

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 3, 2026

☒ Consent
☐ Ordinance

☐ Regular
☐ 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:

A) ratify Mayor's signature on Amendment No. 2 (Amendment) to the Grant Agreement No. HL241 (Agreement) (R2024-0395), between Palm Beach County (County) and the Florida Department of Commerce (FDOC), to extend the end date from June 30, 2026 to June 30, 2027 and increase the overall total funding by \$500,000 for a new not-to-exceed amount of \$2,250,000 for the Peanut Island Historic Restoration Project (Project); and

B) approve a Budget Amendment of \$500,000 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 Peanut Island Historic Restoration project. The \$750,000 funding request (Senate Bill 2500) was sponsored by Senator Bobby Powell Jr. (now Commissioner Bobby Powell Jr.), and received final approval on June 15, 2023. The Agreement requires demolition and replacement of the former Coast Guard dock as well as the acquisition of restoration design services associated with the renovation of the John F. Kennedy fallout bunker, and former U.S.Coast Guard facilities, which include the Station House and Boat House (Facility). Amendment No. 1 (R2025-0047) provided an additional \$1 Million funding from the FY 2024-2025 General Appropriations Act. This Amendment provides additional funding from the FY 2025-2026 General Appropriations Act that will be used to assist in the pre-construction activities for renovations to the Facility. The new grant period is from July 1, 2023 through June 30, 2027. **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 U.S. 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 John F. Kennedy bunker was constructed in 1962 and was available to the President of the United States as a fallout bunker. The Facility will be renovated in phases. Structural assessments of the buildings were completed in October 2023 and the design phase is nearing completion for the replacement of the degraded dock system. 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. 2 to Grant Agreement
2. Budget Amendment

Recommended by: 
Department Director

1/13/2026
Date

Approved by: 
Deputy County Administrator

1/15/26
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	<u>500,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(500,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget:	Yes	_____	No	<u>X</u>
Does this item include use of Federal Funds?	Yes	_____	No	<u>X</u>
Does this item include use of State Funds?	Yes	<u>X</u>	No	_____

Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program _____

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

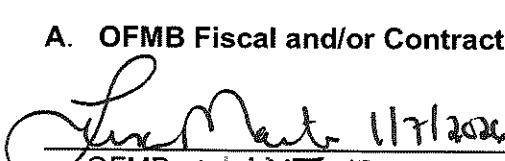
Florida DOC Grant	3600-582-P922	<u>\$500,000</u>
Total Grant Project Cost		<u>\$500,000</u>

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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


OFMB 1/14/26 VS 47
 MF 117


Contract Development and Control 26 1.13.26

B. Legal Sufficiency:


Assistant County Attorney 1-14-26

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\Agenda Item Summary\02-03-26\02-03-26 Peanut Island DOC Grant Amendment No. 2.docx

**AMENDMENT TWO
TO AGREEMENT
BETWEEN
THE 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 Palm Beach County Board of County Commissioners ("Grantee"), entered into a contract for pre-construction activities for renovations to the John F. Kennedy Bunker, Coast Guard Station House and Boat House, and construction of the associated dock system for these facilities located on Peanut Island. 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 or modification to the Agreement shall be in writing executed by the Parties thereto; 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, 2027, (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 Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00), 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, One Million Dollars and Zero Cents (\$1,000,000.00) in Specific Appropriation line item 2347A from the FY 2024-2025 General Appropriations Act, and Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) from the FY 2025-2026 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 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. Agreement is hereby modified to add the following sections:

DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

Prior to execution of this Agreement, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

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

Contract Number: HL241

IN WITNESS HERETO, 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.

FLORIDA DEPARTMENT OF
COMMERCE

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By J. Alex Kelly
Signature
J. Alex Kelly
Title Secretary
Date 10/22/2025

By Maria G. Marino
Signature
Maria G. Marino
Title Mayor
Date 10/20/2025

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

Approved as to terms and conditions

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By Jennifer Cirilli
Department Director Date

By: Vicki Wright
Approved Date: 10/21/2025

Approved as to form and legal sufficiency

By: Anne Helfant
Senior Assistant County Attorney Date

ATTACHMENT 1 SCOPE OF WORK

- A. PROJECT DESCRIPTION:** Palm Beach County, Florida, Board of County Commissioners (“Grantee”) received appropriations totaling Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00), 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), 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) and Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) in Specific Appropriation line item 2112A from the FY 2025-2026 General Appropriations Act (Chapter 2025-198, 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.
3. Complete the following tasks as part of the initial renovations for the Kennedy fallout bunker, Coast Guard Station House, and Coast Guard Boat House:

- a. Purchase and install HVAC units
- b. Roof restoration
- c. Exterior structure restoration

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
Task 1: Pre-Construction Complete dock system pre-construction tasks in accordance with Section B.1.a of this Scope of Work.	Complete dock pre-construction tasks in accordance with Section B.1.a of this Scope of Work. 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: <ul 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; and4. 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.
Task 2: Construction of dock system Complete construction in accordance with Section B.1.b of this Scope of Work.	Complete construction in accordance with Section B.1.b of this Scope of Work. 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 evidenced by submission to Commerce’s Agreement Manager of the following: <ul 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; and3. 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. 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.	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: 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		
Deliverable No. 3 – Initial Renovation for Bunker, Station House, and Boat House		
Task	Minimum Level of Service	Financial Consequences
Complete renovation tasks in accordance with Section B.3 of this Scope of Work	Complete a minimum of one (1) task in accordance with Section B.3 of this Scope of Work. Completion shall be evidenced by submission to Commerce’s Agreement Manager of the following: 1. Copy of purchase order, receipt or other evidence that equipment (HVAC) has been purchased; 2. Copy of vendor invoice documenting work is complete; 3. Photographs of completed work; 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. 3 Not to Exceed \$500,000.00		
TOTAL AWARD NOT TO EXCEED \$2,250,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 20% of each deliverable total funding amount. Changes that exceed 20% of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

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 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. **Total Compensation for Executive Leadership Annual Report,** if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5).

All compensation reports must:

- Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s).
- Indicate what percentage of the reported compensation comes directly from State and/or Federal awards.
- Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
- Provide a detailed percentage breakout between State and Federal funding sources.

Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

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.

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

Contract Number: HL241

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: \$2,250,000.00

**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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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX 581 121625*633


BGRV 581 121625*178


FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 12/16/2025	REMAINING BALANCE
REVENUES									
3600-582-P922-3407	State Grant Capital-Culture/Recreation	Peanut Island Park Improvements	1,750,000	1,750,000	500,000	0	2,250,000	0	2,250,000
	Total Fund Revenues		89,655,890	85,749,627	500,000	0	86,249,627		
EXPENDITURES									
3600-582-P922-6504	IOTB - Non-Infrastructure	Peanut Island Park Improvements	1,750,000	1,750,000	500,000	0	2,250,000	568,000	1,682,000
	Total Fund Expenditures		89,655,890	85,749,627	500,000	0	86,249,627		

SIGNATURES

DATES


Parks and Recreation Department


Administration/Budget Department Approval

OFMB Department - Posted

1/6/2026

1/7/2026

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: February 3, 2026

Deputy Clerk to the
Board of County Commissioners