



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

October 10, 2000

Russell Snyder, Planning Manager
Office of Beaches and Coastal Systems
Department of Environmental Protections
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

Re: South Amelia Island Beach Nourishment DEP Contract No. 99NA2

Dear Mr. Snyder,

Enclosed are the three original documents that have been executed by the Nassau County Board of County Commissioners. I am also including a copy of Mr. Erik Olsen's request for a contract amendment to perform the experimental beach disposal/stabilization project, as defined in Amendment I.

In accordance with Exhibit A/Scope of Work of the above referenced Amendment, please review Mr. Olsen's proposed work plan and if it is acceptable to your office, please provide me with your written approval. Once we have received approval from you, I will present Mr. Olsen's contract to the Board of County Commissioners for their acceptance.

If you need any further information or have any questions regarding this, please do not hesitate to contact me at 904-321-5782.

Yours truly,

Walt Gossett
County Coordinator
Nassau County

Enclosures

cc: Mike Mullin, County Attorney, with enclosures
J. M. Oxley, Jr., Clerk of Courts, with enclosures
Erik Olsen, with enclosures

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

EXHIBIT A

SCOPE OF WORK

The South Amelia Island Beach Nourishment Project shall be conducted in accordance with the terms and conditions set forth under DEP Contract No. 99NA2, and will consist of the tasks described below. A detailed scope shall be submitted, reviewed, and approved by the OFFICE prior to initiation of any task described herein. Any work conducted prior to approval of a detailed scope of work may not be eligible for reimbursement.

1. Feasibility Study

Conduct studies necessary to determine the feasibility and extent of improvements necessary to accomplish the goals of the PROJECT. Investigations shall include, but may not be limited to, the following: hydrodynamic modeling; surveying and mapping; coastal engineering analysis; literature search; economic studies; environmental analysis; real estate studies; and plan formulation.

- 1.1 Experimental Beach Disposal/Stabilization Project Amelia Island S.R.A.
Perform various activities necessary to construct additional sand-filled tubes at the southerly terminus of the COE beach disposal project for purposes of documenting their potential stabilizing effect on the fill.

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

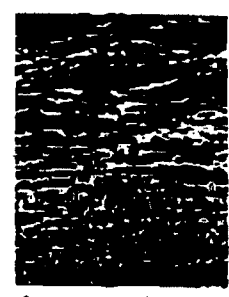
All data developed as a result of this Agreement shall be developed in accordance with standard formats acceptable to the Department.

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.

Num - Beach Disposal

MEMORANDUM



Coastal Engineering

TO: Mike Mullin, Esq.; J.M. Chip Oxley, Jr.;
Walt Gossett; S.A.I.S.S.A.

CC: Russell Snyder, OB&CS

FROM: Erik J. Olsen, P.E. *EJO*

DATE: October 2, 2000

RE: S. Amelia Island Beach Disposal/Demonstration Project
Contract Amendment

Last week, the County should have received a formal amendment to DEP Contract No. 99NA2 in the amount of \$129,000. The total contract amount is therefore \$289K. The purpose of this amendment is two-fold:

- a.) To allow our firm to permit, design, supervise construction and provide limited monitoring of a "demonstration" geotube project to be constructed, in the next month or so, on the AISRA property after beach disposal placement by the USACOE. Our firm has been actually working on aspects of the demonstration project for the Division of Recreation and Parks (and OB&CS) in good faith for several months with the verbal commitment that the FDEP/County contract would be eventually modified, and
- b.) To allow for the construction by an outside Contractor of the specified geotubes (number to be determined). Hence, some \$50K of the overall cumulative budget of \$179,000 (i.e., \$289K - \$110K) should be retained for work by a qualified marine Contractor. In this regard, it is my opinion that you either hire a qualified Contractor on an "emergency" basis, or initiate advertisement, selection, etc. *now* on the basis of a Contractor's experience and availability -- with the price to be negotiated once the final design is known. We will assist the County in the methodology selected.

