

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 2, 2025	☒ Consent	☐ Regular
		☐ Workshop	☐ Public Hearing
Department:	<u>Environmental Resources Management</u>		

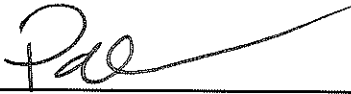
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment No. 3 to the State of Florida, Department of Environmental Protection (FDEP) Contract No. GC913 (Contract), providing additional funding of \$60,953.28 to the overall Contract, with a performance period through June 30, 2027, and Task Order final cost of \$5,485,662.28.

Summary: Petroleum storage tank compliance services, under a series of contracts with FDEP, have been in effect since 1988. On June 20, 2017, the Board of County Commissioners (BCC) approved the Contract (R2017-0838) with FDEP. Delegated authority to sign all future time extensions, task assignments, certifications, and other forms associated with this Contract was approved at that time. Amendment No. 3 provides additional funding of \$60,953.28 to the overall Contract for additional services including routine and variable inspections at petroleum storage tank facilities within Palm Beach, Martin, and St. Lucie Counties. In accordance with PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating department as a receive and file agenda item. **There is no cost to the County. Countywide (SS)**

Background and Justification: The current program, known as the Permitting and Compliance Assistance Program, involves the inspection of underground and aboveground petroleum storage tanks for compliance and compliance assistance to prevent soil and groundwater contamination through Palm Beach, Martin and St. Lucie Counties.

- Attachments:**
- 1. Amendment No. 3, FDEP Contract No. GC913
 - 2. Delegation of Authority

Recommended by:	Deborah Drum	11-1-2025
	Department Director	Date
Approved by:		11/10/25
	Deputy County Administrator	Date

Digitally signed by Deborah Drum
DN: c=org, DC=pbccgov, OU=Enterprise,
OU=Users, CN=Deborah Drum
Email=drum@pbcc.gov
Reason: I am approving this document
Date: 2025.11.01 16:44:24-04'00'
Foxit PDF Editor Version: 12.1.0

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>(60,953)</u>	_____	_____	_____	_____
External Revenues	<u>60,953</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

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

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

Budget Account No.:

Fund 0001 Department 380 Unit 3233 Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: FDEP Contract No. GC913

C. Department Fiscal Review: Durbin 10/29/25

III. REVIEW COMMENTS

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

[Signature] 11/5/25
OFMB
11/5
CB 11/5

[Signature] 11/17/25
Contract Development & Control
29 11.6.25

B. Legal Sufficiency:

[Signature] 11/10/25
Assistant County Attorney

11-6-25 TW

C. Other Department Review:

Department Director

**AMENDMENT NO. 3
TO CONTRACT NO. GC913
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS**

This Amendment to Contract No. GC913, as previously amended, (Contract) is made by and between the Florida Department of Environmental Protection (Department), an agency of the State of Florida, and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, 2300 North Jog Road, 4th Floor, West Palm Beach, Florida, 33411 (Contractor), on the date last signed below.

WHEREAS, the Department entered into the Contract with the Contractor to perform compliance inspections within the jurisdictional (geographical) boundaries of the specified counties, effective July 1, 2017;

WHEREAS, the Contract was subsequently amended on April 30, 2018, and again on January 30, 2019; and

WHEREAS, the parties wish to amend the Contract as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Paragraph 5.A. COMPENSATION, is hereby modified to increase the not to exceed amount by \$60,953.28, as follows:
 - A. As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fee-schedule/cost-reimbursement basis not to exceed \$5,485,662.28, which includes the cost reimbursement not to exceed \$28,000 for Department training and travel costs incidental thereto. For the monthly operation and maintenance services as well as repair and emergency service calls, the Contractor shall be compensated on a fee-schedule basis at the rates approved by the Department and specified in the Scope Guidance Document H, Contractual Service Payment Calculation, attached hereto and made a part hereof. It is understood that fee schedule amounts include all costs necessary to perform the monthly operation and maintenance services as well as repair and emergency service calls including, but not limited to, labor, fringe benefits, overhead, supplies, and travel to and from inspection sites, but do not include reimbursement for equipment purchases. Equipment purchases costing \$1,000.00 or more shall be reimbursed on a cost-reimbursement basis and must be pre-approved by the Department.
2. Attachment E, Contractor Affidavit/Release of Claims Form is hereby deleted in its entirety and replaced with Attachment E-1 Revised Contractor Certification Release of Claims Form, as attached to this Amendment and hereby incorporated into the Contract. All references to Attachment E shall hereinafter refer to Attachment E-1 Revised Contractor Certification Release of Claims Form.
3. Attachment F, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment F-1, Revised Public Records Requirements, as attached to this Amendment and hereby

ATTACHMENT E-1
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Contractor Certification / Release of Claims Form

This certification must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. Final payment for a Task Assignment will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, _____ am the _____ of
(name of person appearing) (title of person appearing)

(name of Contractor) with the authority to
make this statement on its behalf;
2. _____ ("the Contractor") entered into an
(name of company or person)
Agreement with the Department to perform certain work under Task Assignment No. _____.
3. Contractor has completed the work in accordance with the aforementioned Task Assignment, including all attachments thereto.
4. All subcontractors have been paid in full.
5. Upon receipt by Contractor from Department of final payment under the aforementioned Task Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

(Signature of Authorized Contractor Representative)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

ATTACHMENT F-1

1. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- e. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118

Email: Public.Services@FloridaDEP.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399



INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: June 7, 2018

TO: Verdenia C. Baker
 County Administrator

THROUGH: Patrick Rutter *PR*
 Assistant County Administrator

FROM: Deborah Drum, Director *DD* 6/7/18
 Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
 Contract No. GC913 with the Florida Department of
 Environmental Protection for the Permitting and Compliance
 Assistance Program for pollutant storage tank compliance.

On June 20, 2017, agenda item 5E-1 (R2017-0838) the County Commission approved the County Administrator or her designee to sign all future extensions, task assignments, and other forms associated with this Contract, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of this 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 documents associated with this Contract and any necessary minor amendments to those documents that do not substantially change the scope of work, terms, or conditions of this 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: *Verdenia C. Baker* DATE: 6/12/18
 Verdenia C. Baker, County Administrator

DD:kf
 Attachment