

FOURTH ADDENDUM  
TO THE AGREEMENT BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA AND  
THE SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC.

WHEREAS, an Agreement was entered into on the 13<sup>th</sup> day of March, 2000, by and between the Board of County Commissioners of Nassau County, Florida, and the South Amelia Island Shore Stabilization, Inc. (SAISSA); and,

WHEREAS, the Agreement sets forth the terms and conditions under which the SAISSA will provide services pertaining to the administration, management, and oversight the beach nourishment project within the boundaries of the South Amelia Island Shore Stabilization Municipal Services Benefit Unit (SAISS MSBU) created pursuant to Ordinance 93-14, as amended; and,

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has found it necessary to amend said Agreement with respect the Scope of Services and the Indemnification of said Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the terms and conditions herein set forth, on the 10<sup>th</sup> day of September, 2018, the parties agree to amend the ARTICLE I - SCOPE OF SERVICES and ARTICLE IX - INDEMNIFICATION as follows:

ARTICLE I – SCOPE OF SERVICES

8) With respect to State Cost-sharing Grants, the LOCAL SPONSOR’s Project Manager for all technical matters is William R. Moore, AICP, acting on behalf of the South Amelia Island Shore Stabilization Association, Inc., or his successor.

9) With respect to State Cost-sharing Grants, SAISSA warrants to the County that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and /or sub grantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s).

10) SAISSA shall submit status report quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department Grant Manager with a copy to the County Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports will be submitted no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly periods end on March 31, June 30, September 30 and December 31.

ARTICLE IX- INDEMNIFICATION

4) The SAISSA shall defend, hold harmless, and indemnify the County from and against any and all liability, injury, loss, claims, damages, costs, attorney's fees, and expenses of whatever kind or nature which the County may sustain, suffer, or incur as a result of the County agreeing as Local Sponsor of the South Amelia Island Beach Nourishment Program to maintain the public beach access and parking associated with eligible units in relationship to funding eligibility pursuant to 62B-36.003(4),F.A.C The SAISSA further agrees to support, promote, and sustain assessments adopted by the Nassau Board of County Commissioners in order to reimburse the State of Florida for all funds provided by the State of Florida due to the loss public beach access and parking due to the lost of eligible units.

All other provisions of the Agreement attached hereto as Exhibit "A" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



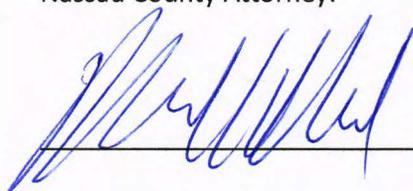
Pat Edwards  
Its: Chairman

Attest to the Chairman's Signature

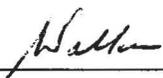
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-officio Clerk

MES  
09-11-18

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSOCIATION, INC.

  
\_\_\_\_\_  
Drew L. Wallace  
Its: President

## **EXHIBIT "A"**

Original Agreement

Addendum to the Agreement

Second Addendum to the Agreement

Third Addendum to the Agreement

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT entered into this 13th day of March, 2000, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "SAISSA".

WHEREAS, pursuant to Ordinance 93-14, as amended, the County created the South Amelia Island Municipal Benefit Services Unit, hereinafter referred to as the "MSBU", for the purpose of undertaking and financing a beach re-nourishment project within the boundaries of the MSBU as described in that Ordinance as the "Project"; and

WHEREAS, Ordinance 93-14, as amended, authorizes the County to enter into contracts with other persons, including SAISSA, to carry out the purposes of that Ordinance and the MSBU, including the administration of the Project; and

WHEREAS, it is in the best interest of the County to enter into an Agreement with the SAISSA setting forth the terms and conditions under which the SAISSA will provide services pertaining to the administration, management, and oversight of the Project.

NOW, THEREFORE, FOR and IN CONSIDERATION of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1) The SAISSA shall, on behalf of the County, be the project manager for the Project and shall be responsible for the administration, management, oversight, and supervision of the Project. The County shall pre-approve any and all costs associated with the provision of these services.

2) SAISSA may employ, engage, or retain such individuals, firms, corporation(s), or other persons as it may deem necessary, subject to budget approval, to carry out its duties and responsibilities under this Agreement, provided, however, that any such services by person other than the SAISSA shall be subject to the direction and control of the SAISSA, and no agency or other relationship is established between the County and such persons. The results and work product of such persons shall be delivered to the SAISSA and shall be subject to review and inspection by the County. The SAISSA shall hold the County harmless from any and all liability to any such persons, firms, or corporations.

3) The County shall be responsible for securing a firm or firms to prepare the annual Assessments and rolls each year.

4) SAISSA shall follow the bid procedures and policies of the County for work performed pursuant to this Agreement and provide documentation indicating that the policies and procedures were followed. The bid procedures are attached hereto as Exhibit "A".

5) SAISSA shall follow the County's policy for notification of meetings and shall provide documentation that said requirements were followed. The County policy (Press Notification - Checklist) is attached hereto as Exhibit "B". All meetings shall be open to the public and advertised at least two weeks prior to each meeting.

6) SAISSA shall submit an annual budget to the Board of County Commissioners on or before June 1 of each year. The budget will be advertised and considered at a public hearing simultaneously with the County budget.

#### ARTICLE II - TERM

This Agreement shall become effective on March 13, 2000, and shall expire at the end of the term of the bonds, unless this Agreement is otherwise earlier canceled as provided herein, or unless extended by written agreement of the parties.

ARTICLE III - COMPENSATION

1) (a) The County shall pay to the SAISSA, and the SAISSA shall accept from the County as full consideration for its services under Article I Paragraph 1 of this Agreement, a fee in the amount of \$10.00, plus reasonable out-of-pocket expenses.

(b) The parties recognize and acknowledge that the SAISSA may retain other persons or firms from time to time to assist in providing the services hereunder, and the responsibility to pay the fees of such persons or firms is with the SAISSA, unless the County has specifically agreed to pay such fees over and above the fee to be paid to SAISSA. No other costs or expenses incurred by the SAISSA or on its behalf shall be chargeable to and/or paid by the County unless specifically authorized under this Agreement.

2) If additional services by the SAISSA beyond those described in Article I, Paragraph 1, are authorized by the County, the fees for providing such additional services shall be over and above those fees described in Article III, Paragraph 1, and shall be agreed upon in writing in accordance with applicable law by the SAISSA and the County before such services are rendered.

ARTICLE IV - PAYMENTS

1) During the term of this Agreement, the SAISSA shall submit to the County once per month an invoice describing the services rendered by the SAISSA pursuant to this Agreement, and the fees for such services, plus out-of-pocket costs incurred by the SAISSA for which reimbursement is requested.