I have attached for your review, an Amendment reflecting a scope-of-services for Olsen Associates, Inc. to perform the tasks previously agreed to by the OB&CS. Obviously, the State did not provide for any major contingency in their Grant. Nonetheless, a total of (\$289,000 - \$110,000) i.e., \$179,000 has been appropriated toward beach disposal coordination (see ongoing invoiced task summary) and the new demonstration project (i.e., \$129K). As noted in Russell Snyder's letter, only \$40K local funding is required to match the State's cumulative \$249K appropriation. This is because the Division of Recreation and Parks, FDEP will be the primary beneficiary of the new work.

olsen
associates, inc.
4438 Herschel Street
Jacksonville, FL 32210
(904) 387-6114
(Fax) 384-7368

Mike Mullin/Memorandum
 Page Two of Two
 October 2, 2000

It is my recommendation that you amend our November 5, 1999 Contract for the Phase I South Amelia Island Contract Study by the amount of \$129,000, i.e., (\$179,000 -\$50,000). The retained \$50,000 would be considered to be the construction budget. Of the \$129K amount extension, some \$12,859. has been invoiced to date, principally as services associated with previous liaison with the USACOE since January 2000. This leaves some \$116,141 (i.e., \$129,000 -\$12,859) as the net demonstration project budget for engineering/survey type services. That amount would be appropriated accordingly:

	<u>COSTS</u>
• Beach Disposal Liaison with COE (continuing)	\$ 7,500
• Demo. Project Design	\$ 7,000
• Permitting	\$10,000
• Bid/Negotiation	\$ 5,000
• Construction Supervision	\$ 7,500
• Oblique Aerials Flts. (6)	\$ 3,000
• Liaison with FDEP	\$ 5,000
• Construction Survey & Baseline Est.	\$ 7,500
• Post-Construction Surveys (4@3 mo. intervals)	\$20,000
• Analysis/Memorandums-of-Findings	\$10,000
• TRC Meetings (2)	\$ 2,700
• Final Monitoring Report	<u>\$15,000</u>
Subtotal	\$100,200
• Other/Contingency - Based upon future special requirements of OB&CS or Division of Recreation and Parks	<u>\$ 15,941</u>
Total	\$116,141

All surveys will be wading depth beach profiles, only. Survey data will be submitted to the FDEP in accordance with the requirements of Exhibit A of FDEP Project Agreement No. 99NA2, Amendment No. 1.

Thank you for your expeditious consideration of the attached Amendment to our Contract.

Enc:

DEP CONTRACT NO. 99NA2

**South Amelia Island Beach Disposal Activities
(Invoicing Through September, 2000)**

Invoice	Month	Amount
2000193	September, 2000	\$3,384.00
2000170	July/August, 2000	\$4,294.64
2000131	June	\$ 497.07
2000122	April/May	\$1,833.29
2000047(A)	Jan/March	<u>\$2,850.00</u>
	Total	\$12,859.00

TELEFAX

TO: Beth

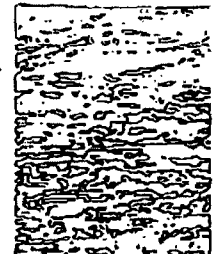
CC: _____

FROM: E. Olsen

RE: Revision to Scope-of-work

DATE: 11 Oct 02

NO. OF PAGES INCLUDING THIS COVER SHEET: 6



olsen
associates, inc.
coastal engineering
4438 Herschel Street
Jacksonville, FL 32210

Beth - OBOS Permit requirements (issued yesterday) call for 5 surveys, not 4.
Hence I had to make chgs in the
Scope -
Sorry
Erik

00 OCT 10 11:10 AM
00 OCT 10 11:10 AM

olsen associates, inc. * 4438 herschel street * jacksonville, florida 32210 usa
904-387-6114 * fax 904-384-7368 * olsen-associates.com

QUALITY ASSURANCE
01

MEMORANDUM 10 11:44



Coastal Engineering

(Revised From October 2, 2000)

TO: Mike Mullin, Esq.; J.M. Chip Oxley, Jr.;
Walt Gossett; S.A.I.S.S.A.

