



**Department of Environmental  
Resources Management**

2300 North Jog Road, 4th Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcgov.com/erm



**Palm Beach County  
Board of County  
Commissioners**

Melissa McKinlay, Mayor  
Mack Bernard, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Dave Kerner  
Steven L. Abrams  
Mary Lou Berger

**County Administrator**

Verdenia C. Baker

October 30, 2018

Cissy Proctor, Executive Director  
Florida Department of Economic Opportunity

**SUBJECT: 2018-2019 FLORIDA JOB GROWTH GRANT FUND  
APPLICATION**

Dear Ms. Proctor:

Please accept Palm Beach County's Florida Department of Economic Opportunity 2018-2019 Florida Job Growth Grant Fund Application.

If you have any questions or need additional information, please contact me at (561) 233-2400 or Carman Vare, Environmental Program Supervisor at (561) 233-2424. Thank you for your consideration of Palm Beach County's application.

Sincerely,

Deborah Drum, Director  
Environmental Resources Management

cc: Verdenia C. Baker, County Administrator  
Peter Antonacci, President & CEO, Enterprise Florida  
Todd Bonlarron, Assistant County Administrator  
Patrick Rutter, Assistant County Administrator  
Fred Baddour, President, CRB Geological & Environmental Services  
Joe Weatherby, ARI-Clamagore

Attachment (1)



**MEMORANDUM**

**TO:** Melissa McKinlay, Mayor  
Board of County Commissioners

**THROUGH:** Verdenia C. Baker, County Administrator  
Board of County Commissioners

**THROUGH:** Patrick Rutter  
Todd J. Bonlarron  
Assistant County Administrators

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

**DATE:** October 30, 2018

**RE:** **FLORIDA JOB GROWTH GRANT FUND APPLICATION**

**Department of Community Services**

810 Datura Street  
West Palm Beach, FL 33401  
(561) 355-4700  
FAX: (561) 355-3863  
[www.pbcgov.com](http://www.pbcgov.com)



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**County Administrator**

Verdenia C. Baker

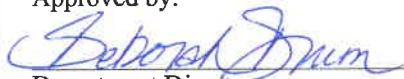
Pursuant to Florida Statute 288.101, your signature is needed on the 2018-2019 Florida Job Growth Grant Fund application for a funding request of \$2,000,000.

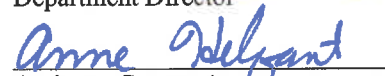
The Florida Job Growth Grant Fund is an economic development program designed to build on Florida's success and economic prosperity since 2010. In FY 2018-2019, \$85 million has been earmarked for public infrastructure and job training projects in Florida. The amount requested in the grant is \$2,000,000 and there is no County match required. This grant application will provide the remaining funds needed to create an offshore artificial reef utilizing the World War II era submarine, *USS Clamagore*. The addition of the submarine as an artificial reef will be a one-of-a-kind opportunity to an already well established fishing and diving destination and will bring a new and unique economic opportunity to Palm Beach County. The application will be submitted to the Florida Department of Economic Opportunity.


The County was recently made aware of this funding opportunity and was urged to submit an application as soon as possible. Therefore, the emergency signature process is being utilized because there is not sufficient time to submit the grant application through the regular Board of County Commissioner's agenda process and meet the return deadline. The County was also informed that projects with the best chance for funding should be ready to commence upon grant fund approval. The *USS Clamagore* Project is ready for commencement once the remaining funds of \$2,000,000 are raised. Staff will submit this item at the next BCC Commission meeting.

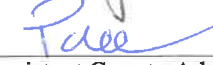
If additional information is needed, please contact Deborah Drum, (561) 233-2454.

Approved by:

  
Department Director

  
Assistant County Attorney

  
OFMB

  
Assistant County Administrator

"An Equal Opportunity  
Affirmative Action Employer"

Attachment: Florida Job Growth Grant Fund Application



## 2018-2019 Florida Job Growth Grant Fund Public Infrastructure Grant Proposal

Proposal Instructions: The Florida Job Growth Grant Fund Proposal (this document) must be completed by the governmental entity applying for the grant and signed by either the chief elected official, the administrator for the governmental entity or their designee. Please read the proposal carefully as some questions may require a separate narrative to be completed. If additional space is needed, attach a word document with your entire answer.

### Governmental Entity Information

Name of Governmental Entity: Palm Beach County Environmental Resources Management

Government Federal Employer Identification Number [REDACTED]

Primary Contact Name: Deborah Drum

Title: Director, Palm Beach County Dept. of Environmental Resources Management

Mailing Address: 2300 N Jog Rd. 4th Floor, West Palm Beach, FL 33411

Phone Number: 561-233-2400

Email: ddrum@pbcgov.org

Secondary Contact Name: Jena McNeal

Title: Environmental Analyst/USS Clamagore Project Manager

Phone Number: 561-233-2513

### Public Infrastructure Grant Eligibility

Pursuant to section 228.101, F.S., the Florida Job Growth Grant Fund was created to promote economic opportunity by improving public infrastructure and enhancing workforce training. Eligible entities that wish to access this grant fund must submit public infrastructure proposals that:

- Promote economic recovery in specific regions of the state, economic diversification or economic enhancement in a targeted industry ([View Florida's Targeted Industries here](#)).
- Are not for the exclusive benefit of any single company, corporation or business entity.
- Are for infrastructure that is owned by the public and is for public use or predominately benefits the public.

## 1. Program Requirements:

(If additional space is needed, attach a word document with your entire answer.)

Each proposal must include the following information describing how the project satisfies eligibility requirements listed on page 1.

- A. Provide a detailed description of the public infrastructure improvements.

Please see Attachment 1.

- B. Provide location of public infrastructure, including physical address and county of project.

The USS Clamagore project will be deployed as an artificial reef approximately 1.5 miles offshore of Juno Beach, Palm Beach County, Florida, in 90' of water. (See Location Map -- Attachment 2).

- C. Is this infrastructure currently owned by the public?  Yes  No

If no, is there a current option to purchase or right of way provided to the County?

N/A

- D. Provide current property owner.

The reef deployment location is on submerged, State-owned lands. Palm Beach County has all of the permits necessary to place the USS Clamagore at the reef site.

- E. Is this infrastructure for public use or does it predominately benefit the public?

Yes  No

The proposed reef location is a permitted artificial reef site that is accessible to the public. The relatively shallow depth of 90' will allow divers of all levels an opportunity to visit the site.

- F. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation or business entity?

Yes  No

The completed project will be available to the public for use by the boating, diving, and fishing communities.

**G. Provide a detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote:**

- Economic recovery in specific regions of the state;
- Economic diversification; or
- Economic enhancement of a Targeted Industry ([View Florida's Targeted Industries here](#)).
  - Describe how the project will promote specific job growth. Include the number of jobs that will be retained or created, and in which industry(ies) the new net jobs will be created using the North American Industry Classification System ([NAICS](#)) codes. Where applicable, you may list specific businesses that will retain or create jobs or make capital investment.
  - Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current or future businesses.

Please see Attachment 1

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## **2. Additional Information:**

(If additional space is needed, attach a word document with your entire answer.)

**A. Provide the proposed commencement date and number of days required to complete construction of the public infrastructure project.**

Phase I of the project has been underway since 2017. Once funding has been secured, the proposed commencement date for Phase II is January 1, 2019 with approximately 225 days to complete the project.

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**B. What permits are necessary for the public infrastructure project?**

Florida Department of Environmental Protection (FDEP) and Army Corps of Engineers (ACOE) permits.

- C. Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?**

All environmental permits have been secured; FDEP Permit No. 50-0231153-005 (expires 1/30/2028) and ACOE Permit No. SAJ-2006-7012 (expires 2/14/2023).

- D. What is the future land use and zoning designation on the proposed site of the infrastructure improvements, and will the improvements conform to those uses?**

N/A

- E. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail the timeline.**

Yes  No

N/A

- F. Is the project ready to commence upon grant fund approval and contract execution? If no, please explain.**

Yes  No

Yes. See further explanation in Attachment 1.

- G. Does this project have a local match amount?**  Yes  No

If yes, please describe the entity providing the match and the amount.

Palm Beach County is providing \$1M for the project (See Attachment 3) and the County's contractor, ARI - Clamagore, has secured \$1,435,000 from the State of South Carolina and others.

- H. Provide any additional information or attachments to be considered for this proposal. Maps and other supporting documents are encouraged.**

Letters of support from the Historic Naval Ships Association, USS Clamagore Veterans' Association, Florida Veteran's Council, Navy UDT Seal Museum, Florida Fish and Wildlife Conservation Commission, and the Marine Industries Association. The project has been endorsed by over 2 million veterans.

### 3. Program Budget

(If additional space is needed, attach a word document with your entire answer.)

**Estimated Costs and Sources of Funding:** Include all applicable public infrastructure costs and other funding sources available to support the proposal.

1.) **Total Amount Requested**      \$ 2,000,000  
     Florida Job Growth Grant Fund

**A. Other Public Infrastructure Project Funding Sources:**

    City/County                      \$ 1,000,000  
     Private Sources                 \$ 1,035,000

    Other (grants, etc.)            \$ 400,000  
     **Total Other Funding**       \$ 2,435,000

Please Specify: In-Kind

**B. Public Infrastructure Project Costs:**

    Construction                    \$ 4,435,000  
     Reconstruction                \$  
     Design & Engineering         \$  
     Land Acquisition               \$  
     Land Improvement             \$

    Other                              \$  
     **Total Project Costs**         \$ 4,435,000

Please Specify: \_\_\_\_\_

**Note:** The total amount requested must be calculated by subtracting the total Public Infrastructure Project Funding Sources in A. from the total Public Infrastructure Project Costs in B.

- C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget-related information.

Please see Attachment 1

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#### 4. Approvals and Authority

(If additional space is needed, attach a word document with your entire answer.)

- A. If the governmental entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g., approval of a board, commission or council)?

The Palm Beach County Board of County Commissioners (PBC-BCC) will need to approve the grant agreement.

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If board authorization is not required, who is authorized to sign?

The Mayor of the PBC-BCC is authorized to sign the agreement.

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- B. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the governmental entity and the Florida Department of Economic Opportunity:

- i. Provide the schedule of upcoming meetings for the group for a period of at least six months.
- ii. State whether entity is willing and able to hold special meetings, and if so, upon how many days' notice.

Attachment 5 shows the schedule of upcoming meetings. Generally there are two BCC meetings held each month with a 6-7 week process for staff review. This process can be expedited on a case by case.

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- C. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the governmental entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.

The process is outlined in our Policy and Procedure Manual PPM# CW-F-003. See Attachment 6.

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I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described entity and to the best of my knowledge, that all data and information submitted in proposal is truthful and accurate and no material fact has been omitted.

Name of Governmental Entity: Palm Beach County Board of County Commissioners

Name and Title of Authorized Representative: \_\_\_\_\_ Mayor

Representative Signature: Melissa McKeel

Signature Date: 10/30/18

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY.

Anne Delgant  
COUNTY ATTORNEY



## 2018-2019 Florida Job Growth Grant Fund

### Public Infrastructure Grant Proposal

#### Attachment 1

##### 1. Program Requirements

###### A. Provide a detailed description of the public infrastructure improvements:

Palm Beach County is proposing a public infrastructure improvement to the County's offshore reef resources and tourism industry by deploying the *USS Clamagore*, a 325 ft. WWII era submarine, offshore of Juno Beach, FL. By deploying the *USS Clamagore* offshore of Florida's coastline, a unique diving and fishing destination will be created and provide a permanent economic engine for the scuba diving, hotel, restaurant and overall tourism industry within the State. A land-based museum within Palm Beach County for the *USS Clamagore* is also proposed. This would allow veterans the opportunity to continue to visit portions of the submarine and provide a location for them to hold their annual reunion. The museum would also engage the non-diving tourists to experience a WWII era museum while visiting Palm Beach County.

Palm Beach County respectfully requests \$2,000,000 in funding for the completion of this project. Total project costs are \$4,435,000 with \$2,435,000 raised to date. Of the funds raised, \$1,000,000 will be provided by the County through a contract with Artificial Reef International *USS Clamagore* (ARI) and \$1,435,000 will be provided by the contractor.



*USS Clamagore* at the dock at Patriot's Point Naval and Maritime Museum in South Carolina.