2) Upon receipt of such invoice and in accordance with the requirement of the Florida Prompt Payment Act (Part VII, Chapter 218, Florida Statutes), the County shall make payment of the fees and reimbursable costs to the SAISSA, or directly to the provider, once the invoice has been approved by the SAISSA and the County.

#### ARTICLE V - CANCELLATION OF AGREEMENT

This Agreement may be cancelled by either party on ninety (90) days advance written notice of the other at its address as provided herein.

#### ARTICLE VI - RECORDS

1) The SAISSA shall maintain such records and accounts including property, personnel, and financial records, as are necessary to appropriately evidence the fees and costs incurred by the SAISSA in performing the services described in Article I of this Agreement. Such records shall be available for inspection at the SAISSA

office by the County and/or its representatives at all reasonable times and under all reasonable conditions.

2) All detailed reports, plans, brochures, or publications, prepared or obtained by the SAISSA in conjunction with performing the services described in Article I of this Agreement shall, upon payment of the SAISSA invoice, pursuant To Article IV, shall be deemed to have been purchased by and shall become the property of the County.

#### ARTICLE VII - NO AGENCY RELATIONSHIP

The SAISSA is not the agent, sub-agent, or representative of the County. This Agreement shall not make the County liable to any person, firm, corporation, or others who contract with or who provide goods and/or services to the SAISSA in connection with the services it has agreed to perform hereunder or otherwise, or for debts or claims accruing to such parties against the SAISSA. There is no contractual relationship, either express or implied, between the County and any person, firm corporation, or others supplying any work, labor, services, goods, or materials to the SAISSA as a result of its services to the County hereunder or otherwise.

#### ARTICLE VIII - SUBCONTRACTS

The terms of any services subcontracted hereunder by the SAISSA shall be specified by written contract or agreement and shall be subject to the provisions of this Agreement.

ARTICLE IX - INDEMNIFICATION

1) The SAISSA shall defend, hold harmless, and indemnify the County from and against any and all liability, injury, loss, claims, damages, costs, attorney's fees, and expenses of whatever kind or nature which the County may sustain, suffer, or incur or be required to pay by reason of the loss of any monies paid to the SAISSA, by fraud, defalcation, or dishonesty on the part of any person representing or employed by the SAISSA, or by reason or as a result of any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default, on the part of the SAISSA in providing the services contemplated by the Agreement, provided that such indemnification by the SAISSA shall not extend to any damages, losses, claims, costs, or other expenses incurred by the County to the extent such are the result of acts or omissions of the County of any officer, employee, or agent thereof.

2) In the event that any action, suit, or proceeding is brought against the County based upon any matter for which SAISSA has agreed to indemnify the County, then,

within five (5) business days, the County shall give notice in writing thereof to the SAISSA. Upon the receipt of such notice, the SAISSA, at its own expense, shall defend against such action and take all such steps as may be necessary or proper or be responsible for the legal fees and costs of the County. The County shall have the option of having SAISSA's attorneys represent the County or of having counsel of the County's choosing represent the County.

3) The County agrees to defend the validity of this Agreement and will not deny the existence, validity, legality, or enforceability thereof.

#### ARTICLE X - AUDIT

The Clerk of the Court or his designee shall have the authority to audit any and all books of SAISSA pertaining to this Agreement.

All records shall be open for inspection by the Clerk or his designee at mutually agreed upon times and all records shall be available to the public.

#### ARTICLE XI - NON-ASSIGNABILITY

The SAISSA may not assign this Agreement without the prior written consent of the County.

#### ARTICLE XII - MODIFICATION OR AMENDMENT

This Agreement may not be modified, amended, or extended, except with the written consent of both parties.

ARTICLE XIII - HEADINGS

All Article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XIV - NOTICES

1) Notice to the County shall be mailed to Post Office Box 1010, Fernandina Beach, FL 32035.

2) Notice to the SAISSA shall be mailed to Post Office Box 3000, Fernandina Beach, FL 32035.

ARTICLE XV - MEMBER

The Clerk of the Court or his designee shall be a member of the Board as an ex-officio member.

ARTICLE XVI - ADA

SAISSA shall conduct any and all meetings at a facility that meets the requirements of the Florida Accessibility Code.

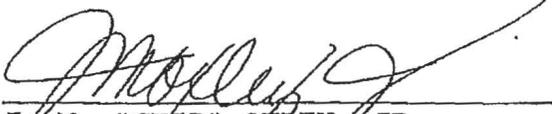
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



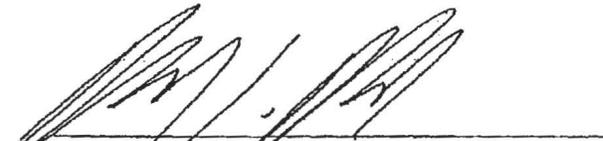
NICK D. DEONAS  
Its: Chairman

ATTEST:

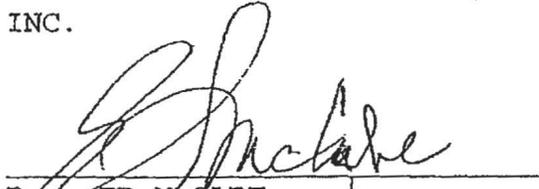


J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSOCIATION,  
INC.



By ED McCABE  
Its: President

f:saissa-agmt

CM1088

**ADDENDUM TO THE  
AGREEMENT  
BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA  
AND  
THE SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC.**

WHEREAS, an Agreement was entered into on the 13<sup>th</sup> day of March, 2000, by and between the Board of County Commissioners of Nassau County, Florida, and the South Amelia Island Shore Stabilization Association, Inc. (SAISSA); and

WHEREAS, the agreement set forth the terms and conditions under which the SAISSA will provide services pertaining to the administration, management, and oversight of the beach renourishment project within the boundaries of the South Amelia Island Municipal Services Benefit Unit (MSBU) created pursuant to Ordinance No. 93-14, as amended; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has found it necessary to amend said agreement to extend the term of said agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), on the 22nd day of July, 2002, the parties agree to amend Article II - Term as follows:

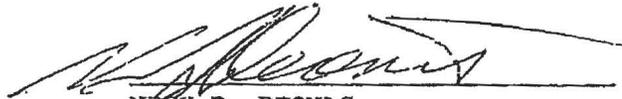
**ARTICLE II - TERM**

This Agreement shall become effective on March 13, 2000, and shall expire at the end of the term of the bonds bank financing provided by Compass Bank, unless this Agreement is otherwise earlier canceled as provided herein, or unless extended by written agreement of the parties.

All other provisions of the Agreement attached hereto as Exhibit "A" shall remain in full force and effect.

