



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>501,900</u>	_____	_____	_____	_____
External Revenues	<u>(501,900)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
<b>No. ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?		Yes <u>X</u>		No _____	
Does this item include the use of federal funds?		Yes _____		No <u>X</u>	
Budget Account No.:	Fund <u>1230</u>	Department <u>380</u>	Unit <u>3235</u>	Object _____	
Reporting Category	_____				

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

Petroleum Storage Tank Cleanup Program  
FDEP Contract No. GC896

**C. Department Fiscal Review:**

A. Neary

**III. REVIEW COMMENTS**

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

[Signature] 7/21/2020 [Signature] Contract Dev. and Control  
OFMB 7/21/2020 7-23-20 TR

**B. Legal Sufficiency:**

[Signature] 7/27/2020  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

ATTACHMENT 1

ATTACHMENT C  
TASK ASSIGNMENT NOTIFICATION FORM

DEP Agreement Number: GC896 Task Assignment #: GC896-05  
 Local Program Name: Board of County Commissioners Palm Beach County  
 LP Contract Manager: Deborah Drum Phone #: (561) 233-2400  
 DEP Contract Manager: David G. Warfel Phone #: (850) 245-8891  
 Task Description: (use additional pages if necessary)  
See attached

Deliverables: See Attachment A, Paragraphs A, B, C and E.

Task Assignment Type                      Amount not to Exceed  
 Fixed Cost:                                      \$ 501,900.00                      Task Performance Period July 1, 2020 to June 30, 2021  
 Total Task Assignment Value:              \$ 501,900.00

Organization Code	E.O.	Object Code	Module	Category	Fiscal Year	GAA Line Item #	Budget Representative Approval
37450401002	JN	131545	4713	104138	00	<del>GAA TBD</del> 1694	Monica J. Brady <small>Digitally signed by Monica J. Brady Date: 2020.06.29 15:20:28 -04'00'</small>

<b>David G. Warfel</b>	Digitally signed by David G. Warfel Date: 2020.06.18 15:56:21 -04'00'	_____	Date
DEP Contract Manager <b>Susan Fields</b>	Digitally signed by Susan Fields Date: 2020.06.18 15:35:14 -04'00'	_____	Date
Cost Center Administrator <b>Natasha Lampkin</b>	Digitally signed by Natasha Lampkin Date: 2020.06.18 16:33:32 -04'00'	_____	Date
Program Administrator <b>Tim J. Bahr</b>	Digitally signed by Tim J. Bahr Date: 2020.06.29 16:34:05 -04'00'	_____	Date
Division Director <b>John Truitt</b>	Digitally signed by John Truitt Date: 2020.06.29 17:05:58 -04'00'	_____	Date
Deputy Secretary <b>Justin Wolfe</b>	Digitally signed by Justin Wolfe Date: 2020.07.02 11:16:56 -04'00'	_____	Date
Secretary <b>Deborah L. Drum</b>	Digitally signed by Deborah L. Drum Date: 2020.06.16 12:43:10 -04'00'	_____	Date <b>06/16/2020</b>
Contractor Representative		_____	Date

Approved as to form and legal sufficiency:

/s/ Scott Stone  
Assistant County Attorney

## ATTACHMENT C

### Task Assignment No. 4 (07/01/2020 – 06/30/2021)

#### A. Tasks

Local Program performs all work as specified in **Attachment A** of the Contract GC896.

#### B. Performance Measures

Department Contract Manager shall review deliverable documentation to ensure that work has been performed as specified in the Scope. The Department Contract Manager will notify the Local Program of acceptance or any deficiencies in the work and/or deliverables. The Local Program will be given an opportunity to remedy deficiencies at no additional cost to the Department. In addition, the Department Contract Manager will perform a detailed performance analysis to determine retainage release on a monthly basis, per **Paragraph D** below.

#### C. Compensation

Fixed costs include all expenses associated with vehicle operation and maintenance, lease, or rental (including vehicle maintenance cost for field visits and operation and maintenance (O&M) inspections; all travel costs associated with Department training and/or meetings with Department representative(s) within Florida) all costs for staffing, including salaries, fringe benefits, rent, utilities, any overhead and indirect expenses; general administrative expenses and all other costs related to the performance of the work specified in the **Attachment A** of the Contract and this Task Assignment.

##### 1. Level of Effort.

If the Local Program has been assigned more than one site (discharge) at a source property, the Local Program will only be compensated for the site with the highest level of effort.

