Agenda Item: 3L-3

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

| Meeting Date: | October 19, 2021 | (X) Consent () Workshop | ()Regular ()Public Hearing |
|---------------|------------------------------------|-----------------------------|-------------------------------|
| Department: | Environmental Resources Management | | |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) receive and file Amendment No. A1 to the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 21002 (Agreement), for derelict vessel removal, in order to extend the Agreement termination from July 16, 2021 to August 30, 2021; and

B) receive and file Amendment No. A2 to the State of Florida, FWC Agreement in order to increase the compensation amount from \$54,698 to \$66,948 and extend the Agreement termination from August 30, 2021 to November 1, 2021.

Summary: On June 8, 2021, the Board of County Commissioners (BCC) approved the receive and file for the Agreement (R2021-0760). Amendment No. A1 extended the termination date to allow for more time to remove one of the derelict vessels that was located in very shallow water and had failed to be removed after several attempts. Amendment No. A2 increases the compensation amount of the Agreement and again extends the termination date after it was discovered that the hull of derelict vessel was embedded with concrete rubble and required larger equipment to remove it. On July 7, 2020, the BCC approved the Resolution (R2020-0781) to authorize the County Administrator, or designee, to sign all future FWC derelict vessel removal grant In accordance with County PPM CW-O-051, all applications and agreements. delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. Districts 1,4,7 (SS)

Background and Justification: The FWC Derelict Vessel Removal Grant Agreement provides for 100% reimbursement of the total cost to remove four derelict vessels located in Palm Beach County waters. LagoonKeepers.org, a Florida not-for-profit corporation, will provide derelict vessel removal services under an existing contract.

Attachments:

- 1. FWC Agreement No. 21002 Amendment No. A1
- 2. FWC Agreement No. 21002 Amendment No. A2
- 3. Delegation of Authority Memo

Department Director

Date

SAS 8/18/21

Approved by:

Recommended by:

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 202년 | 202.5 |
|--|--|----------------------|-------------------|--------------|------------|
| Capital Expenditures | | | | | |
| Operating Costs | <u>\$66,948</u> | | | | |
| External Revenues | <u>(\$66,948)</u> | | | | |
| Program Income (Cour | nty) | | | | |
| In-Kind Match (County |) | | | | |
| NET FISCAL IMPACT | | | | | - |
| # ADDITIONAL FTE POSITIONS (Cumulati | ve) | | | | |
| Is Item Included in Cur | rent Budget? | Yes | X* | No | _ . |
| Does this item include | the use of fee | deral funds? | Yes | No <u></u> | |
| Budget Account No.: | | | | | |
| Fund <u>1225</u> Departm | ent <u>380</u> Unit | t <u>3310 </u> Objec | t <u>3401</u> Pro | ogram | |
| FWC Grar | ended Sources at Agreement # as amended pe | 21002-CSFA | 4 77005 - \$6 | 6,948 | t: |
| C. Departme | ent Fiscal Revi | ew: | | | |
| III. REVIEW COMMENTS | | | | | |
| A. OFMB Fis June W OFMB JA LM 9 B. Legal Suf | ficiency: | 121 | Mart | ol Comments: | au 9/22/2 |
| Assistant | County Attor | ney | | | |
| C. Other De | partment Revi | ew: | | | |

Department Director

STATE OF FLORIDA FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. A1 TO CONTRACT 21002

This Amendment to Contract No. 21002, referred to as the Original Contract, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Palm Beach County BOCC, 59-6000785, whose address is 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida 33411, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Contract, the parties agree to amend the Original Contract, as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

- 1. Section 3, Agreement Period of the Original Agreement, is hereby amended to read as follows:
 - A. Agreement Period and Commission's Limited Obligation to Pay. This agreement is made pursuant to a grant award and shall be effective upon execution by the last party to sign and shall remain in effect through 08/30/2021.
- 2. Attachment A, Scope of Work, Section 3. Financial Consequences. of the Original Agreement, is hereby amended to read as follows:

In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission may impose a financial consequence of twenty percent (20%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection.

The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to FWC on or before August 30, 2021, before close of business may jeopardize payment of funds to the Grantee per the Agreement.

- 3. Attachment A, Scope of Work, Section 4. Performance, of the original Agreement, is hereby amended to read as follows:
 - D. Closeout. Final receipts with required evidence of completion will be received by the Commission's contract manager no later than August 30, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Contract to be executed through their duly authorized signatories on the day and year last written below.

