



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No <u>X</u>		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
<b>Budget Account No.:</b>					
Fund _____	Department _____	Unit _____	Object _____	Program _____	

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

There is no fiscal impact associated with this item.

**C. Department Fiscal Review:**

*J. Neary*

**III. REVIEW COMMENTS**

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

*Lore Marie* 7/21/21  
 OFMB *for* *forwards*  
*LM 4/21* *7/21/21*

*John J. Paulsen* 8/21/21  
 Contract Development & Control  
*8-2-21 JW*

**B. Legal Sufficiency:**

*Scott Stone* for Scott Stone 8/3/21  
 Assistant County Attorney

**C. Other Department Review:**

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

ATTACHMENT 1



Grant Number:	FY20-F105203-01-PBC
Accounting Information –	
Project Name:	South FL Coastal Resilience / Batchelor
Project-Award-Activity Number:	P119180 / F105145
Source of funds:	U.S. Government <input type="checkbox"/> State/Local Government <input type="checkbox"/> Private as Gov't Match <input type="checkbox"/> Private Foundation <input checked="" type="checkbox"/> Private <input type="checkbox"/>

**AMENDMENT #1 TO GRANT FY20-F105203-01-PBC  
FROM THE NATURE CONSERVANCY TO PALM BEACH COUNTY**

This Amendment #1 to the Grant Agreement dated June 16, 2020 (the “Grant”) between The Nature Conservancy, a District of Columbia non-profit corporation, authorized to transact business in the State of Florida as The Nature Conservancy, Inc (“Conservancy”) and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (“Grantee”) shall be effective as of the last date it is signed by both parties. Capitalized terms in this Amendment have the same meaning given to them in the Grant.

The Grant is hereby amended as follows:

- Section II of the Grant is amended as follows:

The Grant shall be effective upon execution by both parties, and it shall expire on ~~October 31, 2021~~  
August 29, 2022.

- The “Financial & Performance Reports” table in Section III of the Grant is deleted and replaced as follows:

Financial & Performance Reports	Period of Service	Report Due Date
Periodic	Execution – 9/30/2020	Received
Periodic	10/1/2020 – 3/31/2021	Received
Periodic	4/1/2021 – 11/30/2021	12/31/2021
Final	12/1/2021 – 6/30/2022	7/29/2022

- The first paragraph of Section II of Attachment A of the Grant is amended as follows:

Palm Beach County (“Grantee”) agrees to collaborate with the Conservancy for design, permitting, and construction of the Palm Beach Resilient Island Project (“Project”) by ~~October 31, 2021~~ August 29, 2022.

- The “Deliverables” table in Section III of Attachment A of the Grant is deleted and replaced as follows:

Deliverables	Due Date	Payment
(1) Periodic Financial Report	Received	\$0
(2) Periodic Performance Report	Received	\$0
(3) Periodic Financial Report	Received	\$0
(4) Periodic Performance Report	Received	\$0

(5) Periodic Financial Report (6) Periodic Performance Report	12/31/2021	\$0
(7) Final Financial Report (8) Final Performance Report (9) Certificate of Final Completion	7/29/2022	\$300,000
<b>Total Not to Exceed</b>		<b>\$300,000</b>

Except as modified by this Amendment, all provisions of the Grant (as previously amended, if applicable) remain in full force and effect. In the event of a conflict between the Grant and this Amendment, the latter will control. Any recital or preliminary statement in this Amendment and any Exhibits referred to in this Amendment are an integral part of and are incorporated by reference into this Amendment.

**FOR PALM BEACH COUNTY BOARD OF COUNTY COMISSIONERS**

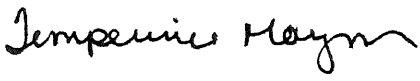
BY:   
 DEBORAH DRUM, DIRECTOR  
 DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

7-8-2021  
 DATE

Approved as to form and legal sufficiency:

BY: Isl Scott A. Stone  
 SCOTT A. STONE  
 ASSISTANT COUNTY ATTORNEY

**FOR THE NATURE CONSERVANCY**

BY:   
 TEMPERINCE MORGAN, FLORIDA EXECUTIVE DIRECTOR

Jul 7, 2021  
 DATE






# Grant Amendment w SAS signature 6 22 21 w TM signature 7072021

Final Audit Report

2021-07-07

Created:	2021-07-07
By:	angela.tennaro@TNC.ORG angela.tennaro@TNC.ORG (angela.tennaro@TNC.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2yTF4vrNEVXZc4iAVIK7vaxHS5xXCVhA