**B. Provide location of public infrastructure, including physical address and county of project:**

The *USS Clamagore* will be deployed as an artificial reef 1.5 miles offshore of Juno Beach, FL within Palm Beach County. The planned deployment location is purposefully situated between two major inlets; Lake Worth Inlet where the Port of Palm Beach is located, and Jupiter Inlet to ensure access by commercial dive boats and recreational divers and fishermen. Please see the attached location map (Attachment 2).

**C. Is this infrastructure currently owned by the public?**

Yes

**D. Provide current property owner:**

The *USS Clamagore* is owned by the State of South Carolina and the deployment location is State owned submerged lands. Palm Beach County has the permits to place the vessel on the State owned lands.

**E. Is this infrastructure for public use or does it predominately benefit the public?**

Yes, the proposed reef location is a permitted artificial reef site that is accessible to the public. The relatively shallow depth of 90' will allow divers of all levels an opportunity to visit the site.

**F. Will the public infrastructure improvements be for the exclusive benefit of any single company or corporation or business entity?**

No, the completed project will be available to the public for use by the boating, diving, and fishing communities.

**G. Provide a detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote economic diversification:**

The proposed public infrastructure project, *USS Clamagore* Project, is designed to provide economic diversification in Palm Beach County, FL. This one-of-a-kind opportunity to deploy the *USS Clamagore* offshore of Florida in a premier boating, fishing and scuba diving destination will bring a new, permanent and unique economic engine to Palm Beach County and the State. This project has been designed by the experienced team of artificial reef staff in Palm Beach County and the similarly experienced personnel at Artificial Reefs International-USS Clamagore, (ARI). ARI personnel are responsible for creating some of the most economically successful artificial reefs ever deployed, including the USS Hoyt S. Vandenberg Project in the heart of the Florida Keys National Marine Sanctuary off Key West and the USS Mohawk CGC in the Gulf of Mexico off Lee County, FL. The *USS Clamagore* Project will attract scuba divers from all over the world to dive this unique dive site. Other business sectors that will permanently benefit directly from the *USS Clamagore* Project include but are not limited to: lodging, food and beverage, travel, shopping, gasoline, equipment rental and parking at a minimum. The results should be similar if not better than those experienced by the Florida Keys as a result of the Vandenberg Project. As demonstrated by the Vandenberg Project, the

*USS Clamagore* Project should easily generate 100-200 permanent jobs in widely diversified economic sectors in Palm Beach County and Florida. The *USS Clamagore* Artificial Reef Project should easily generate \$1 million dollars a year in sales tax revenue. Millions in annual gross commerce, especially in the slower summertime months, (scuba diving season) can be expected. While not verified in specific study, qualified economists very well acquainted with artificial reef economics were consulted and found these estimates reasonable.

While properly planned and executed, artificial reef projects are a permanent and effective way to promote economic development. Marquee artificial reef projects like the *USS Clamagore* are highly leveraged financially in that partial funding for this project comes from non-traditional and/or non-State of Florida sources. In this case, funding sources include \$1 million from Palm Beach County, \$535,000 from Patriots Point Naval and Maritime Museum, \$500,000 from College of Charleston, as well as the following private sector sponsors; Salt Life, Gibbs and Cox, Sub-Salve and Terex/Genie Equipment. This investment in economic development in Florida is further leveraged by the fact that once deployed, this artificial reef has no ongoing overhead. No employees, no insurance, and no upkeep.

The business community agrees. The Palm Beach County Dive Association, the Marine Industries Association of Palm Beach County, the Marine Industries Association of Florida, and the Coastal Conservation Association of Florida all support this project. The *USS Clamagore* Project will be featured in the Diving Equipment and Marketing Association annual trade show November 14-17th in Las Vegas, Nevada. Discover the Palm Beaches report that there are 2,600 new hotel rooms currently in development in Palm Beach County. They are expected to be available inventory by 2020, bringing the county total to 20,000 available units. They are extremely excited to welcome this new asset to put Heads-In-Beds!

An added benefit to this type of world-class artificial reef is that they come with inherent cache that world media finds irresistible. For example: Discover the Palm Beaches reports that \$15 million was spent last year from all sources on marketing and promotional materials. \$7 million of this was spent on direct ad buys. Based on experiences from the Vandenberg Reef Project in the Florida Keys, a very conservative estimate of expected earned media (free press) based on historic results for the *USS Clamagore* is \$25-50 million in the first year alone. This compares extremely well with the retail buy of Discover the Palm Beaches. The project's optics are breathtaking: a 325 foot long , 50 foot high submarine transported by barge is a sight no one has yet seen and unlikely to see again. At least two television shows have already committed.

There are ancillary benefits to the *USS Clamagore* Artificial Reef Project that are both easy to recognize and difficult to quantify. First of these is environmental. Properly planned and deployed, large artificial reefs are highly successful as marine habitat. This is primarily due to their size and complexity and their tall relief in the water column. They tend to get better over time as they naturally recruit with corals, sponges and reef fish communities.

The second of these is maritime/military heritage. Two million veterans representative of various veteran organizations statewide have provided written support of the *USS Clamagore* Project. A land-based museum is being planned that will house important memorabilia from the submarine as well as provide a meeting place for submarine veterans and their families.

## **2. Additional Information:**

### **A. Provide the proposed commencement date and number of days required to complete construction of the public infrastructure project:**

Phase I of the project has been underway since 2017. Once funding has been secured, the proposed commencement date for Phase II is January 1, 2019 and will take approximately 225 days to complete the project.

### **B. What permits are necessary for the public infrastructure project?**

A Florida Department of Environmental Protection (FDEP) Submerged Lands permit and Army Corps of Engineers (ACOE) permit.

### **C. Detail whether required permits have been secured, and if not, detail the timeline for securing these permits.**

All environmental permits have been secured; FDEP Permit No. 50-0231153-005 and ACOE Permit No. SAJ-2006-7012.

### **D. What is the future land use and zoning designation on the proposed site of the infrastructure improvements, and will the improvements conform to those uses?**

N/A

### **E. Will the amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities?**

No

### **F. Is the project ready to commence upon grant fund approval and contract execution?**

Yes, Palm Beach County has a contract with Artificial Reefs International USS Clamagore (ARI) for the deployment of the *USS Clamagore* offshore of Palm Beach County (Attachment 3). ARI has a rights agreement with Patriot's Point Naval and Maritime Museum, an agency of the State of South Carolina, for the deployment as an artificial reef (Attachment 3). The total project cost is \$4,435,000 and to date \$2,435,000 in funding has been raised. The contractor has in-kind services secured for the deployment engineering by Gibbs and Cox Maritime Solutions, deployment logistics by Subsolve USA, and crane services by Terex Corporation. Salt Life has also committed to and kicked off a media campaign for the project, started a Go Fund Me drive, and is selling Salt Life *USS Clamagore* commemorative clothing.

### **G. Does this project have a local match amount?**

Yes, Palm Beach County is providing a \$1 million for the project through a contract with ARI and the County's contractor. ARI has secured \$1,435,000 from the State of South Carolina, the College of Charleston, and others.

**H. Provide any additional information or attachments to be considered for this proposal.**

Attachment 4 showcases support letters that represent the support of over 2 million veterans, Florida Fish and Wildlife Conservation Commission, Marine Industries Association of Palm Beach County, and the local Palm Beach Diving Association for the proposed project.

**3. Program Budget**

**C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget related information.**

The total cost for the *USS Clamagore* project is \$4,435,000. Palm Beach County has committed \$1M towards the project through a contract with ARI Clamagore, Attachment 3. The contractor, ARI Clamagore, has raised \$535,000 from the Patriot’s Point Naval and Maritime Museum, \$500,000 from the College of Charleston and \$400,000 from in kind services. The remaining funds need to be raised by the contractor by January 2019. After the remaining funds have been raised, the *USS Clamagore* will be relocated from Patriot’s Point Naval and Maritime Museum to a nearby birth for the environmental remediation and remaining pollutant removal to take place from January-May 2019. The submarine will be prepped for deployment in May-June and transported and scuttled offshore of Juno Beach on June 15, 2019.

**Timeline**

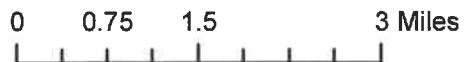
	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Phase I</b>	<b>JFMAMJJASOND</b>	<b>JFMAMJJASOND</b>	<b>JFMAMJJASOND</b>
Acquisition of the Clamagore	XXXXXX		
US Veteran’s Support	XXXXXXXXXXXXXXXXXXXXXXXXXXXX		
Removal of Pollutants			XXXXXXXXXX
Secure Remaining Funds			XXXXXXXX
<b>Phase II</b>			
USS Clamagore Relocation			XXX
Additional Environmental Remediation			XXXXX
Deployment Preparation			XXX
Tow and Scuttling of Sub (June 15, 2019)			XX
Weather Contingency			XXX



Palm Beach County  
 Department of  
 Environmental  
 Resources  
 Management

**USS Clamagore  
 Attachment 2**

● 26 52.447/-80 01.470  
 Deployment Location



2 original  
1  
12-14-17

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Agenda Item

5A-1  
HVIMM 70  
R-2017-0113

Meeting Date: January 10, 2017 ( ) Consent (X) Regular and  
( ) Workshop ( ) Public Hearing

Department

Submitted By: Environmental Resources Management  
Submitted For: Environmental Resources Management

R-2017-0114

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:**

**A) approve** Contract for Sinking of Retired Naval Submarine *USS CLAMAGORE* to Create an Artificial Reef (Contract) with CRB Geological and Environmental Services, Inc. (CRB-GES) D/B/A Artificial Reefs International *USS Clamagore*, a Miami based company, in an amount not to exceed \$1,000,000 for turnkey services that include: procurement, preparation, towing and scuttling of the 320' retired United States Naval Submarine *USS CLAMAGORE* in 90-100' of water at a County-permitted artificial reef location offshore of Jupiter/Juno Beach within 365 days of Contract execution;

**B) adopt** a resolution authorizing the Clerk of the Board to disburse \$1,000,000 from the Vessel Registration Fee Trust Fund to cover the County's portion of the *USS CLAMAGORE* Reef Project (Project);

**C) approve** a Budget Transfer of \$1,000,000 from the Environmental Enhancement Non-Specific Funds (1225) Reserves to the *USS CLAMAGORE* Reef Project; and

**D) authorize** the County Administrator, or her designee, to sign all future time extensions, task assignments, certifications, 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.

**Summary:** CRB-GES has secured exclusive rights with the submarine owner, Patriots Point Naval & Maritime Museum, for acquiring and reefing the *USS CLAMAGORE*, a 320' long Balao class submarine built in 1945 and retired to the museum in 1975. Total costs for the Project should not exceed \$4M, with CRB-GES raising the balance of the necessary funding through local sponsorships and other funding opportunities. The resolution authorizes the Clerk to transfer \$1,000,000 from the Vessel Registration Fee Trust Fund into the Environmental Enhancement Non-Specific Fund to cover the County's portion of the costs for the procurement, preparation, towing and scuttling of the ship off Jupiter/Juno Beach. The County may only terminate this Contract with cause. District 1 (AH)

**Background and Justification:** The *USS CLAMAGORE* has been a popular exhibit at Patriots Point near Charleston, South Carolina. Recent structural fatigue requires costs to refurbish the vessel to safe standards that exceed the available budget. Alternative uses have been explored with the reefing concept being the most viable. CRB-GES has extensive knowledge in reefing retired naval vessels including the *USS MOHAWK* and *USS VANDENBERG*, both off the Florida coast. This will be a unique and historic addition to the County's extensive Artificial Reef Program.

**Attachments:**

- 1. Contract
- 2. Resolution
- 3. Budget Transfer (1225)

Recommended by: [Signature] 12-14-17  
Department Director Date  
Approved by: [Signature] 1-5-18  
Deputy County Administrator Date



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$1,000,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
 NET FISCAL IMPACT	 \$1,000,000				
 # ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes \_\_\_ No X  
 Budget Account No.: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Object \_\_\_  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact**  
 Vessel Registration Fee Trust Fund - Non-Specific (1225) \$1,000,000

**C. Department Fiscal Review:**

*B. Neary*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Administrator Comments:**

*[Signature]*  
 OFMB

*[Signature]* 12/30/16  
 Contract Administrator

**B. Legal Sufficiency:**

*Anne Helgend* 1-4-17  
 Assistant County Attorney

**C. Other Department Review:**

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

R2017-0113

**CONTRACT  
FOR  
SINKING OF RETIRED NAVAL SUBMARINE USS CLAMAGORE TO CREATE AN  
ARTIFICIAL REEF**

**JAN 10 2017**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CRB Geological and Environmental Services, Inc. D/B/A Artificial Reefs International USS CLAMAGORE (ARI-Clamagore) located at 8744 SW 133 Street, Miami, FL 33176, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I. D. number is 65-0324398.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract is to assume liability for, procurement preparation, transportation, and scuttling the vessel, USS CLAMAGORE, as an artificial reef as more specifically set forth in the Scope of Work/Services detailed in Exhibit A, and at a permitted artificial reef site within Palm Beach County.