Retainage will be withheld as specified in **Paragraph D** for the following activities:

- a. The Local Program will be compensated at a rate of \$4,000.00 per source property per year in planning phase (site assessment (SA), including interim source removal, and remedial action plan (RAP)).
- b. Remediation phase (remedial action construction (RAC), operation and maintenance (O&M) and source removal (SR)); because more effort is expected and required in managing sites in these phases, source properties with sites in remediation phase will be compensated at a rate of \$8,000.00 per year for the first two (2) years after a RAP Approval Order, UIC Approval Order, or County-issued approval letter, if no Order is required, is issued for a Level 1 or Level 2 RAP or a Level 4 Limited Scope RAP or RAP Modification Plan (as defined in **Attachment B** of the Contract), and \$4,000.00 after the first two (2) years. For a Level 1, 2 or 3 Limited Scope RAP or RAP Modification Plan (as defined in **Attachment B** of the Contract) the source property will be compensated at a rate of \$8,000.00 for one (1) year after a RAP Approval Order, UIC Approval Order or County-issued approval letter if no Order is required, is issued, and \$4,000.00 for subsequent years. This includes SRs (not interim source removals under SA) which will be paid at \$8,000.00 for one (1) year and \$4,000.00 for subsequent years.
- c. Sites in monitoring phase (natural attenuation monitoring (NAM), post active remediation monitoring (PARM), long term natural attenuation monitoring (LTNAM), and well abandonment for site closure (WASC)); because minimal effort is expected and required for sites in this phase, the Local Program will be compensated at a rate of \$2,400.00 per year.
- d. Non-Program and Voluntary Cleanup sites: The Local Program will be compensated at 75% of the level of effort cost as described above.

Retainage will not be withheld for the following activities:

- a. Sites that are low score assessments (LSAs): for LSA sites, the Local Program will receive a one-time payment of \$4,000.00 per source property once the first LSA purchase order is issued.

## ATTACHMENT C

- b. Once an LSA is complete, and if the Local Program determines that the site may qualify for conditional closure without remediation, either because a Conditional Closure Application or a No Further Action Proposal with Conditions has been submitted, the site may be paid at a rate of \$4,000.00 on an annual basis until the Conditional Site Rehabilitation Completion Order or LSSI No Further Action Order is issued, or it is determined that conditional closure is not achievable without remediation.

### 2. Performance Incentives

- a. In order to encourage more efficient site cleanup, and in addition to the fixed cost payments, the Local Program shall be paid an additional target payment of \$1,000.00, when the following is completed at a site:
  - i. A Site Rehabilitation Completion Order (SRCO) per Chapter 62-780.680, F.A.C., or Low Score Site Initiative No Further Action Approval Order per Section 376.3071(12), F.S., is issued, but only if the order is submitted to the Department within 60 days of the approval of the no further action proposal or well abandonment report, whichever is later. The number of discharges listed in a SRCO should correspond with the number of discharges listed in the no further action proposal. For example, if multiple discharges were proposed for no further action in a report, only one SRCO shall be submitted. This SRCO would be considered one completed target.
- b. 5% PERFORMANCE INCENTIVE PAYMENT MAXIMUM -The maximum amount that can be paid annually is 5% of the total non-LSA source property compensation amount, even if more performance incentives are met. Performance incentives must be billed for on the invoice for the month they are achieved.

3. Cost reimbursement: No cost reimbursement will be made under this Task Assignment.

### D. Financial Consequences

No payment will be made for unsatisfactory work. In addition, retainage will be withheld in the amount of 5% of 1/12 of the total non-LSA source property compensation.

#### Retainage

1. 5% of 1/12 of total non-LSA source property compensation will be withheld as retainage each month.
2. Based on the level to which performance measures are met, up to eighty percent (80%) of the retainage will be released the month after the invoice is submitted. Performance for purposes of obtaining the eighty percent (80%) retainage is based on the following four (4) performance measures:
  - a. Performance Measure 1: Turnaround times for deliverable reviews – Percentage of deliverable reviews that met turnaround times (**Attachment T** of Contract) will be self-reported in the monthly invoice and a percentage of those will be verified by the Department;
  - b. Performance Measure 2: Turnaround times for requests for change – Percentage of requests for change that met turnaround times will be self-reported in the monthly invoice and a percentage of those will be verified by the Department;
  - c. Performance Measure 3: Data entry correctly and timely completed in the Storage Tank Contamination Monitoring (STCM) database – based on a review by the Department of a percentage of documents reported on the invoice and correctly and timely updated in STCM (**Paragraphs A.1.a., A.1.e, A.1.i., and A.1.l. of Attachment A**). The overall percentage of data correctly and timely updated or entered in STCM will be extrapolated from the Department's review; and
  - d. Performance Measure 4: Document correctly and timely inserted into OCULUS – based on a review by the Department of a percentage of documents reported on the invoice and correctly and timely inserted into STCM (**Paragraphs A.1.e., A.1.f, A.1.g.iii, A.1.h, A.1.i., and A.1.m. of Attachment A**). The overall percentage will be extrapolated from the Department's review.