CC: Russell Snyder, OB&CS

FROM: Erik J. Olsen, P.E.

DATE: October 11, 2000

RE: S. Amelia Island Beach Disposal/Demonstration Project
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- b.) To allow for the construction by an outside Contractor of the specified geotubes (number to be determined). Hence, some \$50K of the overall cumulative budget of \$179,000 (i.e., \$289K - \$110K) should be retained for work by a qualified marine Contractor. In this regard, it is my opinion that you either hire a qualified Contractor on an "emergency" basis, or initiate advertisement, selection, etc. *now* on the basis of a Contractor's experience and availability -- with the price to be negotiated once the final design is known. We will assist the County in the methodology selected.

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Mike Mullin/Memorandum
 Page Two of Two
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• Analysis/Memorandums-of-Findings	\$10,000
• TRC Meetings (2)	\$ 2,700
• Final Monitoring Report	<u>\$15,000</u>
Subtotal	\$105,200
• Other/Contingency - Based upon Permit requirements of OB&CS or Division of Recreation and Parks	<u>\$ 10,941</u>
Total	\$116,141

All surveys will be wading depth beach profiles, only. Survey data will be submitted to the FDEP in accordance with the requirements of Exhibit A of FDEP Project Agreement No. 99NA2, Amendment No. 1.

Thank you for your expeditious consideration of the attached Amendment to our Contract.

Enc:

DEP CONTRACT NO. 99NA2

**South Amelia Island Beach Disposal Activities
(Invoicing Through September, 2000)**

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2000122	April/May	\$1,833.29
2000047(A)	Jan/March	<u>\$2,850.00</u>
	Total	\$12,859.00

**TASK B
CONTRACT AMENDMENT**

This Task represents an Amendment to an existing Contract dated November 5, 1999 between Olsen Associates, Inc. and the Board of County Commissioners of Nassau County. The work authorized by this Amendment is addressed by FDEP Contract No. 99NA2 between the Florida Department of Environmental Protection and Nassau County. A description of the project purpose and the required scope of services follows:

The Jacksonville District, COE proposes to place beach disposal material derived from the maintenance of the A.I.W.W., along the shoreline of South Amelia Island during the fall of 2000. It is intended that the material will be strategically placed along the shoreline southward and abutting the SAISSA groin field for purposes of beach enhancement of lands located within the Amelia Island State Recreation Area. The OB&CS/FDEP has requested that Nassau County, as the representative of the original groin field permittee (SAISSA), perform various activities necessary to construct additional sand-filled tubes at the southerly terminus of the beach disposal project for purposes of documenting their potential stabilizing effect on the fill. The intent of the *experimental* project would be to monitor the stabilized fill for purposes of providing guidance for a future permanent stabilization project being considered for southern Amelia Island. All costs associated with the interim stabilization project would be funded by the FDEP. At present, Nassau County shall perform the following tasks on behalf of Nassau County and the FDEP:

- Survey the federal post-disposal project shoreline for purposes of tube-groin design and implementation,
- Formulate limited plans and specs for sand-filled geotextile tube construction oversight,
- Assist in the selection of a qualified contractor and provide limited construction management,
- Supervise the installation of up to three (3) 200 ft long sand-filled geotextile tubes (40" dia.) partially below grade (i.e., as required within the existing fill berm) or a suitable alternative design,
- Provide Permit liaison,
- Perform local, beach surveys (wading depth only) and oblique aerial photography post-construction and @ 3 months, 6 months, and 12 months,
- Manage the cumulative data base, submit data to the OB&CS. within 30 days of each survey and formulate a final report-of-findings,
- Meetings - Attend a limited number of TRC, or other meetings related to the project.