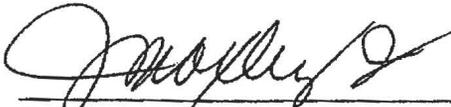
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



NICK D. DEONAS  
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MULLIGAN

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSOCIATION, INC.



ED McCABE  
Its: President

SECOND ADDENDUM TO THE  
AGREEMENT  
BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA  
AND  
THE SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC.

WHEREAS, an Agreement was entered into on the 13<sup>th</sup> day of March, 2000, by and between the Board of County Commissioners of Nassau County, Florida, and the South Amelia Island Shore Stabilization Association, Inc. (SAISSA); and

WHEREAS, the agreement set forth the terms and conditions under which the SAISSA will provide services pertaining to the administration, management, and oversight of the beach renourishment project within the boundaries of the South Amelia Island Municipal Services Benefit Unit (MSBU) created pursuant to Ordinance No. 93-14, as amended; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has found it necessary to amend said agreement to extend the term of said agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the terms and conditions herein set forth, on the 29th day of November, 2010, the parties agree to amend Article II - Term as follows:

ARTICLE II - TERM

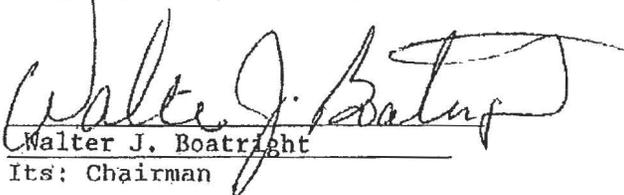
This Agreement shall become effective on March 13, 2000, and shall ~~expire at the end of the term of the bank financing provided by Compass Bank, unless this Agreement is otherwise earlier~~ continue indefinitely until canceled as provided herein, or ~~unless extended by written agreement of the parties pursuant~~

to the provisions of Article V of the original agreement entered into on March 13, 2000.

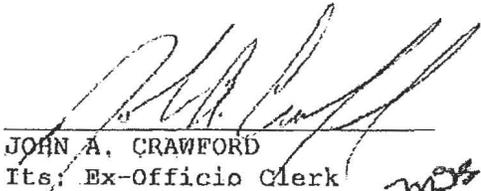
All other provisions of the Agreement attached hereto as Exhibit "A" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

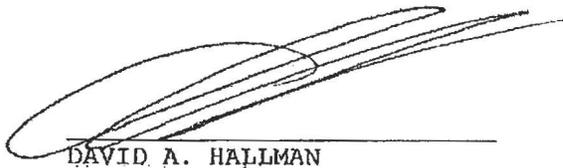
  
Walter J. Boatright  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

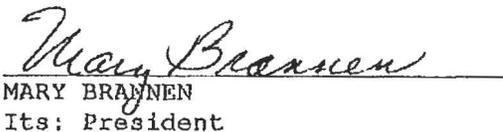
  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*MDS*  
*11-29-10*

Approved as to form by the  
Nassau County Attorney:

  
DAVID A. HALLMAN

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSOCIATION, INC.

  
MARY BRANNEN  
Its: President

Contract No. CM1088-A-3

**THIRD ADDENDUM TO THE AGREEMENT BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA  
AND  
THE SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC.**

**WHEREAS, an Agreement was entered into on the 13<sup>th</sup> day of March, 2000, by and between the Board of County Commissioners of Nassau County, Florida (County) and the South Amelia Island Shore Stabilization Association, Inc. (SAISSA), which Agreement has been subsequently amended on two occasions; and**

**WHEREAS, the Agreement set forth the terms and conditions under which SAISSA will provide services pertaining to the Administration, management and oversight of the beach renourishment project within the boundaries of the South Amelia Island Shore Stabilization Municipal Service Benefit Unit (SAISS-MSBU) created pursuant to Ordinance No. 93-14, as amended; and**

**WHEREAS, SAISSA has obtained an offer for certain grant funding through the Florida Department of Environmental Protection (DEP) in the amount of \$4,263,932.82, which represents 39.21% of the money spent for design, permitting, construction, year two and year three monitoring for the 2011 Beach Renourishment Project; and**

**WHEREAS, said grant funding is contingent upon the County entering into a certain Grant Agreement with DEP (DEP Agreement 14NA1) and fulfilling certain conditions and requirements, including the Grant Work Plan and related scope of work for the 2011 Beach Renourishment Project; and**

**WHEREAS, the County relies on SAISSA for administration, management and oversight of beach renourishment, and as Project Manager under DEP Agreement 14NA1; and**

**WHEREAS, the mailing addresses of the County and SAISSA have changed; and**

**WHEREAS, the Parties wish to enter into the Third Addendum to the Agreement providing for the obligations and requirements of DEP Agreement 14NA1 and to provide the updated addresses of the Parties.**

NOW, THEREFORE AND IN CONSIDERATION of the terms and conditions herein set forth, on the 25th Day of November, 2014, the parties agree to amend the Agreement as follows:

1. The Agreement is amended to add the following language to Article 1 – Scope of Services, as Paragraph 7:

7) SAISSA has read DEP Agreement 14NA1, attached hereto as Exhibit “A”, and confirms that it has and will continue to meet all the conditions and requirements of the County, as Local Sponsor, and of the Project Manager. Specifically, SAISSA confirms that the design, permitting, construction, year two and year three monitoring for the 2011 Beach Renourishment Project has been fully completed in a manner consistent with DEP Agreement 14NA1, and has been approved and accepted by DEP. SAISSA will continue to act as the Project Manager for the Project and shall be responsible for the administration, management, oversight, and supervision of the Project so long as any portion of the DEP Agreement 14NA1, as it may be amended, remains unfulfilled. SAISSA agrees to fully indemnify and hold harmless the County for all liability and financial obligations or expenses arising as a result from DEP Agreement 14NA1, as amended, except for those payment obligations to SAISSA as are specifically set forth in this Agreement, as amended.

All grant funds the County receives as a result of payment under DEP Agreement 14NA1, as amended, shall be kept segregated and invested for the purpose of reducing or eliminating future Special Capital Assessments for the South Amelia Island Shore Stabilization Special Assessment Bond, Series 2011. Grant funds may be used to reimburse the SAISSA MSBU for reimbursement of capital costs, which costs have been financed. As such, the grant monies will be utilized to service said debt. All interest earned from the deposit of grant funds must be used for the same purposes.

Notwithstanding anything in this Agreement to the contrary, SAISSA may not unilaterally cancel this Agreement so long as any obligation under DEP Agreement 14NA1 remains unfulfilled.

