

**INTERLOCAL AGREEMENT BETWEEN  
NASSAU COUNTY, FLORIDA, AND THE CITY OF  
FERNANDINA BEACH, FLORIDA**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 9th day of October, 2000, by and between the CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation (herein called "CITY"), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, (herein called "COUNTY").

WITNESSETH:

**WHEREAS**, on March 29, 1999 the City Commission approved Resolution No 99-13 endorsing the Amelia Island Comprehensive Beach Monitoring Program and further authorizing execution of this agreement; and

**WHEREAS**, on October 12, 1999 the City Commission approved a Nassau County Beach Restoration Grant with the Florida Department of Environmental Protection (FDEP), DEP contract No. 99NA1, one goal of which is to provide beach monitoring; and

**WHEREAS**, on August 28, 2000 the Nassau County Board of County Commissioners agreed that it is appropriate to utilize 10% of the Tourist Development Council funds to pay the local portion of the project cost for island wide beach monitoring; and

**WHEREAS**, City and County have agreed that island wide beach monitoring is in the best interest of Amelia Island and the preservations of its beaches.

**NOW, THEREFORE,** in consideration of the foregoing premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound hereby, agree as follows:

1. **ISLAND WIDE BEACH MONITORING.** That the City has entered into a contract with the Florida Department of Environmental Protection, DEP contract No. 99NA1 (attached hereto as Exhibit 1), which by reference is incorporated herein, that requires under sub paragraph 5 of Exhibit A, that beach monitoring be performed as one of the eligible project items.
2. **PROJECT COST.** That the proposed estimated total budget for the 2000-2001 island wide beach monitoring is \$134,500.00.
3. **PAYMENT.** That the City will advance the full \$134,500.00 initially for the monitoring, and the County will reimburse the City 50%, or \$67,250.00, of said cost within 30 days from the date the request is submitted with monies allocated from 10% of the Tourist Development Council funds. It is the parties further understanding that the State will reimburse the other 50%.
4. **AUTHORITY.** Each of the parties represents to the other that the execution of this Agreement has been duly and properly authorized by the governing bodies of each of the parties, and each has full authority to execute the same

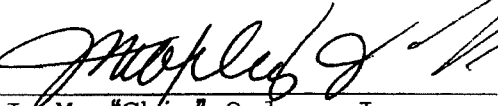
through its representatives whose signatures appear below.


5. **TERM.** This Agreement shall have a minimum term of one (1) year, and shall automatically continue thereafter unless or until terminated by either party upon 90 days written notice to the other.

**IN WITNESS WHEREOF,** the parties have executed the foregoing Agreement the day and year indicated below.

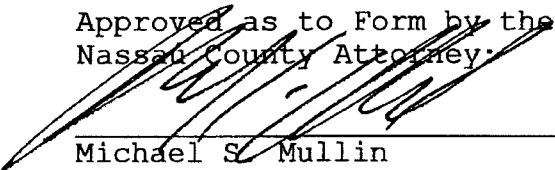
BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA

ATTEST:

By:  J. M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

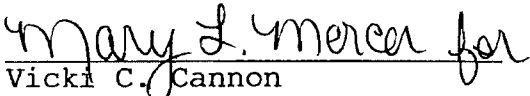
By:  Nick D. Deonas, Chairman

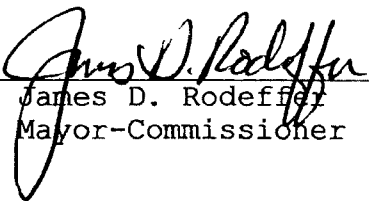
Approved as to Form by the  
Nassau County Attorney:

  
Michael S. Mullin

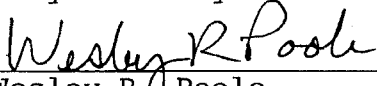
CITY OF FERNANDINA BEACH

ATTEST:

By:  Vicki C. Cannon  
City Clerk

By:  James D. Rodeffer  
Mayor-Commissioner

Approved as to Form by the  
City Attorney:

  
Wesley R. Poole  
citylitII/beachmoninterlocal.agr

Funding Source:

300-300-572-642 Capitol Improvement Fund

Exhibit 1  
DEP Contract No. 99NA1  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF BEACHES AND COASTAL SYSTEMS  
FLORIDA BEACH EROSION CONTROL PROGRAM

Project Agreement

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and the City of Fernandina Beach (hereinafter referred to as the "LOCAL SPONSOR") for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Chapter 161, Florida Statutes, provides financial assistance to eligible local governments for beach erosion control activities under the Florida Beach Erosion Control Program; and

WHEREAS, the LOCAL SPONSOR has the capabilities of performing the tasks associated with the beach erosion control project as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the Nassau County Beach Restoration Project, (hereafter referred to as the PROJECT), as defined as Exhibit "A", the Scope of Work, and the LOCAL SPONSOR does hereby agree to perform such services upon the terms and conditions set forth in this Agreement and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

2. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

3. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.

4. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and future requisite authorizations and environmental permits. The PROJECT consists of the restoration and maintenance of 4.6 miles of Atlantic shoreline located between DNR reference monuments R9-R33. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT item, as specified below. Written authorization to

initiate each item must be obtained from the DEPARTMENT prior to the initiation of said item.

5. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are:

Eligible PROJECT Items	ESTIMATED PROJECT COSTS		
	State	Local	Total
GRR Evaluation/Coordination	25,000	25,000	50,000
ECL Review	5,000	5,000	10,000
Construction Easements	37,500	37,500	75,000
Biological Monitoring	12,500	12,500	25,000
*Beach Monitoring	124,500	124,500	249,000
TOTAL	\$ 204,500	\$ 204,500	\$ 409,000

6. The DEPARTMENT's financial obligation shall not exceed the sum of \$204,500 for this phase of the PROJECT or up to 50% of the non-federal PROJECT cost for the specific eligible PROJECT items listed above, whichever is less. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in the above eligible PROJECT items listing are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT items which exceed the estimated PROJECT costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated PROJECT costs shall be provided through amendments to this Agreement.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Funding for this PROJECT is subject to the release of funds appropriated to the DEPARTMENT for the fiscal years 1998-99 and 1999-2000. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained.

8. Pursuant to Section 215.422, Florida Statutes, the DEPARTMENT's Project Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the DEPARTMENT must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given fifteen (15) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a LOCAL SPONSOR for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a LOCAL SPONSOR is experiencing problems in obtaining timely payment(s) from a State of

Florida agency. The Vendor Ombudsman may be contacted at 850/488-2924 or 1-800-848-3792.

9. As consideration for the work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for contractual services rendered. The LOCAL SPONSOR will submit a request for reimbursement of funds on such forms as attached hereto in Exhibit 'B', not more frequently than quarterly. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Administrator and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. Quarterly progress and financial reports, as specified in Paragraph 11 of this Agreement, must accompany all requests for reimbursement. The DEPARTMENT's Project Manager has 30 days after receipt of the billing to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the billing for payment. Upon approval of the payment request the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible PROJECT item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement and the applicable Scope of Work for said item. All reimbursement requests shall be submitted in sufficient detail for a proper pre-audit and post-audit review. Reimbursement requests for payment to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the LOCAL SPONSOR. Travel expenses and per diem must be documented by a State of Florida Travel Voucher with appropriate receipts. All requests for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

10. In accordance with Section 215.422, Florida Statutes, the DEPARTMENT shall pay the LOCAL SPONSOR, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within 40 days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a LOCAL SPONSOR requests payment. The interest rate established pursuant to Section 55.03(1), by Comptroller's Memorandum No. 3 (1997-98) dated December 3, 1997, has been set at 10.0% per annum or .02740% per day. The revised interest rate for each calendar year beyond 1998 for which the term of this Agreement is in effect can be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the DEPARTMENT's Contracts Section at 850/922-5942.

11. The LOCAL SPONSOR shall submit to the DEPARTMENT quarterly progress and financial reports for the duration of this Agreement.

Reports shall be submitted on such forms as attached hereto in Exhibit "C" no later than January 15, April 15, July 15, and October 15, of each year in which the project is underway. Progress reports shall describe the work performed since the last report and the percent completion of the task. Financial reports shall be consistent with progress reports.

12. Upon completion of the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Exhibit "D". A final PROJECT certification inspection will be made by the DEPARTMENT within 60 days after the PROJECT is certified complete by the LOCAL SPONSOR.

13. This Agreement shall begin on the last date executed and end on September 30, 2002. Pursuant to Section 161.101 (15), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor beginning on or after July 1, 1998, shall be eligible for cost sharing by the DEPARTMENT.

14. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, Florida Statutes, which is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth. The DEPARTMENT shall review and approve in writing all proposed subcontracts prior to the execution of the subcontract by the LOCAL SPONSOR and subcontractor.

15. The LOCAL SPONSOR shall have in place quality assurance procedures that insure that proper quality control measures are incorporated into all work performed under the terms of this Agreement. The DEPARTMENT shall review and approve in writing a quality assurance program prior to the initiation of the PROJECT.

16. The provisions of Chapter 62B-36, Florida Administrative Code, entitled Florida Beach Erosion Control Assistance Program, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

17. The DEPARTMENT's Project Manager is Russell Snyder, or his successor.

18. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

19. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days written notice of its

intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in Paragraph 20.