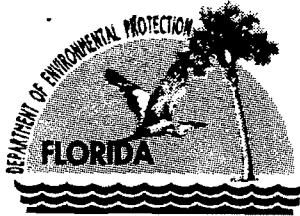
Rev. 2
October 11, 2000

The authorized proposed budget for this work is as follows:

a.)	Beach Disposal Liaison with Jacksonville District COE (Jan-September, 2000)		\$12,859.00
b.)	Demonstration Project (AISRA)		
		<u>COSTS</u>	
•	Beach Disposal coordination with COE (Continuing, including limited construction observation)	\$ 7,500	
•	Demo. Project Design & Construction Docs	\$ 7,000	
•	Permitting (State, COE, USFWS)	\$10,000	
•	Bid/Negotiation	\$ 5,000	
•	Construction Supervision	\$ 7,500	
•	Oblique Aerials Flts. (6)	\$ 3,000	
•	Liaison with FDEP (OB&CS; Parks & Rec., etc.)	\$ 7,700	
•	Construction Survey & Baseline Est.	\$ 7,500	
•	Post-Construction Surveys (5@3 mo. intervals)	\$25,000	
•	Analysis/Memorandums-of-Findings	\$10,000	
•	Final Monitoring Report	<u>\$15,000</u>	
	Subtotal	\$105,200.00	\$105,200.00
•	Other/Contingency - Based upon special requirements of OB&CS or Division of Recreation and Parks		<u>\$ 10,941.00</u>
	TOTAL		\$129,000.00

All surveys will be wading depth beach profiles, only. Survey data will be submitted to the FDEP in accordance with the requirements of Exhibit A of DEP Project Agreement No. 99NA2, Amendment No. 1.

Rev 2
October 11, 2000



Jeb Bush
Governor

Department of Environmental Protection

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

David B. Struhs
Secretary

September 27, 2000

CERTIFIED MAIL

Walt Gossett
Nassau County Coordinator
P.O. Box 1010
Fernandina Beach, FL 32035

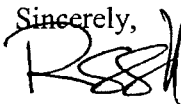
RE: South Amelia Island Beach Nourishment DEP Contract No. 99NA2

Dear Mr. Gossett:

Enclosed are three original documents to amend DEP Contract No. 99NA2. The amendment provides an additional \$129,000 for experimental beach disposal and stabilization activities as a sub-task to the Phase I Feasibility Study.

Please obtain the necessary signatures and return the documents to me by November 1, 2000. An original copy will be forwarded to you upon full execution by this Department.

Should you have any questions, please contact me at 850/487-1262, ext. 170, or 277-1262 if you are on the SunCom network.

Sincerely,


Russell Snyder, Planning Manager
Office of Beaches and Coastal Systems

Enclosures

CO SEP 29 11:53

"More Protection, Less Process"

Printed on recycled paper.

DEP Contract No. 99NA2
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF BEACHES AND COASTAL SYSTEMS
FLORIDA BEACH EROSION CONTROL PROGRAM

Project Agreement
Amendment # 1

This AMENDMENT by and between the Florida Department of Environmental Protection (hereinafter referred to as the "DEPARTMENT") and Nassau County (hereinafter referred to as the "LOCAL SPONSOR"), serves to amend that Project Agreement between the DEPARTMENT and LOCAL SPONSOR dated October 5, 1999, pertaining to the South Amelia Island Beach Nourishment (hereinafter referred to as the "PROJECT").

The DEPARTMENT and LOCAL SPONSOR hereby agree to the following changes and additions:

Paragraph 5 of the PROJECT Agreement is hereby revised to read as follows:

Eligible PROJECT Items	ESTIMATED PROJECT COSTS		
	State	Local	Total
1. Feasibility Study	\$120,000	\$40,000	\$160,000
1.1 Experimental Beach Disposal/ Stabilization	\$129,000	\$0	\$129,000
TOTAL	\$249,000	\$40,000	\$289,000

Paragraph 6 of the PROJECT Agreement is hereby revised to read as follows:

6. The DEPARTMENT's financial obligation shall not exceed the sum of \$249,000 for this PROJECT; or up to 75% of the non-federal share of item 1, whichever is less; and up to 100% of the non-federal share of item 1.1, which is to be conducted wholly within the Amelia Island State Recreation Area. 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.