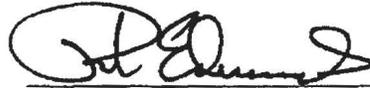
#### ARTICLE XIV - NOTICES

- 1) Notices to the County shall be mailed to 96135 Nassau Place, Suite 1, Yulee, FL 32097.
- 2) Notices to the SAISSA shall be mailed to 5440 First Coast Highway, Amelia Island, FL 32034.

All other provisions of the Agreement, as amended, attached hereto as Exhibit "B" shall remain in full force and effect.

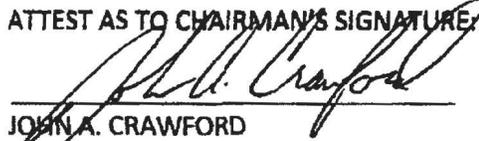
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



Its: Chairman Pat Edwards

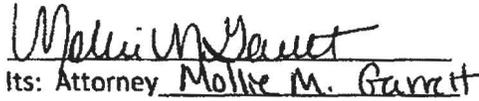
ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
11.26.14

Approved as to form:



Its: Attorney Mollie M. Garrett

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSOCIATION, INC.



ANDREW L. WALLACE  
Its: President

**EXHIBIT A**

**DEP AGREEMENT No: 14NA1**  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESOURCE MANAGEMENT  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
STATE OF FLORIDA  
GRANT AGREEMENT FOR  
SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2600 Blair Stone Road, MS 3554, Tallahassee, Florida 32399, and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, and acting as the governing board for the South Amelia Island Shore Stabilization – Municipal Services Benefit Unit (SAISS-MSBU), for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control activities under the Florida Beach Management Funding Assistance Program; and,

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code, the LOCAL SPONSOR has resolved to support, serve as local sponsor, demonstrated a financial commitment to the beach erosion control project as described herein, and has the ability to perform the tasks associated with the project described herein; and,

WHEREAS, the LOCAL SPONSOR, through its designated SAISS-MSBU representative, the South Amelia Island Shore Stabilization Association (SAISSA), paid for a beach nourishment project in 2011 and the attendant engineering design, permitting, construction-period engineering tasks, and permit-required Year-2 and Year-3 post-construction monitoring tasks.

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 SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT, (hereafter referred to as the PROJECT), as defined in Attachment A (Grant Work Plan), attached hereto and made a part hereof. 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 that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end January 1, 2016. Pursuant to Section 161.101 (18), Florida Statutes, and 62B-36.009, Florida Administrative Code, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the DEPARTMENT beginning on or after October 28, 2009, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be amended to close out the Agreement.

3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
4. 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.
5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.
6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of nourishment along a 3.3 mile segment of critically eroded shoreline along properties of the South Amelia Island Shoreline Stabilization Association and the Amelia Island State Park. The life of the PROJECT is defined as ten (10) years following completion of each construction event. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. For tasks, as specified in Table 1 below and in Attachment A, the LOCAL SPONSOR shall develop a detailed Scope of Work which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work.
8. A. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

**TABLE 1  
Eligible Project**

Task #	Eligible Project Tasks	State Cost Share (%)	DEP	Local	Total
<b>2.0</b>	<b>Design &amp; Permitting</b>				
2.1	Design Development & Permitting	39.21%	\$139,958.13	\$216,986.87	\$356,945.00
<b>3.0</b>	<b>Construction</b>				
3.1	Construction (Inspection & Contract Management)	39.21%	\$184,632.83	\$286,249.17	\$470,882.00
3.2	Construction (Nourishment)	39.21%	\$3,736,292.34	\$5,792,634.81	\$9,528,927.15
3.3	Federal Beach Disposal AIWW Liaison	39.21%	\$22,157.96	\$34,353.04	\$56,511.00
3.4	Tilling/Escarpment Removal	39.21%	\$35,146.86	\$54,490.64	\$89,637.50
<b>4.0</b>	<b>Monitoring</b>				
4.1	2013 Monitoring for year 2 - Post Const.	39.21%	\$89,543.88	\$138,826.12	\$228,370.00
4.2	2014 Monitoring for Year 3 - Post Const.	39.21%	\$56,200.82	\$87,132.05	\$143,332.87
	<b>TOTAL PROJECT COSTS</b>		<b>\$4,263,932.82</b>	<b>\$6,610,672.70</b>	<b>\$10,874,605.52</b>

- B. Changes in PROJECT costs that transfer funds from one task to another or that increase or decrease the total funding amount shall require a formal amendment to the Agreement.

9. The DEPARTMENT has determined that 78.42 percent of the non-federal PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$4,263,932.82 for this PROJECT or up to 39.21 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share.
10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 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 tasks that exceed the estimated PROJECT costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.
11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public for a 10-year period. All parking must be clearly signed or otherwise designated as public beach access parking.
13. As consideration for the satisfactory completion of the eligible work identified in Attachment A and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis. All requests for reimbursement shall be made in accordance with **Attachment C (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment D (Request for Payment, PARTS I – IV)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of deliverables identified in the approved Scope of Work. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.
14. The DEPARTMENT's Project Manager shall have thirty (30) days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and will reset when such

information is received as requested by the DEPARTMENT. Upon approval of the request for payment 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 deliverable 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. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

15. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment D (Project Progress Report, Part III)**, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports are to be submitted electronically in Word .doc 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 in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.
16. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment E (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.
17. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
18. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
19. 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.
20.
  - A. 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) 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.
  - B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or overnight courier to the address set forth in this Agreement.

21. No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT'S Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the Department Grant Manager.
- C. Failure to respond to the DEPARTMENT'S request for a CAP or failure to correct a deficiency in the performance of the LOCAL SPONSOR as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

22. Any notices between the parties shall be considered delivered by email, overnight courier or delivered in person to the contact person at the addresses below.

LOCAL SPONSOR

Nassau County Board of County Commissioners  
C/o Ted Selby, County Manager  
96135 Nassau Place, Suite 1, Yulee, FL 32097  
(904) 530-6010  
[tsselby@Nassaucountyfl.com](mailto:tsselby@Nassaucountyfl.com)

**DEPARTMENT**

Dena VanLandingham, Grant Program Administrator  
Department of Environmental Protection  
Beach Management Funding Assistance Program  
2600 Blair Stone Road, MS 3554  
Tallahassee, Florida 32399  
(850) 245-7692  
Dena.Vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 23 must be reduced to writing in the form of an email notification.