20. Any and all notices shall be delivered to the parties at the following addresses:

<u>LOCAL SPONSOR</u>	<u>DEPARTMENT</u>
James B. Higginbotham Director of Public Works City of Fernandina Beach PO Box 568 Fernandina Beach, FL 32034 (904) 277-7386 7305 Fred Hays, City Manager	Russell Snyder Department of Environmental Protection Office of Beaches and Coastal Systems 3900 Commonwealth Blvd., MS 310 Tallahassee, Florida 32399-3000 (850) 487-1262, ext. 170

21. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under general law. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL SPONSOR in conjunction with this Agreement.

22. In accordance with Section 216.349, Florida Statutes (financial review of grants and aids appropriations), the LOCAL SPONSOR shall provide to the DEPARTMENT an audit of this Agreement in accordance with the rules of the Auditor General promulgated pursuant to Section 11.45, Florida Statutes. The DEPARTMENT reserves the right to recover costs for failure to comply with Section 216.349, Florida Statutes. Copies of the required audit, shall be sent to each of the following within thirteen (13) months after completion of the LOCAL SPONSOR's fiscal year in which the Agreement was completed.

Russell Snyder  
Department of Environmental Protection  
3900 Commonwealth Blvd., MS 310  
Tallahassee, Florida 32399-3000

Audit Director  
Department of Environmental Protection  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400



Audit Manager  
Office of the Auditor General  
P.O. Box 1735  
Tallahassee, Florida 32302

To ensure compliance with Section 216.349, Florida Statutes, Chapter 10.600, Rules of the Auditor General is provided as Exhibit "E". Although this document is provided as an attachment to this Agreement, the LOCAL SPONSOR acknowledges that this rule is subject to periodic revision by the Auditor General, and as such, the LOCAL SPONSOR agrees to comply with the effective version of the rule at the time of satisfying the audit requirements of this Agreement.

23. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.

24. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

25. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

26. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

27. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

28. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

29. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

30. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

31. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the DEPARTMENT.

32. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

33. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida Law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.

34. The purchase of non-expendable equipment costing \$500 or more is not authorized under the terms and conditions of this Agreement.

35. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the LOCAL SPONSOR's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Agreement.

36. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year last written below.

CITY OF FERNANDINA BEACH

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *Ross*  
Commission Chair\*

By: *[Signature]*  
Secretary or designee

Date: 10-12-99

Date: 10-21-99

*[Signature]*  
Contract Manager

APPROVED AS TO FORM:

*Wesley R Poole 9/6/99*  
CITY ATTORNEY

APPROVED AS TO FORM AND LEGALITY:

*[Signature]*  
DEP Attorney

\*If someone other than the Commission Chair signs the project agreement, a resolution, statement or other documentation authorizing that person to sign the agreement on behalf of the City must accompany the agreement.

LIST OF EXHIBITS

- A Scope of Work
- B Payment Request Forms
- C Progress and Financial Reporting Forms
- D Project Completion Certification
- E Chapter 10.600, Rules of the Auditor General

## EXHIBIT A

## SCOPE OF WORK

The Nassau County Beach Restoration Project shall be conducted in accordance with the terms and conditions set forth under DEP Contract No. 99NA1, and will consist of the tasks described below. City of Fernandina Beach shall develop a detailed Scope of Work for each project task. Written authorization to initiate each task must be obtained from the Department of Environmental Protection prior to the initiation of each task.

Specific tasks to be conducted include the following:

**I. General Re-evaluation Report (GRR) Evaluation/Coordination**

Consultant shall provide liaison with the Jacksonville District, Corps of Engineers (COE), review the final GRR and make recommendations to the City regarding the Nassau County Shore Protection Project. Similarly, the Consultant shall assist the City in issues including beach disposal of sand excavated from the federally constructed navigation project and the implementation of the Inlet Management Plan for St. Mary's Inlet.

**II. Erosion Control Line Review**

Consultant shall review the status of the existing Erosion Control Line within the limits of the City and make recommendations regarding modifications, if warranted. The location of the Erosion Control Line has bearing on the number of easements to be acquired by the City. Any modification of the Erosion Control Line would be addressed by a separate task.

**III. Construction Easements**

Consultant shall meet with the Jacksonville District Corps of Engineers to determine easement requirements suitable for continuing beach disposal efforts along the oceanfront shoreline of Fernandina Beach. Consultant shall assist the City and their legal counsel in acquiring said easements. Ancillary graphics or other means necessary to describe the easement requirements will be provided as necessary.

**IV. Biological Monitoring**

Consultant shall assist the City with State and/or COE requirements associated with beach disposal operations. These may include, but are not limited to, turtle monitoring, scarp removal, compaction monitoring, and tilling as necessary.

#### V. Beach Monitoring Program

A comprehensive beach and offshore monitoring program shall be developed for St. Mary's Inlet and Amelia Island. The program will:

1. Identify shoreline change,
2. Monitor inlet bypassing and nourishment activities, and
3. Provide advance planning of inlet bypassing activities.

