

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: June 5, 2007 (X) Consent () Regular
() Workshop () Public Hearing
Department
Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 6 to Florida Department of Environmental Protection (DEP) Contract No. GC510 for activities in the Pollutant Storage Tank Compliance Verification Program (PSTCVP).

Summary: On September 2, 1997, the Board of County Commissioners (BCC) approved the current ten (10) year contract (R97-1136D) with the DEP for PSTCVP activities. The Contract expires September 30, 2007. Amendment No. 6 changes the completion date of the Contract to June 30, 2007. Countywide (SF)

Background and Justification: The DEP wants to have all of the Compliance Verification Program Contracts on the state fiscal year of July 1 through June 30. There is a new ten (10) year Contract (DEP Contract No. GC680) from July 1, 2007, through June 30, 2017, pending execution. Task Assignments are calculated on an annual basis. Task Assignment No. 10 of Contract No. GC510 is currently in effect through June 30, 2007.

- Attachments:**
1. Amendment No. 6 (Exhibit "I")
 2. Amendment No. 5
 3. Amendment No. 4
 4. Amendment No. 3
 5. Amendment No. 2
 6. Amendment No. 1

=====
Recommended by:

Richard E. Walsby
Department Director

5/17/07
Date

Approved by:

Robert W. Weisman
County Administrator

5/30/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 RSRC _____
 Program _____

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

There is no fiscal impact associated with this item.

DEP Contract No. GC510, Task Assignment No.10 for \$596,047.92 is in effect.

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

<p><i>John Buh</i> 5.24/07 _____ OFMB 5/24/07</p>	<p><i>John J. Jacobowitz</i> _____ Contract Development and Control 5/25/07</p>
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B. Legal Sufficiency:

Mano Jyo

 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

DEP CONTRACT NO. GC510
AMENDMENT NO. 6

THIS CONTRACT as entered into on the 2nd day of September, 1997, and amended on the 16th day of March, 1999, the 27th day of July, 1999, the 19th day of June, 2001, the 25th day of February, 2003, and on the 22nd day of June, 2004, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "CONTRACTOR") is hereby amended.

WHEREAS, the Department desires to have all of its County Compliance Verification Program Contracts run parallel to the state fiscal year of July 1 through June 30; and,

WHEREAS, a new Contract is being executed with the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS which will run parallel with the state fiscal year; and,

WHEREAS, both parties are in agreement that this Contract should be terminated.

NOW, THEREFORE, the Contract is hereby amended as follows:

The TERM OF CONTRACT section is hereby revised to change the completion date of the Contract to June 30, 2007.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

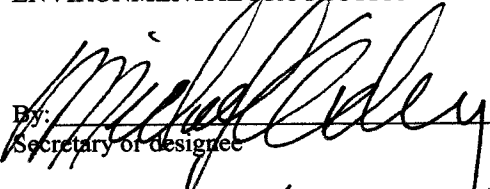
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Title: Addie L. Greene, Chairperson

Date: _____

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

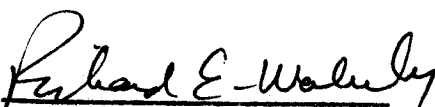
By: 
Secretary of designee

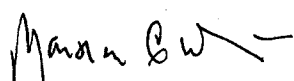
Date: 4/23/07


Marshall Mott-Smith, DEP Contract Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


DEP Contracts Administrator


APPROVED AS TO TERMS
AND CONDITIONS.

Approved as to form and legality:

DEP Attorney

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THIS CONTRACT as entered into on the 2nd day of September, 1997, and amended on the 16th day of March, 1999, the 27th day of July, 1999, the 19th day of June, 2001, and on the 25th day of February, 2003, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "CONTRACTOR") is hereby amended as follows:

-- Paragraph No. 16 of the CONTRACTOR RESPONSIBILITIES section is hereby replaced in its entirety with the following:

16. Provide a Statement of Revenue, Expenses and Fund Balance, utilizing Guidance Document I for the period of the executed Task Assignment within 45 days of payment of the final invoice. If the CONTRACTOR fails to timely provide a Statement of Revenue, Expenses and Fund Balance within the 45 day period, the CONTRACTOR will be assessed a five percent (5%) penalty based on the current Task Assignment amount. The penalty amount will be subtracted from Invoice Number 12 in the current Task Assignment Year. The CONTRACTOR is still obligated to provide the Statement of Revenue, Expenses and Fund Balance to the DEP even if the CONTRACTOR provides this statement after the 45 day deadline and is assessed the five percent (5%) penalty.

-- Paragraph No. 18 of the CONTRACTOR RESPONSIBILITIES section is hereby replaced in its entirety with the following:

18. Acknowledge receipt of the following guidance documents:
 - a. Storage Tank Penalty Guidelines and Assessments Memo
 - b. Storage Tank Program Guidance Memo on Post Inspection Procedures
 - c. Pollutant Storage Tank Closure Assessment Requirements
 - d. Storage Tank and Contamination Monitoring System Guidelines
 - e. Storage Tank Facility Compliance Inspection Report Form and Database Entry Forms
 - f. Compliance Verification Program Local Program Review Form
 - g. Contractual Services Invoice
 - h. Level of Effort Memo
 - i. Guidance Document for Preparing Year End Financial Statements

The CONTRACTOR agrees that the services required under this Contract shall be performed in accordance with the above listed Guidance Documents and as those documents maybe amended from time to time.

-- Paragraph No. 21 of the CONTRACTOR RESPONSIBILITIES section is hereby replaced in its entirety with the following:

21. The CONTRACTOR shall submit a satisfactory corrective action plan to the Task Manager upon notification of a score below seventy-five (75) on the Program Review within fourteen (14) calendar days of Notification of the score. Because a score below 75 reflects an unacceptable level of performance, if the CONTRACTOR receives a score below 75, a penalty of eight point three percent (8.3%) of the current Task Assignment amount will be assessed. The penalty amount will be subtracted from Invoice Number 12 in the current Task Assignment Year.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

-- The CONTRACTOR RESPONSIBILITIES section is hereby revised to include the following provision as paragraph no. 23:

23. If the CONTRACTOR's fund balance (see paragraph no. 16 above) amount exceeds its current year Task Assignment amount by ten percent (10%) or less, the CONTRACTOR may retain the surplus provided that such surplus must be used pursuant to the provisions of this Contract, the Task Assignment and Section 376.3071, F.S. If the CONTRACTOR's fund balance exceeds its current year Task Assignment amount by more than ten percent (10%), the CONTRACTOR shall refund to the DEP any and all amounts in excess of ten percent (10%) of the Task Assignment amount. However, if the CONTRACTOR submits to the DEP, with the Fund Balance Report (See paragraph 16 above), a written proposal to retain the funds that exceed the ten percent (10%) of the Task Assignment, the DEP at its sole discretion, will determine whether the CONTRACTOR may retain the funds that exceed the Task Assignment by more than ten percent (10%).