23. The LOCAL SPONSOR's Project Manager for all technical matters is William R. Moore of AICP, acting on behalf of the South Amelia Island Shore Stabilization Association, Inc. Phone: (904) 753-4178. The LOCAL SPONSOR's Grant Manager for all administrative matters is Ted Selby with Nassau County, Phone: (904) 530-6010. The DEPARTMENT's Project Manager for all technical matters is Thomas J. Edwards, Phone: (850) 245-7683, and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-7692.
24. 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 made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
25. 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 five (5) 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.
26.
  - A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment F (Special Audit Requirements)**, attached hereto and made a part hereof. Exhibit I to Attachment F summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment F. A revised copy of Exhibit I must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit I, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Program Administrator at 850/245-7692, to request a copy of the updated information.
  - B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

27. 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.
28. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
29. 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. 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.
30. 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.
31. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
32.
  - A. The LOCAL SPONSOR shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the LOCAL SPONSOR or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
  - B. The LOCAL SPONSOR shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the LOCAL SPONSOR or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The LOCAL SPONSOR's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.  
**(NOTE: Certificates of Insurance showing coverage of Worker's Compensation, Commercial, General Liability and Auto Limits must be submitted PRIOR to execution of Agreement).**
33. 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.
34. 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.
35. A. 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.
- B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
36. A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.

- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR shall reimburse the DEPARTMENT for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.
37. A. 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. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. 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. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statutes.
1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.
  3. All subcontracts are subject to the provisions of paragraph 14 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
38. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to

offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.

39. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
40. The DEPARTMENT may at any time, by written order designated to be a change order, make any change minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of, a modification of deliverable due dates when such change does not involve an extension of contract, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.
41. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
42. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
43. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall 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, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. 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 third party approvals through no fault of the LOCAL SPONSOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that 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 Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
44. 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 undersigned have signed and executed this Agreement on the respective dates under their signatures:

NASSAU COUNTY BOARD OF COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
Title: Chairman

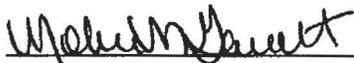
By:   
Department of Environmental Protection  
Secretary or designee

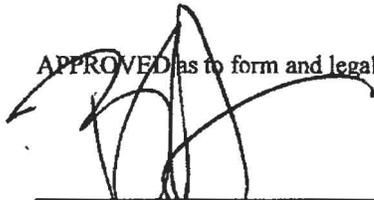
Date: 11-25-14

Date: 12-3-2014

FEID No. 59-1863042

  
Department of Environmental Protection  
Grant Program Administrator

  
Local Sponsor's Attorney  
(if necessary)

APPROVED as to form and legality:  
  
Department of Environmental Protection  
Attorney

\*If someone other than the Chairman signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 pages)
Attachment	B	Funding Eligibility (1 page)
Attachment	C	Contract Payment Requirements (1 page)
Attachment	D	Request For Payment, Parts I - IV (4 pages)
Attachment	E	Project Completion Certification (1 page)
Attachment	F	Special Audit Requirements (5 pages)

MES  
11-26-14

**ATTACHMENT A  
GRANT WORK PLAN**

**Project Title:** South Amelia Island Shore Stabilization Project (SAISSP).

**Project Location:** This is a 3.3 mile segment of critically eroded beach along the southern portion of Amelia Island (R60-R80).

**Project Background:** This is a 3.3 mile segment of critically eroded beach along the southern portion of Amelia Island, including the South Amelia Island Shoreline Stabilization Association and the Amelia Island State Park. The non-federal **South Amelia Island Beach Restoration Project (R60-R80)** was restored in 1994 and nourished in 2002. The construction of a 1,600-ft rock terminal groin, a 375-ft detached rock breakwater, and a 120-ft rock groin at the AIA bridge was completed in 2004-2005. The current PROJECT includes the design, engineering, construction and post-construction monitoring of the 2011 nourishment.

The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable DEPARTMENT permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2004) and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. The monitoring standards and GIS guidelines may be found at <http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf> . One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.

**Project Description:**

The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.

**2.0 Design and Permitting**

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

**Performance Standard:** All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

**2.1 Engineering Services**

**Deliverable A:** Design of the 2011 nourishment, including modeling, analysis, plans and specs, and permit application verified by the Permit application and Notice of Commencement.

Total Cost: \$356,945.00 (DEP cost \$139,958.13).

Due Date: January 1, 2016.

Deliverable 2.1A has been completed and approved by the DEPARTMENT.

**3.0 Construction**

Work performed and costs associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

**Performance Standard:** Work products (Deliverables) must meet acceptance standards of the engineer, building code inspector, Joint Coastal Permit, or a combination of these, as required, to assure all project-related construction is completed to desired specifications.

**3.1 Construction (Inspection & Contract Management)**

Deliverable A: Construction observation and management of the 2011 nourishment, as verified by the Project completion certificate.

Total Cost: \$470,882.00 (DEP cost \$184,632.83).

Due Date: January 1, 2016.

Deliverable 3.1A has been completed and approved by the DEPARTMENT.

**3.2 Construction (Nourishment)**

Deliverable A: Beach fill as documented by the As-built/pay surveys from the dredging contractor in post-construction report.

Total Cost: \$9,528,927.14 (DEP cost \$3,736,292.33).

Due Date: January 1, 2016.

Deliverable 3.2A has been completed and approved by the DEPARTMENT.

**3.3 Federal Beach Disposal AIWW Liaison (2012-13)**

Deliverable A: Construction oversight letter report for the federal disposal of dredge material from the Atlantic Intercostal Water Way, placed within the project fill template.

Total Cost: \$56,511.00 (DEP cost \$22,157.96).

Due Date: January 1, 2016.

Deliverable 3.3A has been completed and approved by the DEPARTMENT.

**3.4 Tilling & Escarpment Removal**

Deliverable A: 2012 Tilling and escarpment removal, as verified by the project completion certification.

Total Cost: \$44,302.50 (DEP cost \$17,371.01).

Due Date: January 1, 2016.

Deliverable 3.4A has been completed and approved by the DEPARTMENT.

Deliverable B: 2013 Tilling and escarpment removal, as verified by the project completion certification.

Total Cost: \$22,012.50 (DEP cost \$8,631.10).

Due Date: January 1, 2016.

Deliverable 3.4B has been completed and approved by the DEPARTMENT.

Deliverable C: 2014 Tilling and escarpment removal, as verified by the project completion certification.

Total Cost: \$23,322.50 (DEP cost \$9,144.75).

Due Date: January 1, 2016.

Deliverable 3.4C has been completed and approved by the DEPARTMENT.

**4.0 Monitoring**

A post-construction will be monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A 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 that will coordinate the monitoring activities with the Department's Regional Coastal Monitoring Program.

**Performance standard:** All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

**4.1 2013 Monitoring (Year-2)**

Deliverable A: Physical Monitoring Report and Biological (Turtle/Shorebirds) Monitoring data.

Total Cost: \$228,370.00 (DEP cost \$89,543.88).

Due Date: January 1, 2016.