The monitoring program shall be developed consistent with the requirements specified in requisite environmental permits issued by the Department. Further, the program shall be developed in a manner which will coordinate the monitoring activities associated with current shoreline stabilization projects located within the area of inlet influence.

#### Project Deliverables

- A. Reports - Unless otherwise noted above, two copies of all written reports developed under this Agreement shall be forwarded to the Department upon completion of the project.
- B. Additional Data - Two sets of all data (i.e., aerial photography, survey data, etc.) developed as a result of this Agreement shall be provided to the Department upon completion of the project.

#### Data Development

All data developed as a result of this Agreement shall be developed in accordance with standard formats acceptable to the Department.

Survey work to be performed shall meet the minimum technical standards for surveys in accordance with Chapter 61G-17, Florida Administrative Code. All monumentation set or points of origin established shall be based upon those control markers designated on the most recently recorded legal description of the Coastal Construction Control Line, except that any First or Second Order federal or state horizontal control marker may be used to establish or confirm position and direction and any First, Second, or Third Order federal or state vertical control marker shall be used to establish or confirm elevation. G.P.S., Traverse, and Level Loop information shall be adjusted by Compass, Crandell, or Least Square Method. Detailed field notes and computation records shall be kept of the survey and copies shall be made available to the Department upon request. Abstracts of all monumentation or points of origin shall be submitted in digital form and contain at a minimum all field requirements for the Department's Monument Information Tracking System. All profile data shall be submitted in digital form and conform to the standard formats acceptable to the Department.



# City of Fernandina Beach

OFFICE OF THE CITY MANAGER

April 1, 2002

Mr. Walt Gossett, County Coordinator  
Nassau County Board of County Commissioners  
Post Office Box 1010  
Fernandina Beach, Florida 32034

02 APR -3 AM 11:42

RECEIVED  
COUNTY COORDINATOR'S  
OFFICE

**RE: Nassau County Beach Restoration  
DEP Contract No. 99NA1/Amendment No. 1**

Dear Walt:

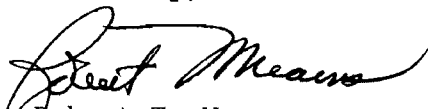
The Florida Department of Environmental Protection has forwarded to the City an amended agreement to increase project funding for the above referenced project. This amendment would increase the local cost share from \$204,500 to \$439,000. By doing this, Nassau County would pay \$103,500 (50%) of the \$207,000 monitoring item. I have enclosed a copy of the project agreement for your information.

In order to initiate this amendment, the City of Fernandina Beach would need to know if Nassau County would agree to amend the Interlocal Agreement to increase the County's funding by \$36,250. Please notify the City in writing as to the County's response.

Please also note that the current Interlocal Agreement states that Nassau County will pay half of \$134,500, or \$67,250 which is incorrect. The correct amount should be half of \$124,500, or \$62,250.

Should you have any questions or need additional information, please feel free to contact me.

Sincerely,

  
Robert T. Mearns  
City Manager

Cc: City Commission  
A. Jeffrey Tomassetti, Interim City Attorney  
Jim Higginbotham, Public Works Director

**APPROVED** \$41,250.00

DATE 4-15-02 JHB



Jeb Bush  
Governor

# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

RECEIVED  
MAR 08 2002  
City Public Works Dept.

David B. Struhs  
Secretary

March 6, 2002

**CERTIFIED MAIL**

Jim Higginbotham  
Public Works Director  
City of Fernandina Beach  
P. O. Box 668  
Fernandina Beach, FL 32034

RE: Execution of Amendment to Project Agreement  
Nassau County Beach Restoration  
DEP Contract No. 99NA1/Amendment No. 1

Dear Mr. Higginbotham:

Enclosed please find a set of three (3) originals to amend the referenced project agreement, which are signed and dated on behalf of the Department by Bureau Chief, Michael Sole. If you find the Amendment to be in order, it is requested that you execute each original by having them signed and dated, as appropriate. It is further requested that you retain one (1) of the fully executed originals for your records, and return the two (2) remaining fully executed originals to me at the letterhead address, Mail Station #300, within five (5) working days following completion of your internal review and signature process. Failure to execute and return the originals to the Department in a timely manner may result in future payment delays, rejected billings or the possible reversion of funds intended for this project. In the event that this Amendment provides additional funding for this Agreement, be advised that work conducted on any eligible project item prior to written authorization by the Department may not be eligible for reimbursement.

Should you have any questions, please contact me at 850/487-1262, extension 192, or Russell Snyder, the project manager, at extension 170.

