

**AMENDMENT NO. 1
TO AGREEMENT NO. 17NA1
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
NASSAU COUNTY**

This Amendment to Agreement No. 17NA1 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Nassau County, 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the South Amelia Island Beach Nourishment Project, effective January 25, 2018; and

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

WHEREAS, the Local Sponsor has requested additional time to complete the project, and the Department has agreed to the request.

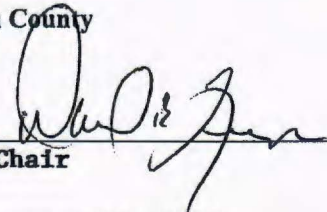
NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for a 12-month period to begin April 1, 2020, and remain in effect until March 31, 2021. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 3) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Nassau County

Florida Department of
Environmental Protection

By: 
Title: **Chair**

By: 
Secretary or Designee

Date: August 19, 2020

Date: 09/09/2020

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Grant Work Plan (4 pages)

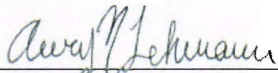
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MES
08-19-20

ORCP Additional Signatures

Andrew Briscoe Digitally signed by Andrew Briscoe
Date: 2020.08.20 14:29:57 -04'00'

Andrew Briscoe, DEP Grant Manager


Avery Lehmann, DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

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

PROJECT TITLE: South Amelia Island Beach Nourishment.

PROJECT LOCATION: This is a 3.4-mile segment of critically eroded beach between Department of Environmental Protection (Department/DEP) reference monuments R60 – R80 along the southern portion of Amelia Island in Nassau County.

PROJECT BACKGROUND: The South Amelia Island Shore Stabilization project consists of approximately 3.4 miles of shoreline between DEP Monuments R60 – R80 in Nassau County. Restoration was completed in 1994 with subsequent placement of sand dredged from the Atlantic Intracoastal Waterway (AIWW) following in 1997 and 2001. Nourishment was completed in 2002 with cost sharing between the South Amelia Island Shore Stabilization Association (SAISSA) and FDEP's Division of Recreation and Parks. Construction of a terminal groin and breakwater was completed in 2005. Nourishment was completed again in 2011. Sand search for the next full nourishment is underway and federal dredging of AIWW is planned for FY2018-19 with disposal in the project template.

PROJECT DESCRIPTION: The Project consists of design and permitting work, including geophysical, environmental, and cultural resource surveys for both the borrow area and the beach, as well as ongoing monitoring work in compliance with project permits.

PROJECT ELIGIBILITY: The Department has determined that between 39.21% and 40.80% (depending on the individual task) of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$444,132 for this Project or up to 40.80% percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share.

The Grantee will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

Pursuant to Sections 161.091 - 161.161, Florida Statutes (F.S.), the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program; and

Pursuant to 62B-36.005(1)(d), Florida Administrative Code (F.A.C.), the Grantee has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved Scope of Work for an eligible Project item. The monitoring standards may be found at:

<http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf>.

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP or FDEP – Florida Department of Environmental Protection
 FWC – Florida Fish and Wildlife Conservation Commission
 FWS – United States Fish and Wildlife Service
 JCP – Joint Coastal Permit
 RAI – Request for Additional Information
 USACE – United States Army Corps of Engineers

For the purpose of this Attachment A, Grant Work Plan, the term “Grantee” and “Local Sponsor” will be used interchangeably.

TASKS and DELIVERABLES:

For tasks as specified in this workplan, 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 be approved by the Department as to content, deliverables, and schedule prior to incorporating into Attachment 3, as an amendment or change order to this Agreement.

Deliverables listed below are to be completed by the Local Sponsor or submitted to the Department by the due date listed in this Work Plan. The Deliverable due by dates established in this Grant Work Plan indicate the time by which a Deliverable is received. The dates do not necessarily correspond with permit required due by dates. The Local Sponsor must meet the terms of the permit for compliance. The Department shall provide review and comment/approval of each Deliverable prior to reimbursement.

The Department's Project Manager shall have thirty (30) calendar 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.

Task: Design

Task Description: The Grantee will acquire professional services for the engineering and design of the Project such as coastal engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, sediment studies, inlet studies, environmental analyses, orthophotography, plan formulations and for obtaining environmental permits and other Project-related authorizations.

Deliverable D1: Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating % of design completion representing time period covered in the payment request. 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

Task: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with section. 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes a monitoring program conducted in accordance with the requirements specified in any and all permits issued by State or Federal agencies. A monitoring scope of work must be developed in a manner which will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the Project area and with the Department's Regional Coastal Monitoring Program. All data and analysis will be presented in a Department-approved format per the scope of work

Deliverable M1: Year-Five (2016) and Year-Seven (2018) Post-Construction Physical Monitoring Report and Profile survey data, submitted in Department format and in accordance with JCP 0187721-010-JC.

Deliverable M2: Year-Five (2016), Year-Six (2017), and Year-Seven (2018) permit-required shorebird monitoring survey data submitted in FWC/Department format and in accordance with JCP 0187721-010-JC and USACE DA Permit 2001-03870-PRJ (electronic format).

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Federal and State permits (JCP Permit #0187721-010-JC) will not be eligible for reimbursement. All deliverables must have an approved scope of work prior to reimbursement.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	DEP	Local	Total
1	Design and Permitting	39.21%	\$312,062.40	\$483,812.10	\$795,874.50
2	Monitoring	40.80%	\$132,069.60	\$191,630.40	\$323,700.00
	TOTAL PROJECT COSTS		\$444,132.00	\$675,442.50	\$1,119,574.50

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date	Deliverable Due Date
1	Design and Permitting	Contractual Services	\$312,062.40	1/1/2016	03/31/2021	03/31/2021
2	Monitoring	Contractual Services	\$132,069.60	1/1/2016	03/31/2021	03/31/2021
Total:			\$444,132.00			

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
 REVISED REQUEST FOR PAYMENT – PART II**

REIMBURSEMENT DETAIL

Name of Project:							Billing#	DEP AGREEMENT NUMBER			Billing Period: (1)					Individual completing form & telephone Number (2)	
Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task # (3)	SOW # (3)	Invoice Amount (4)	% Fed Share (5)	Federal Share of Invoice Amount (6)**	Eligible Amount	% State Share (8)	State Share (9)	Local Share (10)	Retainage Payment (11)	Withheld Retainage (12)	State Payment (13)	
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Totals:							-		-	-		-	-	-	-	-	-
											Total Due to Local Sponsor (14)						