

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 15, 2021 (☒) Consent (☐) Regular
 (☐) Workshop (☐) Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Contract No. 20307 with the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) (Contract) providing an amount not to exceed \$999,999 of funding assistance to implement a National Coastal Wetlands Conservation Grant Program (NCWCGP) Grant Agreement FL-C-F19AP00204, funded by the U.S. Fish and Wildlife Service (USFWS), for Tarpon Cove Estuarine Habitat Restoration Project (Project) in the Lake Worth Lagoon (LWL) for a term beginning May 18, 2021, or upon execution, whichever is later, and expiring June 30, 2023;

B) authorize the County Administrator, or 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, terms, or conditions of the Contract.

Summary: The Contract provides pass through federal funding awarded by USFWS and will pay the County on a cost reimbursement basis in an amount not to exceed \$999,999 for supplying limestone rock to construct rock breakwaters to protect mangrove islands and create oyster reef habitat as part of the Project. This Contract (R2021-0696) and Budget Amendment was previously approved by BCC on May 18, 2021 for \$1,000,000; however prior to FWC's execution, FWC requested a reduction of the agreement by \$1 to \$999,999 to meet FWC end of the year encumbrance requirements for the grant, and therefore this revised agreement is being brought back to the Board for approval. The County committed to a match of \$361,574, of which, \$180,787 comes from Florida Department of Environmental Protection (FDEP) Agreement No. LP50202 (R2017-0082) and the remaining \$180,787 from the Manatee Protection Fund, which has already been submitted for work completed during the period of July 1, 2019 through June 30, 2020. The costs are shared between FWC 74.4% FDEP 13.3%, and County 13.3%.

(Summary continued and Background and Justification on Page 3)

Attachments:

1. FWC Contract No. 20307

Recommended by: Deborah T. May 6-1-2021
Department Director Date

SAS 6/1/21

Approved by:  6/10/21
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$1,361,573	_____	_____	_____	_____
External Revenues	(\$1,180,786)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (Others)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$180,787	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Does this item include the use of federal funds? Yes X No _____

Budget Account No.:

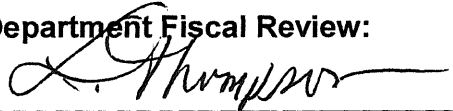
Fund 1229,1232 Department 380 Unit 3010 Object various

B. Recommended Sources of Funds/Summary of Fiscal Impact

FWC Agreement 20307 CFDA 15.614	\$ 999,999.00
FDEP R2017-0082	\$ 180,787.00*
Fund 1232	\$ 180,787.00*
	(*match)
Total	(\$1,361,573.00)

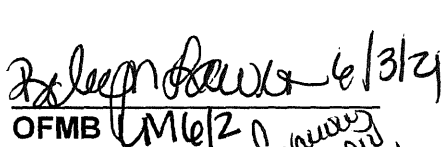
Budget Amendment previously approved by BCC on May 18, 2021 (R2021-0696)

C. Department Fiscal Review:



III. REVIEW COMMENTS

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

 6/3/21
OFMB LM 6/2

 6/18/21
Contract Development & Control
6-8-21

B. Legal Sufficiency:

 6/9/21
for SS

Assistant County Attorney

C. Other Department Review:

Department Director

(Summary continued from Page 1)

The Contract contains an indemnification provision that differs from that adopted for use by the County under PPM CW-F-049. Although the language does indicate that each party shall be solely responsible for the negligent or wrongful acts of its employees and agents, there is no language that states each party shall indemnify, defend and hold harmless the other party against actions, claims or damages arising out the party's negligence in connection with the Contract. In accordance with PPM CW-F-049, the Risk Management Department and the County Attorney's Office have reviewed the terms and agreed to the deviations, taking into consideration the County's financial commitment to the project, the amount of the grant award, County's performance with similar work and liability for its acts, and the non-waiver of sovereign immunity beyond the statutory caps of 768.28, Florida Statutes. Districts 2 & 7 (SS)

Background and Justification: The Project, located in LWL within the City of West Palm Beach, has been designed to create and restore 39.9-acres of estuarine habitat of mangroves, oysters, and seagrass by filling a deep dredge hole and creating intertidal islands that provide long-term benefits to wildlife, shoreline resiliency, and water quality. The Project is being constructed in phases as funding and sand sources become available. The Contract helps meet the Project goals and funds will cover a portion of the Project's third phase for the construction of marine and estuarine ecosystems.