

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** August 18, 2015

(X) Consent                      ( ) Regular  
( ) Workshop                    ( ) Public Hearing

**Department**

**Submitted By:**                      Environmental Resources Management  
**Submitted For:**                      Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

**A) ratify** the signature of the Director of the Department of Environmental Resources Management (ERM) for Amendment No. 001 to Agreement No. S0485 with the Florida Department of Environmental Protection (FDEP). The Amendment provides funding for the County to perform contamination cleanup activities in accordance with the Petroleum Contamination Site Cleanup Program (PCSCP) effective July 1, 2015 until June 30, 2016; and

**B) authorize** the County Administrator, or his designee, to sign all future time extensions, task assignments, change orders to task assignments, certifications, and other forms associated with this amendment, and necessary minor amendments that do not substantially change the scope of work, terms or conditions of this agreement.

**Summary:** On January 12, 2010, the BCC approved an agreement (R-2010-0095) with FDEP authorizing the County to perform contamination cleanup activities in Palm Beach County on behalf of the State. The agreement would have expired June 30, 2015. Given that the state budget approval process was delayed, the amendment was not provided until June 30, 2015. The Director of ERM signed the amendment on June 30, 2015 thereby extending the Agreement. Under the amendment, the County, through ERM, will continue administering the program for the period of July 1, 2015 through June 30, 2016. On an annual or semi-annual basis, FDEP will issue task assignments to the County for specific job tasks necessary to carry out cleanup services at the local level. Countywide (SF)

**Background and Justification:** In April 1988, the BCC approved the first in a series of contracts with the FDEP to administer the PCSCP. The program involves project management and technical review services at over 1,500 sites in the County contaminated by discharges of petroleum products. County responsibilities include site management, development of a Scope of Work, review of technical deliverables such as site assessment reports, remedial action plans, operation and maintenance reports, review of contractor invoices, site inspection and contractor oversight, document maintenance, and enforcement of state petroleum contamination cleanup regulations.

**Attachments:**

1. Amendment No. 001

<b>Recommended by:</b>		
	<b>Department Director</b>	<b>Date</b>
<b>Approved by:</b>		
	<b>County Administrator</b>	<b>Date</b>

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Capital Expenditures</b>	_____	_____	_____	_____	_____
<b>Operating Costs</b>	_____	_____	_____	_____	_____
<b>External Revenues</b>	_____	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b> *	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget?</b>			<b>Yes</b> _____	<b>No</b> _____	
<b>Budget Account No.:</b>	<b>Fund</b> _____	<b>Department</b> _____	<b>Unit</b> _____	<b>Object</b> _____	
	<b>Program</b> _____				

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

\* No fiscal impact until new a Task Assignment is issued.

**C. Department Fiscal Review:**

*S. Nemy*

**III. REVIEW COMMENTS**

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

<i>[Signature]</i>	<i>[Signature]</i>
OFMB <i>7/24</i> <i>7/27</i> <i>7/27</i> <i>7/27</i>	Contract Development and Control <i>8/5/16</i>

**B. Legal Sufficiency:**

*[Signature]*  
 \_\_\_\_\_  
 Assistant County Attorney

DEP AGREEMENT NO. S0485  
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 12<sup>th</sup> day of January, 2010, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended. JMR 6/20/15

WHEREAS, the Department is in need of petroleum contamination site cleanup related services in ~~Martin and St. Lucie~~ <sup>Palm Beach</sup> counties and the Grantee has agreed to provide the services; and, JMR

WHEREAS, the Grantee has requested a time extension in order to complete petroleum contamination site cleanup related services as retained by the Department; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- All references in the Agreement and Attachments to the following are hereby replaced:

- "Chapter 62-770" is replaced with Chapter "62-780"
- "Bureau of Petroleum Storage Systems" (BPSS) is replaced with "Petroleum Restoration Program" (PRP)
- "Preapproval Program" is replace with "Petroleum Restoration Program"
- "work orders" is replaced with "purchase orders/task assignments"
- "Preapproval Advance Cleanup Program" (PAC) is replaced with "Advance Cleanup Program"
- "Preapproval", other than "Preapproval Program", is replaced with "Competitive Procurement"

-- The first sentence of Paragraph I.1. is hereby deleted in its entirety and replaced with the following:

The Department does hereby retain the Grantee to perform local government petroleum contamination site cleanup program services in ~~Martin and St. Lucie~~ <sup>MJ</sup> counties as described in **Attachment A, Scope of Services**, attached hereto and made a part hereof.

-- Paragraph I.5. is hereby deleted in its entirety and replaced with the following:

The Grantee and its subcontractors are responsible for ensuring that all petroleum contamination site cleanup work ~~conducted within Martin and St. Lucie~~ <sup>MJ</sup> counties follows all rules and procedures established by the Department's Environmental Assessment Section, except as modified or directed by the Bureau of Petroleum Storage Systems for the Petroleum Cleanup Program.