The COUNTY's representative/liaison during the performance of this Contract shall be Robert Robbins, Director, Environmental Resources Management, telephone number (561) 233-2400 or designee Carman Vare, telephone number (561) 233-2444.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Fred Baddour, President, telephone number (305) 447-9777.

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services within 10 calendar days of receipt of a fully executed contract, and complete all services within 365 days from execution of this Contract.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A and CONTRACTOR proposal.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Million Dollars (\$1,000,000.00). This payment will be made as a lump sum upon the completion of the Scope of Work/Services set forth in Exhibit A and CONTRACTOR'S PROPOSAL set forth in Attachment 1.

- B. The invoice received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. The approved invoice will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the CONTRACTOR.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY's representative, in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause immediately upon written notice to the CONTRACTOR After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractor) while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

**ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek small business enterprises (SBE) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance and pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall

not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - INSURANCE**

It shall be the responsibility of the CONTRACTOR to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County Environmental Resources Management 2300 North Jog Road, West Palm Beach, FL 33411, Attention: Julie Aden, Contracts Manager, Environmental Enhancement and Restoration Division. The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Aggregate Coverage. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
- B. **Marine Employers Liability Policy:** CONTRACTOR shall maintain Marine Employers Liability insurance with limits of \$1,000,000 any one person, \$1,000,000 any one accident.
- C. **Environmental Impairment/Pollution Liability:** CONTRACTOR shall maintain Environmental Impairment/Pollution Liability at limits not less than \$3,000,000.
- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis. CONTRACTOR and/or its approved sub-contractors agree to maintain Federal Act endorsement for U.S. Longshoremen's & Harbor Workers Act (WC 00 01 06 A) and The Jones Act (WC 00 02 01 A) when activities or operations involve work on or contiguous to navigable bodies of U.S. waterways and ways adjoining, or vessels.
- E. **Business Automobile Liability:** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-

owned and hired automobiles. In the event CONTRACTOR doesn't own automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONTRACTOR shall provide this coverage on a primary basis.

- F. **Additional Insured Clause:** CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured – Designed Person or Organization endorsement, or its equivalent, to the Commercial General Liability and Marine Protection and Indemnity coverage. The Additional Insured endorsement shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees and Agents.” CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibits such an endorsement, or which voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance:** Prior to execution of this Contract, CONTRACTOR shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County  
Environmental Resources Management  
2300 North Jog Road  
West Palm Beach, FL 33411

- I. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an “Additional

Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 10 - INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

#### **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

#### **ARTICLE 13 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach

County Code of Ethics. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 14 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractor(s) and without their fault or negligence. Such causes include, but are not limited to: acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, federal approval processes regarding Section 106 Historic Review, and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 15 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**



The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports, and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 through 2-440, as amended.

#### **ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or.

#### **ARTICLE 18 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the

award or making of this Contract.

**ARTICLE 19 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 through 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 20 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity, expression or genetic information.

CONTRACTOR has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CONTRACTOR does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to the COUNTY that CONTRACTOR will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**ARTICLE 21 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 22 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 23 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 24 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

**ARTICLE 25 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivered or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Robert Robbins, Director  
Environmental Resources Management

2300 North Jog Road  
West Palm Beach, FL 33411

With a copy to: Palm Beach County Attorney's Office  
301 N. Olive Avenue  
West Palm Beach, FL 33401

If sent to the CONTRACTOR, notices shall be addressed to:

Fred Baddour, President  
CRB Geological and Environmental Services, Inc.  
D/B/A ARI USS CLAMAGORE  
8744 SW 133 Street  
Miami, FL 33176

**ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

**ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK**

If CONTRACTOR'S employees or subcontractors are required under this Contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required from criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 28 - REGULATIONS: LICENSING REQUIREMENTS**

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

## **ARTICLE 29 – PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. 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 records of the public agency.
- D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by the County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County 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 records stored electronically by the CONTRACTOR must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to the County.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680."

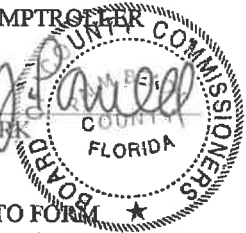
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

R2017-0113 JAN 10 2017

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY,  
BOARD OF COUNTY  
COMMISSIONERS

BY: *Sharon R. Bock*  
DEPUTY CLERK  


BY: *Paulette Burdick*  
PAULETTE BURDICK, MAYOR

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: *Anne Welyant*  
ASSISTANT COUNTY ATTORNEY

BY: *[Signature]*  
DIRECTOR, ENVIRONMENTAL  
RESOURCES MANAGEMENT

1-5-17  
DATE

1/5/17  
DATE

WITNESS:

C&B GEOLOGICAL AND  
ENVIRONMENTAL SERVICES, INC  
D/B/A ARTUSS CLAMAGORE

*[Signature]*  
SIGNATURE

*[Signature]*  
SIGNATURE

Blanca Chinchilla  
NAME (TYPE OF PRINT)

BY: FRED BADDOUR  
NAME (TYPE OR PRINT)

ITS: PRESIDENT  
TITLE

(CORPORATE SEAL)

*[Signature]*  
SIGNATURE

Barbara Livieri  
NAME (TYPE OF PRINT)

NAME (TYPE OF PRINT)

**EXHIBIT A  
SCOPE OF WORK/SERVICES**

1. The CONTRACTOR shall procure, prepare, transport, and scuttle the retired naval submarine *USS CLAMAGORE* as an artificial reef for the COUNTY.
2. The vessel shall not be scuttled until the COUNTY has given its written approval.
3. As this vessel is on the national historical registry, it shall be approved to be scuttled as an artificial reef by the Naval Sea Systems Command through Section 106 historical review process.
4. Preparation shall also include the sampling and abatement of all asbestos and polychlorinated biphenyls (PCB) materials, as necessary, by County, State and Federal requirements. Removal of pollutants shall be supervised by a qualified environmental consulting firm with an expertise in asbestos and Polychlorinated Biphenyls (PCB) remediation. All preparations and removals shall be completed with a final report prepared by the consulting firm attesting that the vessel is free of PCBs and asbestos.
5. Preparation of the *USS CLAMAGORE* shall include all actions necessary to secure Coast Guard approval for scuttling the vessel as an artificial reef, including, but not limited to: any and all actions necessary to ensure the structural integrity of the vessel; removal of all petroleum products and other materials potentially hazardous to the marine environment and cleaning or removing any compartments used to hold those products; removal of any floatables or loose objects including, but not limited to, tire fenders, loose deck gear, wood, loose paneling, or other miscellaneous materials that are not an integral part of the vessel's structure; removal of any objects not substantial enough to withstand the stress of a rapid scuttling; removal of all glass; and removal of all doors, hatch covers, and loose cables or wiring. The CONTRACTOR shall coordinate all necessary inspections and approvals with the Coast Guard Marine Safety Office. The disposition of all removed materials will be in accordance with all applicable state and federal regulations.
6. Any salvage activity which may adversely affect the vessel's structural integrity is expressly prohibited. All salvageable items must have COUNTY approval before they are removed from the vessel and the following items shall not be removed: vessel's propeller; conning tower and any other structural components that give this vessel its unique character as a submarine. Specific salvage materials obligated to the planned submarine museum in Palm Beach County will be delivered to a County-specified location.
7. The salvaging and preparation of the vessel will result in making it safe for divers. Work would include but not limited to creating large openings into the hull of the ship for easy



ingress and egress. The planned removal of the majority of the hull on the one-side of the vessel is allowable provided that the structural components to the vessel remain intact and are not compromised.

7. The CONTRACTOR shall scuttle the vessel *USS CLAMAGORE* at a COUNTY permitted artificial reef site in approximately 90-100 feet of water and shall remain on site until released by the COUNTY. The COUNTY shall have final say as to the where the naval vessel will be sunk.
8. The CONTRACTOR shall submit a written operational plan for scuttling the vessel for COUNTY approval at least seven (7) days in advance of the proposed scuttling. The vessel shall be scuttled so as to come to rest on the ocean bottom in a level position, upright on its keel, and shall maintain a minimum vertical navigational clearance above any substantial structural part of the vessel of at least fifty (50) feet. For the purpose of this contract, "level position" shall mean the vessel shall be resting upright on its keel and listing no more than twenty (20) degrees from vertical to port or starboard.
9. The CONTRACTOR shall devise a method to scuttle the vessel to successfully have it come to rest on its keel. In addition, the CONTRACTOR will be required to perform stability analysis of the vessel on the ocean bottom and formulate an approved plan to fix the vessel to the bottom to account for a 100 year storm event. Scuttling plans could include the use of heavy anchors and chain, the use of multiple tug boats and the construction of external frame to orient and hold the submarine in a vertical position relative to its keel. Stabilizing the vessel to the bottom may require additional ground tackle and/or pins driven into the ocean bottom. Further, weight in the form of concrete may be added to provide the required stability. Both the scuttling and stabilizing plans will require approval by the COUNTY.
10. A written Contingency Plan to be implemented in the event of anchor or rode failure or any other condition that may cause the vessel to move out of the desired position shall be submitted to and approved in writing by the COUNTY at least seven (7) days prior to the date of the proposed scuttling by the CONTRACTOR.
11. The CONTRACTOR shall abide by all State, Federal and U.S. Coast Guard requirements, as stated in the COUNTY's artificial reef permit for the site where the vessel will be placed.



December 8, 2016

Robert Robbins, Director  
Palm Beach County Environmental Resource Management  
2300 North Jog Road - Fourth Floor  
West Palm Beach, FL 33411-2743

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*USS Clamagore Artificial Reef Project Proposal for Palm Beach County*

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**The Opportunity:**

ARI - Clamagore proposes to partner with Palm Beach County, Florida to sink the USS Clamagore as world's premier Submarine reef and underwater museum off Jupiter, FL.

ARI - Clamagore has secured the exclusive rights to create an artificial reef by sinking the USS Clamagore, a 320' WWII-era Balao class submarine currently serving as a museum at Patriots Point, near Charleston, SC. The submarine is nicknamed "The Gray Ghost of the Florida Coast". Patriots Point lacks the necessary funding to restore the boat to a safe museum state. Patriots Point recognizes that reefing can save the USS Clamagore from the scrap yard. ARI - Clamagore was selected by Patriots Point for this task due to its principals' success with similar, past projects.

**How much does the Project cost?**

Patriots Point has contracted ARI - Clamagore to determine the cost of reefing the submarine. The cost of reefing of the USS Clamagore in a fashion that will be most beneficial to Palm Beach County will be no more than \$4 million. This is a turn-key price to deliver the USS Clamagore from her current mooring at Patriots Point, environmentally clean and prepare the boat and deploy her on the permitted reef site off Palm Beach County near Jupiter, FL.

ARI - Clamagore has had a number of discussions with representatives from the Palm Beach County Artificial Reef Program and is requesting \$1 million from Palm Beach County to pay for this Project. ARI - Clamagore plans to raise the balance of the funds with the help of project supporters. This process is underway and some sponsors are committed.

**Why should Palm Beach County do this?**

The opportunity to sink a large submarine of this type in a premier recreational fishing and scuba diving destination like Palm Beach County is unprecedented. Once deployed, the USS Clamagore Artificial Reef Project will be a permanent economic engine providing tourism commerce, jobs and tax revenue. The heads-in-beds aspect of recreational scuba diving, for example, represents highly valued off-season business in summertime. The earned media associated with projects of this type is substantial. Once deployed the reef needs no maintenance, staff or insurance. It is a one-time expense.

**Will the USS Clamagore Artificial Reef Project be a "Green" project?**

Yes. ARI - Clamagore will environmentally clean the USS Clamagore to the extremely rigorous standards set forth in the US Environmental Protection Agency's "Best Management Practices for Preparing Vessel as Artificial Reefs" (BMPs). All



ARI-Clamagore  
8744 SW 133 Street  
Miami, FL 33176

regulated material identified in the BMPs will be physically removed from the USS Clamagore by trained professionals and be properly disposed of. Marine life of all types will colonize and call the USS Clamagore home.

