



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$66,948	_____	_____	_____	_____
External Revenues	(\$66,948)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
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 1225 Department 380 Unit 3310 Object 3401 Program \_\_\_\_\_

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

FWC Grant Agreement #21002-CSFA 77005 - \$66,948  
 \*Budget was amended per authority from R2020-0781

**C. Department Fiscal Review:**

\_\_\_\_\_  
*L. Neary*

**III. REVIEW COMMENTS**

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

<p>_____  <i>Luz Monte</i> 9/21/21                  OFMB # 9-20-21                  LM 9/20                  followed by                  9/22/21</p>	<p>_____  <i>Mr. S. Jambant</i> 9/22/21                  Contract Development &amp; Control</p>
---	---

**B. Legal Sufficiency:**

\_\_\_\_\_  
*Anne Delprat*  
 Assistant County Attorney

**C. Other Department Review:**

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

FWC Contract No. 21002-A1

**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, 4<sup>th</sup> 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.

FWC Contract No. 21002-A1

7

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**

**FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**



Gregg Eason Digitally signed by Gregg Eason  
Date: 2021.07.14 16:39:35  
-04'00'

Name: Deborah Drum

Name: \_\_\_\_\_

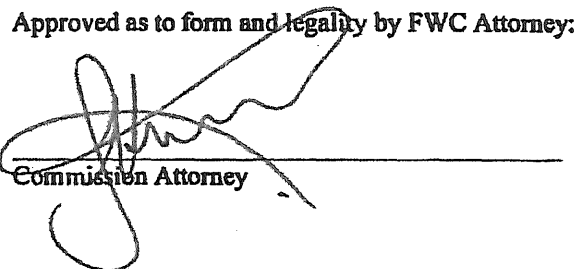
Title: Director, Environmental Resources Management

Title: \_\_\_\_\_

Date: 7-13-2021

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:  
/s/ Scott A. Stone  
Scott A. Stone, Assistant County Attorney

Approved as to form and legality by FWC Attorney:  
  
Commission Attorney

FWC Contract No. 21002-A2

**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, 4<sup>th</sup> 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.

**FWC Contract No. 21002-A2**

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**.

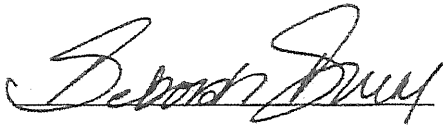
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Amended Contract to be executed through their duly authorized signatories on the day and year last written below.

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

FWC Contract No. 21002-A2

PALM BEACH COUNTY BOCC

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION



Brian G. Smith

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

Name: Deborah Drum

Name: \_\_\_\_\_

Title: Director, Environmental Resources Management

Title: \_\_\_\_\_

Date: 8-18-2021

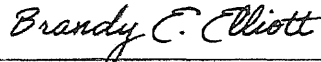
Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

1s/ Scott A. Stone

Scott A. Stone, Assistant County Attorney

Approved as to form and legality by FWC Attorney:



Commission Attorney



INTEROFFICE MEMORANDUM

DATE: November 13, 2020

TO: Verdenia C. Baker  
County Administrator

THROUGH: Patrick Rutter *PR*  
Assistant County Administrator

FROM: Deborah Drum, Director *DD* 11-13-20  
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  
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: *VC Baker* DATE: 11/23/2020  
Verdenia C. Baker, County Administrator

DD:kf  
Attachment