-- Paragraph I.7. is hereby revised to change the completion date of this Agreement to June 30, 2016.

-- The first sentence of Paragraph IV.14 is hereby deleted in its entirety and replaced with the following:

All services performed by the Grantee shall be in accordance with applicable statutes, and rules including Section 376.301 through 376.308, F.S. and Chapters, 62-771, 62-772, 62-777 and 62-780, F.A.C. and written Department guidance, provided as **Attachment K-1, Revised Guidance Documents**.

-- The following language is hereby added to the Agreement as Paragraph IV.32:

32. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department,

within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

- **Attachment A, Scope of Services**, Paragraph 1 is hereby revised to include 62.772, F.A.C. as a reference for applicable statutes, rules and written Department guidance.
- Attachment B, Grant Definitions, is hereby deleted in its entirety and replaced with **Attachment B-1, Grant Definitions Revised**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment B shall hereinafter refer to **Attachment B-1, Grant Definitions Revised**.
- **Attachment G1, Instructions for Monthly Grant Invoice**, Page 1 of 1 is hereby deleted in its entirety and replaced with **Attachment G-1, Instructions for Monthly Grant Invoice Revised**, Page 1 of 1 attached hereto and made a part of the Agreement.
- **Attachment K, Guidance Documents**, Page 1 of 1 is hereby deleted in its entirety and replaced with **Attachment K-1, Guidance Documents Revised**, Page 1 of 1 attached hereto and made a part of the Agreement.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]  
\*Title:

By: \_\_\_\_\_  
Secretary or Designee

Date: 6/20/15

Date: \_\_\_\_\_

\_\_\_\_\_  
Palm Beach County, County Clerk

[Signature]  
Susan Fields, DEP Grant Manager

APPROVED as to form:  
[Signature]  
Palm Beach County Attorney

[Signature]  
DEP Contracts Administrator

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

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

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

Specify Type	Letter/Number	Description (include number of pages)
Attachment	B-1	Grant Definitions Revised (2 Pages)
Attachment	G-1	Instructions for Monthly Grant Invoice Revised (1 Page)
Attachment	K-1	Guidance Documents Revised (1 Page)

**ATTACHMENT B-1  
GRANT DEFINITIONS REVISED**

The following terms are defined below for use in this Agreement:

**Active Site:** An active petroleum cleanup site is a site that is being actively managed by the county. A site is actively managed when the county is performing all necessary activities to bring the petroleum cleanup site to either No Further Action or Site Rehabilitation Completion with or without conditions. As such purchase orders/task assignments to cleanup contractors, reviewing reports and processing invoices also constitute an active site. All technical and administrative services performed by the county need to be in accordance with Attachment A of the contract.

The Department will accept correspondence between the cleanup section of the county and the responsible party or his or her designee to verify that the county is actively working on a site. Such documentation may include:

- letters
- phone log records
- e-mail
- Fax facsimiles

The Facility ID number and Facility name need to be part of all correspondence. These documents need to part of the county cleanup site file and the Department site file.

**Competitive Procurement:** When contracting for site rehabilitation activities performed under the Petroleum Restoration Program, the department shall comply with competitive procurement requirements provided in Chapter 287, F.S., or rules adopted under Section 376.3071(6), F.S. or Section 287.0595, F.S.

**Department Facility Identification Number (FAC ID#):** a nine digit numbering system which assigns a separate number to each known registered Petroleum Contamination Site. This numbering system is generated by DEP.

**Discharge Report Form (DRF):** a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to DEP when a discharge occurs at their facility.

**Eligible Petroleum Clean-up Grant Site (Eligible Site):** a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

**Full Time Equivalent (FTE):** employee(s) whose work hours total two thousand eighty (2080) per year.

**Ineligible Petroleum Clean-up Contract Site (Ineligible Site):** a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP at a minimum.

**Inland Protection Trust Fund (IPTF):** the trust fund established by the Legislature which provides all funds for the petroleum prevention and cleans-up program established by Section 376.3071, F.S.

**Involuntary Cleanup Site:** a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a DEP or county enforcement action and which is an ineligible site.

**No Further Action With or Without Conditions (NFA/NFAC):** an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-780 F.A.C. with or without institutional or engineering controls.

**Non-program:** see Ineligible Site definition.

**Non-program Site Management Procedure (SMP):** see Attachment L.

**Petroleum Cleanup Site:** any site currently being cleaned up in accordance with Chapter 62-780, F.A.C., procedures including non-program sites, voluntary cleanup sites, preapproval sites, and state cleanup sites.

**Petroleum Contamination Tracking System (PCT):** a DEP database that is used to keep track of information regarding petroleum contaminated sites.