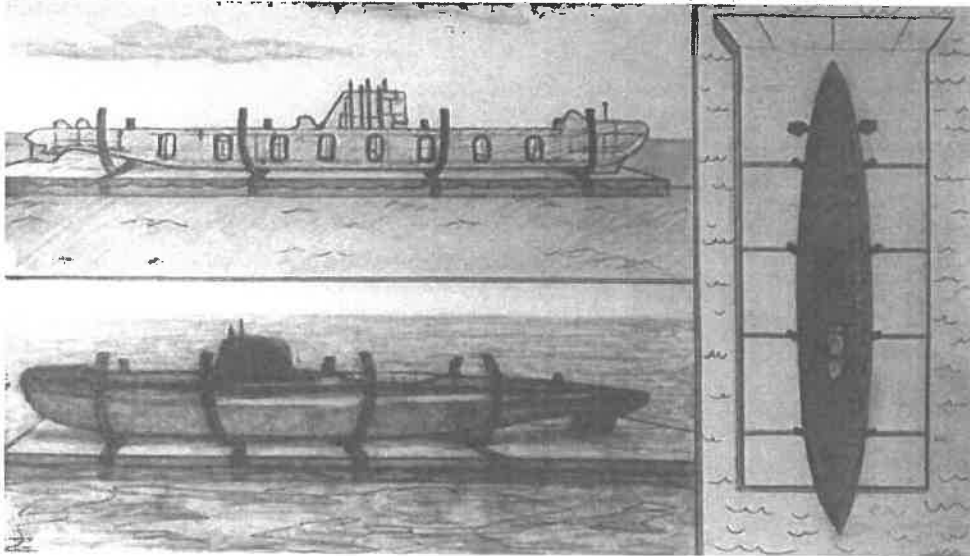
The USS Clamagore Artificial Reef Project will be a "green" project. The ARI - Clamagore team is very familiar with all materials present aboard USS Clamagore and has experience cleaning other submarines of this type as well as other historic ships.

**When will the Clamagore be deployed?**

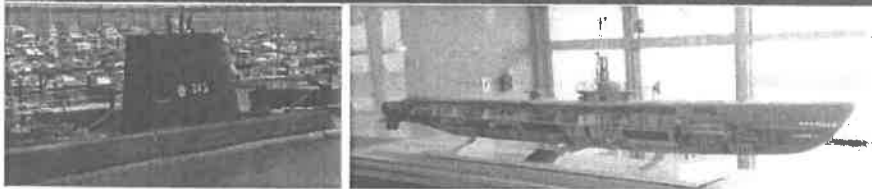
The USS Clamagore Artificial Reef Project will be deployed off Jupiter in July, 2017, however we would request 365 days from the execution of the contract. This schedule is predicated on securing the necessary funding in a timely fashion and a prioritization of the necessary paperwork by all involved for the project to proceed.

**What will the USS Clamagore Artificial Reef Project look like on the bottom of the Ocean?**

Below are some conceptual images of the USS Clamagore Artificial Reef Project on the bottom of the Ocean:



## Current / Future State



The salvaged Clamagore U-Boat SS-344 being towed on a barge through the Canal on her way to the Memory - see News Round-Up Picture Pacific, Ashcroft



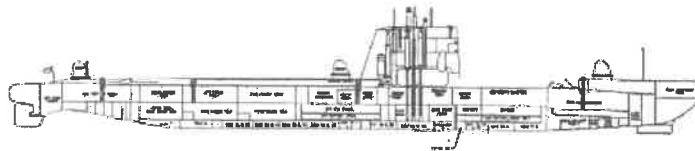
[www.ari-reefs.com](http://www.ari-reefs.com)

Artificial Reefs International, LLC Confidential & Proprietary 2016

5

## Boat Details

- ❖ Displacement: 2,425 tons submerged
- ❖ Length: 322 feet
- ❖ Beam 27 feet
- ❖ Propulsion: Diesel-electric
- ❖ Main Armament: 10 torpedo tubes
- ❖ Years in Service: 1945 - 1973



[www.ari-reefs.com](http://www.ari-reefs.com)

Artificial Reefs International, LLC Confidential & Proprietary 2016

4



ARI-Clamagore  
8744 SW 133 Street  
Miami, FL 33176

**What other benefits associated with this project to Palm Beach County can be realized?**

ARI - Clamagore has developed a fully integrated project for USS Clamagore, centered on the reefing of the USS Clamagore in the fashion depicted in this document, as the world's first underwater submarine museum.

This project has been designed to incorporate a static land-based museum and an annual submarine event to be held in Palm Beach County during off-peak tourism dates. These additional features, while not included in the scope of work or the pricing structure outlined above, will greatly enhance the annual economic potential of the USS Clamagore Artificial Reef Project. ARI - Clamagore has developed this concept and has discussed it in detail with leadership from Palm Beach County.

Project details are available as are our teams' resumes and references regarding our work. Please feel free to contact me with any questions. I look forward to working with you and Palm Beach County on this exciting project.

Best Regards,

Joe Weatherby

Fred Baddour

Principal, ARI - Clamagore

President, ARI - Clamagore

[www.arireefs.com](http://www.arireefs.com)

[www.crbreo.net](http://www.crbreo.net)

(305) 797-7077

(305)447-9777

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHANON R. BOCK, Clerk and Comptroller,  
certify this to be a true and correct copy of the original  
filed in my office on JAN 30 2017  
dated at West Palm Beach, FL on 1-30-17  
By: Shanon R. Bock  
Clerk

## ATTACHMENT 2

### RESOLUTION NO. R-2017- 0114

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TO UTILIZE A PORTION OF THE COUNTY VESSEL REGISTRATION FEES FOR THE CONSTRUCTION OF AN ARTIFICIAL REEF PROJECT.**

WHEREAS, Palm Beach County enacted the Vessel Registration Fee Ordinance, No. 88-40 which began collecting fees June 1, 1989; and

WHEREAS, the Vessel Registration Fee Ordinance provides that monies collected from vessel registration fees be utilized to protect coastal marine and estuarine habitats, maintain and enhance fisheries and other salt and freshwater habitats, and construct artificial reefs; and

WHEREAS, Environmental Resources Management has identified a 320' surplus United States Naval Submarine *USS CLAMAGORE* as an artificial reef project which will enhance the marine resources of Palm Beach County's coastal waters; and

WHEREAS, the vessel *USS CLAMAGORE* was built in 1945 for the United States Navy and initially assigned to Key West patrolling the Caribbean and the North Atlantic during the Cold War; and

WHEREAS, the vessel was decommissioned in 1975 and donated to Patriot's Point Naval and Maritime Museum and was registered as a National Register of Historic Places but recent deterioration has prompted the Museum to donate the ship for creating an artificial reef; and

WHEREAS, this vessel will increase the primary productivity of Palm Beach County's coastal waters by providing habitat and shelter for increased numbers and more a diverse population of fish stocks; and

WHEREAS, this project will provide unique diving opportunities, relieve user pressures on natural reefs, and further establish Palm Beach County as a premier diving destination; and

WHEREAS, the Contractor will procure the remaining necessary funding to cover the costs of this project; and

WHEREAS, the Director of Environmental Resources Management recommends that the Board of County Commissioners authorize the Clerk of the Court to disburse Vessel Registration Fee monies in the amount of \$1,000,000 to provide funding for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, THAT:

Section 1: The foregoing recitals are hereby adopted and ratified.

Section 2: The Board hereby authorizes the Clerk to disburse funds of \$1,000,000 for the purpose of constructing the USS CLAMAGORE Reef.

The foregoing Resolution was offered by Commissioner Valeche, who moved its adoption. The motion was seconded by Commissioner McKinlay, and upon being put to a vote, the vote was as follows:

- District 2: Paulette Burdick, Mayor Aye
- District 6: Melissa McKinlay, Vice Chair Aye
- District 1: Hal. R. Valeche Aye
- District 3: Dave Kerner Aye
- District 4: Steven L. Abrams Aye
- District 5: Mary Lou Berger Aye
- District 7: Mack Bernard Aye

The Mayor thereupon declared the Resolution duly passed and adopted this 10th day of January, 2017.

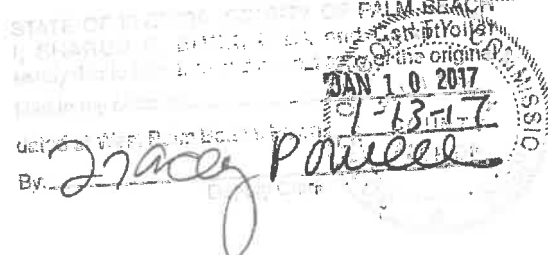
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By Anne Delgado Assistant County Attorney

Sharon R. Bock Clerk and Comptroller

By Tracey Powell Deputy Clerk



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- District 1: Hal. R. Valeche Aye
- District 3: Dave Kerner Aye
- District 4: Steven L. Abrams Aye
- District 5: Mary Lou Berger Aye
- District 7: Mack Bernard Aye

The Mayor thereupon declared the Resolution duly passed and adopted this 10th day of January, 2017.

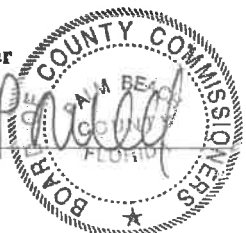
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By Anne Helgand  
Assistant County Attorney

Sharon R. Bock  
Clerk and Comptroller

By Tracy Powell  
Deputy Clerk



STATE OF FLORIDA  
CLERK AND COMPTROLLER  
PALM BEACH COUNTY  
JAN 10 2017  
13-17  
By: Tracy Powell  
Deputy Clerk

**FIRST AMENDMENT TO CONTRACT FOR  
SINKING OF RETIRED NAVAL SUBMARINE *USS CLAMAGORE* TO CREATE AN  
ARTIFICIAL REEF**

This First Amendment is made as of the 3 day of November, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CRB Geological and Environmental Services, Inc. D/B/A Artificial Reefs International *USS CLAMAGORE* (ARI-Clamagore) located at 8744 SW 133 Street, Miami, FL 33176, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 65-0324398.

**WITNESSETH:**

WHEREAS, the parties entered into a Contract on January 10, 2017 for CONTRACTOR to procure, prepare, transport and scuttle the vessel, *USS CLAMAGORE*, as an artificial reef ("Contract"); and

WHEREAS, the parties desire to make amendments to the Contract to extend the term of the Contract by one year; and

WHEREAS, this First Amendment is in the best interest of both parties, and serves a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein contained, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article 2 of the Contract is amended to state: "The CONTRACTOR shall commence services within 10 calendar days of receipt of a fully executed contract, and complete all services by January 9, 2019."
3. All provisions, covenants, terms and conditions of the Contract between the parties as originally set forth therein, which are not hereby expressly amended or modified shall remain the same and be unaffected by this First Amendment.

WHEREFORE, the parties have caused this First Amendment to be executed by their authorized representatives on the date first written above.

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Anne Delgado  
County Attorney

Barbara Livieri  
Witness Name (Printed)

Barbara Livieri  
Witness Name (Signed)

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: [Signature]  
Department Director

ARI-Clamagore: [Signature] 11/3/17  
Signature

Fred Baddour Fred Baddour  
Printed Name

President President  
Title

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**FIRST AMENDMENT TO  
CLAMAGORE RIGHTS AGREEMENT**

This First Amendment to Clamagore Rights Agreement ("**Amendment**") is entered into as of the 26<sup>th</sup> day of April, 2018, by and between **Patriots Point Development Authority**, a public body corporate and agency of the State of South Carolina ("**Patriots Point**"), and CRB Geological and Environmental Services, Inc. d/b/a Artificial Reefs International – USS Clamagore, a Florida corporation ("**ARI**").

1. **Recitals.**

- 1.1. Patriots Point and ARI are parties to that certain Clamagore Rights Agreement dated as of August 18, 2017 (the "**Agreement**").
- 1.2. Patriots Point and ARI desire to amend the Agreement to extend the Rights Period (as defined in the Agreement) until January 10, 2019.

