

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** September 10, 2024       Consent       Regular  
    Workshop       Public Hearing

**Department:** Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** **Staff recommends motion to receive and file:** Task Assignment No. 9 to the State of Florida, Department of Environmental Protection (FDEP) Contract No. GC896 (R2016-0787) (Contract) providing for ongoing site management activities for cleanup of petroleum contamination sites for an amount not to exceed \$624,008. The task performance period is from July 1, 2024 through June 30, 2025.

**Summary:** On June 21, 2016, the Board of County Commissioners (BCC) approved the FDEP Contract to administer the Petroleum Restoration Program through the Department of Environmental Resources Management (ERM). Delegated authority to sign all future time extensions, task assignments, certifications, and other forms associated with this Contract was approved at that time. On June 21, 2024, Task Assignment No. 9 was executed through delegation of authority. The Task Assignment was executed by FDEP on June 25, 2024. In accordance with County 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:** Petroleum cleanup services under a series of contracts with the FDEP have been in effect since 1988. The current program, known as the Petroleum Restoration Program, involves site management, technical review services, and enforcement of state petroleum contamination cleanup regulations for sites in the County, on behalf of FDEP, contaminated by discharges of petroleum products. The County's responsibilities include site management, development of a scope of work, review of technical documents, and evaluation of contractors, owner communication and other technical documentation. The program, administered by ERM for a five-year period from July 1, 2021 through June 30, 2026.

**Attachments:**

- 1. FDEP Contract No. GC896 Task Assignment No. 9
- 2. Delegation of Authority

**Recommended by:** *Michael Stubb*      7/30/24      SAS 7/29/24  
Department Director      Date

**Approved by:** *Par*      8/29/24  
Deputy County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>156,002</u>	<u>468,006</u>	_____	_____	_____
External Revenues	<u>(156,002)</u>	<u>(468,006)</u>	_____	_____	_____
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>	
Does this item include the use of state funds?			Yes <u>X</u>	No _____	

**Budget Account No.:**

Fund 1230 Department 380 Unit 3235 Object various 156,002  
 Fund 0001 Department 380 Unit 3235 Object various 468,006  
 624,008

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

C. Department Fiscal Review: Shing

**III. REVIEW COMMENTS**

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

Lisa Maut 8/12/24 Munde Munde 8/13/24  
 OFMB PC 8/13 DA816 Contract Development & Control  
 8/13/24

**B. Legal Sufficiency:**

[Signature] 8/13/24  
 Assistant County Attorney

**C. Other Department Review:**

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Task Assignment**

This Task Assignment (TA) is entered into between the Parties named below, pursuant to Contract Number: **GC896**

1. TA Number: **9** TA Completion Date: **June 30, 2025**

TA Description: **Palm Beach County Board of County Commissioners will provide site management service in accordance with Attachment C.**

2. Parties

**State of Florida Department of Environmental Protection** (Department)

Department Project Manager: **Nicole Mitchell** Department Project Manager Phone: **(850) 245-8885**

Contractor Name: **Palm Beach County Board of County Commissioners** (Contractor )

Contractor's Project Manager: **Deborah Drum** Contractor's Project Manager Phone: **(561) 233-2400**

3. Project Number: **GC896-TA9**

*(If different from TA Number)*

Project Location(s): **2300 N. Jog Road West Palm Beach, Florida 33411**

Project Name: **Petroleum Contamination Cleanup Management**

4. As consideration for the services rendered by Contractor under the terms of this TA, the Department shall pay the Contractor on the following bases, up to the Total TA Value as indicated below:

- Fixed Price: \_\_\_\_\_
- Fixed Unit Rate: **\$ 624,008.00** *(Extended Price)*
- Cost Reimbursement: \_\_\_\_\_
- Total TA Value: **\$ 624,008.00**

5. The Parties agree to comply with the terms and conditions of the underlying the Contract, and the following attachments which are hereby incorporated by reference:

- Attachment 1: **Scope of Work**
- Additional Attachments (if necessary): \_\_\_\_\_

**IN WITNESS WHEREOF, this TA shall be effective on the last date signed below.**

**Palm Beach County Board of County Commissioners**  
**Contractor**

**State of Florida Department of Environmental Protection**  
**Department**

Name: **Deborah Drum**

**Jessica Kramer, Deputy Secretary**

Title: **LP Contract Manager**

**Secretary or Designee**

**Deborah Drum**

**Jessica Kramer**

Digitally signed by Jessica Kramer  
Date: 2024.06.25 15:09:43 -04'00'

*(Authorized Signature)*

*(Authorized Signature)*

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

Additional signatures attached on separate page.