**4.2 2014 Monitoring (Year-3)**

Deliverable A: Physical Monitoring Report and Biological (Turtle/Shorebirds) Monitoring data.

Total Cost: \$143,332.87 (DEP cost \$56,200.82).

Due Date: January 1, 2016.

**NOTE:** The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance. All Task are Contractual Services.

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**ATTACHMENT B**

**FUNDING ELIGIBILITY**

**SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT – NASSAU COUNTY, FL**

Project Boundary: R-55 to R-82 (monitoring limits)  
Approximate Shoreline Length: 18,349 ft.

Project Boundary: R60 to R79  
Approximate Shoreline Length: 18,349 feet

**Public Access**

Burney Park\*  
South End Beach Access  
South Amelia Island State Park

**Parking Spaces**

100+  
25  
100+

**Qualifying Public Lodging**

Amelia Island Plantation Resort  
Amelia and Seaside Retreat  
Residence

**Qualifying Length (ft.)**

4,850  
63  
75

**Areas determined to be Critically Eroded for project**

R60 to R79

**Length (ft.)**

18,349

**Areas determined to be publicly accessible and Critically Eroded**

R60 to 406 feet north of R62  
406 feet north of R62 to 182 feet north of R67  
460 feet north of R70 to 311 feet south of R71  
311 feet south of R71 to 449 feet south of R71  
283 feet north of R73 to R79

**Length (ft.)**

1,592  
4,850  
1,776  
138  
6,032

Total eligible shoreline length: 14,388 feet  
Total project shoreline length: 18,349 feet

**Percent of eligible shoreline length for State funding: 78.42%**  
**State Cost Share for grant: 39.21% (calculations provided by FDEP)**

**ATTACHMENT C**  
**Florida Department of Environmental Protection**  
**DEP 55-219 Contract Payment Requirements**

**Required Signatures: No Signature**

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Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- 
- |              |   |
|--------------|---|
| (1) Salaries | A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable. |
|--------------|---|
- 
- |                     |   |
|---------------------|---|
| (2) Fringe Benefits | Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.<br><br>Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits. |
|---------------------|---|
- 
- |            |   |
|------------|---|
| (3) Travel | Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher. |
|------------|---|
- 
- |                        |  |
|------------------------|--|
| (4) Other direct costs | Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State. |
|------------------------|--|
- 
- |                      |   |
|----------------------|---|
| (5) In-house charges | Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable. |
|----------------------|---|
- 
- |                    |   |
|--------------------|---|
| (6) Indirect costs | If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown. |
|--------------------|---|
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The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm).

ATTACHMENT D

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART I

PAYMENT SUMMARY

NAME OF PROJECT: SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT

LOCAL SPONSOR: NASSAU COUNTY BOARD OF COMMISSIONERS DEP Agreement Number: 14NA1

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

Billing Type:  Interim Billing  Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

\*if applicable

Cost Summary:

State Funds Obligated \$ \_\_\_\_\_

Less Advance Pay \$ \_\_\_\_\_

Less Previous Payment \$ \_\_\_\_\_

Less Previous Retained \$ \_\_\_\_\_

Less This Payment \$ \_\_\_\_\_

Less This Retainage (10%) \$ \_\_\_\_\_

State Funds Remaining \$ \_\_\_\_\_

Local Funds Obligated \$ \_\_\_\_\_

Less Advance Pay \$ \_\_\_\_\_

Less Previous Credits \$ \_\_\_\_\_

Less This Credit \$ \_\_\_\_\_

Local Funds Remaining \$ \_\_\_\_\_



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART III  
PROJECT PROGRESS REPORT**

NAME OF PROJECT: SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT

LOCAL SPONSOR: NASSAU COUNTY BOARD OF COMMISSIONERS    DEP Agreement Number: 14NA1

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

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.)

Task    Eligible Project

No:    Item:

(SEE EXAMPLE)

**2.0    DESIGN AND PERMITTING**

    2.1 Engineering Services

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**3.0    CONSTRUCTION**

    3.1 Construction Observation and Management for 2011 Nourishment

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    3.2 Construction of the 2011 Nourishment

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    3.3 Federal Beach Disposal AIWW Liaison (2012-13)

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3.4 Tilling & Escarpment Removal

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**4.0 MONITORING**

4.1 2013 Monitoring (Year-2)

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4.2 2014 Monitoring (Year-3)

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**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
CERTIFICATION OF DISBURSEMENT REQUEST  
REQUEST FOR PAYMENT – PART IV**

NAME OF PROJECT: SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT

LOCAL SPONSOR: NASSAU COUNTY BOARD OF COMMISSIONERS      DEP Agreement Number: 14NA1

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

Certification: I certify that this billing is correct and is based upon actual obligations of record by the LOCAL SPONSOR; 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, Beach Management Funding Assistance Program'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. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the grant work plan.

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

**ATTACHMENT E**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
PROJECT COMPLETION CERTIFICATION**

NAME OF PROJECT: SOUTH AMELIA ISLAND SHORE STABILIZATION PROJECT

LOCAL SPONSOR: NASSAU COUNTY BOARD OF COMMISSIONERS

DEP Agreement Number: 14NA1

Task Completion

Project Completion

\*I hereby certify that the above mentioned project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

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Name of Project Manager

Signature of Project Manager

Date



**Florida Department of Environmental Protection**  
**ATTACHMENT F**  
**(SPECIAL AUDIT REQUIREMENTS)**

Required Signatures: ~~Signature~~

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The administration of resources 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 attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., 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 Chief Financial Officer 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 \$500,000 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 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 resources 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 of 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 \$500,000 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 \$500,000 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 resources (i.e., the cost of such an audit must be paid from recipient resources 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://12.46.245.173/cfda/cfda.html>.



**Florida Department of Environmental Protection**  
**ATTACHMENT F**  
**(SPECIAL AUDIT REQUIREMENTS)**

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**PART II: STATE FUNDED**

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 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 Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
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 financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance 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 \$500,000 in state financial assistance 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 the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity'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). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages 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, by or on behalf of the recipient directly to each of the following:



**Florida Department of Environmental Protection**  
**ATTACHMENT F**  
**(SPECIAL AUDIT REQUIREMENTS)**

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- 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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- 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 the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages 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 the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

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

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32990-1450



**Florida Department of Environmental Protection**  
**ATTACHMENT F**  
**(SPECIAL AUDIT REQUIREMENTS)**

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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 the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

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, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General 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, Chief Financial Officer, or Auditor General 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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**Florida Department of Environmental Protection**

**ATTACHMENT F  
(SPECIAL AUDIT REQUIREMENTS)**

**EXHIBIT - 1**

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

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

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

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

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Ecosystem Management and Restoration Trust Fund, Item # 1626	2013-2014	37.003	Beach Management Funding Assistance Program	\$89,637.50	140126
Original Agreement	Ecosystem Management and Restoration Trust Fund, Item # 1653	2014-2015	37.003	Beach Management Funding Assistance Program	\$4,174,295.32	140126

<b>Total Award</b>					<b>\$4,263,932.82</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. 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.