**Professional Engineer (PE):** an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

**Professional Geologist (PG):** an individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

**Remedial Action Plans (RAPs):** see Chapter 62-780, F.A.C.

**Significant non-compliance (SNC):** – refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).  
These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.
- Significant Non-Compliance - B (SNC – B).  
These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.
- Minor violation – (MIN).  
These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

**Site Assessment Reports (SARs):** reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-780, F.A.C.

**Site Rehabilitation Completion Orders (SRCOs):** see definition for No Further Action with or without conditions.

**State Cleanup Site:** an eligible program site within the current funding score range for which the responsible party has not designated a preapproval contractor and is being worked on by a DEP state cleanup contractor or contractor state cleanup sub-contractor.

**Storage Tank Contamination Monitoring (STCM):** see definition for Petroleum Contamination Tracking System.

**Voluntary Cleanup Site:** an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense.

**Warning Letter:** letter issued by the Grantee to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-780 F.A.C. time frames for document submittal are not met.

**ATTACHMENT G-1  
INSTRUCTIONS FOR MONTHLY GRANT INVOICE REVISED**

A status report detailing all activities conducted under this Agreement, shall accompany the Monthly Grant Invoice form included as part of this attachment. The *Monthly Grant Invoice* must include the following documentation:

- I. The *Monthly Grant Invoice* form (Attachment G2) which must be completely filled out.
- II. The *Monthly Grant Invoice Cover Sheet* form (Attachment G3) which provides a summary of the total number of sites managed in the following categories:
  - A. Number of sites actively administered under the Petroleum Restoration Program (PRP)
  - B. Number of sites actively administered under the State Cleanup Program (SCU)
  - C. Number of sites actively administered under the Advanced Cleanup Program (AC)
  - D. Number of sites actively administered under the Petroleum Cleanup Participation Program (PCPP);
  - E. Number of sites actively administered under the Pay for Performance Program (PFP);
  - F. Number of sites actively administered under the Free Product Recovery Initiative (FP);
  - G. Number of sites actively administered under the Voluntary Cleanup category (VC);
  - H. Total number of sites actively administered under the Non-Program category (NP):
    1. Number of Sites issued Warning Letters (WL);
    2. Number of Sites referred to the District for Enforcement (ENF);
  - I. Number of sites that received No Further Action Status (NFA), No Further Action with Conditions Agreement (NFAC), Site Rehabilitation's Completion Order (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement.
  - J. Number of sites actively administered under the Low Score Site Initiative (LSSI) and Low Score Assessment (LSA).
- III. The *Site Report Spreadsheet* form (Attachment G4) which details all activities conducted under this Agreement for each site managed, and shall include the following information:

Facility Identification Number  
Site Name  
Site Manager Name  
Cleanup Phase  
Comments / Status of Site

The information for each of these sites must then be subdivided into the following categories:

- A. Petroleum Restoration Program (PRP)
- B. State Cleanup Program, (SCU)
- C. Advanced Cleanup Program (AC)
- D. Petroleum Cleanup Participation Program, (PCPP)
- E. Pay for Performance Program, (PFP)
- F. Free Product Recovery Initiative, (FP)
- G. Voluntary Cleanup category, (VC)
- H. Non-Program category, (NP)
- I. Non-Program Sites Issued Warning Letters (WL)
- J. Non-Program Sites referred to the District for Enforcement (ENF)
- K. No Further Action Status, (NFA), No Further Action with Conditions Agreement, (NFAC), Site Rehabilitation's Completion Order, (SRCO) or Site Rehabilitation's Completion Order with Conditions Agreement
- L. Low Score Site Initiative (LSSI) and Low Score Assessment (LSA)

**ATTACHMENT K-1  
GUIDANCE DOCUMENTS REVISED**

**Guidance Documents, Procedures, Memos include but are not limited too:**

Contractor Designation/Point of Contact Designation  
Free Product Recovery Initiative  
Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites  
New Soil Sampling Procedures and Recommended EPA Methods (per USEPA SW-846)  
Interim Guidance for Laboratory Analyses of Soil Samples for Petroleum Contamination Site Assessments  
Some Points To Consider During Evaluation of Analytical Data  
Institutional Control Guidance Document  
Monitoring Well Construction Specifications and Related Issues  
Interested Parties Summary  
Contamination Assessment Review Guidelines  
Remedial Action Plan Guidelines: BPSS-1 through BPSS-11  
Guidelines for Assessment and Source Removal of Petroleum Contaminated Soil  
All Guidance Documents Listed in 62-780 as amended

**Manuals:**

Guidance Manual for Review of Petroleum Remedial Action Plans  
Development of Soil Cleanup Target Levels (SCTLs) For Chapter 62-777, F.A.C.  
Matrix I – Key Model Information

**Computer Disk Information**

Order Letters  
Injection Letters  
Institutional Control Guidance Document  
Invoice Return Letter  
Site Access Form  
Site Inspection Form  
PE & PG Certification Forms  
Site Assessment Summary  
RAP Checklist  
Utility Transfer  
10% Spreadsheet  
Well Sampling Spreadsheet  
Request for Change Form

**NOTE: Documents and forms for the Petroleum Cleanup Program can also be found at the following Web Page address: <http://www.dep.state.fl.us/waste/categories/pcp/default.htm>**