-- Guidance Document I, Guidelines for Preparing Year End Financial Statement, is attached hereto and made a part of the Contract.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

[Signature] JUN 22 2004
By: _____
Title: Karen T. Marcus, Chair

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

[Signature]
By: _____
Secretary or designee

Date: 4/6/04

R2004 1457

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]
Richard E. Walesky, Director
Environmental Resources Management

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

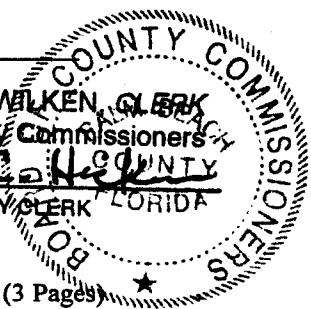
[Signature]
Marshall Mott-Smith, DEP Contract Manager

[Signature]
DEP Contracts Administrator

Approved as to form and legality:

[Signature]
DEP Attorney

DOROTHY H. WILKEN, CLERK
Board of County Commissioners
By: [Signature]
DEPUTY CLERK
FLORIDA



List of attachments/exhibits included as part of this Amendment:

Specific Type	Letter/Number	Description (include number of pages)
Guidance Document	I	Guidelines for Preparing Year End Financial Statement (3 Pages)

GUIDANCE DOCUMENT I

GUIDELINES FOR PREPARING YEAR END FINANCIAL STATEMENT

The following guidelines were developed to serve as a convenient reference to those responsible for preparing the Annual Fiscal Year End Financial Report as required by paragraph 16 of the Compliance Contracts.

Before completed financial reports are submitted, each line item on the current and previous reports should be compared for consistency and reviewed for accuracy. If a previous report had an incorrect entry(ies), an amended financial report must also be submitted.

SECTION I

Enter the date the financial report was prepared, and the period covered by the report. If the period covered is not a full year, cross out the inappropriate months and enter the correct dates. This would usually only apply to the first year of the contract if the signing had not occurred on or before July 1. If the contract were ended prior to it's maturity, it may be necessary to cross out the ending month of June 30.

Enter the contract number and the task assignment number.

SECTION II

Section II includes all income from the Department of Environmental Protection (DEP) for the contract's task as noted in Section I.

Line 1. The amount entered on this line should be equal to the carry forward balance (Section IV Line 14) from the previous financial report. If it does not, provide an explanation unless the prior balance was a negative number, in which case no explanation is necessary. If the report is for the first task assignment of a new contract, the amount would usually be zero (0). If there is a carry forward from a previous **contract**, enter that amount and provide an explanation. The explanation should include any agreement for the carry forward, together with a plan for the use of the carry forward funds. Any plan should include expected execution dates. Do not enter a negative balance on this line. If the previous report balance is negative or zero, enter a zero (0).

Line 2. Enter the amount of funds invoiced and paid by DEP for the task identified in Section I.

Line 3. Enter the amount of funds invoiced but not yet paid by DEP for the task identified in Section I.

Line 4. Total lines 2 and 3. The amount on this line should equal the amount of the task assignment. If it does not, provide an explanation.

Line 5. Total lines 1 and 4.

SECTION III

Section III includes all expenses related to work for the contract's task identified in Section I. Retain supporting expense documentation for audit verification.

Line 6. Enter the total of salaries, wages, and benefits paid for work related to the task identified in Section I. Include full time employees, part time employees, and any pro-rated amounts for executive and support functions that are charged to this contract.

Line 7. Enter the total amount spent for travel expense related to the task identified in Section I. Include vehicle expense related to travel for meetings and training but not routine travel or maintenance.

Line 8. Enter the total amount for purchases of equipment, when the cost is equal to or greater than \$1,000.00, and is related to the task identified in Section I. Keep a list of equipment for audit verification. If the purchase is capitalized and depreciated over time, enter the year's depreciation charge and provide a copy of Attachment F, Property Reporting Form, or an explanation that includes the name of the equipment, the amount of purchase, serial or identifying numbers or marks, the depreciation method, and expected life of the equipment.

Line 9. Enter the total of vehicle expenses not already entered on Line 7. This includes fuel, maintenance, repairs, and insurance.

Line 10. Enter all other expenses incurred for work related to the task identified in Section I, and not entered on any other line of this report. Include INDIRECT COSTS. Indirect costs are defined as costs not directly associated with the task assignment work, but are necessary for ongoing work related to the Contract. For example: rent, utilities, oversight by executive management, personnel, and accounting.

Line 11. Total lines 6 through 10.

SECTION IV

Line 12. Enter the amount shown on line 4, Section II.

Line 13. Enter the amount shown on line 11, Section III.

Line 14. Subtract line 13 from line 12 and enter the result on line 14.

Line 15. Enter the amount shown on line 5, Section II.

Line 16. Enter the amount shown on line 11, Section III.

Line 17. Enter the balance after subtracting line 13 from line 12. If this amount is more than ___% of funds received and due from DEP as reported on Line 4, provide a plan for the usage of the funds, and estimate when the usage will occur.

SECTION V

Printed name and signature of the person responsible for the submission of the financial report.

YEAR END FINANCIAL STATEMENT
(Contractor Name)

SECTION I

Statement Preparation date.....
Year (or period) Covered by Report:.....July 1, _____ thru June 30, _____
Contract Number GC _____ Task Assignment Number _____.

SECTION II, INCOME

Line
1. Beginning Balance from prior year\$ _____
2. Funds received from DEP.....\$ _____
3. Invoices submitted not yet paid..... _____
4. Total received and due from DEP.....\$ _____
5. Total Income and carryforward from prior years.....\$ _____

SECTION III, EXPENSES

6. Salary and Benefits.....\$ _____
7. Travel..... _____
8. Equipment Purchased..... _____
9. Vehicle Expenses..... _____
10. All other Expenditures..... _____
11. Total Expense for this contract, this fiscal year.....\$ _____

SECTION IV, RECAP

12. Total income for task year from line 4.....\$ _____
13. Total expenses for task year from line 11..... _____
14. Current year task balance.....\$ _____
15. Total income from line 5.....\$ _____
16. Total expense from line 11..... _____
17. FUNDS BALANCE (Carryforward to next Task Assignment).....\$ _____

- Do not carry forward negative balances.
- Attach plan and schedule for use of Funds if balance is more than 10 % of Line 4, total received from DEP.
- Section 376.3071, F.S. prohibits the use of Inland Protection Trust Fund monies for purposes other than those specified in that section.

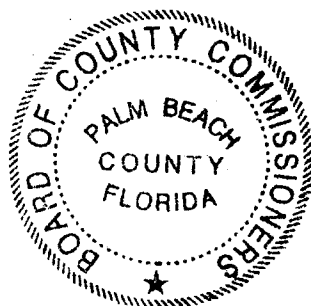
SECTION V

Printed name _____

Signature _____ Title _____ Date _____

DEP Contract No. GC510, Guidance Document I, Page 3 of 3

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on June 22, 2004
DATED at West Palm Beach, FL on 6-24-04
DOROTHY H. WILKEN, Clerk
By: Quide C. Hickman D.C.