## "Grant Amendment w SAS signature 6 22 21 w TM signature 7072021" History

-  Document created by angela.tennaro@TNC.ORG angela.tennaro@TNC.ORG (angela.tennaro@TNC.ORG)  
2021-07-07 - 2:06:07 PM GMT- IP address: 72.188.64.241
-  Document emailed to tmorgan@tnc.org tmorgan@tnc.org (tmorgan@tnc.org) for signature  
2021-07-07 - 2:07:15 PM GMT
-  Email viewed by tmorgan@tnc.org tmorgan@tnc.org (tmorgan@tnc.org)  
2021-07-07 - 2:43:49 PM GMT- IP address: 104.143.198.132
-  Document e-signed by tmorgan@tnc.org tmorgan@tnc.org (tmorgan@tnc.org)  
Signature Date: 2021-07-07 - 2:44:47 PM GMT - Time Source: server- IP address: 71.226.88.217
-  Agreement completed.  
2021-07-07 - 2:44:47 PM GMT

ATTACHMENT 2



R2020 0683 JUN 16 2020

GRANT BY TNC TO GRANTEE – PRIVATE FUNDS

Grant Number:	FY20-F105203-01-PBC
Accounting Information –	
Project Name:	South FL Coastal Resilience / Batchelor
Project-Award-Activity Number:	P119180 / F105203
Source of funds:	Private Foundation <input checked="" type="checkbox"/> Private <input type="checkbox"/>

This is a private grant agreement ("Grant") between The Nature Conservancy, a District of Columbia non-profit corporation, authorized to transact business in the State of Florida as The Nature Conservancy, Inc. (the "Conservancy") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners ("Grantee") in the amount not to exceed \$300,000 for the Palm Beach Resilient Island Project. This Grant is provided to support the Conservancy's campaign in Florida to restore 5,000 acres of coastal habitat and protect 500,000 Floridians from storm surges and sea level rise. By developing and implementing natural infrastructure demonstration projects with local governments, the Conservancy seeks to restore coastal habitat and illustrate the viability of natural infrastructure as well as nature-based and green-gray infrastructure as cost-effective and scalable solutions for coastal resilience.

Attachments to this Grant include the following:

- A – Work Plan
- B – Financial Report
- C – Performance Report

**I. OBJECTIVE**

The purpose of this Grant is to fund Grantee's **Palm Beach Resilient Island Project** ("Project") as described in the attached workplan and budget ("Attachment A").

**II. TERM**

The Grant shall be effective upon execution by both parties, and it shall expire on **October 31, 2021**.

**III. REPORTING**

Grantee shall submit the following reports using the attached formats ("Attachment B" and "Attachment C"): Financial reports and performance reports shall be submitted semiannually as outlined below. The final financial and performance reports are due by October 31, 2021.

<b>Financial &amp; Performance Reports</b>	<b>Period of Service</b>	<b>Due Date</b>
First Interim	Execution – 9/30/2020	10/31/2020
Second Interim	10/1/2020 – 3/31/2021	4/30/2021
Final	4/1/2021 – 9/30/2021	10/31/2021

These reports shall be submitted by email or mail to:

**Joseph D. Schmidt, P.E., Coastal Resilience Project Manager**  
250 South Australian Ave; Suite 1100, West Palm Beach, Florida 33401  
joseph.schmidt@tnc.org

And

**Susanne Holmes, Grants Specialist**  
801 Gervais Street, Ste 202, Columbia, SC 29401  
sholmes@tnc.org

**IV. PAYMENTS**

A reimbursement payment of up to \$300,000 will be made to the Grantee upon completion of construction for the Project and submission and acceptance of the final deliverables. Notwithstanding anything contained in this Agreement to the contrary, the Conservancy's obligations shall not exceed Three Hundred Thousand Dollars (\$300,000) in cash contributions as described in Attachment A, Section III. Budget. When requesting reimbursement, the Grantee shall attach an invoice and other supporting documentation to the financial report (Attachment B) for verification of actual construction expenses.

**V. EXPENDITURE LIMITED TO DESIGNATED PURPOSES**

Grant funds may be spent only in accordance with the provisions of the Grantee's funding request and budget as set forth in Attachment B. Expenditure of Grant funds is subject to modification only with the Conservancy's prior written approval. Any Grant funds not expended or committed for the purposes of this Grant must be returned to the Conservancy.

The Conservancy may monitor and evaluate the Program's activities, which may include visits by Conservancy personnel and agents, discussions with Grantee's personnel, and review of financial and other records and materials related to the Program activities financed by this Grant in an effort to determine whether Grantee's activities meet the Conservancy's funding objectives.

