

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2018 Consent Regular
 Ordinance Public Hearing

Department: Department of Housing and Economic Sustainability

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) receive and file** an Assistance Amendment to the Cooperative Agreement (R2014-0058) with the U.S. Environmental Protection Agency (EPA); and **B) approve** Amendment 005 to the Subgrant Agreement (R2015-0745) with the City of South Bay under the Brownfields Revolving Loan Fund (BRLF) Program.

Summary: On January 14, 2014, the County entered into a Cooperative Agreement (R2014-0058) with EPA, as amended, to receive \$1,400,000 to capitalize and establish the County’s Brownfields Revolving Loan Fund (BRLF) Program with an initial performance period of five (5) years. The BRLF Program offers financial assistance to qualified borrowers and subgrantees to cleanup properties that have been designated as Brownfields. This Amendment provides 24 additional months to the BRLF Program period from September 30, 2018 to September 30, 2020, to allow time to complete goals in the BRLF work plan. Amendment 005 to the Subgrant Agreement (R2015-0745) with the City of South Bay increases the funding from \$200,000 to \$350,000 and provides a 24 month extension to complete the project. The project entails cleanup of a petroleum contaminated site located at 480 U.S. Highway 27 North in South Bay. The increase in project funding will enable completion of additional cleanup activities and site monitoring requirements as established by the Florida Department of Environmental Protection (FDEP). These EPA funds require a 20% local match to be provided by subgrantees and borrowers. Countywide (JB)

Background and Justification: **A)** On October 16, 2012, the Board of County Commissioners (BCC) authorized the submission of a Request for Proposal to EPA for the receipt of a BRLF Grant. EPA approved the request for \$1,000,000 and provided the County its approval through the Cooperative Agreement (Grant No. BF-00D12713-0). On March 1, 2016, the BCC received and filed an Assistance Amendment (R2016-0255) to the Cooperative Agreement to increase the total grant amount by \$300,000. On February 7, 2017, the BCC received and filed an Assistance Amendment (R2017-0171) to the Cooperative Agreement which increased the total grant amount by \$100,000 to a total of \$1,400,000. This time extension will provide 24 additional months for the goals of the EPA approved work plan to be realized.

B) On June 2, 2015, the County entered into a Subgrant Agreement (R2015-0745) with the City of South Bay to provide \$200,000 in EPA funds under the BRLF Program. The funds were provided to clean up a petroleum contaminated site located at 480 U.S. Highway 27 North in South Bay. Site cleanup has been completed and the project is currently in the Post Active Remediation Monitoring (PARM) phase. However, due to persistent compounds (isopropylbenzene) above FDEP’s cleanup target levels (CTLs) at Monitoring Well 12, additional site remediation and monitoring is anticipated. The supplemental \$150,000 provided from the EPA BRLF Petroleum subgrant funds and 24 month extension to the Agreement will allow for project activities to be completed.

- Attachment(s):**
- 1. Assistance Amendment to the Cooperative Agreement
 - 2. Amendment 005 to the Agreement (R2015-0745) with City of South Bay

Recommended By: Jonathan Brown 9/25/18
 Department Deputy Director Date

Approved By: Maureen Johnson 10/9/18
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Grant Expenditures	\$150,000				
External Revenues	(\$150,000)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

Fund 1544 Dept 143 Unit 2109 Object 8201 Program Code/Period

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

The source of funds is U.S. EPA Brownfields Revolving Loan Fund Program.

C. Departmental Fiscal Review:



 Beverley Reid, Fiscal Manager I

III. REVIEW COMMENTS

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

 OFMB 10/21/18
 Contract Development and Control 10/31/18

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

	<p align="center">U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p align="center">Assistance Amendment</p>		GRANT NUMBER (FAIN): 00D12713 MODIFICATION NUMBER: 3 PROGRAM CODE: BF	DATE OF AWARD 09/05/2018
			TYPE OF ACTION No Cost Amendment	MAILING DATE 09/05/2018
			PAYMENT METHOD: ASAP	ACH# 40836
			RECIPIENT TYPE: County	
RECIPIENT: Palm Beach Co. Government 301 N. Olive Ave. West Palm Beach, FL 33401 EIN: 59-6000785		PAYEE: Palm Beach Co. Government 301 N. Olive Ave. West Palm Beach, FL 33401		
PROJECT MANAGER Stacey Amodio 301 N. Olive Ave. West Palm Beach, FL 33401 E-Mail: samodio@pbcgov.org Phone: 561-233-3671	EPA PROJECT OFFICER Olga Perry 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: perry.olga@epa.gov Phone: 404-562-8534	EPA GRANT SPECIALIST Shantel Shelmon Grants & Audit Management Section E-Mail: shelmon.shantel@epa.gov Phone: 404-562-9817		
PROJECT TITLE AND EXPLANATION OF CHANGES Brownfields Assessment and Cleanup Cooperative Agreements				
This action approves a time extension of the budget and project period end date from 09/30/2018 to 09/30/2020 to provide Palm Beach County Government additional time to achieve the goals in their workplan.				
BUDGET PERIOD 10/01/2013 - 09/30/2020	PROJECT PERIOD 10/01/2013 - 09/30/2020	TOTAL BUDGET PERIOD COST \$1,680,000.00	TOTAL PROJECT PERIOD COST \$1,680,000.00	
NOTICE OF AWARD				
Based on your Application dated 07/26/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,400,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4 Resource Conservation and Restoration Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer				DATE 09/05/2018