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R2003 0290 FEB 25 2003

DEP CONTRACT NO. GC510
AMENDMENT NO. 4

THIS CONTRACT as entered into on the 2nd day of September, 1997, and amended on the 16th day of March, 1999, the 27th day of July, 1999, and on the 19th day of June, 2001, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "CONTRACTOR") is hereby amended as follows:

- SCOPE OF SERVICES section, paragraph 2, is hereby deleted in its entirety and replaced with the following:
 2. Perform Level Three Enforcement actions. These actions shall include initiation and completion of administrative and judicial enforcement actions as lead agency as described in Attachment A-1. Enforcement documents including consent orders, notices of violation, and final orders shall be completed and enforced under the CONTRACTOR's ordinances. Level Three Enforcement activities shall be conducted by an individual(s) in a position equivalent to an Environmental Specialist II level or higher. Noncompliance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or higher. All enforcement documents shall be in DEP format, or have DEP approval. To perform Level Three Enforcement activities the CONTRACTOR shall adopt Chapter 62-761, F.A.C. as their own county ordinances. If penalties are received from county enforcement activities, the CONTRACTOR shall reimburse the Department of Environmental Protection the costs of any inspections needed beyond the initial reinspection.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Title: Karen T. Marcus, Chair

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

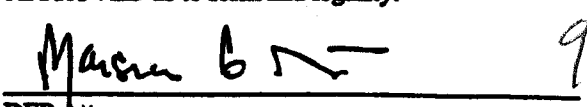
By: 
Secretary or designee

Date: 12/23/02


DEP Contracts Administrator

APPROVED as to form and legality:


Approved as to form and legal sufficiency


DEP Attorney

Attachment 4

R2001 0940

DEP CONTRACT NO. GC510
AMENDMENT NO. 3

111N 1 9 2001

THIS CONTRACT as entered into on the 2nd day of September, 1997, and amended on the 16th day of March, 1999, and on the 27th day of July, 1999, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "CONTRACTOR") is hereby amended as follows:

-- Scope of Services is hereby deleted in its entirety and replaced with the following:

SCOPE OF SERVICES

The Department hereby retains the CONTRACTOR for the following specific purposes and duties:

1. Perform compliance inspections at the following Chapter 376, Florida Statutes (F.S.) facilities: storage facilities regulated pursuant to Sections 376.30 - 376.317, F.S. (excluding cattle dip vats, dry cleaning facilities and designated brownfields) and Rule 62-761, Florida Administrative Code (F.A.C.), including mineral acid tanks regulated by the DEP in accordance with Sections 376.320 - 376.326, F.S. and Rule 62-761.890, F.A.C. Perform compliance inspections within the jurisdictional (geographical) boundaries of, including facilities registered to, Palm Beach County as required by an executed Task Assignment(s). In addition, perform closure, installation, discharge inspections, and re-inspections, as applicable, in accordance with each Task Assignment. Inspections shall be performed by an individual(s) in a position equivalent to an Environmental Specialist I level or higher. Beginning on the effective date of this Contract, the CONTRACTOR is authorized to enter private property in order to carryout inspections pursuant to Sections 403.091 and 403.858, Florida Statutes.

Site inspection responsibilities shall include:

- A. Contacting facility owners or operators, in writing or verbally to schedule compliance, installation and tank closure inspections. The DEP Task Manager may require written notification of inspections if verbal methods have proved unsatisfactory.
- B. Meeting with the owners or operators of all regulated facilities in Palm Beach County and determining compliance with Chapter 62-761, F.A.C., and Chapter 376, F.S., with the exception of CONTRACTOR-owned/operated facilities. Inspections should be performed in accordance with each executed Task Assignment in the following priority order:
 1. Perform a discharge inspection at all facilities with known or suspected discharges involving free product within twenty-four (24) hours of receipt of notification. Send Cleanup Notification letter to facility owners or operators.
 2. Perform a discharge inspection at all facilities with known or suspected discharges within ten (10) working days of receipt of notification. Send Cleanup Notification Letter to facility owners or operators, if appropriate.
 3. Perform all Closure Inspections at all known storage tank system closure activities.
 4. Perform all installation inspections of new installations in Palm Beach County to ensure that the system is properly installed and constructed in accordance with the applicable provisions of Chapter 62-761, F.A.C.
 5. Perform routine compliance inspections and required re-inspections at facilities listed on each executed Task Assignment. The list will include all facilities with at least one regulated system.

6. The CONTRACTOR will perform routine compliance inspections and required re-inspections of facilities listed on each executed Task Assignment based on resources and priorities. Facilities not inspected during the current executed Task Assignment must be inspected during the subsequent Task Assignment.
7. Re-inspections should be performed only as needed to verify compliance of items previously identified as having a moderate or major potential for harm to the environment or a moderate or major extent of deviation from regulations, as referenced in the Storage Tank Penalty Guidelines and Assessments Memo (Guidance Document A) and Appendix A of the Storage Tank & Contamination Monitoring System Guidelines (Guidance Document D). All violations, regardless of severity, which solely involve notification or reporting, will not require a re-inspection. The CONTRACTOR may not perform an indicated re-inspection if the CONTRACTOR and the Department's Task Manager agree it is unwarranted.
- C. Distribute registration forms to all unregistered facilities that become known to the CONTRACTOR as they are discovered, perform compliance inspections at all unregistered facilities found that are subject to Chapter 62-761 and 62-762, F.A.C., and take appropriate measures where required to obtain compliance.
- D. Complete inspection forms (Guidance Document E) in accordance with the minimum standards referenced in Guidance Document D.
- E. Respond to complaints by performing a complaint investigation, documenting actions taken utilizing a DEP Task Manager approved complaint response form, and maintain copies of all complaint information in the appropriate facility file.
- F. Respond to requests for public assistance both in the office and during inspections.
2. Perform Level One Enforcement actions. These actions shall include investigation and documentation of violations, preparation of noncompliance letters and warning letters and related activities as described in Attachment A-1 and in accordance with the Storage Tank Program Guidance memo on Post Inspection Procedures (Guidance Document B) and Level of Effort Memo (Guidance Document H). Level One enforcement activities shall be conducted by an individual(s) in a position equivalent to an Environmental Specialist II level or higher. Noncompliance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or higher. All enforcement documents shall be on DEP forms, in DEP format, or have DEP approval. Any penalties assessed under this Contract shall be in accordance with DEP's penalty policy and procedures. If there is any indication that enforcement actions are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan. The Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision.
3. The CONTRACTOR shall assess performance levels monthly to determine its progress towards completion of each Task Assignment and upon discovery shall notify the DEP Task Manager of any problems that would delay or prevent the timely progress and completion of each Task Assignment. Four months from the effective date of each Task Assignment, the CONTRACTOR should have completed 33 percent of the required routine compliance inspections as indicated by the Task Assignment. If the actual number of required routine compliance inspections falls below 20 percent for the fourth month, 30 percent for the fifth month, 40 percent for the sixth month, 48 percent for the seventh month, 57 percent for the eighth month, 65 percent for the ninth month, 73 percent for the tenth month, or 82 percent for the eleventh month, then the CONTRACTOR shall submit a Corrective Action Plan, within ten (10) days of receipt of a written request from the DEP Task Manager, to the DEP Task Manager describing the steps it will take to meet the terms of the Task Assignment. If there is any indication that other required inspections are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan. The DEP Task