**VI. PROVIDING FUNDS TO OTHERS – Intentionally Deleted**

**VII. DISCLOSURE OF INTERNAL CONFLICTS OF INTEREST**

The Grantee must disclose to the Conservancy any proposed use of funds and/or assets for activities in which there is an apparent or actual conflict of interest between the Grantee and its employees, board members, or close relatives of the Grantee's employees or board members and make such expenditure subject to prior Conservancy approval.

**VIII. PROCUREMENT**

The Grantee will follow its own policies with regard to documentation of procurements and maintain that documentation in their organization's grant files. If the Grantee does not have written procurement policies, it must retain documentation for procurements (over US \$5,000 outside the U.S. or over \$10,000 in the U.S.). Such documentation will include sole source justification, if appropriate, or documentation of a competitive process or comparison shopping.

**IX. RECORDS AND AUDITS**

The Grantee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Grant to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records shall be maintained for a period of three years after the final expenditure report is submitted.

The Conservancy and its auditors (internal and external) will have access to all records relating to the Grant for three years after the final financial and programmatic reports for the Grant have been submitted to the Conservancy, unless local law requires a longer retention period.

**X. SEGREGATION OF COSTS**

The Grantee will segregate the costs of the project described herein from other projects that it currently administers.

**XI. JUSTIFICATION OF SALARY EXPENSES**

The Grantee must track employees' actual time spent on the entire Project in a time and effort reporting system.

**XII. TITLE TO AND USE OF PROPERTY**

Title to any property purchased with Grant funds vests in the Grantee. The Conservancy may not be charged for use of any property purchased with Grant funds.

**XIII. INTELLECTUAL PROPERTY LICENSE**

Title to any Materials developed with Grant funds vests in the Grantee, with the Conservancy getting free irrevocable license to use, publish or distribute all such copyrighted, trademarked, patented Materials, or inventions, trade secrets or other intellectual property rights. The word "Materials" may include, but is not limited to reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material, produced under this Agreement. The Grantee agrees to provide the Conservancy with copies of the Materials at no cost.

**XIV. ACKNOWLEDGMENTS**

The Grantee agrees to acknowledge the Conservancy's support of the project, including funding contributions and sponsorship, on all media announcements, programs and publications relating to the Project.



**XV. ASSIGNMENT**

This Grant may not be assigned by the Grantee in whole or in part without the prior written consent of the Conservancy.

**XVI. NO AGENCY**

No legal partnership or agency is established by this Grant. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations, or conduct of the other.

**XVII. TERMINATION AND REMEDIES**

The Conservancy shall have the right to terminate this Grant for any reason by giving 20 (twenty) days written notice to the Grantee of intent to terminate. Should this occur, and Grantee is not in default, Grantee shall be reimbursed for any expenditures incurred as of the date of the notice of termination. In addition, if in the judgment of the Conservancy the Grantee defaults in performance of Grantee duties under this Grant, whether for circumstances within or beyond the control of the Grantee, the Conservancy may immediately terminate this Grant by written notice to the Grantee. Upon receipt of the termination notice from the Conservancy, the Grantee shall take all necessary action to cancel outstanding commitments relating to the work under this Grant. In the event of termination prior to the originally agreed upon expiration, the Conservancy shall pay any obligations incurred by the Grantee that could not reasonably be canceled.

**XVIII. LOBBYING AND POLITICAL CAMPAIGNING**

Grantee shall not use any portion of funds transferred under this Grant to engage in any lobbying activities unless the parties specifically agree to such lobbying activities in this agreement.

Grantee shall not use any portion of funds transferred under this Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

**XIX. LIABILITY**

The Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of the state.

**XX. USE OF CONSERVANCY NAME/LOGO**

The Grantee may not use the Conservancy's name and/or logo in any way without prior written consent from the Conservancy, except to the extent the work performed contemplates their inclusion in the final work product.

**XXI. CONFIDENTIAL INFORMATION**

During the course of the performance of this Grant, the Grantee may have access to materials, data, strategies, other information relating to the Conservancy and its programs, or systems, which are intended for internal use only. Any such information acquired by the Grantee, which is not subject to public records disclosure under Section 119, Florida Statutes shall not be used, published, or divulged by the Grantee to any person, firm, or corporation or in any advertising or promotion regarding the Grantee or the Grantee's services, or in any manner or connection whatsoever without first having obtained the written permission of the Conservancy, which permission the Conservancy may withhold in its sole discretion.

**XXII. COUNTERPARTS**

This Grant, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Grant. The County may execute the Grant through electronic or manual means. The Conservancy shall execute the Agreement by manual means only, unless the County provides otherwise.