PALM BEACH COUNTY BOCC

Name: Deborah Drum

Title: Director, Environmental Resources Management

Date: 7-13-2021

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

| Gregg Eason Digitally signed by Gregg Eason Date: 2021.07.14 16:39:35 |
|---|
| Name: |
| Title: |
| Date: |

Approved as to form and legal sufficiency: Isl_Scott A. Stone

Scott A. Stone, Assistant County Attorney

Approved as to form and legality by FWC Attorney:

| Atros | |
|---------------------|---------|
| Commission Attorney | <u></u> |
| \bigcirc | |

STATE OF FLORIDA FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. A2 TO CONTRACT 21002

This Second Amendment to Contract No. 21002, referred to as the Amended Contract, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Palm Beach County BOCC, 59-6000785, whose address is 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida 33411, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Amended Contract, the parties agree to further amend the Amended Contract, as follows, which amendments shall govern to the exclusion of any provision of the Amended Contract to the contrary:

- 1. Section 3, Agreement Period, Paragraph A, Agreement Period and the Commission's Limited Obligation to Pay, of the Amended Contract, is hereby amended to read as follows:
 - A. Agreement Period and Commission's Limited Obligation to Pay. This agreement is made pursuant to a grant award and shall be effective upon execution by the last party to sign and shall remain in effect through 11/01/2021. The Commission's grant manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.
- 2. Section 4, Compensation and Payments, Paragraph A, of the Amended Contract, is hereby amended to read as follows:
 - A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in the amount not to exceed \$66,948.00
- 3. Attachment A, Scope of Work, Section 3. Financial Consequences, of the Amended Contract, is hereby amended to read as follows:

In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission may impose a financial consequence of twenty percent (20%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection.

The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to FWC on or before November 1, 2021, before close of business may jeopardize payment of funds to the Grantee per the Agreement.

- 4. Attachment A, Scope of Work, Section 4. Performance, Paragraph D, Closeout, of the Amended Contract, is hereby amended to read as follows:
 - **D.** Closeout. Final receipts with required evidence of completion will be received by the Commission's Contract Manager no later than November 1, 2021.
- 5. Attachment A, Scope of Work, Section 5, Compensation and Payment, Paragraphs A, Compensation, and B, Cost Share, of the Amended Contract, are hereby amended to read as follows:
 - A. Compensation: For satisfactory completion of the tasks described in this Scope of Work by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in the amount not to exceed \$66,948.00. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the removal and disposal of vessels within the project.
 - **B.** Cost Share: The Grantee is not required to provide any cost share of the total cost of the project as indicated in the FWC Derelict Vessel Removal Grant Guidelines. The total compensation by the Commission shall be \$66,948.00 or 100% of the total cost for the project, whichever is less.
- 6. Attachment B, Requirements of the Federal and Florida Single Audit Acts, Exhibit 1, Federal and State Funding Detail of the Amended Contract is hereby replaced in its entirety with Attachment B-A2, Requirements of the Federal and Florida Single Audit Acts with Exhibit 1, Federal and State Funding Detail.
- 7. Attachment F, Sample Invoice Form of the Amended Contract, is hereby replaced in its entirety with Attachment F-A2, Sample Invoice Form.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Amended Contract to be executed through their duly authorized signatories on the day and year last written below.

Remainder of page left intentionally blank. Signature page to follow.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Brian G. Smith Digitally signed by Brian G. Smith Date: 2021.08.18 13:27:32 -04'00'

PALM BEACH COUNTY BOCC

Name: Deborah Drum

Title: Directaor, Environmental Resources Management

8-13-2021 Date:

Approved as to form and legal sufficiency: Isl_Scott A. Stone

Scott A. Stone, Assistant County Attorney

Approved as to form and legality by FWC Attorney:

Brandy C. Cliott Commission Attorney

Name:___

Title:

Date: ____

Contract Amendment, Page 3 of 3

Revised 9/2018

ATTACHMENT 3



INTEROFFICE MEMORANDUM

| DATE: | November 13, 2020 |
|---|--|
| TO: | Verdenia C. Baker County Administrator |
| THROUGH: | Patrick Rutter Pwl |
| | Assistant County Administrator |
| FROM: | Deborah Drum, Director DVB 41-13-20 |
| | Environmental Resources Management |
| SUBJECT: | REQUEST FOR DELEGATION OF APPROVAL AUTHORITY: To execute all future Florida Fish and Wildlife Conservation |
| | Commission (FWC) Derelict Vessel Removal Grant Applications |
| ومندو والمرافقة والمراجع والمراور والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع | and Agreements per Resolution No. 2020-0781. |

On July 7, 2020, agenda item 3L-1 (R2020-0779), the Board of County Commissioners approved Resolution No. 2020-0781 authorizing the County Administrator, or designee, to execute all future Florida Fish and Wildlife Conservation Commission derelict vessel removal grant applications and agreements.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign all future FWC derelict vessel removal grant applications and agreements. 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:

DATE: 11/23/2020

Verdenia C. Baker, County Administrator

DD:kf Attachment