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DEP

2011 JUN 20 10:35

Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision. If the CONTRACTOR does not successfully implement the Plan as approved by the DEP Task Manager for the remaining months of the Task Assignment, the Department may withhold further payment of monthly invoices until such time as the CONTRACTOR comes into compliance with those performance levels as outlined above. A completion rate of 100 percent is required for those activities described in paragraph 1, above, and as set forth in the Task Assignment. In the event the CONTRACTOR is unable to meet 100% performance levels set forth in the Task Assignment, the Department reserves the right to seek cost recovery according to the percentage of the amount identified in the executed Task Assignment, unless failure of the CONTRACTOR to perform is documented to be beyond the foreseeable control of the CONTRACTOR (i.e. a force majeure event).

4. For purposes of this Contract, it is understood and agreed by the parties hereto that the first Task Assignment issued may be for a period of less than twelve (12) months. In instances where an executed Task Assignment is for a period less than twelve (12) months, the following method will be used by the CONTRACTOR to assess performance monthly: The CONTRACTOR shall perform inspections as directed in the previously stated Priority Order. The rate of routine inspections shall be at the percentage rate per month as identified in the Task Assignment. The CONTRACTOR shall assess performance levels monthly to determine its progress towards completion of the Task Assignment. If there is any indication that other required inspections are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan. The Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision.

To assist the CONTRACTOR in complying with the terms and conditions established herein, standard program terminology used throughout this Contract is defined and provided in Attachment A-1, attached hereto and made a part hereof.

It is hereby understood and agreed that all references in this Contract to Florida Statutes, Florida Administrative Code, and guidance documents shall be for the laws, rules, and guidance documents in effect at the time work is performed by the CONTRACTOR.

The Department shall authorize the CONTRACTOR to provide services under this Contract utilizing the Task Assignment Form attached hereto and made a part hereof as Attachment B. The CONTRACTOR acknowledges that no work shall be performed until a Task Assignment authorizing work has been fully executed by the Department and the CONTRACTOR. If, during the term of an executed Task Assignment, a modification of the Task Assignment is needed, the Department may issue a new Task Assignment Form clearly marked with the original task number and the appropriate amendment number, detailing the revised description of the work to be performed. As with the original Task Assignment, all amendments must be executed by both the Department and the CONTRACTOR prior to the work being performed.

CONTRACTOR RESPONSIBILITIES section is hereby revised to include the following provisions as paragraphs 21 and 22, respectively:

21. The CONTRACTOR shall submit a satisfactory corrective action plan to the Task Manager upon notification of a score below seventy-five (75) on the Program Review within fourteen (14) calendar days.
22. The CONTRACTOR shall not allocate funding to non-program activities outside the Scope of the Contract or Task Assignment. The CONTRACTOR acknowledges the provisions of Sections 376.3071 and 376.11, F.S., prohibit the use of Inland Protection Trust Fund and Florida Coastal Protection Trust Fund moneys for purposes other than those specified in those sections.

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MANAGEMENT section is hereby revised to include the following provision as paragraph 14:

- 14. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its web site. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.

Attachment A is hereby deleted in its entirety and replaced with Attachment A-1. All references in the Contract to Attachment A are hereby revised to read Attachment A-1.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed, the day and year last written below.

R2001 0940

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS JUN 19 2001

By: W. Newell
Title: Warren H. Newell, Chairman

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Secretary or designee

Date: 5-17-01

[Signature]
Approved as to terms and conditions

[Signature]
DEP Contracts Administrator

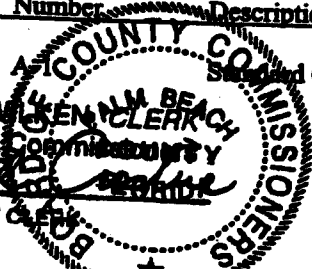
[Signature]
Approved as to form and legal sufficiency

Approved as to form and legality:
[Signature]
DEP Attorney

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Standard Contract Definitions (6 Pages)

DOROTHY H. WILKINSON
Board of County Commissioners
By: [Signature]
DEPUTY CLERK



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ATTACHMENT A-1

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Storage Tank Program
Local Government Contracting

Standard Contract Definitions

Clean Closure Review Letter

A letter sent by the CONTRACTOR to storage tank system owners notifying them that their Closure Assessment Report has been reviewed and that no cleanup is required based on the data submitted.

Cleanup Notification Letter

A letter sent by the CONTRACTOR based on the review of Closure Assessment Reports or Discharge Inspections informing owners of their responsibility to proceed with a cleanup of their site in accordance with Chapter 62-770, F.A.C., or wait for Department authorization to proceed with cleanup in accordance with Section 376.30711, Florida Statutes (F.S.).

Closure Event

The closure of a tank(s) or component(s) from a single excavation or location (Aboveground Storage Tank) during a continuous time period.

Closure Inspection

An inspection performed during or after a storage tank system closure event in order to determine if the system was closed in accordance with Department rules. Additional site visits may be needed to complete the closure inspection form for a closure event. No compliance inspection will be performed at a closed facility after a closure inspection.

Complaint

An expression of dissatisfaction received by DEP or local government personnel from a person who is concerned about a storage tank system installation, removal, operation, or contamination situation.

Complaint Investigation

All work associated with responding to verbal or written complaints and inquiries including the investigation and reporting of possible violations of storage tank system rules and suspected releases. The CONTRACTOR shall conduct complaint investigations for any complaints received from any source or as requested by the Department. The investigation should include a complete and thorough Chapter 62-761, F.A.C. inspection for regulated facilities as appropriate. Inspection results for regulated and unregulated facilities should be written on a FDEP Storage Tank Facility Compliance Inspection Report Form.

Complaint Referral

If it is determined to be beyond the scope of authority of the CONTRACTOR, a complaint may be referred to the Department District Office or other appropriate agency. The referrals shall include copies of all forms and documented findings of the investigation as required by the Department.

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Compliance Verification Program

A locally administered program for the inspection of storage tanks as authorized in 376.303(1)(a) F.S. The purpose of this program is to determine and enforce compliance with Chapter 62-761, F.A.C.

Compliance without Enforcement (CWOE)

A return to full compliance without formal enforcement. Full compliance can be verified through a re-inspection, closure or installation inspection, receipt of records in the county office, or the receipt of any other information, through the mail, during a meeting or a site visit, that indicates a facility, previously determined to be out-of-compliance is now in-compliance. Once a case has been referred to the Department's District Office for formal enforcement, it is no longer a CWOE.

