



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?		Yes <u>X</u>		No _____	
Does this item include the use of federal funds?		Yes _____		No <u>X</u>	

Budget Account No.:

Fund 3652 Department 381 Unit M053 Object \_\_\_\_\_ Program \_\_\_\_\_

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

No fiscal impact; time extension only.

**C. Department Fiscal Review:**

\_\_\_\_\_ *B. Henry*

**III. REVIEW COMMENTS**

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

*ASD* 6/20/23  
 OFMB *QA* 6/20 *MG* 6/20  
*MF* 6/20

*Mr. J. J. ...* 6/29/23  
 Contract Development & Control  
*TR* 6/29/23

**B. Legal Sufficiency:**

\_\_\_\_\_ 7/5/23  
 Assistant County Attorney

**C. Other Department Review:**

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

**AMENDMENT NO. 1  
TO AGREEMENT NO. 21PB13  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
PALM BEACH COUNTY**

This Amendment to Agreement No. 21PB13, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Palm Beach County, 2300 North Jog Road, 4<sup>th</sup> Floor, West Palm Beach, Florida 33411 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Feasibility and Design effective September 2, 2021;

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

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for a 12-month period to begin January 1, 2024, and remain in effect until December 31, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
- 3) Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
- 4) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

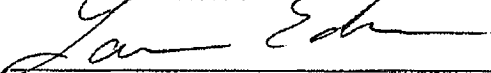
**Palm Beach County**

By:   
Title: Department Director Environmental  
Resources Management

Date: 5-16-23

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

**Florida Department of  
Environmental Protection**

By:   
Secretary or Designee Lainie Edwards, Deputy Director,  
Office of Resilience and Coastal Protection

Date: 5/18/2023

**LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:**

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (3 pages)

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**ORCP Additional Signatures**

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**John P. Irving** Digitally signed by John P. Irving  
Date: 2023.05.16 15:46:38 -04'00'

DEP Grant Manager

**Randall Wilson** Digitally signed by Randall Wilson  
Date: 2023.05.18 10:28:01 -04'00'

DEP QC Reviewer

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Local Sponsor may add additional signatures if needed below.

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STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Revised Special Terms and Conditions  
AGREEMENT NO. 21PB13

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is South Jupiter Beach Feasibility Study. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on May 1, 2017 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

See Attachment 3, Grant Work Plan.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Comprehensive General Liability Insurance.**

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation.**

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. **Other Insurance.** None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier -- firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier -- Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.



**ATTACHMENT 3-B  
SECOND REVISED GRANT WORK PLAN**

**PROJECT TITLE:** South Jupiter Beach Feasibility Study

**PROJECT LOCATION:** The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R19 and R26 along the Atlantic Ocean in Palm Beach County, Florida.

**PROJECT BACKGROUND:** The South Jupiter Beach Feasibility Study consists of a study to evaluate alternatives for beach restoration along 1.45 miles of critically eroded shoreline between DEP monuments R19 to R26 in Palm Beach County. In 2016, a dune restoration was conducted to provide storm protection to Highway A1A/Ocean Boulevard and existing dune crossovers. A feasibility study is being conducted to investigate the option of incorporating the Jupiter/Carlin, South Jupiter, and Juno Beach projects into a single fill event to reduce project construction costs and increase project performance of all three segments.

**PROJECT DESCRIPTION:** The Project consists of a feasibility study and design for South Jupiter Beach.

**PROJECT ELIGIBILITY:** The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$133,292 for this Project or up to 50 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection

F.A.C. – Florida Administrative Code

F.S. – Florida Statutes

**TASKS and DELIVERABLES:**

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

**Task 1: Feasibility**

**Task Description:** The Local Sponsor will acquire professional services for activities necessary to determine the feasibility of the proposed Project or Project-related improvements necessary to accomplish Department-approved goals and strategies.

**Deliverable:** Certification of Completion including documentation of submittal affirming that the final feasibility report was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

**Task 2: Design**

**Task Description:** The Local Sponsor will acquire professional services for the engineering and design of the Project such as coastal engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, sediment studies, inlet studies, environmental analyses, orthophotography, plan formulations and for obtaining environmental permits and other Project-related authorizations. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** Certification of Completion including documentation of submittal affirming that the final design document was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Feasibility Study	50.00%		\$83,292.00	\$83,292.00	\$166,584.00
2	Design and Permitting	50.00%		\$50,000.00	\$50,000.00	\$100,000.00
<b>TOTAL PROJECT COSTS</b>				<b>\$133,292.00</b>	<b>\$133,292.00</b>	<b>\$266,584.00</b>

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Feasibility	Contractual Services	\$83,292.00	05/01/2017	6/30/2024
2	Design	Contractual Services	\$50,000.00	05/01/2017	6/30/2024
Total:			\$133,292.00		

Note that, per paragraph 8.h. of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Local Sponsor with this and future requests for extension.



Attachment 2

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

**DATE:** September 24, 2021

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

**THROUGH:** Patrick Rutter *PR*  
Assistant County Administrator

**FROM:** Deborah Drum, Director *DD 9-24-21*  
Environmental Resources Management

**SUBJECT:** REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:  
A State of Florida Department of Environmental Protection  
(FDEP) Standard Grant Agreement No. 21PB13 (Agreement),  
for an amount not to exceed \$133,292, providing for the  
development of the South Jupiter Feasibility Study, beginning  
January 1, 2018 and expiring December 31, 2023.

On August 17, 2021, agenda item 3L-12 (R2021-1108), the Board of County Commissioners approved the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management, to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: *VC Baker* DATE: *10/6/21*  
Verdenia C. Baker, County Administrator

DD:kf  
Attachment