**In consideration of the recitals, which are a part of this Amendment, the promises and other consideration set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:**

- 2. Unless the context clearly indicates otherwise, each capitalized term in this Amendment which is defined in the Agreement shall have the meaning given to such term in the Agreement.
- 3. Patriots Point and ARI agree that the Agreement shall be amended as follows:
  - 3.1. Section 2.2 of the Agreement shall be deleted in its entirety and the following shall be inserted in lieu thereof:

The term of the grant of the Rights shall begin on the Effective Date and shall end on January 10, 2019 (the "**Rights Period**") unless terminated earlier pursuant to the terms of this Agreement; provided however that if a Client enters into a Client Agreement with Patriots Point, and if the closing of the transfer of the Clamagore to the Client has not been consummated prior to the end of the Rights Period, then the Rights Period shall be extended until the earlier of (i) the date ownership of the Clamagore is transferred to the Client, or (ii) the date the Client Agreement expires or is terminated.

1 of 2

4. Except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. Each and every term, covenant and condition of the Agreement is incorporated herein such that the Agreement and this Amendment shall be read and construed as one instrument.
5. It is the parties' intent and the parties direct, with regard to this document, any amendment of this document, and any notice, document or instrument executed pursuant to or in connection with this document, (A) that a copy of the document, signed and delivered by hand, US mail or transmitted electronically by facsimile, telecopier, e-mail, or otherwise shall be treated for all purposes as an original document; (B) that the copied signature of a party or of a witness shall be considered an original signature, and the copy of the document delivered or transmitted shall be considered to have the same binding legal effect as an original signature on an original document; and (C) that no person may raise the fact that any signature was a copy or transmitted through the use of electronic transmission (by facsimile, telecopier, e-mail or otherwise) as a defense to the enforcement of the document. Further, the document may be executed in any number of counterparts which together shall constitute the agreement of the parties. It shall not be necessary that the signatures of all of the parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single document. A party's properly executed signature page is sufficient as the party's counterpart of the document

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date and year first above written.

**[The balance of this page is intentionally left blank.]**  
**[Individual Signature Pages are attached.]**

SIGNATURE PAGE

WITNESSES AS TO  
PATRIOTS POINT:

Sign Name: *P. Wagoner*  
Print Name: Philip Wagoner  
Sign Name: *W.F. Craver III*  
Print Name: W.F. Craver III

FOR PATRIOTS POINT:

**PATRIOTS POINT DEVELOPMENT  
AUTHORITY**, a body corporate under the  
laws of the State of South Carolina

By: *[Signature]*  
Ray E. Chandler, Chairman

Dated: 4/27/18

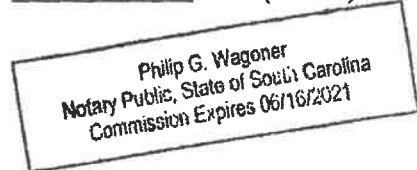
STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, *Philip Wagoner*, Notary Public for the State of South Carolina, do hereby  
certify that Ray E. Chandler as Chairman of **PATRIOTS POINT DEVELOPMENT  
AUTHORITY**, a public body corporate and agency of the State of South Carolina, personally  
appeared before me this day and acknowledged the due execution of the foregoing instrument on  
behalf of such entity.

SWORN and subscribed to before me this 27 day of April, 2018.

*[Signature]*  
Notary Public for \_\_\_\_\_  
My commission expires \_\_\_\_\_ (SEAL)





SIGNATURE PAGE

WITNESS AS TO ARI:

FOR ARI:

Sign Name: [Signature]  
Print Name: Doug Lowell  
Sign Name: [Signature]  
Print Name: Brad Compton

CRB GEOLOGICAL AND ENVIRONMENTAL SERVICES, INC., a Florida corporation


By: [Signature]  
Its: President  
Dated: 4/29/2018

STATE OF Florida,  
COUNTY OF Miami-Dade

ACKNOWLEDGEMENT

I, Barbara Livieri, Notary Public for the State of Florida, do hereby certify that CRB Geological and Environmental Services, Inc., by Frederick Baddour, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said entity.

Witness my hand and official seal this 29 day of April, 2018.

 Barbara Livieri  
Notary Public for \_\_\_\_\_  
My commission expires: 9/30/19





## HISTORIC NAVAL SHIPS ASSOCIATION

626-C Admiral Drive  
P.O. Box 320  
Annapolis, MD 21401

27 November 2017

Mr. Joe Weatherby  
Senior Project Manager,  
Artificial Reefs International-USS *Clamagore*  
2627 Staples Ave., Suite B  
Key West, FL 33040

Dear Mr. Weatherby,

Please accept this letter of enthusiastic support by Historic Naval Ships Association (HNSA) for the efforts Artificial Reefs International and CRB Geological and Environmental Services (ARI-*Clamagore*), to save the former USS *Clamagore* from potential scrapping by deploying her as an artificial reef offshore of Palm Beach County, FL.

The *Clamagore* is to be environmentally cleaned according to USEPA's National Guidelines: Best Management Practices for Preparing Vessels Intended to Create Artificial Reefs. She will then be deployed at a fully permitted site off Juno Beach, FL. A land based museum is proposed that will celebrate the service of the *Clamagore* as well as the extraordinary efforts over the years to this nation by the U.S. Submarine Service. Distribution of some submarine parts from the Project, no longer in production and extremely difficult to acquire, is anticipated for some of our member museum vessels.

HNSA supports this effort and ARI-*Clamagore* because of its history of success with similar Projects. ARI-*Clamagore* has developed a true model of Public-Private partnership for reefing historic vessels that yields permanent, positive benefits for all concerned, including Veteran groups. While all hands prefer historic vessels as museums, nearly all prefer artificial reefing to scrapping as a fate for these beloved vessels.

The marine environment benefits from properly cleaned and deployed vessels. Marine life quickly colonizes these structures and they become thriving underwater habitat for hundreds of species.

It has been well-documented that the U.S. taxpayers benefit more from artificial reefing than from scrapping these vessels. Properly executed, it can be demonstrated that few investments in Economic Development match the Return on Investment generated for a coastal community by reefing a historic vessel like the *Clamagore*.

Reefing *Clamagore* by sending her on "Eternal Patrol" as an artificial reef is a dignified and honorable way for this historic submarine to continue to serve her country. We support this activity wholeheartedly. Please feel free to contact me with any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to read "W.B. Cogar", followed by a long horizontal flourish line.

Dr. William B. Cogar  
Executive Director



USS Clamagore Veterans' Association  
15 November, 2017

Joseph Weatherby  
Senior Project Manager  
Artificial Reefs International-USS Clamagore (ARI)  
8744 SW 133<sup>rd</sup> St.  
Miami, FL 33176

Dear Mr. Weatherby:

Members of USS Clamagore Veterans' Association join me in appreciation for your briefing given us at our 2017 Reunion in Mount Pleasant, SC. Compassion for the plight of Clamagore sailors' anticipation of her impending demise was quite clear.

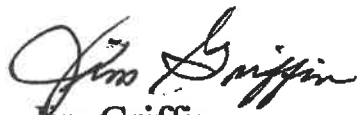
CVA members in the reunion attendance are of a consensus the ship's disposition outlined in your talk is far more preferable than her being scrapped. We favorably regard your kind offer to keep us informed of upcoming ARI events in this matter and to solicit our advice, counsel and assistance where appropriate.

We have great interest in and will support within our means efforts to establish a memorial ashore. We firmly believe future generations will wish to understand duties performed and sacrifices made aboard GUPPY III class submarines to preserve freedom for our countrymen and selves.

However unlikely, in the event credible opportunity emerges to preserve Clamagore as a permanent memorial ashore, Clamagore Veterans will rally behind attendant efforts. We are confident you understand this.

In firm belief you will respect Clamagore's dignity and memories accumulated aboard her, I am,

Sincerely yours,

A handwritten signature in cursive script that reads "Jim Griffin".

Jim Griffin

President,

USS Clamagore Veterans' Association



1912A Lee Road  
 Orlando, FL 32810  
 P:(407)295-2631  
 F: (407)299-0901  
 FVC@floridalegion.org

*Representing All Veterans' Service Organizations In Florida*

From the Office of the  
 Florida Veterans Council Chairman

Artificial Reefs International-USS Clamagore (ARI),

The Florida Veterans Council represents 14 Veterans Service Organizations. Our combined membership is approximately 1.6 million veterans statewide. We are writing this letter of support for the USS Clamagore Artificial Reef Project because of the ARI team's outstanding success with deploying large historic vessels as artificial reefs.

While we understand and agree with the concept of reefing historic vessels for the long understood environmental and economic benefits created by artificial reefs. Of special interest to our member organizations and our respective constituencies is ARI's regard for legacy.

ARI's concern for preserving, even accentuating the history of the ships you have deployed and the people who sailed in them has been truly exemplary. We applaud this work. The creation of this type of habitat is a benefit to an environment under pressure. The permanent jobs created and the tax dollars generated by this activity benefit our members. The recreational opportunities USS Clamagore Artificial Reef Project will provide are part of why we call Florida home.

All vessels reach the end of service due to the ravages of time. We support your effort to save the USS Clamagore from the scrap yard. Please feel free to contact me with any questions.

Sincerely,

Mike Bousher  
 Chairman  
 Florida Veterans Council





3300 N Highway A1A • Fort Pierce, FL 34949-8520  
Phone (772) 595-5845 • Fax (772) 595-5847

[www.NavySEALmuseum.org](http://www.NavySEALmuseum.org)

12 January 2018

To Whom It May Concern:

The Navy Seal Museum in Ft. Pierce, Florida applauds and supports the efforts of Artificial Reefs International-USS Clamagore (ARI) and Palm Beach County to save the WWII submarine USS Clamagore by using it to create an artificial reef in the water off North Palm Beach. We agree that this is a fitting end for the famous submarine that preserves the legacy with dignity. USS Clamagore will serve "Final Duty" forever as an underwater museum and world-class recreational destination for Florida residents and visitors alike. This, coupled with the permanent environmental benefits that accompany this project, are welcomed.

We find the proposed land-based museum especially attractive. The idea of having a veteran's memorial/military museum honoring the USS Clamagore, the submarine service and the sailors who served is certainly the right thing to do. It will be a huge tourism attraction for the area as well. A museum of this type will bring more visitors to the National Navy UDT-Seal Museum and will be a great compliment to our facility and activities.

We have worked successfully with ARI and Joe Weatherby in the past and continue to do so. We find them to be enthusiastic, professional and imaginative teammates who do complete and detailed work. You will too.

Please feel free to call me with any questions.

Kind regards,

A handwritten signature in black ink, appearing to read "Rick Kaiser".

Rick Kaiser  
Executive Director  
National Navy UDT-Seal Museum



Florida Fish  
and Wildlife  
Conservation  
Commission

*Commissioners*

**Brian Yablonski**  
Chairman  
Tallahassee

**Alliese P. "Liesa" Priddy**  
Vice Chairman  
Immokalee

**Ronald M. Bergeron**  
Fort Lauderdale

**Richard Hanas**  
Oviedo

**Bo Rivard**  
Panama City

**Michael W. Sole**  
Tequesta

**Robert A. Spottswood**  
Key West

*Executive Staff*

**Nick Wiley**  
Executive Director

**Eric Sutton**  
Assistant Executive Director

**Jennifer Fitzwater**  
Chief of Staff

Division of Marine  
Fisheries Management

**Jessica McCawley**  
Director

(850) 487-0554  
(850) 487-4847 FAX

*Managing fish and wildlife  
resources for their long-term  
well-being and the benefit  
of people.*

---

620 South Meridian Street  
Tallahassee, Florida  
32399-1600  
Voice: (850) 488-4676

Hearing/speech-impaired:  
(800) 955-8771 (T)  
(800) 955-8770 (V)

MyFWC.com

August 7, 2017

**Mr. Joe Weatherby, Senior Project Manager**  
**Artificial Reefs International**  
**2627 Staples Avenue, Suite B**  
**Key West, FL 33040**

Re: USS Clamagore

Dear Mr. Weatherby,

Thank you for the update this morning on the status of the proposed USS Clamagore reefing project. The Fish and Wildlife Conservation Commission (FWC) concurs that the USS Clamagore is a good reefing candidate, anticipated to preserve maritime history and bring economic and marine fisheries benefits to the proposed deployment location off of Palm Beach County, Florida.

As discussed this morning we support the project concept and are in discussions with our attorneys to determine the appropriate means by which FWC can take title in a way that limits FWC liability.