Approved as to form and legal sufficiency:

*/s/ Scott A. Stone*

Assistant County Attorney

**Funding Information:**

Org. Code	E.O.	Object Code	Budget Entity	Appropriation Category	Grant #	Project #	Year	Amount
<b>450401000</b>	<b>JN</b>	<b>131545</b>	<b>37450300</b>	<b>104138</b>		<b>GC896</b>	<b>00</b>	<b>\$ 620,741.00</b>
<b>450401000</b>	<b>JM</b>	<b>751002</b>	<b>37450300</b>	<b>050840</b>		<b>GC896</b>	<b>00</b>	<b>\$ 3,267.00</b>

Additional Funding Information attached on separate page.

ATTACHMENT C

Task Assignment No. 9 (07/01/2024 – 06/30/2025)

A. Tasks

Local Program performs all work as specified in **Attachment A** of the Contract GC896.

B. Performance Measures

Department Contract Manager shall review deliverable documentation to ensure that work has been performed as specified in the Scope. The Department Contract Manager will notify the Local Program of acceptance or any deficiencies in the work and/or deliverables. The Local Program will be given an opportunity to remedy deficiencies at no additional cost to the Department. In addition, the Department Contract Manager will perform a detailed performance analysis to determine retainage release on a monthly basis, per **Paragraph D** below.

C. Compensation

Fixed costs include all expenses associated with vehicle operation and maintenance, lease, or rental (including vehicle maintenance cost for field visits and operation and maintenance (O&M) inspections; all travel costs associated with Department training and/or meetings with Department representative(s) within Florida) all costs for staffing, including salaries, fringe benefits, rent, utilities, any overhead and indirect expenses; general administrative expenses and all other costs related to the performance of the work specified in the **Attachment A** of the Contract and this Task Assignment.

1. Level of Effort.

If the Local Program has been assigned more than one site (discharge) at a source property, the Local Program will only be compensated for the site with the highest level of effort.

a. Retainage will be withheld as specified in **Paragraph D** for the following activities:

- i. The Local Program will be compensated at a rate of \$3,820.00 per source property per year in planning phase (site assessment (SA), including interim source removal, and remedial action plan (RAP)).
- ii. Remediation phase (remedial action construction (RAC), operation and maintenance (O&M) and source removal (SR)); because more effort is expected and required in managing sites in these phases, source properties with sites in remediation phase will be compensated at a rate of \$7,640.00 per year for the first two (2) years after a RAP Approval Order, UIC Approval Order, or County-issued approval letter, if no Order is required, is issued for a Level 1 or Level 2 RAP or a Level 4 Limited Scope RAP or RAP Modification Plan (as defined in **Attachment B** of the Contract), and \$3,820.00 after the first two (2) years. For a Level 1, 2 or 3 Limited Scope RAP or RAP Modification Plan (as defined in **Attachment B** of the Contract) the source property will be compensated at a rate of \$7,640.00 for one (1) year after a RAP Approval Order, UIC Approval Order or County-issued approval letter if no Order is required, is issued, and \$3,820.00 for subsequent years. This includes SRs (not interim source removals under SA) which will be paid at \$7,640.00 for one (1) year and \$3,820.00 for subsequent years.
- iii. Sites in monitoring phase (natural attenuation monitoring (NAM), post active remediation monitoring (PARM), long term natural attenuation monitoring (LTNAM), and well abandonment for site closure (WASC)); because minimal effort is expected and required for sites in this phase, the Local Program will be compensated at a rate of \$2,292.00 per year.
- iv. Non-Program and Voluntary Cleanup sites: The Local Program will be compensated at 75% of the level of effort cost as described above.

## ATTACHMENT C

### 2. Performance Incentives

- a. In order to encourage more efficient site cleanup, and in addition to the fixed cost payments, the Local Program shall be paid an additional target payment of \$500.00, when the following is completed at a site:  
A Site Rehabilitation Completion Order (SRCO) per Chapter 62-780.680, F.A.C., or Low Score Site Initiative No Further Action Approval Order per Section 376.3071(12), F.S., is issued, but only if the order is submitted to the Department within 60 calendar days of the approval of the no further action proposal or well abandonment report, whichever is later. The number of discharges listed in a SRCO should correspond with the number of discharges listed in the no further action proposal. For example, if multiple discharges were proposed for no further action in a report, only one SRCO shall be submitted.
- b. **2% PERFORMANCE INCENTIVE PAYMENT MAXIMUM** -The maximum amount that can be paid annually is 2% of the total source property compensation amount, even if more performance incentives are met. Performance incentives must be billed for on the invoice for the month they are achieved.

3. Cost reimbursement: No cost reimbursement will be made under this Task Assignment.

### D. Financial Consequences

No payment will be made for unsatisfactory work. In addition, retainage will be withheld in the amount of 4% of 1/12 of the total source property compensation.