Sincerely,

C. Tony Tucker  
Contract Manager  
Bureau of Beaches and Wetland Resources

Enclosure  
Certified Mail Receipt No: 7000 0600 0021 2827 5431  
xc: Russell Snyder, file

02 APR -3 AM 11:42  
ENTERED  
COUNTY COORDINATOR'S  
OFFICE



DEP Agreement No. 99NA1  
Amendment No. 1  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF BEACHES AND COASTAL SYSTEMS  
FLORIDA BEACH EROSION CONTROL PROGRAM

RECEIVED  
MAR 08 2002  
City Public Works Dept.

Project Agreement Amendment

THIS AGREEMENT as entered into the 21st day of October, 1999, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and the CITY OF FERNANDINA BEACH (hereinafter referred to as the "LOCAL SPONSOR") is hereby amended as follows:

--Paragraph(s) 1 - 37, are hereby deleted in their entirety and replaced with the following:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the Nassau County Beach Restoration Project, (hereafter referred to as the PROJECT), as defined in Attachment "A", "Scope of Work", attached hereto and incorporated herein by reference, and the LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

2. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.

3. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.

4. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and future requisite authorizations and environmental permits. The PROJECT consists of the restoration and maintenance of 4.6 miles of Atlantic shoreline located between DNR reference monuments R9-R33. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT item, as specified below. It is understood and agreed that the Scope of Work shall include a project schedule as set forth in Attachment A. Written authorization to initiate each item must be obtained from the DEPARTMENT prior to the initiation of said item.

5. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are:

Task #	Eligible PROJECT Items	ESTIMATED PROJECT COSTS			
		Federal	State	Local	Total
1.0	Design and Permitting	\$0	\$217,500	\$217,500	\$435,000
2.0	Construction	\$0	\$15,000	\$15,000	\$30,000
3.0	Monitoring	\$0	\$207,000	\$207,000	\$414,000
	<b>TOTAL</b>	<b>\$0</b>	<b>\$439,500</b>	<b>\$439,500</b>	<b>\$879,000</b>

6. The DEPARTMENT has determined that 100 percent of the PROJECT length is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$439,500 for this PROJECT or up to 50 percent of the non-federal PROJECT cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in the above eligible PROJECT items listing are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT items which exceed the estimated PROJECT costs for that item shall be the responsibility of the LOCAL SPONSOR. Any modifications to the total estimated PROJECT costs shall be provided through formal amendment to this Agreement.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Funding for this PROJECT is subject to the release of funds appropriated to the DEPARTMENT. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained.

8. THIS PARAGRAPH INTENTIONALLY LEFT BLANK

9. THIS PARAGRAPH INTENTIONALLY LEFT BLANK

10. As consideration for the eligible work performed by the LOCAL SPONSOR, not cost shared by the Federal government, if applicable, under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for contractual services rendered. The LOCAL SPONSOR will submit a request for reimbursement of funds on such forms as attached hereto in Attachment "B", "Payment Request Forms", not more frequently than quarterly. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Administrator and the LOCAL SPONSOR'S Project Financial Officer and submitted to the DEPARTMENT as a payment request. The DEPARTMENT'S Contract Manager has 30 days after receipt of the billing to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the billing for payment. Upon approval of the payment request the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible PROJECT item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement and the applicable Scope of Work for said item. All reimbursement requests shall be submitted in sufficient detail for a proper pre-audit and post-audit review. Reimbursement requests for payment to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the LOCAL SPONSOR.

11. Pursuant to Section 215.422, Florida Statutes, for work not cost shared by the Federal government, the DEPARTMENT'S Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the DEPARTMENT must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given fifteen (15) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a LOCAL SPONSOR for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a LOCAL SPONSOR is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/488-2924 or 1-800-848-3792.

12. In accordance with Section 215.422, Florida Statutes, the DEPARTMENT shall pay the LOCAL SPONSOR, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a LOCAL SPONSOR requests payment. The interest rate established pursuant to Section 55.03(1) Florida Statutes, may be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the DEPARTMENT'S Contracts Section at 850/922-5942.

13. The LOCAL SPONSOR shall submit to the DEPARTMENT quarterly progress reports, financial reports, and updates to project schedules, for the duration of this Agreement. Reports shall be submitted on such forms as attached hereto in Attachment "C", "Quarterly Progress Report" and "Quarterly Financial Report", no later than January 15, April 15, July 15, and October 15, of each year in which the project is underway. Progress reports shall describe the work performed since the last report and the percent completion of the task. Financial reports shall be consistent with progress reports.

14. Upon completion of the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as Attachment "D", "Project Completion Certification". A final PROJECT certification inspection will be made by the DEPARTMENT within 60 days after the PROJECT is certified complete by the LOCAL SPONSOR.

15. This Agreement shall begin on the last date executed and end on September 30, 2003. Pursuant to Section 161.101 (15) Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSER or its subcontractor beginning on or after July 1, 1998; shall be eligible for cost sharing by the DEPARTMENT.

16. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, Florida Statutes, which is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth.

