

**AMENDMENT NO. 2
TO AGREEMENT NO. 17IR2
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
INDIAN RIVER COUNTY**

This Amendment to Agreement No. 17IR2, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Indian River County, 1801 27th Street, Building A, Vero Beach, FL 32960 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Wabasso (Indian River Sector 3) Beach Restoration effective February 26, 2018; and

WHEREAS, the Grantee 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 20 month period to begin April 30, 2021, and remain in effect until December 31, 2022. 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-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
- 3) The following provision hereby replaces Attachment 1, Section 24 of the Agreement:

Scrutinized Companies.

- A. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - B. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- 4) 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.

Indian River County

Florida Department of Environmental Protection

By: Joseph E. Flescher
Chairman - Joseph E. Flescher



By: Alex Reed
Secretary or Designee Alex Reed, Director
Office of Resilience and Coastal Protection

Date: May 18, 2021

Date: 06/02/2021

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

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

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
BY: William K. Debraal
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY

**Attest: Jeffrey R. Smith, Clerk of
Circuit Court and Comptroller**
By: Randi Wardlaw
Deputy Clerk

ORCP Additional Signatures

Patricia Wagner Digitally signed by Patricia Wagner
Date: 2021.05.28 13:42:41 -04'00'

DEP Grant Manager

Avery Lehmann Digitally signed by Avery Lehmann
Date: 2021.05.28 14:45:04 -04'00'

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

**ATTACHMENT 3-B
SECOND REVISED GRANT WORK PLAN**

PROJECT TITLE: Wabasso (Indian River Sector 3) Beach Restoration

PROJECT LOCATION: The Project is located between Department of Environmental Protection (DEP) reference monuments R20 and R51.3 along the Atlantic Ocean in Indian River County.

PROJECT BACKGROUND: The Wabasso (Indian River Sector 3) Beach Restoration Project consists of restoration of approximately 6.1 miles of shoreline between DEP Monuments R20 and R51.3 in Indian River County. Phase I of the construction was completed in 2010 and Phase II was completed in 2012. Due to damages sustained during Hurricane Sandy minor emergency repairs were constructed in 2012 and a full storm repair project was constructed in the winter of 2014/2015. Sector 3 was impacted from Hurricanes Matthew (2016) and Irma (2017) necessitating additional design and permitting for the repair of the entire project area.

PROJECT DESCRIPTION: The Project consists of permit required monitoring and design.

PROJECT ELIGIBILITY: The Department has determined that 100 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 \$446,551.30 for this Project or up to 50 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 parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, F.A.C.

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

Pursuant to Sections 161.091 - 161.161, 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
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission

TASKS and DELIVERABLES:

For all tasks identified below, the Local Sponsor will provide detailed scopes of work or a letter requesting advance payment, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: 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 monitoring contractor 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 consultant's 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 activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 2: Design

Task Description: The Local Sponsor 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. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion including documentation of submittal affirming that the final design document was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	DEP	Local	Total
1	Monitoring	50.00%	\$125,000.00	\$125,000.00	\$250,000.00
2	Design	50.00%	\$321,551.30	\$321,551.30	\$643,102.60
	COSTS		\$446,551.30	\$446,551.30	\$893,102.60

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	Monitoring	Contractual Services	\$125,000.00	01/01/2018	09/30/2022	09/30/2022
2	Design	Contractual Services	\$321,551.30	01/01/2018	09/30/2022	09/30/2022
		Total:	\$446,551.30			