CONTRACTOR-owned Facility

A regulated facility which is owned or directly controlled by the CONTRACTOR.

Discharge Inspection

An inspection performed by the CONTRACTOR as a result of a notification of a discharge from a regulated facility or a potentially regulated facility. A compliance inspection where a discharge is initially noted will only be counted as a compliance inspection and a Discharge Report Form inspection would not be required. A discharge discovered at any other time would require a separate inspection within ten (10) working days of reporting.

Discharge Prevention & Response Certificate (DPRC)

A certificate issued by the CONTRACTOR, in accordance with Sections 376.011-376.21, F.S., and Rule 62N-16, F.A.C., on behalf of the Department and shall be valid for 12 months after date of issuance. The CONTRACTOR will inspect the terminal facility for accuracy of information provided by the owner or operator and that the owner or operator is operating in accordance with the above-mentioned rule and statutes.

Ecosystems Management and Restoration Trust Funds

Any fund with disbursements made in a manner consistent with the intent of Section 403.1651, Florida Statutes.

Environmental Specialist I

An Environmental Specialist I must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the discretion of the Department based on the tenure of professional experience in a directly related field.

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Environmental Specialist II

An Environmental Specialist II must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and two years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and one year of professional experience as described above; or
- A doctorate degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- One year of experience as an Environmental Specialist I with the State of Florida; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the discretion of the Department based on the tenure of professional experience in a directly related field.

Environmental Specialist III

An Environmental Specialist III must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and three years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and two years of professional experience as described above; or
- A doctorate degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- Two years of experience as an Environmental Specialist I or higher with the State of Florida; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the discretion of the Department based on the tenure of professional experience in a directly related field.

Environmental Supervisor II

An Environmental Supervisor II must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and three years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and two years of professional experience as described above; or
- A doctorate degree in one of the physical or natural sciences or engineering; or
- Two years of experience as an Environmental Specialist I or higher with the State of Florida; or
- Professional experience in environmental protection, regulation of health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

An Environmental Supervisor II must supervise at least two professional environmental positions to be classified as an Environmental Supervisor II. If this criterion is not met, the position must be classified as an Environmental Specialist III (see requirements above).

Note: Substitutions for qualified personnel can be made at the discretion of the Department based on the tenure of professional experience in a directly related field.

Facility Closure Inspection

A closure inspection where all remaining, regulated, storage tank systems are being permanently closed and no routine compliance inspection has been conducted thus far in the current task assignment year, nor will be necessary later in the task assignment year. The facility has been identified in the Facility Inventory List.

Installation Inspections

The initial inspections performed at new facilities at the time of installation in order to determine if the storage systems will be installed in accordance with Department rules.

Large Regulated 62-761 Facilities

A registered facility with eight or more regulated aboveground storage tank systems or eight or more underground storage tank systems storing regulated substances that are either in-service, temporarily out-of-service, or unmaintained including bulk product facilities, bulk terminals and groups of facilities with a single DEP registration number.

Level 1 Enforcement

The minimum level of enforcement responsibility that a local government must perform as part of the Compliance Verification Program. The Department has the responsibility for the lead in enforcement actions. The CONTRACTOR shall follow department enforcement guidelines and updates thereto as specified in the DEP Enforcement Manual. The CONTRACTOR is responsible for:

1. Issuing Noncompliance and Warning Letters.
2. Conducting or participating in informal compliance or technical meetings with owner/operators to resolve violations.
3. Documentation of phone calls, meetings, etc., to prepare enforcement referrals to the Department.
4. On site inspections and re-inspections.
5. Testifying at hearings, witnessing as requested.

Level 2 Enforcement

A mid-level enforcement effort where the CONTRACTOR is a partner in the enforcement lead and that requires the CONTRACTOR to have previously performed Level 1 enforcement for at least one year to the satisfaction of the Department. The CONTRACTOR must perform the following additional actions:

1. Preparation of Case Reports.
2. Participation at hearings, depositions, and formal and informal meetings as requested by DEP.
3. Participation in penalty calculations.
4. Preparation of draft Consent Orders, Notices of Violations, and Formal Orders.
5. Enforcement inspections as requested.

Level 3 Enforcement

The highest level of enforcement for a contracted local government where the CONTRACTOR has the enforcement lead and enforcement is carried out under the CONTRACTOR's ordinance. The CONTRACTOR must also:

1. Take the lead in the discovery process.
 2. Be responsible for judicial remedies, including the determination of civil penalties, injunctive relief, and assessment of damages.
 3. Complete Consent Orders, Notices of Violation, and Final Orders.
 4. Perform post judgment enforcement activities.
 5. Obtain inspection warrants as needed.
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Non-compliance Letter

A letter sent to a facility owner/operator after discovery of a violation or problem at a facility.

Other Administrative/Judicial Actions

Notices of Violation, Consent Orders, and Administrative and Judicial Actions.

Public Assistance

Public assistance includes all work related to providing technical, regulatory and other information to citizens, government officials, associations, planning councils, and consultants in order to implement the storage tank program for above and underground storage tank systems. Examples include rule interpretation meetings or calls, speeches, presentations, and meetings with local officials.

Regulated 62-761 Facilities

A regulated facility, which has at least one storage tank system that stores a regulated substance that is either in-service, temporarily out-of-service, or unmaintained, and includes federal facilities.

Registered Improperly Closed Facility

A facility with one or more storage tank systems, which have been registered as being closed, where there is no information or confirmation regarding the closure. If there are regulated active tanks at this facility it should be counted under the regulated or large regulated Chapter 62-761 facilities category. These facilities should only be inspected once and are normally only counted during the first contract year if applicable.

Re-inspection

A follow-up inspection performed by the CONTRACTOR to verify correction of noncompliance items requiring verification at the site for storage tank system rules. Re-inspections are required for all violations identified as having a moderate or major potential for harm to the environment and a moderate or major extent of deviation from the regulations, as referenced in the Storage Tank Penalty Guidelines and Assessments Memo. All violations, regardless of severity, involving notification or reporting will not require a re-inspection.

Routine Compliance Inspection

An inspection performed at a Chapter 62-761, F.A.C. regulated facility during the contract period, for which a Storage Tank Facility Compliance Report Inspection Form has been completed. Routine compliance inspections do not include enforcement-related re-inspections.

1. Unregistered Facility Compliance Inspection

A routine compliance inspection conducted at a site that contains one or more petroleum storage systems that are regulated under Chapter 62-761 and has not been registered with DEP as a regulated facility.

2. Mineral Acid Tank Inspection

An inspection conducted at a storage tank facility regulated by DEP under Sections 376.320 – 376.326, F.S. and shall be conducted in accordance with Chapter 62-761.890, F.A.C. and Section 403.091, F.S.