Paragraph 7 of the PROJECT Agreement is hereby revised to read as follows:

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 1999-2000 and 2000-01. 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. PARAGRAPH INTENTIONALLY LEFT BLANK

Paragraph 20 of the PROJECT Agreement is hereby revised to read as follows:

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

LOCAL SPONSOR
Walt Gossett
Nassau County
P.O. Box 1010
3163 Bailey Rd.
(904)321-5782

DEPARTMENT
Russell Snyder
Department of Environmental Protection
Office of Beaches and Coastal Systems
3900 Commonwealth Blvd., MS 300
Tallahassee, Florida 32399-300
(850) 487-1262

Paragraph 22 of the PROJECT Agreement is hereby revised to read as follows:

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 "F". 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.

Exhibits A, B, C, and G are hereby revised and incorporated as attached.

All other terms and conditions of that PROJECT Agreement dated October 5, 1999, remain the same.

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

NASSAU COUNTY

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
County Commission Chair*

By: _____
Secretary or designee

Date: 10/09/01

Date: _____

ATTEST: [Signature]
U.M. Oxley, Jr. Ex-Officio Clerk

[Signature]
Contract Manager

Approved as to Form by the Nassau County Attorney

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Michael S. Muffin

[Signature]
DEP Attorney

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

LIST OF EXHIBITS

- A Scope of Work
- B Reserved
- C Payment Request Forms
- D Progress and Financial Reporting Forms
- G Special Audit Requirement

EXHIBIT A

SCOPE OF WORK

The South Amelia Island Beach Nourishment Project shall be conducted in accordance with the terms and conditions set forth under DEP Contract No. 99NA2, and will consist of the tasks described below. A detailed scope shall be submitted, reviewed, and approved by the OFFICE prior to initiation of any task described herein. Any work conducted prior to approval of a detailed scope of work may not be eligible for reimbursement.

1. Feasibility Study

Conduct studies necessary to determine the feasibility and extent of improvements necessary to accomplish the goals of the PROJECT. Investigations shall include, but may not be limited to, the following: hydrodynamic modeling; surveying and mapping; coastal engineering analysis; literature search; economic studies; environmental analysis; real estate studies; and plan formulation.

1.1 Experimental Beach Disposal/Stabilization Project Amelia Island S.R.A.

Perform various activities necessary to construct additional sand-filled tubes at the southerly terminus of the COE beach disposal project for purposes of documenting their potential stabilizing effect on the fill.

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.
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- 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.

EXHIBIT B

RESERVED

EXHIBIT C

PAYMENT REQUEST FORMS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 FLORIDA BEACH EROSION CONTROL PROGRAM

REQUEST FOR PAYMENT

Name of Project: South Amelia Island Beach Nourishment

Grantee: Nassau County

DEP Contract Number: 99NA2

Billing Number: _____

Billing Period: _____

Costs Incurred This Payment Request

	<u>Total Cost</u>	<u>Local Share</u>	<u>State Share</u>	<u>Federal Share</u>
Contractual	_____	_____	_____	_____
 Cost Summary				
State Funds Obligated	<u>\$249,000</u>		Local Funds Obligated	<u>\$40,000</u>
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

EXHIBIT D

PROGRESS AND FINANCIAL REPORTING FORMS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH EROSION CONTROL PROGRAM

QUARTERLY PROGRESS REPORT

Name of Project: South Amelia Island Beach Nourishment

Grantee: Nassau County

DEP Contract Number: 99NA2

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. Feasibility Study

1.1 Experimental Beach Disposal/ Stabilization

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH EROSION CONTROL PROGRAM

QUARTERLY FINANCIAL REPORT

Name of Project: South Amelia Island Beach Nourishment

Grantee: Nassau County

DEP Contract Number: 99NA2

Quarterly Report Period: _____

<u>Project Expenditures</u>	<u>Costs Incurred</u>	<u>Costs Incurred</u>	<u>Total Funds</u>
<u>Eligible Project Items</u>	<u>This Quarter</u>	<u>to Date</u>	<u>Obligated</u>
Feasibility Study	_____	_____	\$ <u>160,000</u>
Experimental Beach Disposal/Stabilization	_____	_____	\$ <u>129,000</u>

EXHIBIT G

SPECIAL AUDIT REQUIREMENTS

EXHIBIT G

Special Audit Requirements

The administration of funds awarded by the Department of Environmental Protection 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.

