

**AMENDMENT NO. 1
TO AGREEMENT NO. 19IR2
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
INDIAN RIVER COUNTY**

This Amendment to Agreement No. 19IR2 (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 Indian River County Hurricane Irma Recovery Project effective July 22, 2019; and

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

WHEREAS, the Federal Cost Share has been updated to 95% pursuant to the Federal Emergency Management Agency Amendment number 18 to increase the federal reimbursement for Hurricane Irma (DR-4337-FL); and

WHEREAS, the Grantee has requested additional time to complete the Project, and the Department has agreed.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for a 25-month period to begin December 1, 2021, and remain in effect until December 31, 2023. 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.

Indian River County

Florida Department of Environmental Protection

By: *Joseph E. Flanigan*
Chairman or Designee



By: *Lauren E. ...*
Secretary or Designee
*Deputy Director
Office of Resilience
and Coastal Protection
DEP*

Date: October 19, 2021

Date: 11-2-2021

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 (3 pages)

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY *[Signature]*
**DYLAN REINGOLD
COUNTY ATTORNEY**

**Attest: Jeffrey R. Smith, Clerk of
Circuit Court and Comptroller**

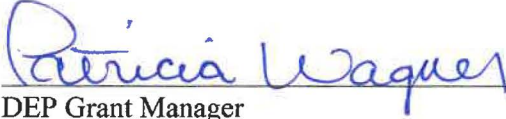
Agreement No.: 19IR2

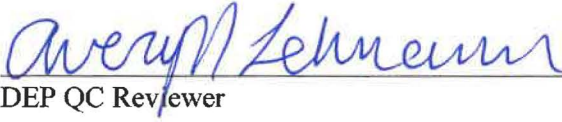
Amendment No.: 1

Rev. 3/6/2020

By: *Randi ...*
Deputy Clerk

ORCP Additional Signatures


DEP Grant Manager


DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

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

PROJECT TITLE: Indian River County Hurricane Irma Recovery Project

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R97 and R108 along the Atlantic Ocean in Indian River County, Florida.

PROJECT BACKGROUND: Hurricane Irma made landfall on September 10, 2017 causing beach and dune erosion along Indian River County. The 2018 Florida Legislature provided funds to assist counties with beach and dune restoration projects. The Department developed the 2018 Hurricane Irma Supplemental Funding Plan for Florida's beach and dune system to distribute these funds. Construction of a storm recovery project is scheduled for 2022 to repair storm damages.

PROJECT DESCRIPTION: The Project consists of design and construction of the Indian River County Hurricane Irma Recovery Project.

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 \$307,538.00 for this Project or up to 100 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, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (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.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor 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:

<https://floridadep.gov/sites/default/files/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 – Florida Department of Environmental Protection
F.S. – Florida Statutes
F.A.C. – Florida Administrative Code

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work for all tasks identified below, 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: 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.

Task 2: Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. 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 by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report must be submitted detailing activities completed 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 (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Design	100.00%	\$315,647.00	\$16,613.00	\$0.00	\$332,260.00
2	Construction	100.00%	\$5,527,575.00	\$290,925.00	\$0.00	\$5,818,500.00
	TOTAL PROJECT COSTS		\$5,843,222.00	\$307,538.00	\$0.00	\$6,150,760.00

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Design	Contractual Services	\$16,613.00	09/19/2017	09/30/2023
2	Construction	Contractual Services	\$290,925.00	09/19/2017	09/30/2023
Total:			\$307,538.00		