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Secretary Specialist

One year of secretarial or office clerical experience and attainment of a typing score of at least 35 correct words per minute on the typing test administered by an office of the Job Service of Florida, the state employment service of another state, or the central personnel agency of another state. Possession of a Certified Professional Secretary Certificate; or College education can substitute at the rate of 30 semester or 45 quarter hours for the year of required experience; or Vocational/technical training in the area of secretarial science or office/business studies can substitute at the rate of 720 classroom hours for the year of required work experience; or A high school diploma or its equivalent can substitute for the one year of work experience.

Warning Letter

A formal letter sent certified mail to a facility owner/operator when violations have not been resolved as a result of a noncompliance letter or if the violation merits more stringent enforcement. These letters should follow a format approved by DEP's Office of General Counsel.

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ATTACHMENT B

**Florida Department of Environmental Protection
Task Assignment Notification Form**

Contract No. _____ Task No. _____ Amendment No. _____ Date _____

Performance Period: Effective the Date of Execution of the Task Assignment or _____ whichever is later and shall remain in effect until _____.

Description: (Additional Pages May be Utilized)

Payment schedule:

Task Managers:

DEP Task Manager: _____ Phone: _____
Contractor Task Manager: _____ Phone: _____

Authorization:

_____	_____
DEP Contract Manager	Date
_____	_____
Contractor's Contract Manager	Date
_____	_____
DEP Budget Representative	Date

Funding

ORGANIZATION CODE	BO	OBJECT CODE	MODULE	SPECIAL CATEGORY	YR	AMOUNT

Notes:

CC: DEP Contracts (MS 93)
Finance & Accounting, Contracts Disbursement Section (MS 78) - 2 Copies
DEP Task Manager
Contractor Task Manager

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R99 1358D

DEP CONTRACT NO. GC510
AMENDMENT NO. 2

JUL 27 1999

THIS CONTRACT as entered into on the 2nd day of September, 1997, and amended on the 16th day of March, 1999, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "CONTRACTOR") is hereby amended.

WHEREAS, the Department repealed Chapter 62-762, Florida Administrative Code effective July 13th, 1998; and,

WHEREAS, several of the attachments included as part of the Contract have been revised as guidance documents and are subject to change periodically; and,

WHEREAS, modification of the general provisions of the Contract are necessary due to program changes.

NOW, THEREFORE, the parties hereto agree to the following:

- All references to Chapter 62-762, Florida Administrative Code, are hereby deleted.
- Paragraph 1.B of the SCOPE OF SERVICES section is hereby replaced in its entirety with the following:
 - B. Meeting with the owners or operators of all regulated facilities in Palm Beach County and determining compliance with Chapter 62-761, F.A.C., and Chapter 376, Florida Statutes, with the exception of CONTRACTOR-owned/operated facilities. Inspections should be performed in accordance with each executed Task Assignment in the following priority order:
 1. Perform a discharge inspection at all facilities with known or suspected discharges involving free product within twenty-four (24) hours of receipt of notification. Send Cleanup Notification letter to facility owners or operators.
 2. Perform a discharge inspection at all facilities with known or suspected discharges within ten (10) working days of receipt of notification. Send Cleanup Notification Letter to facility owners or operators, if appropriate.
 3. Perform all Closure Inspections at all known storage tank system closure activities.

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4. Perform all installation inspections of new installations in Palm Beach County to ensure that the system is properly installed and constructed in accordance with the applicable provisions of Chapter 62-761, F.A.C.
 5. Perform routine compliance inspections and required re-inspections at facilities listed on each executed Task Assignment. The list will include all facilities with at least one regulated system.
 6. The CONTRACTOR will perform routine compliance inspections and required re-inspections of facilities listed on each executed Task Assignment based on resources and priorities. Facilities not inspected during the current executed Task Assignment must be inspected during the subsequent Task Assignment.
 7. Re-inspections should be performed only as needed to verify compliance of items previously identified as having a moderate or major potential for harm to the environment or a moderate or major extent of deviation from the regulations, as referenced in the Storage Tank Penalty Guidelines and Assessments Memo (Guidance Document A) and Appendix A of the Storage Tank & Contamination Monitoring System Guidelines (Guidance Document D). All violations, regardless of severity, which solely involve notification or reporting, will not require a re-inspection. The CONTRACTOR may not perform an indicated re-inspection if the CONTRACTOR and the Department's Task Manager agree it is unwarranted.
- Paragraph 1.D of the SCOPE OF SERVICES section is hereby replaced in its entirety with the following:
 - D. Complete inspection forms (Guidance Document E) in accordance with the minimum standards referenced in Guidance Document D.
 - Paragraph 2 of the SCOPE OF SERVICES section is hereby replaced in its entirety with the following:
 2. Perform Level One Enforcement actions. These actions shall include investigation and documentation of violations, preparation of noncompliance letters and warning letters and related activities as described in Attachment A and in accordance with the Storage Tank Program Guidance Memo on Post Inspection Procedures (Guidance Document B) and Level of Effort Memo (Guidance Document H). Level One enforcement activities shall be conducted by an individual(s) in a position equivalent to an Environmental Specialist II level or higher. Noncompliance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or higher. All enforcement documents shall be on DEP forms, in DEP format, or have DEP approval. Any penalties assessed

under this Contract shall be in accordance with DEP's penalty policy and procedures.

- Paragraph 3 of the SCOPE OF SERVICES section is hereby replaced in its entirety with the following:
 3. The CONTRACTOR shall assess performance levels monthly to determine its progress towards completion of each Task Assignment and upon discovery shall notify the DEP Task Manager of any problems that would delay or prevent the timely progress and completion of each Task Assignment. Four months from the effective date of each Task Assignment, the CONTRACTOR should have completed 33 percent of the required routine compliance inspections as indicated by the Task Assignment. If the actual number of required routine compliance inspections falls below 20 percent for the fourth month, 30 percent for the fifth month, 40% percent for the sixth month, 48 percent for the seventh month, 57 percent for the eighth month, 65 percent for the ninth month, 73 percent for the tenth month, or 82 percent for the eleventh month, then the CONTRACTOR shall submit a Corrective Action Plan, within ten (10) days of receipt of a written request from the DEP Task Manager, to the DEP Task Manager describing the steps it will take to meet the terms of the Task Assignment. If there is any indication that other required inspections are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan. The DEP Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision. If the CONTRACTOR does not successfully implement the Plan as approved by the DEP Task Manager for the remaining months of the Task Assignment, the Department may withhold further payment of monthly invoices until such time as the CONTRACTOR comes into compliance with those performance levels as outlined above. A completion rate of 100 percent is required for those activities described in paragraph 1, above, and as set forth in the Task Assignment. In the event the CONTRACTOR is unable to meet 100% performance levels set forth in the Task Assignment, the Department reserves the right to seek cost recovery according to the percentage of the amount identified in the executed Task Assignment, unless failure of the CONTRACTOR to perform is documented to be beyond the foreseeable control of the CONTRACTOR (i.e. a force majeure event).
- Paragraph 1 of the CONTRACTOR RESPONSIBILITIES section is hereby revised to read as follows:
 1. Administer the compliance verification program, provide technical assistance, and perform enforcement actions. Enter into STCM and PCTS related data generated from the inspections under the direction of the DEP prior to the submittal of an invoice and yellow copies of the compliance verification forms to the District.

