



EROSION DISTRICT AGENDA

ST. LUCIE COUNTY

Regular Meeting

Tuesday, July 10, 2018

6:00 PM

St. Lucie County Commission Chambers
2300 Virginia Avenue
3rd Floor of Roger Poitras Building
Fort Pierce, FL 34982

BOARD MEMBERS

District No. 4, Chair

FRANNIE HUTCHINSON

District No. 1, Vice Chair

CHRIS DZADOVSKY

District No. 2

ANTHONY BONNA

District No. 3

LINDA BARTZ

District No. 5

CATHY TOWNSEND

Mission Statement

To provide service, infrastructure and leadership necessary to advance a safe and sustainable community, maintain a high quality of life, and protect the natural environment for all our citizens

WELCOME

All meetings are televised.

All meetings provided with wireless internet access for public convenience.

Please turn off all cell phones and pagers prior to entering the commission chambers.

Please mute the volume on all laptops and PDAs while in use in the commission chambers.

GENERAL RULES AND PROCEDURES – Attached is the agenda, which will determine the order of business conducted at today’s Board meeting.

INVOCATION-PLEDGE – To bring order and decorum to its meeting, the Board begins its meetings with an invocation followed by the Pledge of Allegiance. Participation is voluntary.

CONSENT AGENDA – These items are considered routine and are enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests.

REGULAR AGENDA – Proclamations, Presentations, Public Hearings, and Department requests are items, which the Commission will discuss individually, usually in the order listed on the agenda.

PUBLIC HEARINGS – These items are usually heard on the first Tuesdays at 6 p.m. or as soon thereafter as possible. However, if a public hearing is scheduled for a meeting on the third Tuesday, which begins at 9 a.m., then public hearings will be heard at 9 a.m. or as soon thereafter as possible. These time designations are intended to indicate that an item will not be addressed prior to the listed time. The Chair will open each public hearing and asks anyone wishing to speak to come forward, one at a time. Comments will be limited to five minutes, and must be pertinent to the agenda item being considered by the Board.

As a general rule, when issues are scheduled before the Commission under department request or public hearing, the order of presentation is: (1) County staff presents the details of the Board item (2) Commissioners comment (3) if a public hearing, the Chair will ask for public comment, (4) further discussion and action by the Board.

ADDRESSING THE COMMISSION – Please state your name and address, speaking clearly into the microphone. If you have backup material, please have eight copies ready for distribution.

NON-AGENDA ITEMS – These items are presented by an individual Commissioner or staff as necessary at the conclusion of the printed agenda.

PUBLIC COMMENT – Time is allotted at the beginning of each meeting for general public comment. Please limit comments to three minutes. Comments may pertain to any matter related to the Board’s duties as the County’s governing body. General comments in support or opposition to candidates for public office are not pertinent to the Board’s duties.

DECORUM – Please be respectful of others’ opinions.

MEETINGS – All Board meetings are open to the public and are held on the first Tuesdays of each month at 6 p.m. and on the third Tuesdays at 9 a.m., unless otherwise advertised. Meetings are held in the County Commission Chambers in the Roger Poitras Administration Annex at 2300 Virginia Ave., Fort Pierce, Fla. 34982. The Board schedules additional workshops throughout the year necessary to accomplish their goals and commitments. Notice is provided of these workshops. Anyone with a disability requiring accommodation to attend this meeting should contact the St. Lucie County Community Services Manager at 772-462-1777 or TDD 772-462-1428 at least 48 hours prior to the meeting.

1. CALL TO ORDER

2. APPROVAL OF MINUTES

There are no items scheduled.

3. GENERAL PUBLIC COMMENT

4. CONSENT AGENDA

A. MOSQUITO CONTROL & COASTAL MANAGEMENT SERVICES

1. The Florida Department of Environmental Protection (FDEP) Project Agreement 18SL1 (Amendment No. 1) - Ft. Pierce Inlet Sand Trap

Staff recommends Board approval of Amendment No. 1 to FDEP Project Agreement 18SL1 along with the supporting budget resolution and authorization for the Chair to sign documents as approved by the County Attorney.

5. REGULAR AGENDA

There are no items scheduled.

6. MOTION TO ADJOURN



ITEM NO. RES-2018-107

DATE: 07/10/2018

AGENDA REQUEST

*CONSENT AGENDA

TO: Erosion District**PRESENTED BY:** Joshua Revord,**SUBMITTED BY:** Erosion District**SUBJECT:** The Florida Department of Environmental Protection (FDEP) Project Agreement 18SL1 (Amendment No. 1) - Ft. Pierce Inlet Sand Trap**BACKGROUND:**

FDEP Project Agreement No. 07SL3 included matching state funds to evaluate inlet sand bypassing in concert with a sand trap. After holding a public workshop and subsequent workshop with the Board, there was a consensus to move forward with the final design and permitting of the sediment impoundment basin alternative on a “pilot” project basis. This alternative would consist of the construction and monitoring of a small-scale (Phase 1 - 60,000 cubic yard pilot project) basin to verify the basins’ effectiveness prior to full-scale basin construction (Phase 2 - total capacity of 180,000 cubic yards). FDEP Project Agreement No. 15SL2 funded efforts to permit an inlet sand trap just inside the Ft. Pierce Inlet near the north jetty with the intent of capturing sand migration from the adjacent beaches for future placement on the down-drift beach immediately south of the inlet. The state permit has been secured and the federal permit is pending.

