Pollution Control Trust Fund for the support of such a program in accordance with Florida Statute 320.03(6).

Be it further resolved that the agreement between Palm Beach County and the Palm Beach County Health Department, a copy of which is attached hereto and made a part hereof, is approved and the Chairman and Clerk of the Board of County Commissioners are hereby authorized to execute said contract on behalf of Palm Beach County.

The foregoing Resolution was offered by Commissioner Wilken who moved its adoption. The motion was seconded by Commissioner Koehler and being put to a vote, the vote was as follows:

KEN SPILLIAS	Aye
DOROTHY WILKEN	Aye
PEGGY B. EVATT	Aye
DENNIS P. KOEHLER	Aye
BILL BAILEY	Aye

The Chairman thereupon declared the Resolution duly passed and adopted this 21st day of August 1984.

PALM BEACH COUNTY, FLORIDA, BY IT
BOARD OF COUNTY COMMISSIONERS

JOHN B. DUNKLE, CLERK

By: Paul H. Compton
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

William J. Thomas
County Attorney

AN AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE PALM BEACH COUNTY HEALTH DEPARTMENT FOR
THE CONTROL OF AIR POLLUTION

THIS AGREEMENT, made and entered into at West Palm Beach, Florida, on this 21st day of August 1984, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and the PALM BEACH COUNTY HEALTH DEPARTMENT, a Health Unit of the State Department of Health and Rehabilitative Services, hereinafter referred to as "Health Department".

WHEREAS, the County desires to establish an Air Pollution Control Program; and

WHEREAS, the Health Department Air Pollution Control Program is an approved program in accordance with S.403.182, Florida Statutes; and

WHEREAS, Florida Statute 320.03(6) authorizes the establishment of a local Air Pollution Control Trust Fund with the monies deposited in said fund to be used only for Air Pollution Control programs, relating to the control of emissions from mobile sources and toxic and odor emissions, air quality monitoring, and facility inspections pursuant to Florida Statute 320.03(6) or the Palm Beach County Environmental Control.

NOW THEREFORE, in consideration of the premises and the mutual premises and undertakings contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The County will adopt the existing Health Department Air Pollution Control Program as the approved local Air Pollution Control Program specified in Florida Statute 320.03(6)
2. The Health Department will administer said local program in accordance with the mandates set forth in Florida Statute 320.03(6); Florida Statute 403; and the Palm Beach County Environmental Control Ordinance.
3. The County shall establish a local Air Pollution Control Trust Fund in accordance with Florida Statute 320.03(6).
4. The County shall disburse monies from said Trust Fund to the Health Department, and the Health Department will utilize and account for said funds, in accordance with the provisions of

Florida Statute 320.03(6), Florida Administrative Code Chapter 17-2.820, and generally accepted accounting procedures and principles Exhibit 1 is attached hereto as a summary example of the accounting procedure to be utilized.

5. The Health Department will submit semi-annual written reports to the County setting forth the goals, objectives and accomplishments of the Local Air Pollution Control Program.

6. The Health Department shall submit a proposed budget to the County on an annual basis, the first of which is attached hereto as Exhibit 2 and made a part hereof.

7. This agreement shall become effective on the date last signed by the parties below.

8. This agreement may be terminated by either party upon 30 days written notice given by either party to the other prior to the proposed date of termination.

9. Health Department shall indemnify and hold harmless County from liability of any kind, including cost expenses for or on account of any suits, actual or threatened, or damages arising out of acts of its employees or program participants during the period of this agreement.

IN WITNESS WHEREOF, the parties have caused this two page agreement to be executed by their officials thereunto duly authorized.

PALM BEACH COUNTY HEALTH
DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA

BY: C. L. Brumback, M.D.
Director
per Julius J. [unclear]

BY: Ken Spillman
Chairman

JOHN B. DUNKLE, CLERK

BY: Ruth H. Compton
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Henry P. [unclear]
COUNTY ATTORNEY

R2020 1385

**FIRST AMENDMENT
TO AN AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE DEPARTMENT OF HEALTH PALM BEACH COUNTY
FOR THE CONTROL OF AIR POLLUTION**

SEP 15 2020

THIS FIRST AMENDMENT is made as of the _____ day of _____ 2020, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the State of Florida Department of Health, Palm Beach County, hereinafter referred to as a DOH, collectively referred to as the Parties.

WITNESSETH:

WHEREAS, on August 21, 1984, the Parties entered into An Agreement for the Control of Air Pollution wherein the COUNTY and DOH agreed that DOH would administer the COUNTY's local Air Pollution Control Program specified in Section 320.03(6), Florida Statutes; and

WHEREAS, the Parties desire to amend the agreement to conform the language of the indemnification provision in that agreement to current language.

NOW THEREFORE, the parties mutually agree that the Contract is amended as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **PARAGRAPH 9** is hereby replaced in its entirety with the following:

9. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless DOH against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and DOH shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of DOH'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY, and the State of Florida Department of Health, Palm Beach County have hereunto set their hand the day and year above written.

ATTEST:

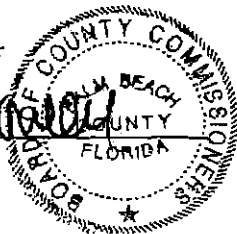
R2020 1385 SEP 15 2020

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY

Deputy Clerk



BY

Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Don Buford
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

Nancy L. Bolton
Nancy Bolton, Assistant County Administrator

STATE OF FLORIDA DEPARTMENT OF
HEALTH, PALM BEACH COUNTY

Alina Alonso
DR. ALINA ALONSO, DIRECTOR