#### Retainage

1. 4% of 1/12 of total source property compensation will be withheld as retainage each month.
2. Based on the level to which performance measures are met, up to one hundred percent (100%) of the retainage will be released the month after the invoice is submitted. Performance for purposes of obtaining the one hundred percent (100%) retainage is based on the following four (4) performance measures:
  - a. Performance Measure 1: Turnaround times for deliverable reviews – Percentage of deliverable reviews that met turnaround times as reported in Storage Tank Contamination Monitoring database (STCM) (**Attachment T of Contract**).
  - b. Performance Measure 2: Document correctly and timely inserted into OCULUS (**Paragraphs A.1.e., A.1.f, A.1.g.iii, A.1.h, A.1.i., and A.1.m. of Attachment A**) and data entry correctly and timely updated in STCM (**Paragraphs A.1.a., A.1.e, A.1.i., and A.1.l. of Attachment A**) – based on a review by the Department of a percentage of documents reported on the invoice and correctly and timely updated in STCM and correctly and timely inserted in OCULUS. The overall percentage will be extrapolated from the Department's review;
  - c. Purchase Order (PO) Turnaround Times – monthly average of days between a site manager starting the Schedule of Pay Item (SPI) and the PO issue date, as reported in STCM. A monthly average of 32.0 days or less will be considered a performance metric of 100%, a monthly average of 32.1 to 35.0 days will be considered a performance metric of 75%, a monthly average of 35.1 to 38.0 days will be considered a performance metric of 50%; and a monthly average of greater than 38.0 days will be considered a performance metric of 0% and;
  - d. Performance Measure 4: Performance Measure 4: Contractor Performance Evaluation (CPE) Completion Rates – the monthly percentage of work orders that require a CPE (but a final invoice was paid on or after January 1, 2017 and not more than 30 days from the date of the contractor invoice approval) divided by total of all work orders that require a CPE (but a final invoice was paid on or after January 1, 2017).
3. Performance Measures: Monthly Retainage Release Schedule
  - a. The percentage calculated for each of the above four performance metrics (Paragraph 2a through 2d) will be averaged, and that average will be used to determine how much retainage will be released;

## ATTACHMENT C

- b. If the average of the four monthly performance metrics is 90% or above, then 100% of withheld retainage will be released the following month;
- c. If the average of the four monthly performance metrics is at least 80%, but less than 90%, then 75% of withheld retainage will be released the following month and 25% of the withheld retainage will be forfeited.
- d. If the average of the four monthly performance metrics is at least 70%, but less than 80%, then 50% of withheld retainage will be released the following month and 50% of the withheld retainage will be forfeited.
- e. If the average of the four monthly performance metrics is below 70%, then 0% of the withheld retainage will be released the following month and 100% of the withheld retainage will be forfeited and a corrective action plan will be required.

### E. Budget Summary

The total Task Assignment (TA) amount for TA #9 of DEP Contract No. GC896 is \$624,008.00. The Local Program will be paid an annual fixed cost of \$611,773.00 for petroleum cleanup site management of 167 source properties. Additional funds are considered in this Task Assignment for compensation associated with the completion of Performance Incentives (see **Paragraph C.2.**, above). However, the actual payment amount may be less than the Task Assignment amount, based on the Local Program's performance.

1. Payments for each month can range from 96% to 102% of 1/12 of the total source property compensation amount.
2. SRCOs that are issued during the Task Assignment period do not reduce the total source property compensation amount for this Task Assignment.
3. If the number of source properties worked on during the Task Assignment period ranges between 90% and 110% of source properties assigned, the total Task Assignment amount will not be increased or reduced. If less than 90% of source properties assigned were worked on during the Task Assignment period, the level of effort costs associated with the source properties not worked on (below the 90% threshold) will be returned to the Department within sixty (60) calendar days of the Department's request for return of funds. If the number of additional source properties assigned during the Task Assignment period exceeds 110% of source properties assigned, a Task Assignment Change Order may be issued to provide compensation for the increased number of source properties (exceeding 110%) if the Local Program makes a written request. Sites assigned to the Local Program after April 30, 2025, will be excluded in the 90% to 110% calculation if they are not worked on during the task assignment period.

- F. The Task Assignment Notification Form and Task Assignment Change Order Form as attached to the Contract are hereby deleted. All Task Assignments and Task Assignment Change Orders shall be executed on the Department's latest Task Assignment and Task Assignment Change Order forms, copies of which are available from the Department's Contract Manager.



**INTEROFFICE MEMORANDUM  
Palm Beach County  
Environmental Resources Management**

**DATE:** May 15, 2018

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

**THROUGH:** Jon Van Arman  
Deputy County Administrator

MAY 18 2018

**FROM:** Deborah Drum, Director  
Environmental Resources Management

*DD* 5/15/18

**SUBJECT:** REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:  
Contract No. GC896 with the Florida Department of  
Environmental Protection (FDEP) for the Petroleum Restoration  
Program

On June 21, 2016, agenda item 3L3 (R2016-0787), the Board of County Commissioners approved the County Administrator, or her 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, or terms and conditions of the 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 forms associated with the Contract, and any necessary minor amendments that do not substantially change the scope of work, or terms and conditions of the 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: *VBaker* DATE: 5/21/18  
Verdenia C. Baker, County Administrator

DD:kf  
Attachment