

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 7, 2025

Consent

Regular

Ordinance

Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment No. 1 to the Grant Agreement No. HL241 (R2024-0315), between Palm Beach County and the Florida Department of Commerce (FDOC), to extend the end date from June 30, 2025 to June 30, 2026 and increase the overall total funding by \$1,000,000 for a new not-to-exceed amount of \$1,750,000 for the Peanut Island Historic Restoration Project (Project); and

B) a Budget Amendment of \$1,000,000 within the Park Improvement Fund to establish budget for the approved grant.

Summary: In 2023, the County submitted a Florida Senate - Local Funding Initiative Request for the Project. The \$750,000 funding request was sponsored by Senator Bobby Powell Jr. (now Commissioner Bobby Powell Jr.), (Senate Bill 2500) and received final approval on June 15, 2023. The Grant Agreement required demolition and replacement of the existing Coast Guard dock as well as acquiring restoration design services associated with the renovation of the John F. Kennedy fallout bunker, Coast Guard Station House and Coast Guard Boat House. Amendment No. 1 provides additional funding from the Fiscal Year 2024-2025 General Appropriations Act. The additional funding will be used to assist in the pre-construction activities for renovations to the John F. Kennedy fallout bunker, Coast Guard Station House and Coast Guard Boat House. The new grant period is from July 1, 2023 through June 30, 2026. **No additional County match is required. Districts 1 & 7 (AH)**

Background and Justification: In January 2022, the County entered into a 30 year lease with the Port of Palm Beach for Peanut Island U.S. Coast Guard Facility. The Station House, Boathouse and docks were constructed by the Coast Guard in 1936 and were in operation until 1995. These facilities are historically significant for their role in coastal defense and rescue activities during the early months of World War II as well as their involvement in the events of the Cuban Missile Crisis. The Kennedy Bunker was constructed in 1961 and available to the President as a fallout bunker. The Coast Guard facility will be renovated in phases. Structural assessments of the buildings were completed in October 2023 and design is nearing completion for the replacement of the degraded dock system. Construction of the new dock system could commence by early-2025 and restoration of the structures could move forward by early-2026. Once completed the facility is expected to serve as an environmental and historical education center that will be accessible to all residents and visitors of Palm Beach County.

Attachments:

1. Amendment No. 1 to Grant Agreement
2. Budget Amendment

Recommended by:


Department Director

12/4/2024
Date

Approved by:


Assistant County Administrator

12/20/24
Date

**AMENDMENT ONE TO
GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF COMMERCE
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

On **March 3, 2024**, the State of Florida, Department of Commerce (“Commerce”) and the **Palm Beach County Board of County Commissioners** (“Grantee”) entered into Grant Agreement **HL241** (“Agreement”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, Section D, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, Grantee received an additional appropriation of \$1,000,000.00 from line 2347A of the FY 2024-2025 General Appropriations Act, Chapter 2024-231, Laws of Florida; and

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

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A, Agreement Period, is hereby deleted in its entirety and replaced with the following:

This Agreement is effective as of July 1, 2023, (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2026, (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

2. Section B, Funding, is hereby deleted in its entirety and replaced with the following:

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00), which includes Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in Specific Appropriation line item 2341A from the FY 2023-2024 General Appropriations Act, and One Million Dollars and Zero Cents (\$1,000,000.00) in Specific Appropriation line item 2347A from the FY 2024-2025 General Appropriations Act. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or

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appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

3. Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the revised Attachment 1 attached hereto.
4. Exhibit 1 to Attachment 2 is hereby deleted in its entirety and replaced with the revised Exhibit 1 to Attachment 2 attached hereto.
5. All other terms and conditions of the Agreement remain in full force and effect.