**AMENDMENT 005 TO SUBGRANT AGREEMENT
PALM BEACH COUNTY
BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM**

THIS AMENDMENT 005 TO SUBGRANT AGREEMENT (the "Fifth Amendment") is made and entered into on _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County" or "Grantor") and City of South Bay, a Municipal corporation organized under the laws of the State of Florida ("Subgrantee").

WITNESSETH:

WHEREAS, County and Subgrantee entered into an Agreement dated June 2, 2015 (R2015-0745) (as amended) wherein County agreed to provide \$200,000 of United States Environmental Protection Agency (EPA) County Brownfields Revolving Loan Funds (BRLF) for remediation of property located at 480 US Highway 27 North, South Bay, Florida 33493 (hereinafter referred to as the "Property"); and

WHEREAS, the EPA has determined that additional remediation to the Property is required and has agreed to provide an additional One Hundred Fifty Thousand Dollars (\$150,000) to be used for the additional Remediation Work as defined in the Agreement , and

WHEREAS, the Subgrantee has requested an additional twenty-four (24) month extension to the Term of the Agreement in order to comply with the requirements of the Florida Department of Environmental Protection to monitor, document and track any cleanup target level exceedances in the source area where active remedial action was performed which will track contaminant attenuation and allow for closure of the site; and

WHEREAS, the County and the Subgrantee desire to extend the Term of the Agreement for twenty-four (24) months.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. Article I, Section 1.02 of the Agreement is hereby modified to provide that the Term of the Agreement shall expire June 1, 2021, unless further extended by written amendment to this Agreement.
3. Article I, Section 1.03 of the Agreement is hereby modified to increase the Subgrant amount to Three Hundred Fifty Thousand Dollars (\$350,000).
4. Article IX, Section 9.04 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 9.04 Project Implementation.

Notwithstanding anything to the contrary in this Agreement, the Subgrantee shall facilitate performance of certain portions of the Remediation Work (or "Project"). Subgrantee shall be responsible for the Project as specified herein. County shall coordinate with the Subgrantee, and Site Manager as necessary regarding terms of the Agreement. County's and Subgrantee's responsibilities shall include the following:

- a. Subgrantee shall procure the contractor through the Subgrantees established purchasing procedures.
- b. Subgrantee shall be responsible for on-site monitoring to ensure compliance with the Project specifications and the Scope of Work.
- c. Subgrantee shall be responsible for Davis-Bacon compliance.
- d. Subgrantee shall ensure that contractor has current and adequate insurance as required in Section 16.02 of the Agreement, as amended.
- e. Subgrantee shall approve and process contractor's payment requests. Subgrantee authorizes the County to pay contractor directly from Subgrant Funds upon approval of contractor's invoices by the County. Further action regarding approval of payments to contractor is not required of Subgrantee.
- f. County shall monitor the project to ensure compliance with EPA and other governmental regulations.

The County is solely responsible for compliance with all applicable Grant requirements.

Except as modified by this Fifth Amendment and previously, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the County and the Subgrantee hereby ratify, confirm, and adopt the Agreement as amended hereby.

This Fifth Amendment is expressly contingent upon the approval of the County and shall become effective only when signed by all parties and approved by, or on behalf of by a person with delegated authority, the Palm Beach County Board of County Commissioners (the "Effective Date of the Fourth Amendment").

IN WITNESS WHEREOF, Subgrantee and the County have caused this Fifth Amendment to be executed on the date first above written.

WITNESSES:

[Signature]
Witness Signature

Leondrae D. Camel
Print Witness Name

[Signature]
Witness Signature

Jessica Figueroa
Print Witness Name

CITY OF SOUTH BAY

By: [Signature]

Print name: Joe Kyles

Title: Mayor

Bernadette Norris-Weeks
(SEAL) City Atty.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

By: _____
Melissa McKinlay, Mayor
Palm Beach County

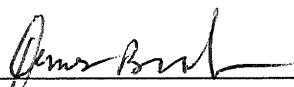
ATTEST: SHARON R. BOCK,
Clerk & Comptroller

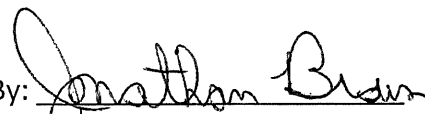
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By:  _____
James Brako
Assistant County Attorney

By:  _____
Jonathan B. Brown
Director

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