**XXIII. COMPLIANCE WITH LAWS**

The Grantee represents, warrants, and agrees that, in connection with the transactions contemplated by this Grant: (a) the Grantee can lawfully work in the United States; (b) the Grantee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Grant) any permits or licenses required for the Grantee's services under this Grant; and (c) the Grantee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Florida, and any other jurisdiction(s) in which the Grantee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Grantee under this Grant (in each case, an "Applicable Law"). The Grantee shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws. Grantor shall comply with all applicable statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Florida, and any other jurisdiction(s) in which the Grantor is organized or authorized to do business.

**XXIV. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS – Intentionally Deleted**

**XXV. CHOICE OF LAW/FORUM**

This Grant shall be interpreted, construed and governed by the laws of Florida and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Grant, the Conservancy and the Grantee agree that litigation shall be conducted in Palm Beach County, Florida.

**XXVI. BINDING EFFECT/AMENDMENTS**

This Grant shall become binding when signed by the parties. This Grant supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Grant between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

**XXVII. SEVERABILITY**

If any provision of this Grant is held invalid, the other provisions shall not be affected thereby.

R2020 0683

JUN 16 2020

FOR PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

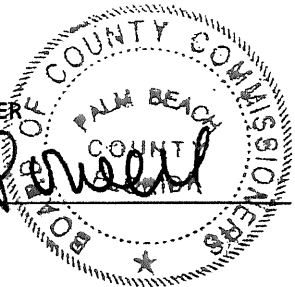
DAVE KERNER, MAYOR

DATE

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

BY: \_\_\_\_\_  
DEPUTY CLERK



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_

ASSISTANT COUNTY ATTORNEY

5/20/2020

DATE

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_

DIRECTOR, ENVIRONMENTAL  
RESOURCES MANAGEMENT

4/30/2020

DATE

**FOR THE NATURE CONSERVANCY**

BY: Temperince Morgan  
TEMPERINCE MORGAN, FLORIDA EXECUTIVE DIRECTOR

4/08/20  
DATE

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

BY: Geoffery Rich  
GEOFFERY RICH, SENIOR ATTORNEY

4/24/2020  
DATE

## ATTACHMENT A – Work Plan

### I. Introduction

The Conservancy is working to restore coastal habitat and change the way communities in South Florida think about nature – for protection. Healthy coral reefs, mangroves, and beaches reduce wave energy, and they have the potential to buffer coastal communities from storm surges and sea level rise. The traditional approach of building sea walls, bulkheads, revetments, and other gray infrastructure for defensive measures is expensive and more carbon intensive. Gray infrastructure also transfers wave energy to other areas that may accelerate erosion of less armored property, and it characteristically does not enhance habitat or provide space for ecosystem migration. In addition, the loss and degradation of coral reefs, mangroves, and beaches as well as other green or natural infrastructure like salt marshes and oyster reefs leaves the growing population of Floridians more vulnerable to climate change. An estimated 4.6 million people – and 5,300 square miles of property – will be at risk by 2050.

Today, natural infrastructure already provides significant risk-reduction benefits. A recent study funded in part by the Conservancy concluded that mangroves in Florida protected approximately 625,000 people and prevented \$1.5 billion in direct flood damages during Hurricane Irma in 2017. Therefore, restoration and expansion of natural infrastructure can play an even larger – and quantifiable – role in protecting people and businesses tomorrow. By developing and implementing several natural infrastructure demonstration projects in South Florida with local governments, the Conservancy seeks to restore coastal habitat and illustrate the viability of natural infrastructure as well as nature-based and green-gray infrastructure as cost-effective and scalable solutions for coastal resilience.

### II. Description of Services

Palm Beach County (“Grantee”) agrees to collaborate with the Conservancy for design, permitting, and construction of the Palm Beach Resilient Island Project (“Project”) by October 31, 2021. Enumeration of roles and responsibilities for this collaboration are as follows:

The Grantee will:

1. Assist the Conservancy with implementing volunteer workdays for planting native vegetation and removal of marine debris in support of the Project and other similar projects within Lake Worth Lagoon;
2. Coordinate with the Conservancy during design, permitting, and construction of the Project;
3. Provide design, permitting, and construction services for the Project including procurement of a construction contractor; and
4. Refrain from disturbing the completed Project in a manner that interferes with the purpose of the Grant, without the written consent of the Conservancy for at least 20 years beyond the end of the Grant term – until October 31, 2041.