~Remainder of this page left intentionally blank~

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # HL241 as amended. This Amendment is effective on the date the last Party signs this Amendment.

| | |
|--|---------------------------------------|
| PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS | FLORIDA DEPARTMENT OF COMMERCE |
| SIGNED- | SIGNED: |
| | J. Alex Kelly |
| Mayor | Secretary |
| DATE: | DATE: |
| | |

APPROVED AS TO TERMS AND CONDITIONS

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

By: *James G. Crall* 11/21/24
Department Director Date

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Anne Odehant* 12-16-24
Senior Assistant County Attorney Date

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

**ATTACHMENT 1
SCOPE OF WORK**

- A. PROJECT DESCRIPTION:** Palm Beach County, Florida, Board of County Commissioners (“Grantee”) received appropriations totaling One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00), which includes Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in Specific Appropriation line item 2341A from the FY 2023-2024 General Appropriations Act (Chapter 2023-239, Laws of Florida), and One Million Dollars and Zero Cents (\$1,000,000.00) in Specific Appropriation line item 2347A from the FY 2024-2025 General Appropriations Act (Chapter 2024-231, Laws of Florida). Funding was awarded to assist in the pre-construction activities for renovations to the John F. Kennedy Bunker, Coast Guard Station House, Coast Guard Boat House, and construction of the associated dock system for these facilities located on Peanut Island.

The Peanut Island Project will revitalize Peanut Island’s legacy of eco-tourism by renovating these historic facilities that played a significant coastal defense role in World War II, were involved in the Cuban Missile Crisis, and served as the fallout bunker for President John F. Kennedy. Facilities to be renovated with this funding include the docks associated with the Coast Guard facility, the Kennedy Bunker, the Coast Guard Station House, and the Coast Guard Boat House. Restoration/replacement of these facilities are expected to increase access to recreational activities and increase tourism to the island by providing both local and out of state visitors the chance to visit a unique and important location in American history. Following restoration of the structures, Palm Beach County Parks and Recreation Department plans to operate the site as a cultural/historical museum with additional focus toward environmental education expected to increase annual tourism to the island park by several thousand people.

Funding for this agreement will be used for the professional engineering, planning, design, surveys permitting, and construction.

B. GRANTEE RESPONSIBILITIES:

1. Design and construction of dock system to service the Coast Guard campus and Kennedy Bunker. Tasks to be completed include:
 - a. Pre-construction activities
 - Develop designs and construction drawings.
 - Obtain necessary permits as applicable.
 - Complete all required surveys.
 - b. Construction of dock system
 - Construct new dock system that will service the Coast Guard campus and Kennedy Bunker. New docks will replicate the design of the prior dock system. Specific project tasks include demolition and material removal of the existing failed dock structures and construction of two new docks of the same design to replace the existing failed dock system.
2. Pre-construction activities for renovations to the John F. Kennedy fallout bunker, Coast Guard Station House, and Coast Guard Boat House. Tasks to be completed include:
 - a. Develop designs and construction drawings.
 - b. Obtain necessary permits as applicable.
 - c. Complete all required surveys.

C. COMMERCE’S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce’s sole and absolute discretion, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

| Deliverable No. 1 – Pre-Construction/Construction of Docks | | |
|---|---|--|
| Task | Minimum Level of Service | Financial Consequences |
| <p>Task 1: Pre-Construction</p> <p>Complete dock system pre-construction tasks in accordance with Section B.1.a of this Scope of Work.</p> | <p>Complete dock pre-construction tasks in accordance with Section B.1.a of this Scope of Work.</p> <p>Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Section B.1.a of this Scope of Work. Completion shall be evidenced by submission to Commerce’s Agreement Manager of the following, as applicable:</p> <ol style="list-style-type: none"> 1. Copy of construction design drawings for dock system; 2. Copies of all required permits issued; 3. Copies of all surveys as applicable; and 4. Invoice package in accordance with Section F of this Scope of Work. | <p>Failure to meet the Minimum Level of Service shall result in non-payment.</p> |
| <p>Task 2: Construction of dock system</p> <p>Complete construction in accordance with Section B.1.b of this Scope of Work.</p> | <p>Complete construction in accordance with Section B.1.b of this Scope of Work.</p> <p>Grantee may request reimbursement upon completion of construction in accordance with Section B.1.b of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%. Completion shall be</p> | <p>Failure to meet the Minimum Level of Service shall result in non-payment.</p> |