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- Paragraph 12 of the **CONTRACTOR RESPONSIBILITIES** section is hereby revised to read as follows:

12. Perform all clerical and data entry activities for the above mentioned tasks, by an individual at a minimum equivalent to a Secretary Specialist level or higher. Data entry will be performed in accordance with the Storage Tank & Contamination Monitoring System Guidelines and meet the time frame established in the Reports and Deliverables section of this Contract.

- Paragraph 18 of the **CONTRACTOR RESPONSIBILITIES** section is hereby revised to read as follows:

18. Acknowledge receipt of the following guidance documents:

- A. Storage Tank Penalty Guidelines and Assessments Memo
- B. Storage Tank Program Guidance Memo on Post Inspection Procedures
- C. Pollutant Storage Tank Closure Assessment Requirements
- D. Storage Tank & Contamination Monitoring System Guidelines
- E. Storage Tank Facility Compliance Inspection Report Form and Database Entry Forms
- F. Compliance Verification Program Local Program Review Form
- G. Contractual Services Invoice
- H. Level of Effort Memo

The **CONTRACTOR** agrees that the services required under this Contract shall be performed in accordance with the above listed guidance documents and as those documents may be amended from time to time.

- Paragraph 8 of the **DEP RESPONSIBILITIES** section is hereby revised to read as follows:

8. At least once annually, perform a Program Review using the Compliance Verification Program Local Program Review Form (Guidance Document F). The **CONTRACTOR** shall be notified, in writing, at least fourteen (14) calendar days prior to performance of such review. The DEP Task Manager may perform additional program reviews, as deemed necessary, to insure the required performance of the **CONTRACTOR**.

- The **REPORTS AND DELIVERABLES** section of the Contract is hereby revised to read as follows:

In an effort to conserve and recycle natural resources, the **CONTRACTOR** shall submit all reports and correspondence generated under this Contract on recycled paper.

The **CONTRACTOR** shall complete the appropriate section(s) of the Storage Tank Facility Compliance Inspection Report Form and Database Entry Forms (Guidance Document E) for each facility inspected. The **CONTRACTOR** shall send copies to the DEP Task Manager's

attention at the Florida Department of Environmental Protection, Southeast District Office, Storage Tank Regulation Section, P.O. Box 15425, West Palm Beach, Florida 33416-5425, on a monthly basis, and enter this information, along with enforcement tracking information, into the DEP computer database by the 10th day of the following month. The yellow copy of all compliance verification forms completed each month shall be submitted along with the invoice to the DEP-District Office no later than the 15th day of the following month. If the 15th falls on a weekend or State observed holiday, the CONTRACTOR shall submit the required information no later than the next business day following the weekend or holiday.

The DEP Task Manager shall verify the number of compliance verification inspection forms received and entered into the STCM database before the monthly invoice is forwarded to the Bureau of Petroleum Storage Systems in Tallahassee, Florida for processing. The DEP has ten (10) working days from the receipt of all deliverables and reports to review the work performed by the CONTRACTOR during the invoice period. If the CONTRACTOR fails to perform as directed by the terms of this Contract, the DEP shall return the unpaid invoice and/or reports and deliverables to the CONTRACTOR documenting the areas in which the CONTRACTOR has failed to meet its contractual obligations.

- The PAYMENTS section of the Contract is hereby revised to read as follows:

The CONTRACTOR shall submit monthly invoices in the amount specified in the executed Task Assignment. Each invoice shall be submitted using the Contractual Services Invoice form provided as Guidance Document G. Each invoice is due no later than the 15th day of the month following the month of services. Travel expenses associated with the annual meeting, Storage Tank Program Guidance Meetings, Tanks Program Supervisor's Meetings, and travel required for inspections, enforcement re-inspections, district coordination, training and monthly teleconferences are included in the monthly payment schedule and no additional travel expenses will be authorized. Each invoice must be submitted in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days of the completion date of the end of the executed Task Assignment to assure the availability of funding for payment. The DEP shall pay all satisfactory invoices in accordance with Section 215.422, Florida Statutes. Two copies of each invoice shall be submitted to:

Department of Environmental Protection
Southeast District Office
Attn: *Send to the DEP Task Manager's Attention*
P.O. Box 15425
West Palm Beach, Florida 33416-5425

Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned

to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/488-2924 or 1-800-848-3792.

In accordance with Section 215.422, Florida Statutes, the Department shall pay the CONTRACTOR, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), by Comptroller's Memorandum No. 11 (1998-99) dated December 2, 1998, has been set at 10% per annum or .02740% per day. The revised interest rate for each calendar year beyond 1999 for which the term of this Contract is in effect can be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the Department's Contracts Section at 850/922-5942.

- The following attachments are hereby deleted in their entirety.
 - ⇒ Attachment C, Pollutant Storage System Compliance Inspection Verification Program Review (7 pages)
 - ⇒ Attachment D, Pollutant Storage Tank System Inspection Report Form (9 pages)
 - ⇒ Attachment E, Florida Petroleum Liability and Restoration Insurance Program Checklist (2 pages)
 - ⇒ Attachment F, Contractual Services Invoice Form (4 pages)

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

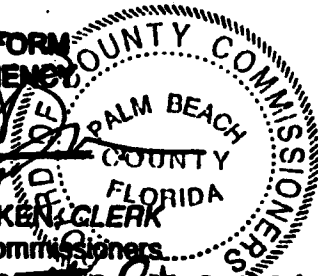
By: Manda Ford Lee
Title: Chair, Palm Beach County Board of County Commissioners
Date: JUL 27 1999

By: M.V. McT-Smith for Mike Sale
Secretary or designee
Date: 21 Jun 99

R99 1358D

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
County Attorney
DOROTHY H. WILKEN
Board of County Commissioners
By Carl Zettlmeier
DEPUTY CLERK



[Signature]
DEP Contracts Administrator

Approved as to form and legality:

[Signature]
DEP Attorney

Attachment 6

R99 427 D MAR 16 1999
DEP CONTRACT NO. GC510
AMENDMENT NO. 1

THIS CONTRACT as entered into on the 2nd day of September, 1997, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the DEP) and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the CONTRACTOR) is hereby amended as follows:

- SCOPE OF SERVICES section, Paragraph 1.B.5 is hereby revised to read as follows:

Perform routine compliance inspections and required re-inspections at facilities listed on each executed Task Assignment. This list will include all facilities with at least one single-walled regulated system. In addition, the list will include all facilities with only double-walled regulated systems wherein one of the following is the case: 1) the previous year's compliance inspection resulted in an evaluation of "significant out-of-compliance"; 2) the facility is listed currently as "historical out-of-compliance"; or 3) there is no current evaluation result for the facility ("activity missing").
- SCOPE OF SERVICES section, paragraph 1.B.6 is hereby revised to read as follows:

The CONTRACTOR will perform routine compliance inspections and required re-inspections of facilities listed on each executed Task Assignment based on resources and priorities. The list provided with each executed Task Assignment will include double-walled facilities wherein the previous year's compliance inspection resulted in an evaluation of "minor out-of-compliance" or "in-compliance". Facilities not inspected during the current executed Task Assignment will be prioritized to be inspected during the subsequent Task Assignment.
- SCOPE OF SERVICES section, paragraph 1.B.7 is hereby created and shall read as follows:

Re-inspections should be performed only as needed to verify compliance of items previously identified as having a moderate or major potential for harm to the environment and a moderate or major extent of deviation from the regulations, as referenced in the Storage Tank Penalty Guidelines and Assessments Memo (12/1/95) and Appendix A of the Storage Tank & Contamination Monitoring System Guidelines (11/20/97). All violations, regardless of severity, which solely involve notification or reporting will not require a re-inspection. An indicated re-inspection may not be performed by the CONTRACTOR if the CONTRACTOR and the DEP's Task Manager agree it is unwarranted.
- CONTRACTOR RESPONSIBILITIES section, paragraph 12 is hereby revised to read as follows:

Perform all clerical and data entry activities for the above mentioned tasks, by an individual equivalent to a Secretary Specialist level or higher. Data entry will be performed in accordance with the Storage Tank & Contamination Monitoring System Guidelines (11/20/97) and meet the time frame established in the Reports and Deliverables section of this Contract.
- CONTRACTOR RESPONSIBILITIES section, paragraph 18 is hereby revised to include the additional reference document listed below as item e.
 - c. Storage Tank & Contamination Monitoring System Guidelines (11/20/97)
- CONTRACTOR RESPONSIBILITIES section is hereby revised to include the following provisions as paragraphs 19 and 20, respectively.
 - 19. The DEP may provide equipment for the CONTRACTOR to use under this Contract. Equitable and beneficial title to the property may transfer to the CONTRACTOR, upon delivery of possession and custody by the DEP, and acceptance of delivery by the CONTRACTOR. However, if the CONTRACTOR fails to perform its obligations under this Contract, title of the equipment shall revert to the DEP, and the CONTRACTOR shall deliver possession and custody of all such equipment to the

nearest DEP District Office location, unless agreed otherwise, within thirty (30) calendar days of Contract termination. If the CONTRACTOR satisfactorily performs its obligations under this Contract, legal title of the equipment will vest, and the CONTRACTOR will hold entire title to the property. The CONTRACTOR is responsible for the upkeep and maintenance of all equipment purchased by the DEP for the CONTRACTOR, such equipment shall be used solely for performing the requirements of this Contract. The CONTRACTOR has an affirmative duty to maintain the equipment in good operating condition, and to replace the equipment with equivalent equipment if it is stolen or lost, until the date that entire title vests. Documentation identifying the equipment, serial number(s) and cost per item, in addition to evidence of the parties transferring and receiving the equipment will be required at the time of the transfer of possession and custody. In addition, the CONTRACTOR, as custodian, shall maintain an adequate record of property in his or her custody, shall take an annual inventory of all such equipment, and shall report to the DEP any changes to the inventory record. Such report should be filed on or before June 30 each year. The CONTRACTOR shall submit a written request to the DEP prior to disposing of any property provided under this Contract. The DEP will review such request and provide written authorization to the CONTRACTOR, either granting the request or requiring an alternative form of disposition. The CONTRACTOR must receive the written authorization prior to disposing of the property.

20. Access to DEP databases will be made by using an Internet connection. Therefore, the CONTRACTOR is responsible for subscribing to and paying for all charges related to use of the services of a reputable Internet service provider.

- Attachment F, Page 4 of 4 is hereby replaced with Attachment F, Page 4 (Revision No. 1) of 4.

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In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, the day and year last written below.

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Maudie Ford Lee
Title: Chair Maudie Ford Lee MAR 16 1999

By: M. V. Mott-Smith, Chief OPES
Secretary or designee

Date: _____

Date: 2/3/99

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

M. V. Mott-Smith
DEP Contract Manager

By: Dorothy H. Wilken
DEPUTY CLERK

Glenn D. Halpern
DEP Contracts Administrator



Approved as to form and legality:
M. V. Mott-Smith
DEP Attorney

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>F</u>	<u>Contractual Services Invoice Form - Replacement Page for Page 4 of 4 (1 Page)</u>

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Monica D...
County Attorney

R 11 4 21 D

PORS Report Form

Invoice No.:	Contractor:	Period of Service:
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1.	District:
2.	County(ies) Authority:
3.	Contract No. GC
4.	Task Report Designated # of Routine Compliance Priority Inspection:

PRIORITY INSPECTIONS:		Month	YTD Totals
5.	Priority Task Report Compliance Inspections:		
	a. *Priority Task Report Discharge Inspections:		
	b. **Priority "Facility" Closure Inspections:		
	Total Priority Inspections (5.a. and 5.b.)		
6.	Installation Inspections:		
7.	Other Closure Inspections:		
8.	Other Discharge Inspections:		
9.	Noncompliance Re-inspections:		
10.	Unregistered Facility Compliance Inspections:		
	Total Other Priority Inspections (6, 7, 8, 9, and 10):		

NON-PRIORITY INSPECTIONS:		Month	YTD Totals
11.	Non-Priority Task Report Compliance Inspections:		
12.	Non-Priority Task Report Re-inspections:		
13.	Non-Regulated Site Inspections:		
	Total Inspections (Priority and Non-priority):		

OTHER:		Month	YTD Totals
14.	Non-compliance Letters:		
15.	Warning Letters:		
16.	Consent Orders:		
17.	Cleanup Notification Letters:		
18.	Other Program Correspondence:		
19.	Other Administrative/Judicial Actions:		
20.	Case Referrals Completed:		
21.	Public Assistance:		
22.	Speeches or Presentations:		
23.	Closure Assessment Reports Reviewed:		
24.	Installation/Removal Certification Forms Received:		
25.	Complaints Received:		
26.	Complaints Investigated:		
27.	Complaints Referred:		
28.	Compliance Without Enforcement:		

*	This category is marked when a Discharge Inspection is conducted at a facility that requires a priority routine compliance inspection, but where the Discharge Inspection is conducted prior to the routine compliance inspection. The Discharge Inspection shall be a complete inspection and a subsequent routine compliance inspection will not be necessary. A FPLRIP Checklist for any discharge inspections may not be required after 1/1/99.
**	This category is marked when a Closure Inspection is conducted, related to the closure of all the storage tank systems, at a facility that requires a priority routine compliance inspection, but where the Closure Inspection is conducted prior to the routine inspection. A subsequent routine compliance inspection is not necessary.

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