Sincerely,

**James R. Estes, Deputy Director**  
**Division of Marine Fisheries Management**

JE/kjm

cc (via email): **Dan Ellinor, FWC-DMFM**  
**Keith Mille, FWC-DMFM**  
**Carman Vare, Palm Beach County**  
**Jena McNeal, Palm Beach County**  
**Bill Horn, Fish Haven Services**  
**Fred Baddour, CRB Geological and Environmental Services, Inc.**  
**Robert Workman, CRB Geological and Environmental Services, Inc.**



1-26-17

Mr Joseph Weatherby  
Artificial Reefs International  
2627 Staples Ave, Suite B  
Key West, FL 33040

Dear Joe,

The Palm Beach County Diving Association supports the proposed reefing project of the retired submarine, the USS Clamagore, off of the Palm Beach County coastline. We support the project providing the USS Clamagore be deployed within State waters at a site and depth that allow for the highest recreational use. We support the project as an alternative to scrapping this historical piece of our history and hope that this option acts as a tribute to the veterans who served on the USS Clamagore and who have worked tirelessly for the preservation of the vessel.

The Palm Beach County Diving Association believes the USS Clamagore proposal is a unique opportunity for Palm Beach County's Artificial Reef Program and will likely attract both national and international exposure from the diving community. The project offers an exciting opportunity to attract diving tourists that might not visit Palm Beach County ordinarily. We have no doubt the local diving industry will benefit from this project and we anticipate that our local tourism economy will also be significantly positively impacted.

The Palm Beach County Diving Association actively works with our Environmental Resources Management Department in the continued development of our local artificial reefs. We think this impressive project can only benefit our community and further enhance our local artificial reef program. We are excited to welcome the USS Clamagore to Palm Beach County.

Kindest Regards,

The PBCDA Board: Bill Walker, Dean Shuler, Van Blakeman, Gerald Carroll, Skip Commagere

Cc: Rob Robbins, Director, Palm Beach County Environmental Resources Management  
Carman Vare, Palm Beach County Environmental Resources Management  
Tom Twyford, President, West Palm Beach Fishing Club

Palm Beach County Diving Association  
921 Sandtree Dr., Palm Beach Gardens, FL 33403  
561-797-3483





**Marine Industries Association**  
OF PALM BEACH COUNTY, INC.

*MIAPBC is a not-for-profit organization created to promote and protect the sound growth of the marine industry in Palm Beach County for the benefit and education of its members, the community, and the environment*

To whom it may concern,

I am writing in support of the *USS Clamagore* Artificial Reef Project currently underway in Palm Beach County, FL. The project provides for the creation of a world-class artificial reef by sinking the decommissioned *USS Clamagore* off Juno Beach in north Palm Beach County. This project will be a welcome addition to Palm Beach County's artificial reefs system with a positive effect for our economy and environment. In addition, the associated concept of a land-based museum and annual event related to this project may prove worthwhile.

This project would have positive impacts to both the economy and the environment. An artificial reef project like this open to all recreational use would benefit our regional marine industry by generating commerce, jobs, tax revenue and at the same time create excellent habitat for many species of marine life.

The development of artificial reefs like this one are effective because there is no ongoing overhead. Once deployed it will never need paint, repairs, or modification.

The organization proposing to place *USS Clamagore* in north Palm Beach, Artificial Reefs International, (ARI) is the same group that sank the *USNS Vandenberg* in the Florida Keys National Marine Sanctuary. This project has proven to be a great economic benefit to Key West and the lower Keys. I believe the people at ARI have designed a project with similar potential for Palm Beach County. Please contact me if you have any questions.

Sincerely,

**Chuck Collins**  
Executive Director  
Marine Industries Association of Palm Beach County  
(561) 248-3770 cell  
(561) 863-0012 office

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Ranger Construction  
Industries, Inc.

Mike Samuels, Vice  
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Viking Service Center

George Gentile, Vice  
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Chuck Collins  
Executive Director

Alyssa Freeman  
Operations Director

Stephanie Brown  
Administrative Assistant



354 NW Alice Ave  
Stuart, FL 34994  
P: 850-425-8445 F: 772-781-4240  
MIAFOperations@boatflorida.org

October 25, 2018

RE: USS Clamagore Artificial Reef Project

To whom it may concern:

The Board of the Marine Industries Association of Florida (MIAF) supports the above mentioned project in Palm Beach County. By sinking the decommissioned USS Clamagore off Juno beach, this project will create a world class artificial reef off the coast of Juno Beach. There will also be a land based museum and annual event.

The artificial reef will have positive impacts to both the economy and the environment. It will benefit the local marine industry and tourism as well, by generating commerce, jobs and at the same time an excellent habitat for many species of marine life.

Artificial Reefs International is proposing to place the USS Clamagore, they have successfully completed several similar projects in Florida, and we believe that the project as designed will very effective, as it will not required repairs or maintenance.

We represent over 1,000 marine businesses in the state of Florida. Our goal is to strengthen and promote marine industries in our area and we believe this project will serve that purpose.

Sincerely,

Michele Miller, Executive Director  
Marine Industries Association of Florida

MEMBER ORGANIZATIONS

\* MARINE INDUSTRIES ASSOCIATION OF CENTRAL FLORIDA \* MARINE INDUSTRIES ASSOCIATION OF COLLIER COUNTY \* JACKSONVILLE MARINE ASSOCIATION \* NORTHWEST FLORIDA MARINE INDUSTRIES ASSOCIATION \* MARINE INDUSTRIES ASSOCIATION OF PALM BEACH COUNTY \* SOUTHWEST FLORIDA MARINE INDUSTRIES ASSOCIATION \* MARINE INDUSTRIES ASSOCIATION OF THE TREASURE COAST

FLORIDA BOATING, A FAMILY TRADITION

[www.boatflorida.org](http://www.boatflorida.org)

2018

## AGENDA ITEM SUBMITTAL SCHEDULE

<u>BCC Meeting Date</u>	<u>Management Review Meeting</u>	<u>Items due to Agenda Coordinator</u>	<u>Items due to Assistant Admin's</u>	<u>Items due to Legal</u>	<u>Items due to OFMB</u>	<u>Items due to Patrick Rutter</u>	<u>Items due to Karen</u>
01/23/18**	01/10/18	01/05/18	01/03/18	12/29/17	12/22/17	12/18/17	
02/06/18#/**	01/24/18	01/19/18	01/17/18	01/11/18	01/08/18	01/03/18	
03/13/18#/**	02/28/18	02/23/18	02/21/18	02/16/18	02/13/18	02/07/18	
04/10/18#/**	03/28/18	03/23/18	03/21/18	03/19/18	03/14/18	03/08/18	
05/01/18#	04/18/18	04/13/18	04/11/18	04/09/18	04/04/18	03/29/18	
05/15/18**	05/02/18	04/27/18	04/25/18	04/23/18	04/18/18	04/12/18	
06/05/18#	05/23/18	05/18/18	05/16/18	05/14/18	05/09/18	05/03/18	
06/19/18**	06/06/18	06/01/18	05/30/18	05/25/18	05/22/18	05/16/18	
07/10/18#/**	06/27/18	06/22/18	06/20/18	06/18/18	06/13/18	06/07/18	
08/14/18**	08/01/18	07/27/18	07/25/18	07/23/18	07/18/18	07/12/18	
09/18/18#/**	09/05/18	08/31/18	08/29/18	08/27/18	08/22/18	08/16/18	08/09/18
10/02/18#	09/19/18	09/14/18	09/12/18	09/06/18	08/31/18	08/27/18	08/22/18
10/16/18**	10/03/18	09/28/18	09/26/18	09/24/18	09/18/18	09/12/18	09/06/18
11/20/18#/**	11/07/18	11/02/18	10/31/18	10/29/18	10/24/18	10/18/18	10/12/18
12/04/18#	11/16/18	11/14/18	11/08/18	11/06/18	11/01/18	10/26/18	10/22/18
12/18/18**	12/05/18	11/30/18	11/28/18	11/26/18	11/19/18	11/13/18	11/07/18
01/15/19**	01/02/19	12/28/18	12/26/18	12/22/18	12/17/18	12/11/18	12/05/18

## WORKSHOP ITEM SUBMITTAL SCHEDULE

Please Note: Management Team Does Not Meet For Workshops

<u>BCC Meeting Date</u>	<u>Items due to Agenda Coordinator</u>	<u>Items due to Assistant Admins</u>	<u>Items due to Legal</u>	<u>Items due to OFMB</u>	<u>Items due to Patrick Rutter</u>	<u>Items due to Karen</u>
01/30/18	01/12/18	01/10/18	01/08/18	01/03/18		
02/27/18	02/09/18	02/07/18	02/05/18	02/02/18		
03/27/18	03/09/18	03/07/18	03/05/18	02/28/18		
04/24/18	04/06/18	04/04/18	04/02/18	03/28/18		
05/22/18	05/04/18	05/02/18	04/30/18	04/26/18		
<b>June/None</b>						
07/24/18	07/06/18	07/03/18	06/29/18	06/26/18		
08/21/18	08/03/18	08/01/18	07/30/18	07/24/18	07/18/18	07/12/18
09/25/18	09/07/18	09/05/18	08/31/18	08/28/18	08/22/18	08/16/18
10/23/18	10/05/18	10/03/18	10/01/18	09/26/18	09/20/18	09/13/18
11/27/18	11/09/18	11/07/18	11/02/18	10/30/18	10/24/18	10/18/18
<b>December/None</b>						
01/29/19	01/11/19	01/09/19	01/07/19	01/02/19	12/26/18	12/18/18

# Designates MATTERS BY THE PUBLIC WILL BE HELD. There will be no Matters by the Public

\*\*Designates Public Hearings Items in addition to Consent and Regular Items.

Special Presentations are typically the first meeting of each month.

IN BOLD: Please note the date changes due to Holidays/Election Day/Etc. - certain dates were moved.

**AGENDA ITEM SUBMITTAL SCHEDULE**

**Meeting Dates & Days when Agenda Items are due:**

<u>BCC Meeting Date</u>	<u>Management Review Meeting</u>	<u>Items due to Agenda Coordinator</u>	<u>Items due to Assistant Admin's</u>	<u>Items due to Legal</u>	<u>Items due to OFMB</u>
01/15/19**	01/02/19	12/28/18	12/26/18	12/22/18	12/17/18
02/05/19#/**	01/23/19	01/18/19	01/16/19	01/14/19	01/09/19
03/12/19#/**	02/27/19	02/22/19	02/20/19	02/15/19	02/12/19
04/02/19#	03/20/19	03/15/19	03/13/19	03/11/19	03/06/19
04/16/19**	04/03/19	03/29/19	03/27/19	03/25/19	03/20/19
05/07/19#/**	04/24/19	04/19/19	04/17/19	04/15/19	04/10/19
06/04/19#	05/22/19	05/17/19	05/15/19	05/13/19	05/08/19
06/18/19**	06/05/19	05/31/19	05/29/19	05/25/19	05/21/19
07/02/19#/**	06/19/19	06/14/19	06/12/19	06/10/19	06/05/19
08/20/19**	08/07/19	08/02/19	07/31/19	07/29/19	07/24/19
09/10/19#/**	08/28/19	08/23/19	08/21/19	08/19/19	08/14/19
10/08/19**	09/25/19	09/20/19	09/18/19	09/16/19	09/11/19
10/22/19#/**	10/09/19	10/04/19	10/02/19	09/30/19	09/25/19
11/19/19#/**	11/06/19	11/01/19	10/30/19	10/28/19	10/23/19
12/03/19#	11/15/19	11/08/19	11/06/19	11/04/19	10/30/19
12/17/19**	12/05/19	11/26/19	11/21/19	11/19/19	11/14/19
01/14/20**	12/30/19	12/20/19	12/18/19	12/16/19	12/11/19

**WORKSHOP ITEM SUBMITTAL SCHEDULE**

**Please Note: Management Team Does Not Meet For Workshops**

<u>BCC Meeting Date</u>	<u>Items due to Agenda Coordinator</u>	<u>Items due to Assistant Admin's</u>	<u>Items due to Legal</u>	<u>Items due to OFMB</u>
01/29/19	01/11/19	01/09/19	01/07/19	01/02/19
02/26/19	02/08/19	02/06/19	02/04/19	02/01/19
03/26/19	03/08/19	03/06/19	03/04/19	03/01/19
04/30/19	04/12/19	04/10/19	04/08/19	04/05/19
05/21/19	05/03/19	05/01/19	04/29/19	04/26/19
06/25/19	06/07/19	06/05/19	06/03/19	05/31/19
07/23/19	07/05/19	07/02/19	06/30/19	06/28/19
08/27/19	08/09/19	08/07/19	08/05/19	08/02/19
09/24/19	09/06/19	09/04/19	08/30/19	08/28/19
10/29/19	10/11/19	10/09/19	10/07/19	10/05/19
11/26/19	11/08/19	11/06/19	11/04/19	11/01/19
December/None				
01/28/20	01/10/20	01/08/20	01/06/20	01/03/20

**# MATTERS BY THE PUBLIC WILL BE HELD. THERE WILL BE NO MATTERS BY THE PUBLIC DURING THE MONTHS OF JANUARY AND AUGUST.**

**\*\*Designates Public Hearings Items in addition to Consent and Regular items.**

**Special Presentations are typically the first meeting of each month**

**IN BOLD: Please note the date changes due to Holidays/Election Day/Etc. - certain dates were moved.**

**TO:** ALL COUNTY PERSONNEL  
**FROM:** VERDENIA C. BAKER  
COUNTY ADMINISTRATOR  
**PREPARED BY:** OFFICE OF FINANCIAL MANAGEMENT & BUDGET (OFMB)  
**SUBJECT:** GRANT ADMINISTRATION  
**PPM #:** CW-F-003

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**ISSUE DATE**  
**June 28, 2018**

**EFFECTIVE DATE**  
**June 28, 2018**

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**PURPOSE:**

To establish guidelines for grant applications, grant agreements, grant reporting, and related functions for funds received by the County from various external sources which are subject to Audit requirements.

