

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 6, 2026	(X) Consent	() Regular
		() Workshop	() Public Hearing
Department:	Environmental Resources Management		

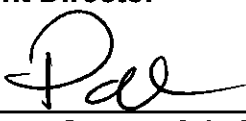
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment No.1 to Florida Department of Environmental Protection (FDEP) Agreement No. 26PB4 (Agreement) which updates the standard terms and conditions, recognizes and adjusts total costs for emergency federal and state funds allocated, and re-allocates FDEP funds to the monitoring task and three (3) construction sub-tasks.

Summary: On October 7, 2025, the Board of County Commissioners (BCC) approved the Agreement (R2025-1364) with FDEP to fund the Singer Island Dune Restoration Project (Project). Delegation of authority to sign all future time extensions, task assignments, certifications and other forms associated with the Agreement, and any necessary minor amendments was approved at that time. Amendment No. 1 formally recognizes and adjusts total Project costs for Hurricane Milton Federal Emergency Management Agency (FEMA) and Florida Department of Emergency Management (FDEM) funds allocated for the 2024/2025 Project (\$598,687.25). In recognizing these funds, the construction task was split into three (3) sub-tasks to correctly represent Federal and non-Federal construction scopes. Funds made available through this re-allocation were moved to the monitoring task to support additional years of post-construction monitoring. The total grant award from FDEP of \$1,747,441.34 remains unchanged. In accordance with Palm Beach County (PBC) PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating department as a receive and file agenda item. **There is no cost to the County associated with this item. District 1 (FXM)**

Background and Justification: The Project consists of nourishment, monitoring, and maintenance of 0.7 miles of dunes on Singer Island. The Project was completed in winter 2023/2024 and winter 2024/2025. The 2023/2024 construction event repaired damages caused by erosive winter conditions. The 2024/2025 construction event repaired damages caused by Hurricane Milton and additional erosive conditions.

- Attachments:**
- 1. FDEP Amendment No. 1 to Agreement No. 26PB4
 - 2. Delegation Memo

Recommended by:		8-28-2026	kf / FXM 08/24/26
	Department Director	Date	
Approved by:		9/3/26	
	Chief Deputy County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>0</u>	_____	_____	_____	_____
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>		
Does this item include the use of state funds?	Yes <u>X</u>		No _____		

Budget Account No.:

Fund 3652 Dept 381 Unit M037 Object 4630 Program E037 Task S015 SubTask CS11

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

*There is no fiscal impact associated with this item.

C. Department Fiscal Review: Onfile 8/25/26

III. REVIEW COMMENTS

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

Lucy Mat. 9/1/26
OFMB AA 8/31

Gracie Smith 9/2/26
Contract Development & Control
26 9-1-26

B. Legal Sufficiency: AM 8/31

138/31
FX Muelbach 9/3/26
Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AMENDMENT NO. 1
TO AGREEMENT NO. 26PB4
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
PALM BEACH COUNTY**

This Amendment to Agreement No. 26PB4 (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, 4th Floor, West Palm Beach, Florida 33411 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Singer Island Dune Nourishment Project effective October 27, 2025; and

WHEREAS, the Grantee has requested a reallocation of the budget and the Department has agreed; and

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

NOW THEREFORE, the parties agree as follows:

- 1) 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.
- 2) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 3) 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: *Deborah J. Trum*

Title: Dept. Director, PBC ERM

Date: 7-29-2024

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Francis X Moehrle

Frank Moehrle
Assistant County Attorney

**Florida Department of
Environmental Protection**

By: *Alex Reed*
Digitally signed by Alex
Reed
Date: 2026.07.30
14:24:27 -0400

Secretary or Designee Alex Reed, Director
Office of Resilience and Coastal Protection

Date: 7/30/26

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-A	Revised Grant Work Plan (4 pages)

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

ORCP Additional Signatures

Gracen Keillor Digitally signed by Gracen Keillor
Date: 2026.07.30 09:30:59 -04'00'

DEP Grant Manager

Carissa Otto Digitally signed by Carissa Otto
Date: 2026.07.30 11:12:30 -04'00'

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 26PB4

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 the Singer Island Dune Nourishment Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term 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>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses/Supplies
☐	☐	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/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, 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/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient 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. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

**ATTACHMENT 3-A
REVISED GRANT WORK PLAN**

PROJECT TITLE: Singer Island Dune Nourishment Project

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R61-445' to R63-152' and R66-627' to R67-150' along the Atlantic Ocean, in Palm Beach County, Florida.

PROJECT BACKGROUND: The Singer Island Dune Nourishment Project is approximately 1.3 miles of shoreline between R61-445' to R63-152' and R66-627' to R67-150' in Palm Beach County. The project has conducted fourteen dune nourishments since 2001. Dune nourishment events are planned to continue under Coastal Construction Control Line (CCCL) permitting on a biennial basis. The project includes the completed winter 2024 El Nino Erosion response dune nourishment, upcoming 2025-2026 dune nourishment, and permit-required monitoring.

PROJECT DESCRIPTION: The Project consists of construction and monitoring.

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 \$1,747,441.34 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
FEMA – Federal Emergency Management Agency
FWC – Florida Fish and Wildlife Conservation Commission
CCCL – Coastal Construction Control Line

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: Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. 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 by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed 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: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with section 287.057(19)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with section 287.057(19)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses

conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department’s Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report signed by Local Sponsor containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

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
1.1	Construction 2024	50.00%	\$0.00	\$1,184,615.48	\$1,184,615.48	\$2,369,230.95
1.2	Construction 2025 (FEMA Scope)	50.00%	\$598,687.25	\$42,763.38	\$42,763.38	\$684,214.00
1.3	Construction 2025 (Non-Federal)	50.00%	\$0.00	\$177,534.44	\$177,534.44	\$355,068.88
2	Monitoring	50.00%	\$0.00	\$342,528.05	\$342,528.05	\$685,056.09
	TOTAL PROJECT COSTS		\$598,687.25	\$1,747,441.34	\$1,747,441.34	\$4,093,569.92

*Federal Estimated Project Costs Include \$513,160.51 from FEMA (75%) and \$85,526.75 from FDEM (12.5%) for Hurricane Milton.

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	Construction	Contractual Services	\$1,404,913.29	07/01/2023	09/30/2028
2	Monitoring	Contractual Services	\$342,528.05	07/01/2023	09/30/2028
Total:			\$1,747,441.34		



INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: November 4, 2025

TO: Joseph Abruzzo
County Administrator

THROUGH: Patrick Rutter *PR*
Deputy County Administrator

FROM: Deborah Drum, Director *DD* 3-4-26
Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
A Standard Grant Agreement No.26PB4 (Agreement) with
State of Florida Department of Environmental Protection
(FDEP), for an amount not-to-exceed \$1,747,441.34 providing
for construction and monitoring of the Singer Island Dune
Nourishment Project (Project) beginning July 1, 2023 and
expiring December 31,2028.

On October 7, 2025, agenda item 3L-7 (R2025-1364), 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, or terms and conditions of the Agreement.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM), to sign all future time extensions, assignments, certifications, and other forms associated with the Agreement, and any necessary minor amendments that do not substantially change the scope of work, or terms and 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: *[Signature]* **DATE:** 3-5-26
Joseph Abruzzo, County Administrator

DD:am
Attachment