

**AMENDMENT ONE
TO GRANT AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
INDIAN RIVER COUNTY, FLORIDA**

WHEREAS, on January 25, 2019, the State of Florida, Department of Economic Opportunity (“DEO”), and Indian River County, Florida (“Grantee”), entered into Grant Agreement #P0307 (“Agreement”) for the Grantee to undertake a project described in the Agreement.

WHEREAS, Section D., Renegotiation or Modification, of the Agreement provides that any modification to the Agreement must be in writing, and executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Attachment 1, SCOPE OF WORK, Section 2. Project Description, is hereby deleted in its entirety and replaced with the following:

Grantee shall plan and construct a living shoreline demonstration site within Round Island Park to enhance the existing living shoreline and provide public education on the benefits of living shorelines.

2. Attachment 1, SCOPE OF WORK, Section 3. Grantee’s Responsibilities, is hereby deleted in its entirety and replaced with the following:

Grantee shall timely perform the Deliverables and Tasks described in this Section 3. Grantee’s Responsibilities and in Section 5. Deliverables below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement.

A. Deliverable 1. Grantee shall plan and construct a living shoreline demonstration site, and shall enhance the habitat and educational value of the site through removal of exotic plant species and replanting with native plants.

B. Deliverable 2. Grantee shall design and install educational signage about living shorelines and their importance for a healthy estuarine system. A minimum of two (2) educational videos shall be created and linked to the educational signage via Quick Response Codes (“QR codes”).

3. The table in Attachment 1, SCOPE OF WORK, Section 5. Deliverables, is hereby deleted in its entirety and replaced with the following:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Grantee shall design and construct a demonstration site to enhance the existing living shoreline in accordance with Section	Completion of Deliverable 1 as evidenced by submission of the following: 1. Printed copy of a conceptual site plan. 2. Photographs and/or video taken during the construction	\$9,500	As provided in Section 12 of this Scope of Work, below.

<p>3.A. of this Scope of Work.</p> <p>Deliverable due date: May 17, 2019</p>	<p>process and after construction is complete showing exotic vegetation removal and native vegetation replanting.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available. If deliverables are submitted on USB or CD/DVD, Grantee shall provide two (2) complete sets of deliverables on two (2) separate USBs or two (2) CD/DVDs.</p>		
<p>Deliverable 2.</p> <p>Grantee shall install educational signage with QR Codes to be placed at the site, and create a minimum of two (2) educational videos in accordance with Section 3.B. of this Scope of Work.</p> <p>Deliverable due date: June 14, 2019</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Photographs of signs installed at the site. 2. Electronic copy of two (2) educational videos attached to the educational signage via QR Codes in MP4 format. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available. Videos shall be submitted on compact discs in MP4 format. If deliverables are submitted on USB or CD/DVD, Grantee shall provide two (2) complete sets of deliverables on two (2) separate USBs or two (2) CD/DVDs.</p>	<p>\$4,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
<p>Total Amount Not to Exceed \$13,500.00</p>			

4. All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, by signatures below, the Parties agree to abide by the terms, conditions, and provisions of Agreement #P0307 as amended. This Amendment is effective on the date the last Party signs it.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Signature
James D. Stansbury

Title: Chief, Bureau of Community Planning and Growth

Date: _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the parties.

OFFICE OF GENERAL COUNSEL DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Signature

Approved Date: _____

ATTEST: Jeffrey R. Smith
Clerk of Court and Comptroller

By: _____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY

By: _____

Bob Solari, Chairman

BCC Approved: _____

Approved as to form and legal sufficiency

William K. DeBaal
Deputy County Attorney

Approved:

Jason E. Brown
County Administrator