**UPDATES:**

Future updates to this PPM are the responsibility of the Director of OFMB.

**AUTHORITY:**

- Palm Beach County Administrative Code, Section 309.00, as may be amended
- Florida Statutes, 215.97, as may be amended
- Single Audit Act 31, 7505, as may be amended
- 2 Code of Federal Regulations (CFR) Part 200, as may be amended
- Rules of the Auditor General, Chapter 10.550, as may be amended

**SCOPE:**

This PPM is not meant to be a comprehensive listing of all rules, regulations or laws relating to grants management. Departments are responsible for compliance with all County PPMs, Rules, Regulations, Laws and Contract provisions that may affect the operation of a grant.

## **DEFINITIONS:**

**Grant** - A payment in cash or in kind made to provide assistance for a specified purpose, the acceptance of which creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [General Accounting Office (GAO)] Further Details are provided on **Attachment A**. Grants are typically authorized and appropriated by a legislative body.

For purposes of this PPM, the term "grants" will not include shared revenues, payments in lieu of taxes, or any revenues received from charges for services (e.g., fire control or ambulance service).

**Grant Agreement** -A contract duly executed and legally binding between the County and an outside funding agency. There are several types of grant agreements which are further defined in **Attachment A**.

**Grant Application** - Required documentation used in making a request for funding from an outside funding agency.

**Grant Award** - Notification from an outside funding agency that authorizes the expenditure of funds by the County for the purposes specified in the grant application.

Depending on the specific requirements of the outside funding agency, the formality of the "grant award" process may vary as will the point after notification that funds may actually be expended by the County (e.g., prior to the execution of a formal grant agreement).

**Grant Closing** - Process for finalizing all obligations to the grantor agency, including financial and programmatic reporting, finalizing and ceasing all postings to the grant account, adjusting the records of the County and preparation of grant related documents for long-term storage and future audits.

**Grant Reporting** - Preparation and submission of reports of a statistical, programmatic or fiscal nature which are required by an outside funding agency.

**Match (Cost-Sharing)** - The value of goods or services provided by an entity, other than the funding agency of the grant, which is expended to further the grant objectives. Match can be either funds or in-kind and voluntary or mandatory. Match costs must be allowable, reasonable, actual, necessary and allocable to the specific program. Costs used as match cannot be used to meet the requirements of more than one project unless specifically authorized in the grant award. Records for match must be kept by the departments in the same manner as those for the grant. Further details are provided in **Attachment B**.

**Outside Funding Agency** - Federal, state, local, and quasi- governmental agencies, foundations or any other external funding source. Also referred to as "grantor agency".

**POLICY:**

I. Grant Applications, Agreements and Amendments

A. Identification of Grant Opportunities

1. County departments are responsible for identifying grant opportunities and preparing grant applications for new sources of revenue **applicable to programs under their jurisdiction.**
2. Grants for **Countywide purposes** (non-departmental) may be pursued at the direction of, or with specific approval of, the County Administrator.

B. Grant Applications

All grant **applications** must be approved by the Board of County Commissioners (BCC) if either of the following conditions apply:

1. the grant requires the signature of the head of the governing body; or
2. the grant requires a BCC resolution.

C. Grant Agreements, Amendments/Modifications

1. A grant **agreement** (contract), amendment/modification does not require BCC approval under either of the following conditions:

CONDITION #1 (must meet both criteria)

- a. **A specific delegation of authority to execute the grant agreement, amendment/modification was previously approved by the BCC; and**
- b. the contract, amendment/modification does not require a local match.

**OR**

CONDITION #2 (must meet all three criteria)

- a. the grant agreement, amendment/modification, does not specifically require approval of the BCC; and

- b. the contract, amendment/modification, does not require a County match; and
  - c. the amount of the grant award is less than \$100,000.
2. For County match to be included as part of a grant agreement, amendment/modification, the department must identify where in the current or future budget the match will be met. If the County match is to be met, in part or in whole, from another department's budget the department requesting the grant must include a Budget Availability Statement (BAS) signed by the department that will be providing the match.
3. For In-kind match to be included as part of a grant agreement, amendment/modification, the department must have a specific, written commitment of the in-kind match to be provided from the entity that will be providing the in-kind match. Supporting documentation should be included with all grant agreements to be reviewed by OFMB.
4. Agreements, Amendment/Modifications not requiring BCC approval must follow the same internal review procedures as those agreements requiring BCC approval, including review by OFMB, County Attorney's Office and County Administration.

D. Grant Documentation

1. Appropriate written documentation for the grant, including but not limited to the grant application, grant agreement, grant modifications, financial reports and programmatic reports, will be maintained by the responsible department.

II. Grant Related Agenda Items

- A. All grant related BCC Agenda Items shall meet the following minimum requirements:
  1. The Agenda Item Summary shall clearly outline the type of match, County and/or in-kind, the amount of required match, both as a dollar amount and percentage of the grant being applied for, and the amount of voluntary match.
  2. Any new positions requested as part of a Budget Amendment should be summarized in the Motion and Title section. The Agenda Item Summary must include the number of grant funded positions by job title and pay grade to be retained or added to the complement. Also, a statement that grant funded positions (if any) are approved for the length of the grant and these positions will be eliminated when grant funding is discontinued.



3. The Motion and Title shall include the term (beginning and ending) or the time limit for expenditures to occur.
4. If applicable, the specific delegation of authority requested from the BCC shall be stated in the Motion and Title section. If an agreement is to be executed electronically, specific delegation of authority must be given to the person who will be submitting the application.
5. A signed copy of all applications, agreements, and amendments/modifications executed under delegated authority must be placed on the BCC's agenda as a "Receive and File" by the responsible department no later than 90 days after execution. If a Budget Amendment is required, refer to Section III. F.
6. If the item being presented was executed under Delegated Authority granted by the BCC, the Agenda Item Summary must include the resolution number and date that authority was delegated.
7. Also included in the Agenda Item Summary should be the Catalog of State Financial Assistance(CSFA) or Catalog of Federal Domestic Assistance(CFDA) numbers.

### III Accounting and Budgeting

- A. Grant funds are to be established in such a manner as to be readily identifiable within the County's Financial System. This must be accomplished through the use of one of the following methods:
  1. **a separate fund if required by the grant agreement; or**
  2. **a separate unit code** identified as a single grant; or
  3. **the Cost Accounting - Grant Method** which is a combination of unit, subunit, program period, program code, or other appropriate fields as necessary and available within the accounting system to uniquely identify grant revenue and expenditures.

Departments choosing to use the Cost Accounting - Grant Method are responsible for setting up program codes. OFMB can assist departments as needed, but departments are responsible for maintaining program budgets.

- B. Grants that are paid in advance by the funding agency that require interest to be reported and/or remitted to the funding agency must be kept in separate funds

from grants that are paid on a reimbursement basis or do not have requirements for reporting and/or remitting interest .

- C. Grants established in **capital funds** are to be established as separate unit codes as well as identified as projects.
- D. Grant receipts and expenditures must be maintained in accordance with federal, state, and local guidelines/laws applicable to the agreement (federal statute, OMB Circular, state statute, local laws/ordinances, federal, state, guidelines) and Generally Accepted Accounting Principles for Local Governments. If differences exist between guidelines/laws, the department is to utilize the most stringent requirement (e.g., record retention, travel, inventory).
- E. All reports of a statistical, programmatic or fiscal nature are the responsibility of the administering department, with technical assistance available from OFMB and Finance, according to the reporting frequency (e.g., monthly, quarterly) established by the funding agency.
- F. All Budget Amendments necessary to reflect/reconcile grant revenues and expenditures will be prepared and submitted to OFMB by the responsible department using one of the following procedures and within the time frame specified:
  - 1. As part of an Agenda Item requesting BCC execution of a grant agreement.
  - 2. At the first subsequent BCC meeting if agreement, amendment/modification was executed under delegated authority.
  - 3. When the fund closes at fiscal year end, departments shall have 30 days to complete grant carryforward requests to ensure that the budget is accurate. These should be submitted as a non-board amendment, as authorized under PPM CW-F-013.

#### IV. Annual Audit

- A. Audits of grant funds will be conducted in accordance with the grant agreement and appropriate laws.
- B. The Audit of Federal funds is governed by the Single Audit Act, 31 USC 7505 which states: "The Director, after consultation with the Comptroller General and appropriate Federal, State, and local government officials, shall prescribe policies, procedures, and guidelines to implement this chapter." 2 CFR, Part 200 describes the non-Federal entity's responsibility for managing Federal assistance programs and the auditor's responsibility with respect to the scope of audit.

- C. The Audit of State funds is governed by Florida Statutes 215.97 which establishes uniform State Audit requirements for non-state entities receiving State Financial Assistance. The Auditor General has issued regulations to be followed - Rules of the Auditor General - Chapter 10.550.

**PROCEDURES:**

I. Accounting and Budgeting

- A. Revenue posting information, including a copy of the payment request, should be provided to the Revenue and Cash Management Section of the Clerk's Office within three days of a payment request being submitted to a grantor agency. Any checks for deposit sent to the Revenue and Cash Management Section of the Clerk's Office should be accompanied by supporting documentation and revenue posting information.
- B. Indirect cost will be applied for in grants as applicable and budgeted at the amount approved by the Grantor Agency. Indirect costs will be charged to grants monthly based on actual expenditures and the effective indirect cost rate as approved in the grant agreement.
- C. Departments are responsible for monitoring financial records to insure postings are in accordance with the Grant Agreement and County PPM's (e.g., correct time frame, allowable, proper category, etc.). Any corrections should be made within 45 days of the original posting.
- D. The administering department is responsible for drawing down, or if applicable, for supplying the information to Finance-Payables to provide for the drawing down of grant funds on a timely basis. Reports supporting the drawdown amounts should be reconciled to the official general ledger in the County's Financial System and provided to the Revenue and Cash Management Section of the Clerk's Office.
- E. The administering department is responsible for assuring that year end accruals are recorded, through Finance, for eligible expenditures and revenues (as defined in the Grant Agreement) in accordance with the County's year-end closing procedures.
- F. Advances of grant fund drawdowns should be recorded as "deferred revenue". Interest earned on advances must be calculated and classified as a "liability" if required to be returned to the grantor agency.
- G. Finance is responsible for ensuring that the applicable "negative interest" resulting from grant expenditures prior to the receipt of grant funds will be transferred to the appropriate fund. This will be designated by OFMB at least on an annual basis according to the County's annual closing procedures.

H. Responsibility for the adjustment of balances brought forward to agree with the audited fund balance in the County's Financial System, as reported in the Comprehensive Annual Financial Report (CAFR), shall be as follows, as stated in the Policy Section III. F. 3. of this PPM:

1. For **capital project funds**, OFMB will be responsible for assuring the appropriate Budget Amendments are prepared within 30 days of CAFR issuance. The administering department should work closely with OFMB in the preparation of these Amendments.
2. For **non-capital project funds** and **proprietary funds**, the administering department will be responsible for assuring the appropriate Budget Amendments are prepared and submitted to OFMB within 30 days of CAFR issuance.