17. The LOCAL SPONSOR shall have in place quality assurance procedures that insure that proper quality control measures are incorporated into all work performed under the terms of this Agreement.

18. The provisions of Chapter 62B-36, Florida Administrative Code, entitled Florida Beach Erosion Control Assistance Program, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

19. The DEPARTMENT's Project Manager for all technical matters is Russell Snyder (850/487-1262 extension 170), and the Department's Contract Manager for all administrative matters is C. Tony Tucker (850/487-1262, extension 192), or their successor(s). All matters shall be directed to the appropriate persons for action or disposition.

20. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

21. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.

22. Any and all notices shall be delivered to the parties at the following addresses:

LOCAL SPONSOR	DEPARTMENT
James B. Higginbotham Director of Public Works City of Fernandina Beach P. O. Box 668 Fernandina Beach, FL 32034 (904) 277-7305	C. Tony Tucker, Contract Manager Department of Environmental Protection Office of Beaches and Coastal Systems 3900 Commonwealth Blvd., MS 300 Tallahassee, Florida 32399-3000 (850) 487-1262, ext. 192

23. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under general law. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL SPONSOR in conjunction with this Agreement.

24. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

25. In addition to the requirements of Paragraph 24 of this Agreement, the LOCAL SPONSOR shall comply with the applicable provisions contained in Attachment "E", Special Audit Requirements, attached hereto and incorporated herein by reference. Exhibit "1" summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment "E". A revised copy of Exhibit "1" must be provided to the LOCAL SPONSOR for each amendment which authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit "1", the LOCAL SPONSOR shall notify the DEPARTMENT's Contract Manager to request a copy of the updated information.

26. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.

27. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

28. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida. *NEW P. 1. 2011.11.14*

29. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

30. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

31. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

32. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

33. This Agreement is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the DEPARTMENT.

34. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Contract Manager. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

35. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida Law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR.

36. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

37. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the LOCAL SPONSOR's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Agreement.

38. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

39. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this PROJECT Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally and shall, within seven (7) calendar days, notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, time for performance under this PROJECT Agreement may be extended, at the discretion of the DEPARTMENT, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this PROJECT Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

40. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

--Exhibits A-F are hereby deleted from the Agreement.

--Attachments A-E are hereby added to the Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, the day and year last written below.

CITY OF FERNANDINA BEACH

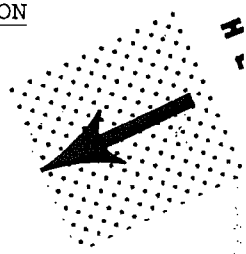
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
COMMISSION CHAIR\*

By: Will N. [Signature]  
Secretary or designee

Date: \_\_\_\_\_

Date: 3-5-02



C. [Signature]  
DEP Contract Manager

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

[Signature]  
DEP Attorney

\*If someone other than the Commission Chair signs the project agreement, a resolution, statement or other documentation authorizing that person to sign the agreement on behalf of the Town must accompany the agreement.

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A	Scope of Work (2 pages)
Attachment	B	Payment Request Forms (2 pages)
Attachment	C	Progress and Financial Reporting Forms (2 Pages)
Attachment	D	Project Completion Certification (1 Page)
Attachment	E	Special Audit Requirements Page (5 pages)

ATTACHMENT A

SCOPE OF WORK

NASSAU COUNTY BEACH RESTORATION PROJECT

The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement and all applicable DEP permits. The PROJECT consists of the restoration and maintenance of 4.6 miles of Atlantic shoreline located between DNR reference monuments R9-R33.

**1.0 Design and Permitting**

1.1 Professional services required for the preparation of plans and specifications. These services include the use of subcontractors such as surveyors, geotechnical services, aerial photographic services, property appraisers, etc. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

**1.2 General Re-evaluation Report (GRR) Evaluation/Coordination**

The Local Sponsor's Consultant shall provide a liaison to the Jacksonville District, Corps of Engineers (COE), review the final GRR and make recommendations to the Local Sponsor regarding the Nassau County Shore Protection Project. Similarly, the Consultant shall assist the Local Sponsor in issues including beach disposal of sand excavated from the federally constructed navigation project and the implementation of the Inlet Management Plan for St. Mary's Inlet.

**1.3 Erosion Control Line Review**

The Local Sponsor's Consultant shall review the status of the existing Erosion Control Line within the limits of the City of Fernandina Beach and make recommendations regarding modifications, if warranted. The location of the Erosion Control Line has bearing on the number of easements to be acquired by the Local Sponsor. Any modification of the Erosion Control Line would be addressed by a separate task.

**1.4 Construction Easements**

The Local Sponsor's Consultant shall meet with the Jacksonville District Corps of Engineers to determine easement requirements suitable for continuing beach disposal efforts along the oceanfront shoreline of Fernandina Beach. Consultant shall assist the Local Sponsor and their legal counsel in acquiring said easements. Ancillary graphics or other means necessary to describe the easement requirements will be provided as necessary.