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3. Performance Measures: Monthly Retainage Release Schedule
  - a. The percentage calculated for each of the above four performance metrics will be averaged, and that average will be used to determine how much retainage will be released;
  - b. If the average of the four monthly performance metrics is 90% or above, then 80% of withheld retainage will be released the following month;
  - c. If the average of the four monthly performance metrics is at least 80%, but less than 90%, then 60% of withheld retainage will be released the following month and 20% of the withheld retainage will be forfeited.
  - d. If the average of the four monthly performance metrics is at least 70%, but less than 80%, then 40% of withheld retainage will be released the following month and 40% of the withheld retainage will be forfeited.
  - e. If the average of the four monthly performance metrics is below 70%, then 0% of the withheld retainage will be released the following month and 80% of the withheld retainage will be forfeited.
4. The remaining twenty percent (20%) of retainage will be withheld from each monthly payment and shall be released at the end of the Task Assignment if 98% of all assigned source properties were visited or inspected during the fiscal year pursuant to Paragraph A.1.g of Attachment A of the Contract, based on self-reporting by the Local Program and a percentage of those will be verified by the Department. See attached List of Source Properties Requiring Inspection in FY 20/21 for list of source properties that are assigned to be visited inspected. Failure to meet the 98% target shall result in forfeiture of this retainage.

### E. Budget Summary

The total Task Assignment (TA) amount for TA #5 of DEP Contract No. GC896 is \$501,900.00. The Local Program will be paid an annual fixed cost base rate of \$478,000.00 for petroleum cleanup site management, \$478,000.00 of which will be for petroleum cleanup site management of 140 non-Low Score Assessment (LSA) source properties. Additional funds are considered in this Task Assignment for compensation associated with the completion of Performance Incentives (see Paragraph C.2., above). However, the actual payment amount may be less than the Task Assignment amount, based on the Local Program's performance. If the Local Program earns Performance Incentives (in accordance with the policies in Paragraphs C.2.a. and C.2.b) that cause the total annual payment amount to be in excess of the Task Assignment amount, a Task Assignment Change Order will be executed to authorize the payment of the additional amount.

1. Payments for each month can range from 95% to 104% of 1/12 of the total non-LSA source property compensation amount, plus LSA costs (per Paragraph C.1.e above). An additional 1% of 1/12 of the total non-LSA source property compensation amount could be paid at the end of the Task Assignment.
2. SRCOs that are issued do not reduce the total non-LSA source property compensation amount for this Task Assignment.
3. If an additional number of source properties (increase of 5% or 15 sites, whichever is greater) are assigned to the Local Program during a Task Assignment period, a Task Assignment Change Order will be issued to provide compensation for the increased number of source properties if the Local Program makes a written request. Any source properties added via Task Assignment Change Order will be prorated from the month assigned.

List of Source Properties Requiring Inspection in FY 20/21

\*Note - Per TA Attachment A Section A.1.g.i: "If a site will receive a site rehabilitation completion Order (SRCO) or if a low-score assessment (LSA) will be generally characterized for risk within the first two months of the fiscal year, a field visit or O&M inspection will not be required"

508513839	509602099	509100150
508513909	508513795	509103452
508513976	508513835	509202647
508514015	508513870	509300781
508514073	508513882	508842045
508514427	508513908	508944439
508514675	508513911	509202642
508514184	508513926	509300021
508514840	508514040	509808389
508514818	508513941	508514423
508630542	508514040	508514062
508630615	508514049	508514590
508838293	508514057	508734638
508841477	508514141	509300931
509200857	508514151	509804398
508513827	508514204	509808535
508513828	508514224	509816446
508513867	508514426	508513813
508513856	508514316	508514365
508513906	508514354	508514226
508513929	508514367	508514446
508513983	508514413	508841738
508513995	508514416	508630524
508514056	508514433	508944612
508514070	508514468	508945331
508514118	508514474	509063830
508514160	508514475	509200208
508514192	508514486	509400859
508514204	508514511	509600037
508514257	508514521	509802648
508514353	508514523	509803414
508514419	508514582	509803047
508514425	508514623	
508514559	508514630	
508514685	508514698	
508623172	508514709	
508514768	508514712	
508520561	508623065	
508623094	508623072	
508623202	508623103	
508623287	508623269	
508630670	508630507	
508737089	508630546	
508838098	508630695	
508841542	508736430	
508841938	508841626	
508943661	508842221	
508944810	508943759	
508945133	508944434	
509101435	508945006	
509101729	509046082	
509502819	509046955	
509601901	509047030	

ATTACHMENT 2



**INTEROFFICE MEMORANDUM**  
**Palm Beach County**  
**Environmental Resources Management**

**DATE:** May 15, 2018

**TO:** Verdenia C. Baker  
County Administrator

**THROUGH:** Jon Van Arman  
Deputy County Administrator

MAY 18 2018

**FROM:** Deborah Drum, Director  
Environmental Resources Management

*DD* 5/15/18

**SUBJECT:** REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:  
Contract No. GC896 with the Florida Department of  
Environmental Protection (FDEP) for the Petroleum Restoration  
Program

On June 21, 2016, agenda item 3L3 (R2016-0787), the Board of County Commissioners approved the County Administrator, or her designee to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and any necessary minor amendments that do not substantially change the scope of work, or terms and conditions of the Contract.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and any necessary minor amendments that do not substantially change the scope of work, or terms and conditions of the Contract. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: *VBaker* DATE: 5/21/18  
Verdenia C. Baker, County Administrator

DD:kf  
Attachment