I. The payback of unexpended grant funds must be approved as follows:

1. by the BCC if the amount being returned exceeds \$5,000; or
2. by the County Administrator if the amount being returned is \$5,000 or less.

In those situations involving County Administrator approval (i.e., where the amount being returned is \$5,000 or less), the responsible department must prepare a "Receive and File" Agenda Item to be placed at the first subsequent BCC meeting.

J. It is the department's responsibility to ensure that all grants are closed out in a timely manner (generally within 60 days) and in accordance with grant agreements in order to avoid loss of actual or potential grant revenue. If the grant expires at the end of the fiscal year, all appropriate accounting entries need to be made by the responsible department within 45 days.

1. Departments must notify any applicable internal service units (Fleet, Risk Management) 30 days in advance of the expected grant end date. Once notified, these departments should expedite posting of any outstanding charges to the grant account.
2. Departments shall identify all invoices submitted to Finance for payment during the last 30 days of a grant, as being for a grant set to expire. Finance will expedite payment of these invoices in order to avoid loss of grant funds.
3. If there is a discrepancy between the grant revenue and expenditures once all postings have been made, Finance will notify the department. The department will have five business days to correct any discrepancy. Once the grant revenue and expenditures are reconciled, Finance will notify OFMB

and the department that the grant account has been closed and no further postings to the account will occur.

- K. Excess County match funds are to be returned to the originating fund within 60 days of the close-out of the grant or within 45 days if the grant expires at the end of the fiscal year.
- L. For non-capital multiyear grants, amounts to be budgeted in future years may be budgeted as a lump sum in a reserve line designated by OFMB. These amounts will be removed from the designated reserve line during the annual budget process. This practice ensures personal services are not overstated for the department and the County.
- M. Departments shall develop and maintain supporting documentation for all personnel charges made to grant accounts in compliance with 2 CFR 200 and other applicable laws and regulations. Certifications must reflect an after-the-fact distribution of the actual activity of each employee and they must account for the total activity for which each employee is compensated.
- N. Only recurring, Federal and State funded grants which have been received in each of the last five years may be included in the annual budget without an application or agreement having been submitted to BCC. Departments will be required to estimate the expected value of the award for budget purposes. Departments must reconcile the estimated award budget to actual award budget once the agreement has been executed in compliance with this PPM.

## II. Annual Audit

- A. Grants funded by federal or state dollars are subject to annual audits by the County's external auditors.
- B. If needed, OFMB will prepare a procedure for reconciling grant revenue and expenditures to the official general ledger in the County's financial system based on the needs of the external auditors. This will be completed on an annual basis. The procedure, including deadlines for completion, will be provided to department's prior to July 15<sup>th</sup> of each year.
- C. If necessary, OFMB will facilitate training on the grant reconciliation procedures prior to July 15<sup>th</sup> of each year.
- D. Reconciliation of federal and state assistance will consist of a two-step process involving a "preliminary reconciliation" and a "final reconciliation".

1. Preliminary Reconciliation

- a. Using the Program Table in the County's Financial System - Advantage, OFMB will prepare **preliminary "Schedules of Federal and State Assistance"**.
- b. County departments are responsible for estimating grant earnings through the end of the fiscal year for the purpose of audit planning.
- c. County departments are responsible for reconciling grant receipts and expenditures with ledgers and payment requests.

A standard **Preliminary "Grant Reconciliation Worksheet"** will be provided by OFMB for use in this process. The worksheet is to be completed by departments for each grant.

- d. County departments are responsible for updating the Program Table in Advantage for actual and estimated earnings as reflected in the reconciliation worksheet.
- e. The reconciliation worksheet and supporting documentation is to be submitted by the responsible department to OFMB within the timeframe established by OFMB. Departments must use the expenditure and revenue reports provided by OFMB.
- f. OFMB will be responsible for providing a consolidated schedule of financial assistance to the External Auditors for their preliminary fieldwork by the end of September (fiscal month 12).

2. Final Reconciliation

- a. After the close of the fiscal year, these schedules will be updated using the same procedure outlined above to reflect any changes occurring during the final quarter (i.e., July through September).

Departments will have 15 days from the time the fund is closed by Finance (if the fund is closed after December 31<sup>st</sup>, then within the timeframe established by OFMB in order to meet final reconciliation deadlines) to submit the **Final "Grant Reconciliation Worksheets"** will be provided by OFMB as well as the grant expenditure and revenue reports..

3. Other Audit Requirements

- a. OFMB will be responsible for the coordination and distribution of the audit reports as required by the grant agreements and County policy.
- b. Each department or office will be responsible for taking appropriate steps to clear or correct any deficiencies cited in the Single Audit Management Letter within their area of responsibility.
- c. Upon request, departments will receive all or part of the audit reports produced.



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**VERDENIA C. BAKER**  
**COUNTY ADMINISTRATOR**

**Supersession History:**

1. Administrative Order Number 1-4, dated 9/1/1978
2. PPM # CW-F-003, issued 7/1/1988
3. PPM # CW-F-003, issued 8/1/1995
4. PPM # CW-F-003, issued 4/30/1999
5. PPM # CW-F-003, issued 11/30/2000
6. PPM # CW-F-003, issued 11/01/2004
7. PPM # CW-F-003, issued 3/1/2006
8. PPM # CW-F-003 issued 10/3/2012
9. PPM # CW-F-003, issued 4/19/2013

## ATTACHMENT A

### GRANT TYPES

#### GRANT TYPES BY GRANTOR AGENCIES

**Federal Grants** – a grant made by the Federal Government. Federal grants are the most common type of grant received by the County. These grants generally should have a Catalog of Federal Domestic Assistance (CFDA) number assigned to them.

**State Grants** – a grant made by the State Government. State grants are the second most common type of grant, behind Federal grants, received by the County. These grants generally should have a Catalog of State Financial Assistance (CSFA) or CFDA number assigned to them.

**Foundation Grants** – a grant made by a philanthropic foundation. The County receives this type of grant very infrequently. These grants rarely have a CFDA or CSFA number unless the grant is a pass-through grant.

**Corporate Grants** – a grant made by a corporate foundation. The County receives this type of grant very infrequently. These grants rarely have a CFDA or CSFA number unless the grant is a pass-through grant.

**Local Grants** – a grant made by Local Government such as a City, County, or quasi-governmental agency. These grants rarely have a CFDA or CSFA number unless the grant is a pass-through grant.

#### GRANT TYPES BY FUNDING ARRANGEMENT

**Advance Payment Grants** – a type of funding program where the grantee is provided with a partial or full payment of the grant amount in advance of expenditures being incurred. Advance payment grants generally have requirements that funds received be invested until expended and interest earned. Interest earned generally must be returned to the grantor agency or used to further the grant program. Advance payment grants are received infrequently.

**Reimbursement Grants** – a type of funding program under which the grantee is reimbursed for qualifying expenditures already incurred, as specified in the terms of the grant agreement for such a program.

#### GRANT TYPES BY LENGTH

**Single year grants** – grants where a single contract number is provided for a project period that is less than two calendar years. Single year grants may be in a single fiscal year of the County or may be split between two fiscal years.

**Multi-year grants** – grants where a single contract number is provided for a project period that is longer than two calendar years. Multi-year grants will be in at least two fiscal years and will generally be either for 3 or 5 year periods.

#### GRANT TYPES BY GRANTOR RELATIONSHIP

**Direct Grants** – grant funds received directly from the grantor with no intermediary.



## ATTACHMENT A

### GRANT TYPES

**Pass-thru Grants** – grant funds received from one grantor (such as the Federal government), but passed through another grantor or funding source (such as the State).

#### GRANT TYPES BY SOURCE

**Block Grants** – a broad intergovernmental transfer of funds or other assets by the U.S. Congress to state or local governments for specific activities such as secondary education or health services, but with few restrictions attached. Block grants are distributed according to legal formulas defining broad functional areas such as health, income security, education or transportation. They are used for a variety of activities, largely at the recipient's discretion.

**Competitive (Discretionary) Grants** – an award of financial assistance in the form of money, or property in lieu of money, by the Federal government to an eligible grantee, usually made on the basis of a competitive review process.

**Continuation of any grant type** – a continuation grant provides additional funding for budget periods subsequent to the initial budget period.

**Conditional Grant** – a conditional grant involves one grant maker seeking the involvement of others by making their grant (only a part of the total costs of a project) conditional upon the remainder of the cost being funded from another source.

**Cooperative Agreements & Contracts** – a type of Federal assistance; essentially, a variation of a discretionary grant, awarded by a Federal agency when it anticipates having substantial involvement with the grantee during the performance of a funded project.

**Earmark** – refers to a provision in legislation requiring that a portion of a certain source of revenue be designated for specific projects usually at the request of a legislator. Typically, the County submits requests for projects to state and federal legislators who seek to obtain funds for those requests, usually to be spent in the district the legislator represents. Earmarking bypasses the normal procedure by which revenues are pooled in a general fund and then allocated among various government spending programs as opposed to a specific project.

**Formula Grants** – a grant that the Federal or State agency is directed to make to grantees, for which the amount is established by a formula based on certain criteria that are written into the legislation and program regulations; this funding is directly awarded and administered in the Federal agency's program offices.

## ATTACHMENT B

### MATCH (Cost-Sharing)

**Match (Cost-Sharing)** is defined as the value of goods or services provided by an entity other than the funding agency of the grant which is expended to further the grant objectives. Match can be either County or in-kind and voluntary or mandatory. Match costs must be allowable, reasonable, actual and necessary and allocable to the specific program that it is required of. Costs used as match cannot be used to meet the requirements of more than one project unless specifically authorized in the grant award. Records for match must be kept by the departments in the same manner as those for the grant.

**County Match** includes County funds spent for project-related costs. County match will be traceable through the County's accounting system to a specific cash transaction. Contributions of cash, or cash equivalents, provided by third-parties to the County will be considered County match to the extent that the contribution is recorded as revenue in the County's accounting system.

**County In-Kind Match** includes the use of County owned equipment, facilities, supplies, or other assets that are not traceable through the County's accounting system to a specific cash transaction.

**External In-Kind Match** includes the value of goods and services provided by independent, third parties in furtherance of a specific grant award. In-kind match will not be traceable through the County's accounting system to a specific cash transaction. Potential types of in-kind match include, but are not limited to: volunteer services, donated time of employees of other organizations, donated supplies and loaned equipment or space, donated equipment, building or land. In-kind match must be recorded at the documented market-value of the goods or services received.

- **Volunteers** – Unpaid services provided to the County by an individual are valued at the private market value of similar services. If there is no private market value for the services provided, the services shall be valued at minimum wage plus a reasonable amount for fringe benefits. The department will be responsible for maintaining supporting documentation for both the value of services provided as well as effort provided (timesheets).
- **Employees of other organizations** – When another organization furnishes, free of charge, the services of an employee in that employee's line of work, the services are valued at the employee's regular rate of pay exclusive of fringe benefits and overhead costs. If the services provided are in another line of work, then the value is calculated in the same manner as that for volunteers. The department will be responsible for maintaining supporting documentation for both the value of services provided as well as effort provided (timesheets).
- **Equipment/space rental** – Equipment or space, where the title is retained by the donor, is valued at its fair rental rate in the market. The department will be responsible for

## ATTACHMENT B

### MATCH (Cost-Sharing)

maintaining supporting documentation of the fair rental rate in the market at the time of donation and for following any applicable County PPM on donations.

- **Supplies/Equipment/Real Property** – Supplies/equipment/real property where title is transferred to the County shall be valued at their fair market value at the time of donation. The department will be responsible for maintaining supporting documentation of the fair market value at the time of donation and for following any applicable County PPM on donations.

**Voluntary (Over) Match** – Voluntary (Over) match is the use of resources in pursuit of grant objectives not specifically required by the grant agreement. Voluntary match included in a grant proposal accepted by a funding agency becomes mandatory match unless the grant proposal is specifically not a part of the final grant agreement.

**Mandatory Match** – Mandatory match is the use of resources in the pursuit of grant objectives specifically required by the grant agreement. Voluntary match included in a grant proposal accepted by a funding agency becomes mandatory match unless the grant proposal is specifically not a part of the final grant agreement.