**2.0 Construction**

Work performed and costs incurred associated with the placement of fill material within the project area. Eligible costs include mobilization, demobilization, beach fill, tilling and scarp removal. A detailed description of construction methods, specifications, and timelines, must be submitted to the Department and approved in writing prior to initiation of construction activities. Construction shall be conducted in accordance with any and all permit issued by the Department.

**3.0 Monitoring**

A monitoring plan shall be developed consistent with the requirements specified in any and all permits issued by the Department. The plan shall consist of:

1. topographic and bathymetric profile surveys,
2. bathymetric surveys of the borrow area,
3. post construction sediment samples,
4. marine turtle nesting activity, and
5. compaction surveys.

### 3.1 Biological Monitoring

Consultant shall assist the Local Sponsor with State and/or COE requirements associated with beach disposal operations. These requirements associated with beach disposal operations. These may include, but are not limited to, turtle monitoring, scarp removal, compaction monitoring, and tilling as necessary.

### 3.2 Beach Monitoring Program

A comprehensive beach and offshore monitoring program shall be developed for St. Mary's Inlet and Amelia Island. The program will:

1. Identify shoreline change,
2. Monitor inlet bypassing and nourishment activities, and
3. Provide advance planning of inlet bypassing activities.

The monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner which will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the project area.

### Project Deliverables

- A. Reports - Unless otherwise noted above, five copies of all written reports developed under this Agreement shall be forwarded to the Department upon completion of the project.
- B. Additional Data - Two sets of all data (i.e., aerial photography, survey data, etc.) developed as a result of this Agreement shall be provided to the Department upon completion of the project.
- C. Schedules- Project schedules shall be submitted concurrently with quarterly progress reports and shall be provided in .MPP or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included: tasks to be completed, start and finish dates, task duration, actual start and finish dates with actual task duration.
- D. ***A copy of the Bids and construction contract, including a detailed scope of work, shall be submitted to the DEPARTMENT prior to initiation of any task.***

### Data Development

All data developed as a result of this Agreement shall be developed in accordance with standard formats acceptable to the Department.

Survey work to be performed shall meet the minimum technical standards for surveys in accordance with Chapter 61G-17, Florida Administrative Code. All monumentation set or points of origin established shall be based upon those control markers designated on the most recently recorded legal description of the Coastal Construction Control Line, except that any First or Second Order federal or state horizontal control marker may be used to establish or confirm position and direction and any First, Second, or Third Order federal or state vertical control marker shall be used to establish or confirm elevation. G.P.S., Traverse, and Level Loop information shall be adjusted by Compass, Crandell, or Least Square Method. Detailed field notes and computation records shall be kept of the survey and copies shall be made available to the Department upon request. Abstracts of all monumentation or points of origin shall be submitted in digital form and contain at a minimum all field requirements for the Department's Monument Information Tracking System. All profile data shall be submitted in digital form and conform to the standard formats acceptable to the Department. **All information submitted shall also be in electronic format, and shall be based on the 1983/1990 North American Datum and State Plane Coordinate system. This information shall be submitted in a .DXF format.**



ATTACHMENT B

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 FLORIDA BEACH EROSION CONTROL PROGRAM

REQUEST FOR PAYMENT - PART I

Name of Project: Nassau County Beach Restoration Project  
 Grantee: The City of Fernandina Beach DEP Contract Number: 99NA1  
 Billing Number: \_\_\_\_\_ Billing Period: \_\_\_\_\_

Costs Incurred This Payment Request

	<u>Total Cost</u>	<u>State Share</u>	<u>Local Share</u>
Contractual	_____	_____	_____

Cost Summary

State Funds Obligated	\$ 439,500	Local Funds Obligated	\$ 439,500
Less Previous Payment	_____	Less Previous Credits	_____
Less This Payment	_____	Less This Credit	_____
Less Retainage (10%)	_____		
Less Previous Retained	_____		
State Funds Remaining	_____	Local Funds Remaining	_____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Coastal System's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

\_\_\_\_\_  
 Name of Project Administrator

\_\_\_\_\_  
 Signature of Project Administrator

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Project Financial Officer

\_\_\_\_\_  
 Signature of Project Financial Officer

\_\_\_\_\_  
 Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 FLORIDA BEACH EROSION CONTROL PROGRAM

**REQUEST FOR PAYMENT - PART II**

Name of Project: Nassau County Beach Restoration Project

Grantee: City of Fernandina Beach

DEP Contract Number: 99NA1

Billing Number: \_\_\_\_\_

Billing Period: \_\_\_\_\_

**Summary of Invoices**

<u>Date of Invoice</u>	<u>Invoice Number</u>	<u>Amount of Invoice</u>	<u>Task #</u>	<u>Name of Vendor</u>	<u>Check Number</u>	<u>Amount Paid Vendor</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
TOTAL						\$ _____

**Certification:** I certify that the purchases noted above were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation attached hereto and are maintained as required to support the cost reported above and are available for audit upon request.