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 an audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment 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. The recipient is responsible for the procurement of an independent auditor to conduct the audit required by this part. The recipient is required to follow the auditor procurement standards specified in Section .305, OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities, financial statements, audit findings follow-up, and report submission as provided in Sections .300, .310, .315, and .320 of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. If not otherwise disclosed as required by Section .310 (b) (2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Department of Environmental Protection in effect during the audit period.
4. 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 and non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal/State entities).

PART II: STATE GRANTS AND AIDS

1. This part is applicable if the recipient is a local government or a non-profit or for profit organization as defined in Chapter 10.600, Rules of the Auditor General.
2. In the event that the recipient receives more than \$25,000 in State grants and aids in its fiscal year, the recipient must have a limited scope audit conducted in accordance with Section 216.349, Florida Statutes, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates State grants and aids amounts awarded through the Department of Environmental Protection by this agreement. In determining the grants and aids received in its fiscal year, the recipient shall consider aggregate grants and aids received directly from State agencies, including grants and aids funds received from the Department of Environmental Protection.

The audit report must include an auditor's examination attestation report, management assertion report (alternatively, management's assertion may be included in the management representation letter), and a schedule of State financial assistance. EXHIBITS 2, 3, and 4 to this Attachment provide examples of these reports/schedule.

The auditor's examination attestation report must indicate whether management's assertion as to compliance with the following requirements is fairly stated, in all material respects:

- activities allowed or unallowed
- allowable costs/cost principles
- matching (if applicable)
- reporting

3. In the event that the recipient receives State grants and aids totaling \$25,000 or less in its fiscal year, the head of the recipient entity or organization must provide a written attestation, under penalty of perjury, that the recipient has complied with the allowable cost provisions (or other applicable provisions) of the State grants and aids contract. EXHIBIT 5 to this Attachment provides an example attestation document that should be used by the agency head to attest to compliance with grants and aids provisions.

PART III: 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 Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, or when required by number 2 below, 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:

Russell Snyder
Florida Department of Environmental Protection
Office of Beaches and Coastal Systems
3900 Commonwealth Blvd., ms 300
Tallahassee, Florida 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.

D. The State of Florida Auditor General at the following address:

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

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 each of the following:

Russell Snyder
Florida Department of Environmental Protection
Office of Beaches and Coastal Systems
3900 Commonwealth Blvd., ms 300
Tallahassee, Florida 32399-3000

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

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

3. Copies of reports required by PART II of this Exhibit, and management letters prepared in conducting audits related to State grants and aids audits required by PART II of this Attachment, 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:

Russell Snyder
Florida Department of Environmental Protection
Office of Beaches and Coastal Systems
3900 Commonwealth Blvd., ms 300
Tallahassee, Florida 32399-3000

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40

Tallahassee, Florida 32399-2400

B. The Office of the Auditor General at the following address:

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

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to:

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

Russell Snyder
Florida Department of Environmental Protection
Office of Beaches and Coastal Systems
3900 Commonwealth Blvd., ms 300
Tallahassee, Florida 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, attestations, or other information required to be submitted to the Department of Environmental Protection pursuant to this agreement shall be submitted within 180 days of the recipient's fiscal year end (or as otherwise allowed by Florida Statutes) or within 30 days of the recipient's receipt of the audit report, whichever occurs first. Other submissions should be timely in accordance with OMB Circular A-133 and/or Florida Statutes, as applicable.
6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, should indicate the date that the recipient received the audit report in correspondence accompanying the audit report.

PART IV: RECORD RETENTION

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.