EXHIBIT B

A G R E E M E N T

THIS AGREEMENT entered into this 13th day of March, 2000, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "SAISSA".

WHEREAS, pursuant to Ordinance 93-14, as amended, the County created the South Amelia Island Municipal Benefit Services Unit, hereinafter referred to as the "MSBU", for the purpose of undertaking and financing a beach re-nourishment project within the boundaries of the MSBU as described in that Ordinance as the "Project"; and

WHEREAS, Ordinance 93-14, as amended, authorizes the County to enter into contracts with other persons, including SAISSA, to carry out the purposes of that Ordinance and the MSBU, including the administration of the Project; and

WHEREAS, it is in the best interest of the County to enter into an Agreement with the SAISSA setting forth the terms and conditions under which the SAISSA will provide services pertaining to the administration, management, and oversight of the Project.

NOW, THEREFORE, FOR and IN CONSIDERATION of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1) The SAISSA shall, on behalf of the County, be the project manager for the Project and shall be responsible for the administration, management, oversight, and supervision of the Project. The County shall pre-approve any and all costs associated with the provision of these services.

2) SAISSA may employ, engage, or retain such individuals, firms, corporation(s), or other persons as it may deem necessary, subject to budget approval, to carry out its duties and responsibilities under this Agreement, provided, however, that any such services by person other than the SAISSA shall be subject to the direction and control of the SAISSA, and no agency or other relationship is established between the County and such persons. The results and work product of such persons shall be delivered to the SAISSA and shall be subject to review and inspection by the County. The SAISSA shall hold the County harmless from any and all liability to any such persons, firms, or corporations.

3) The County shall be responsible for securing a firm or firms to prepare the annual Assessments and rolls each year.

4) SAISSA shall follow the bid procedures and policies of the County for work performed pursuant to this Agreement and provide documentation indicating that the policies and procedures were followed. The bid procedures are attached hereto as Exhibit "A".

5) SAISSA shall follow the County's policy for notification of meetings and shall provide documentation that said requirements were followed. The County policy (Press Notification - Checklist) is attached hereto as Exhibit "B". All meetings shall be open to the public and advertised at least two weeks prior to each meeting.

6) SAISSA shall submit an annual budget to the Board of County Commissioners on or before June 1 of each year. The budget will be advertised and considered at a public hearing simultaneously with the County budget.

#### ARTICLE II - TERM

This Agreement shall become effective on March 13, 2000, and shall expire at the end of the term of the bonds, unless this Agreement is otherwise earlier canceled as provided herein, or unless extended by written agreement of the parties.

ARTICLE III - COMPENSATION

1) (a) The County shall pay to the SAISSA, and the SAISSA shall accept from the County as full consideration for its services under Article I Paragraph 1 of this Agreement, a fee in the amount of \$10.00, plus reasonable out-of-pocket expenses.

(b) The parties recognize and acknowledge that the SAISSA may retain other persons or firms from time to time to assist in providing the services hereunder, and the responsibility to pay the fees of such persons or firms is with the SAISSA, unless the County has specifically agreed to pay such fees over and above the fee to be paid to SAISSA. No other costs or expenses incurred by the SAISSA or on its behalf shall be chargeable to and/or paid by the County unless specifically authorized under this Agreement.

2) If additional services by the SAISSA beyond those described in Article I, Paragraph 1, are authorized by the County, the fees for providing such additional services shall be over and above those fees described in Article III, Paragraph 1, and shall be agreed upon in writing in accordance with applicable law by the SAISSA and the County before such services are rendered.

ARTICLE IV - PAYMENTS

1) During the term of this Agreement, the SAISSA shall submit to the County once per month an invoice describing the services rendered by the SAISSA pursuant to this Agreement, and the fees for such services, plus out-of-pocket costs incurred by the SAISSA for which reimbursement is requested.

2) Upon receipt of such invoice and in accordance with the requirement of the Florida Prompt Payment Act (Part VII, Chapter 218, Florida Statutes), the County shall make payment of the fees and reimbursable costs to the SAISSA, or directly to the provider, once the invoice has been approved by the SAISSA and the County.

#### ARTICLE V - CANCELLATION OF AGREEMENT

This Agreement may be cancelled by either party on ninety (90) days advance written notice of the other at its address as provided herein.

#### ARTICLE VI - RECORDS

1) The SAISSA shall maintain such records and accounts including property, personnel, and financial records, as are necessary to appropriately evidence the fees and costs incurred by the SAISSA in performing the services described in Article I of this Agreement. Such records shall be available for inspection at the SAISSA

office by the County and/or its representatives at all reasonable times and under all reasonable conditions.

2) All detailed reports, plans, brochures, or publications, prepared or obtained by the SAISSA in conjunction with performing the services described in Article I of this Agreement shall, upon payment of the SAISSA invoice, pursuant To Article IV, shall be deemed to have been purchased by and shall become the property of the County.

#### ARTICLE VII - NO AGENCY RELATIONSHIP

The SAISSA is not the agent, sub-agent, or representative of the County. This Agreement shall not make the County liable to any person, firm, corporation, or others who contract with or who provide goods and/or services to the SAISSA in connection with the services it has agreed to perform hereunder or otherwise, or for debts or claims accruing to such parties against the SAISSA. There is no contractual relationship, either express or implied, between the County and any person, firm corporation, or others supplying any work, labor, services, goods, or materials to the SAISSA as a result of its services to the County hereunder or otherwise.

#### ARTICLE VIII - SUBCONTRACTS

The terms of any services subcontracted hereunder by the SAISSA shall be specified by written contract or agreement and shall be subject to the provisions of this Agreement.

ARTICLE IX - INDEMNIFICATION

1) The SAISSA shall defend, hold harmless, and indemnify the County from and against any and all liability, injury, loss, claims, damages, costs, attorney's fees, and expenses of whatever kind or nature which the County may sustain, suffer, or incur or be required to pay by reason of the loss of any monies paid to the SAISSA, by fraud, defalcation, or dishonesty on the part of any person representing or employed by the SAISSA, or by reason or as a result of any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default, on the part of the SAISSA in providing the services contemplated by the Agreement, provided that such indemnification by the SAISSA shall not extend to any damages, losses, claims, costs, or other expenses incurred by the County to the extent such are the result of acts or omissions of the County of any officer, employee, or agent thereof.