Name of Proj. Administrator	Signature of Project Administrator	Date
Name of Proj. Financial Officer	Signature of Project Financial Officer	Date

ATTACHMENT C

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH EROSION CONTROL PROGRAM

QUARTERLY PROGRESS REPORT

Name of Project: Nassau County Beach Restoration Project

Grantee: The City of Fernandina Beach

DEP Contract Number: 99NA1

Quarterly Report Period: \_\_\_\_\_

**Status of Eligible Project Items:** (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

1.0 DESIGN AND PERMITTING

1.1 Design and Permitting

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1.2 GRR Evaluation/Coordination

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1.3 ECL Review

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2.0 CONSTRUCTION

2.1 Construction

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2.2 Construction Easements

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3.0 MONITORING

3.1 Monitoring

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3.2 Biological Monitoring

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3.3 Beach Monitoring

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH EROSION CONTROL PROGRAM

QUARTERLY FINANCIAL REPORT

Name of Project: Nassau County Beach Restoration Project

Grantee: The City of Fernandina Beach

DEP Contract Number: 99NA1

Quarterly Report Period: \_\_\_\_\_

**Project Expenditures**

<u>Eligible Project Items</u>	<u>Costs Incurred This Quarter</u>	<u>Costs Incurred to Date</u>	<u>Total Funds Obligated</u>
<u>Design and Permitting</u>	\$ _____	\$ _____	<u>\$435,000</u>
<u>Construction</u>	\$ _____	\$ _____	<u>\$30,000</u>
<u>Monitoring</u>	\$ _____	\$ _____	<u>\$414,000</u>
<b>TOTAL</b>			<b>\$879,000</b>

ATTACHMENT D

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH EROSION CONTROL PROGRAM

**PROJECT COMPLETION CERTIFICATION**

Name of Project: Nassau County Beach Restoration Project

Grantee: The City of Fernandina Beach.

DEP Contract Number: 99NA1

I hereby certify that the above mentioned project has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department of Environmental Protection and grantee, and all funds expended for the project were expended pursuant to the Project Agreement.

\_\_\_\_\_  
Name of Project  
Administrator

\_\_\_\_\_  
Signature of Project  
Administrator

\_\_\_\_\_  
Date

ATTACHMENT E

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH EROSION CONTROL PROGRAM

**SPECIAL AUDIT REQUIREMENTS**

The administration of funds awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal funds awarded through the Department of Environmental Protection by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal funds received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this agreement indicates State funds awarded through the Department of Environmental Protection by this agreement. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the Department of Environmental Protection, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

3. If the recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CFSA), a recipient should access the website for the Governor's Office of Planning and Budget located at <http://www.eog.state.fl.us/> for assistance. In addition to the above website, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State awards that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State agency must arrange for funding the full cost of such additional audits. This part would be used to specify any additional audit requirements imposed by the State agency that are solely a matter of that State agency's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements).*



**PART IV: REPORT SUBMISSION**

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at each of the following addresses:

C. Tony Tucker, Contract Manager  
**Florida Department of Environmental Protection**  
Office of Beaches and Coastal Systems  
3900 Commonwealth Blvd. MS 300  
Tallahassee, FL. 32399-3000

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at each of the following addresses:

C. Tony Tucker, Contract Manager  
**Florida Department of Environmental Protection**  
Office of Beaches and Coastal Systems  
3900 Commonwealth Blvd. MS 300  
Tallahassee, FL. 32399-3000

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

2. Copies of reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at each of the following addresses:

C. Tony Tucker, Contract Manager  
Florida Department of Environmental Protection  
Office of Beaches and Coastal Systems  
3900 Commonwealth Blvd. MS 300  
Tallahassee, FL. 32399-3000

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

4. Copies of reports or management letters required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at each of the following addresses:

C. Tony Tucker, Contract Manager  
**Florida Department of Environmental Protection**  
Office of Beaches and Coastal Systems  
3900 Commonwealth Blvd. MS 300  
Tallahassee, FL. 32399-3000

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, as applicable.

6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

**PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 3 years from the date the audit report is issued, and shall allow the Department of Environmental Protection or its designee, access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection or its designee, upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

**State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:**

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

**State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:**

State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Ecosystem Management Trust Fund	98-99	37.003	Beach Erosion Control Program	\$ 54,500	088061
Amendment No. 1	Ecosystem Management Trust Fund	99-00	37.003	Beach Erosion Control Program	\$ 150,000	140126
<b>Total Award</b>					<b>\$ 439,500</b>	

For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CFSA) [<http://www.eog.state.fl.us/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.