

CM 3139-A1
CM3139-A1

CS-22-264

**AMENDMENT NO. 1
TO AGREEMENT NO. LPA0237
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
AMERICAN BEACH WATER AND SEWER DISTRICT**

This Amendment to Agreement No. LPA0237 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the American Beach Water and Sewer District (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Nassau County American Beach Well and Septic Phase Out (Project), effective February 15, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement to continue coordination and planning efforts pertaining to the connection to central sewer program; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan and a budget reallocation for the Project; and,

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

NOW THEREFORE, the parties agree as follows:


1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to April 30, 2025. 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 3-1, 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 3-1, Revised Grant Work Plan.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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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.

AMERICAN BEACH WATER AND SEWER DISTRICT

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 

 Authorized Signature

By: _____
 Secretary or Designee

Klynt Farmer, Chairman
 Print Name and Title

Angela Knecht, Division Director
 Print Name and Title

Date: 6-26-23

Date: _____

 Jillian Bates, DEP Grant Manager

 Gabby Vega-Molnar, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

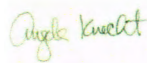
<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan

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.

AMERICAN BEACH WATER AND SEWER DISTRICT

By: 
Authorized Signature

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 
Secretary or Designee
Digitally signed by Angela Knecht
Date: 2023.07.18 14:48:01 -04'00'

Klynt Farmer, Chairman
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: 6-26-23

Date: _____


Jillian Bates, DEP Grant Manager
Digitally signed by Jillian Bates
Date: 2023.07.18 13:36:03 -04'00'

Nathan Jagoda
Nathan Jagoda, DEP QC Reviewer
Digitally signed by Nathan Jagoda
Date: 2023.07.18 14:25:09 -04'00'

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Nassau County American Beach Well and Septic Tank Phase Out

PROJECT LOCATION: The Project will be located in American Beach, on Amelia Island, within Nassau County; Lat/Long (30.574, -81.447). See Figure 1 for a Location Map.

PROJECT BACKGROUND: American Beach abuts the Atlantic Ocean and is located between two aquatic preserves, the Nassau River-St Johns River Marshes Aquatic Preserve and Fort Clinch Aquatic Preserve. The community has established abandonment of septic systems and private wells, and connection to municipal water and wastewater services as a priority community need. This Project is part of comprehensive effort to eliminate existing poor-quality wastewater systems discharging into the groundwater area on Amelia Island. The elimination of the use of wells and septic tanks, along with sewage seepage, will reduce the nutrient loading in stormwater, ground water, surface water and mitigate the risk of red tide to the area. The community is also in urgent need of public water fire protection service. Nassau County has engaged its governmental partner, the Florida Governmental Utility Authority (FGUA), to undertake infrastructure improvements to mitigate the negative environmental impacts of existing private systems and construct new municipal water distribution and wastewater collection infrastructure serviced by the nearby Nassau Amelia Utility (NAU) plants.

New public water supply can be made available to the community from four existing water main connection locations from the NAU adjacent to the community. Among the existing 311 parcels within the community, there are approximately 147 developed parcels which appear to be serviced by individual on-site private groundwater wells. Of the remaining 164 parcels, there are 24 parcels currently connected to the existing NAU system and 140 vacant parcels which would benefit from the new service.

PROJECT DESCRIPTION:

This Project includes providing staff support to a water/wastewater special service district and creating a special assessment program in order to generate local funds to leverage and augment variety of funding sources, including the State Revolving Fund, to execute the construction of water and wastewater lines in Historic American Beach. This will include grant/loan management activity to secure funding. The purpose of this project is to facilitate the conversion from well and septic systems to public water and sewer which will serve Historic American Beach, allowing the residents to abandon their existing septic tanks and wells to eliminate sewage seepage into the soil and ground water and mitigate the future risk of red tide to the area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Task #1: Project Management

Deliverables: The Grantee will develop a special property assessment program and implement it to generate the required local sponsor funds to meet state loan obligations, provide public engagement, pursue additional external grant and loan funds for the project, staff a community advisory board, fulfill special district requirements, develop property owner hardship assistance guidelines and overall coordination of project activities.

Documentation: The Grantee will submit: 1) contractor/staff time documentation with activity description, subcontractor invoicing and supporting materials to substantiate reimbursements.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #2: Connection to Central Sewer and Water

Deliverables: To the extent time and funds permit the Grantee will properly abandon the septic and potable water systems and wells and connect willing residences and commercial buildings to a central sanitary sewer systems for wastewater treatment and public water by the Nassau Amelia Utility, along with contributing funding to the water and sewer capital project budget reducing individual property assessments required for the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) documentation of guidelines developed to assist property owners with assessment and connection costs; 3) a list of addresses and types of the properties seeking hardship assistance; evidence of any assistance rendered during the grant period and 4) evidence of capital contributions to reduce property assessments

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #3: Design and Permitting

Deliverables: The Grantee will complete the preliminary conceptual project design and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Project Management	Contractual Services	\$350,000.00	07/01/2021	10/31/2024
2	Connection to Central Sewer and Water	Miscellaneous / Other Expenses	\$62,852.48	07/01/2021	10/31/2024
3	Design and Permitting	Contractual Services	\$187,147.52	07/01/2021	10/31/2024
Total:			\$600,000.00		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Location Map