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EXHIBIT G-3

INDEPENDENT AUDITOR'S REPORT ON
EXAMINATION OF MANAGEMENT'S ASSERTION
ABOUT COMPLIANCE WITH SPECIFIED REQUIREMENTS
(SAS Codification Section AT 500.55)

[Date]

Dear [Name]:

We have examined management's assertion¹ about [name of entity]'s compliance with the allowable cost requirements [or other applicable requirements] established in the grant agreement(s) applicable to the State grants and aids appropriations identified on Schedule of State Financial Assistance for the year ended [indicate the applicable fiscal year] included in the accompanying [title of management report].² Management is responsible for [name of entity]'s compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the [name of entity]'s compliance based on our examination.

Our examination was made in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about [name of entity]'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on [name of entity]'s compliance with specified requirements.

In our opinion, management's assertion [identify management's assertion - for example, that _____ complied with the aforementioned requirements during the fiscal year ended _____] is fairly stated, in all material respects.^{3 4}

Sincerely,

Notes:

1. If the entity does not present its assertion in a separate report accompanying the practitioner's report, refer to SAS Codification Sections AT 500.56 and .57.
2. The practitioner should identify the management assertion report examined by reference to the report title used by management in its report. Further, he or she should use the same description of the compliance requirements as management uses in its report.
3. The specific compliance requirements, and related criteria (if applicable), will be specified and/or referred to in the grant agreement. As such, it should not be necessary to repeat the compliance requirements, and related criteria (if applicable) in the practitioner's report.
4. Instances of noncompliance should be reported in the manner prescribed in SAS Codification Sections AT 500.61 through .68.

EXHIBIT G-4

MANAGEMENT ASSERTION REPORT

I, _____, hereby assert that, _____
(head of recipient entity) (recipient entity name)

complied with allowable cost requirements [or other applicable requirements]
of the grants and aids appropriations identified on the attached Schedule of
State Financial Assistance during the fiscal year ended _____.
(month, day, year)

(signature)

(title)

(date)

If this assertion report is used, one copy shall be submitted after the recipient's fiscal year end to each of the parties designated in the contracts/grants for the identified grants and aids appropriations.

This statement does not need to be notarized.

EXHIBIT G-5

Sample Organization
 Schedule of State Financial Assistance
 For the year ended 9/30/97

State Agency And Program Title	State Contract/ Grant Number	Federal CFDA Number Note A	State Receipts	Federal Through State Receipts	Total Receipts
Department of Health					
Head Start	GH501	93.600	50,000 (1)	50,000 (1)	100,000
Women, Infant & Children	AB101	93.245	100,000 (1)	150,000	250,000
Department of Elder Affairs					
Community Care for the Elderly	GC501	Not Applicable	200,000 (1)	0	200,000
Community Care for the Elderly	GC601	93.003	0	150,000 (1)	150,000
Elder Care	GC777	93.666	60,000	60,000	120,000
Total			410,000	410,000 (2)	820,000

- (1) State Grants and Aids Appropriations moneys. The grand total of State Grants and Aids Appropriations moneys is \$550,000.
- (2) \$390,000 of this amount is included in the expenditures presented in the Schedule of Expenditures of Federal Awards. The remaining \$20,000 was received under contract number GC601 but was not expended.

NOTE A: Federal CFDA numbers apply only to Federal programs.

CAUTION: The purpose of this schedule is format illustration only. The contract or grant numbers, CFDA numbers and program titles are not intended to represent actual data.

EXHIBIT G-6

MANAGEMENT ATTESTATION STATEMENT

CONTRACT/GRANT NUMBER(S) _____

I, _____, hereby attest, under penalties of perjury, that,
(head of recipient entity)

_____ complied with allowable cost requirements [or
(recipient entity name)

other applicable requirements] of the grants and aids appropriations contracts/grants
identified above during the fiscal year ended _____
(month, day, year)

(signature)

(title)

(date)

One copy of this attestation statement shall be submitted after the recipient's fiscal year end to each of the parties designated in the contracts/grants for the identified grants and aids appropriations.

This statement does not need to be notarized.