The Conservancy will:

1. Lead volunteer workdays for planting native vegetation and removal of marine debris in support of the Project and other similar projects within Lake Worth Lagoon;
2. Coordinate with the Grantee during design, permitting, and construction of the Project;
3. Review and approve the Grantee’s design documents for the Project – such approval shall not be unreasonably withheld; and
4. Provide consulting and communications services to the Grantee in support of the Project and expansion of nature-based solutions and green-gray infrastructure for coastal resilience within Palm Beach County.

**ATTACHMENT A – Work Plan**

**III. Budget**

The deliverables and payment schedule for this Grant are as follows:

<b>Deliverables</b>	<b>Due Date</b>	<b>Payment</b>
(1) First Interim Financial Report (2) First Interim Performance Report	10/31/2020	\$0
(3) Second Interim Financial Report (4) Second Interim Performance Report	4/30/2021	\$0
(5) Final Financial Report (6) Final Performance Report (7) Certificate of Final Completion	10/31/2021	Not to exceed \$300,000
<b>Total Not to Exceed</b>		<b>\$300,000</b>

**ATTACHMENT B – Financial Report**

**SUBRECIPIENT FINANCIAL REPORT**

(see Instructions worksheet for guidance)

NAME OF ORGANIZATION : **Palm Beach County** SUBAWARD #: **FY20-F105203-01-PBC**  
 PROJECT NAME: **Palm Beach Resilient Island Project**  
 REPORT PERIOD:  
 DUNS#:

Prior period adjustments require a detailed explanation in the notes section provided below.  
 Fill in the yellow shaded areas only.

AWARD EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expenses (B)	Prior Period Adjustments (C)	Current Period Expenses (D)	TOTAL Project Expenses to Date (E=B+C+D)	Balance (F= A-E)
A. PERSONNEL	-				-	-
B. FRINGE BENEFITS	-				-	-
C. TRAVEL	-				-	-
D. SUPPLIES	-				-	-
E. CONTRACTUAL	300,000.00				-	300,000.00
F. OTHER	-				-	-
G. TOTAL DIRECT COSTS	300,000.00	-	-	-	-	300,000.00
H. INDIRECT COSTS	-	-	-	-	-	-
I. TOTALS	300,000.00	-	-	-	-	300,000.00
<b>PERCENTAGE OF AWARD BUDGET SPENT</b>					<b>0%</b>	

Explanation of Prior Period Adjustments:

SUMMARY AND REQUEST FOR FUNDS			
	Prior Period Expenses	Current Expenses	Cumulative
TOTAL EXPENSES	-	-	-
TNC SHARE OF EXPENSES	-	-	-
TOTAL TNC FUNDS RECEIVED TO DATE	(enter as positive number)		
REQUESTED TNC FUNDS (Line 2 - Line 4)			-

NAME AND TITLE - PROJECT MANAGER

NAME AND TITLE - FINANCE REPRESENTATIVE

SIGNATURE DATE

SIGNATURE DATE

### **ATTACHMENT C – Performance Report**

**Grant Agreement Number:** FY20-F105203-01-PBC

**Reporting Period:** Click or tap here to enter text.to Click or tap here to enter text.

**Project Manager:** Click or tap here to enter text.

Please provide:

1. A narrative of activities completed during this reporting period, and if applicable, quantify results as measurable products; i.e. percent of budget expended/percent of project completed, acres of land treated/planted, or mass of nutrients removed/captured;
2. Click or tap here to enter text.An explanation of problems, conflicts or concerns, if any, which were encountered during this reporting period;
3. Click or tap here to enter text.A discussion of overall project status and, if warranted, updates or revisions to the project schedule;
4. Click or tap here to enter text.A summary of activities planned for the next reporting period, and if applicable, quantify expectations as measurable products.

Click or tap here to enter text.Please attach any additional items to this Performance Report, if warranted, for further clarification or reference.



Attachment 3



INTEROFFICE MEMORANDUM

**DATE:** July 6, 2020

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

**THROUGH:** Patrick Rutter  
Assistant County Administrator

**FROM:** Deborah Drum, Director *[Signature]* 7-6-2020  
Environmental Resources Management

**SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:  
Grant Agreement (Agreement) with The Nature Conservancy  
(TNC) in the amount not to exceed \$300,000 for the Palm Beach  
Resilient Island Project, beginning upon execution of Agreement  
and expiring October 31, 2021.**

On June 16, 2020, agenda item 3L-3 (R2020-0683), the Board of County Commissioners approved the County Administrator, or designee, to sign the TNC Agreement, and all future time extensions, task assignments, certifications, and other forms associated with the Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign the TNC Agreement and all future time extensions, task assignments, certifications, and other forms associated with the Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement. 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: *[Signature]* DATE: 7/7/2020  
Verdenia C. Baker, County Administrator

DD:kf  
Attachment