| | | |
|---|--|---|
| | evidenced by submission to Commerce's Agreement Manager of the following: | |
| | <ol style="list-style-type: none"> 1. Completed AIA Forms G702 and G703, or their substantive equivalent, certifying that the project, or a quantifiable portion of the project is complete; 2. Photographs of the project in progress or complete; and 3. Invoice package in accordance with Section F of this Scope of Work. | |
| Total for Deliverable No. 1 Not to Exceed \$750,000.00 | | |
| Deliverable No. 2 – Pre-Construction for Bunker, Station House, and Boat House | | |
| Task | Minimum Level of Service | Financial Consequences |
| Complete pre-construction tasks in accordance with Section B.2 of this Scope of Work. | <p>Complete pre-construction tasks in accordance with Section B.2 of this Scope of Work. Completion shall be evidenced by submission to Commerce's Agreement Manager of the following, as applicable:</p> <ol style="list-style-type: none"> 1. Copy of construction design drawings for dock system; 2. Copies of all required permits issued; 3. Copies of all surveys as applicable; and 4. Invoice package in accordance with Section F of this Scope of Work. | Failure to meet the Minimum Level of Service shall result in non-payment. |
| Total for Deliverable No. 2 Not to Exceed \$1,000,000.00 | | |
| TOTAL AWARD NOT TO EXCEED \$1,750,000.00 | | |

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from

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Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
 3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
 4. Annual Report: The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.
- F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at

Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project and the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfer, credit card receipts, etc.).
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

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- G. RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2024, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide with each quarterly report updates on the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

- H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

EXHIBIT 1 to Attachment 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

STATE AWARDING AGENCY: FLORIDA DEPARTMENT OF COMMERCE

CSFA NUMBER: 40.038

CSFA TITLE: LOCAL ECONOMIC DEVELOPMENT INITIATIVES

TOTAL STATE AWARD AMOUNT: \$1,750,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ACTIVITIES ARE LIMITED TO THOSE SPECIFIED IN ATTACHMENT 1, SCOPE OF WORK, OF THIS AGREEMENT

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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25-0234

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX 582 111824*382

BGRV 582 111824*117

FUND 3600 - PARK IMPROVEMENT

| ACCOUNT NUMBER | ACCOUNT NAME | UNIT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED as of 12/10/2024 | REMAINING BALANCE |
|---------------------|----------------------------------|---------------------------------|-------------------|-------------------|------------------|----------|-------------------|---------------------------------------|-------------------|
| REVENUES | | | | | | | | | |
| 3600-582-P922-3407 | State Grant Capital-Culture/Recr | Peanut Island Park Improvements | 750,000 | 750,000 | 1,000,000 | 0 | 1,750,000 | 0 | 1,750,000 |
| | Total Fund Revenues | | 73,024,983 | 69,185,141 | 1,000,000 | 0 | 70,185,141 | | |
| EXPENDITURES | | | | | | | | | |
| 3600-582-P922-6504 | Design, Engineering and Mgmt | Peanut Island Park Improvements | 750,000 | 750,000 | 1,000,000 | 0 | 1,750,000 | 0 | 1,750,000 |
| | Total Fund Expenditures | | 73,024,983 | 69,185,141 | 1,000,000 | 0 | 70,185,141 | | |

SIGNATURES

DATES

[Signature]
Parks and Recreation Department 12/14/2024

[Signature]
Administration/Budget Department Approval 12/11/2024

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: January 7, 2025

Deputy Clerk to the
Board of County Commissioners