2) In the event that any action, suit, or proceeding is brought against the County based upon any matter for which SAISSA has agreed to indemnify the County, then,

within five (5) business days, the County shall give notice in writing thereof to the SAISSA. Upon the receipt of such notice, the SAISSA, at its own expense, shall defend against such action and take all such steps as may be necessary or proper or be responsible for the legal fees and costs of the County. The County shall have the option of having SAISSA's attorneys represent the County or of having counsel of the County's choosing represent the County.

3) The County agrees to defend the validity of this Agreement and will not deny the existence, validity, legality, or enforceability thereof.

#### ARTICLE X - AUDIT

The Clerk of the Court or his designee shall have the authority to audit any and all books of SAISSA pertaining to this Agreement.

All records shall be open for inspection by the Clerk or his designee at mutually agreed upon times and all records shall be available to the public.

#### ARTICLE XI - NON-ASSIGNABILITY

The SAISSA may not assign this Agreement without the prior written consent of the County.

#### ARTICLE XII - MODIFICATION OR AMENDMENT

This Agreement may not be modified, amended, or extended, except with the written consent of both parties.

ARTICLE XIII - HEADINGS

All Article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XIV - NOTICES

1) Notice to the County shall be mailed to Post Office Box 1010, Fernandina Beach, FL 32035.

2) Notice to the SAISSA shall be mailed to Post Office Box 3000, Fernandina Beach, FL 32035.

ARTICLE XV - MEMBER

The Clerk of the Court or his designee shall be a member of the Board as an ex-officio member.

ARTICLE XVI - ADA

SAISSA shall conduct any and all meetings at a facility that meets the requirements of the Florida Accessibility Code.

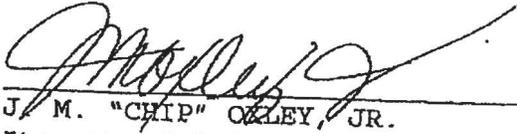
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



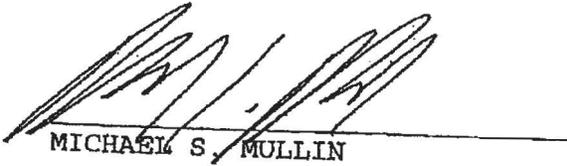
NICK D. DEONAS  
Its: Chairman

ATTEST:



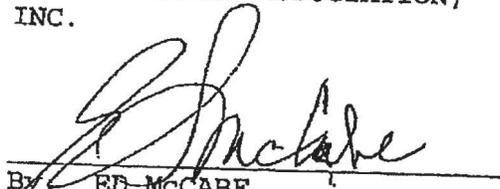
J. M. "CHIP" OZLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSOCIATION,  
INC.



By: ED MCCABE  
Its: President

f:saissa-agmt

CM1088

ADDENDUM TO THE  
AGREEMENT  
BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA  
AND  
THE SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC.

WHEREAS, an Agreement was entered into on the 13<sup>th</sup> day of March, 2000, by and between the Board of County Commissioners of Nassau County, Florida, and the South Amelia Island Shore Stabilization Association, Inc. (SAISSA); and

WHEREAS, the agreement set forth the terms and conditions under which the SAISSA will provide services pertaining to the administration, management, and oversight of the beach renourishment project within the boundaries of the South Amelia Island Municipal Services Benefit Unit (MSBU) created pursuant to Ordinance No. 93-14, as amended; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has found it necessary to amend said agreement to extend the term of said agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), on the 22nd day of July, 2002, the parties agree to amend Article II - Term as follows:

ARTICLE II - TERM

This Agreement shall become effective on March 13, 2000, and shall expire at the end of the term of the ~~bonds~~ bank financing provided by Compass Bank, unless this Agreement is otherwise earlier canceled as provided herein, or unless extended by written agreement of the parties.

All other provisions of the Agreement attached hereto as Exhibit "A" shall remain in full force and effect.

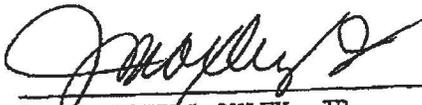
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



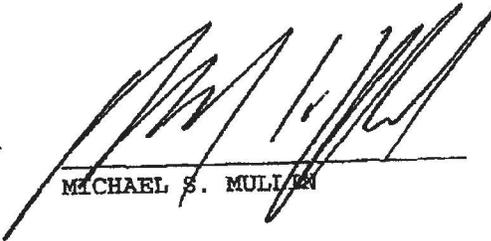
NICK D. DEONAS  
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MULLIN

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSOCIATION, INC.



ED McCABE  
Its: President

SECOND ADDENDUM TO THE  
AGREEMENT  
BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA  
AND  
THE SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC.

WHEREAS, an Agreement was entered into on the 13<sup>th</sup> day of March, 2000, by and between the Board of County Commissioners of Nassau County, Florida, and the South Amelia Island Shore Stabilization Association, Inc. (SAISSA); and

WHEREAS, the agreement set forth the terms and conditions under which the SAISSA will provide services pertaining to the administration, management, and oversight of the beach renourishment project within the boundaries of the South Amelia Island Municipal Services Benefit Unit (MSBU) created pursuant to Ordinance No. 93-14, as amended; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has found it necessary to amend said agreement to extend the term of said agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the terms and conditions herein set forth, on the 29th day of November, 2010, the parties agree to amend Article II - Term as follows:

ARTICLE II - TERM

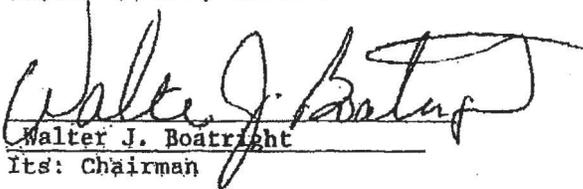
This Agreement shall become effective on March 13, 2000, and shall ~~expire at the end of the term of the bank financing provided by Compass Bank, unless this Agreement is otherwise earlier continue indefinitely until canceled as provided herein, or unless extended by written agreement of the parties pursuant~~

to the provisions of Article V of the original agreement entered into on March 13, 2000.

All other provisions of the Agreement attached hereto as Exhibit "A" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

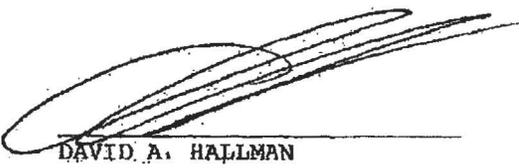
  
Walter J. Boatright  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MDS  
11-24-10

Approved as to form by the  
Nassau County Attorney:

  
DAVID A. HALLMAN

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSOCIATION, INC.

  
MARY BRANNEN  
Its: President