The Florida Department of Environmental Protection (FDEP) administers the Beach Management Funding Assistance (BMFA) Program, which provides funding annually to assist eligible local governments with their beach erosion control and inlet management projects. The Florida Legislature partially funded \$1,818,315 of the \$2,497,500 requested by the Erosion District in the FY-2017/18 budget for inlet management activities associated with Phase 1 construction of the sand trap. Subsequently, the FY-2018/19 funding request submitted to secure the remainder of state funding was not successful. Fortunately, FDEP was able to identify carry-over funds from the prior year to fulfill our request. These funds are included in the First Amendment to FDEP Project Agreement 18SL1.

PREVIOUS ACTION:

- July 15, 2008 - Board approval of FDEP Project Agreement No. 07SL3 to evaluate inlet sand bypassing alternative with sand trap.
- February 17, 2015 - Board approval of FDEP Project Agreement No. 15SL2 to initiate permitting.
- July 26, 2016 - Board approval to submit a request to FDEP for FY-2017/18 beach and inlet management funding.
- July 18, 2017 - Board approval to submit a request to FDEP for FY-2018/19 beach and inlet management funding.

- March 20, 2018 - Board approval of Florida Department of Environmental Protection (FDEP) Project Agreement 18SL1.

FINANCIAL IMPACT:

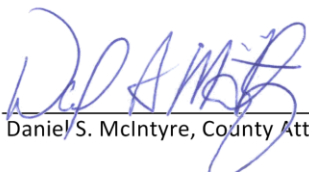
Project funding consists of a FDEP 75% match share of \$679,500.00 and a local 25% match share of \$226,500.00. Local matching funds are available in the Erosion District's Reserve Account (184-9910-599300-800).

RECOMMENDATION:

Staff recommends Board approval of Amendment No. 1 to FDEP Project Agreement 18SL1 along with the supporting budget resolution and authorization for the Chair to sign documents as approved by the County Attorney.

COMMISSION ACTION:

Coordination/Signatures



Daniel S. McIntyre, County Attorney

6/22/2018



Jennifer Hill, Interim Office of Management and Budget Director

6/21/2018

**DEP AGREEMENT NO. 18SL1
FT. PIERCE INLET IMP IMPLEMENTATION
AMENDMENT NO. 1**

THIS AGREEMENT as entered into on March 27, 2018, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and St. Lucie County (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, additional unencumbered funds have become available to provide for inlet projects in accordance with s. 161.143(5)(c), Florida Statutes; and

WHEREAS, Ft. Pierce Inlet IMP Implementation was the next unfunded project on the FY2017/2018 Local Government Funding Request prioritized list of Inlet Management Projects; and

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is effective from January 15, 2018 to June 30, 2021.
2. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:

FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$2,497,815.00. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including,

but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
3. Section 5. of the Agreement is hereby deleted in its entirety and replaced with the following:

REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the

Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

4. Section 11. of the Agreement is hereby deleted in its entirety and replaced with the following:

SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

5. Section 12. of the Agreement is hereby deleted in its entirety and replaced with the following:

SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

6. Section 16. of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

7. Section 17. of the Agreement is hereby deleted in its entirety and replaced with the following:

CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Catherine Florko, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3601	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2979
E-mail Address:	Catherine.florko@floridagov.dep

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Joshua Revord, or Successor	
St. Lucie County Erosion District	
3150 Will Fee Road	
Ft. Pierce, Florida 34982	
Telephone No.:	772-462-1710
Fax No.:	
E-mail Address:	revordj@stlucieco.org

8. Section 20. of the Agreement is hereby deleted in its entirety and replaced with the following

EQUIPMENT:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
9. Section 21. is deleted and replaced with RESERVED.
10. Section 27. of the Agreement is hereby deleted in its entirety and replaced with the following:

EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

11. Section 30. is added to the Agreement as follows:

PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

12. Section 31. is added to the Agreement as follows:

SCRUTINIZED COMPANIES:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

13. **Attachment A**, Grant Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1**, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment A**, shall hereinafter refer to **Attachment A-1**, Revised Grant Work Plan.
14. 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.

REMAINDER PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement 18SL1 to be duly executed, the day and year last written below.

ST. LUCIE COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
*Title of Person Authorized to Sign

By: _____
Secretary or designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Catherine Florcko, DEP Grant Manager

Dena VanLandingham, DEP QC Reviewer

FEID No.: _____

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

Specify Type Attachment	Letter/ Number A-1	Description (include number of pages)
		Revised Grant Work Plan (3 Pages)

Attachment 4.A.1.a: FDEP Grant Agreement 18SL1-Amendment No. 1-Ft. Pierce Inlet IMP Implementation (RES-2018-107 : FDEP Grant

ATTACHMENT A-1 GRANT WORK PLAN

PROJECT TITLE: Ft. Pierce Inlet IMP Implementation

PROJECT LOCATION: The Project is located between Department of Environmental Protection (DEP) reference monuments R34 and R37 along the Atlantic Ocean in St. Lucie County, Florida.

PROJECT BACKGROUND: The Ft. Pierce Inlet is a federally-maintained inlet. The Ft. Pierce Inlet Management Plan (IMP), adopted in 1997, defines measures needed to mitigate the adverse impacts of the inlet on the coastal system. A sediment tracer study and a sediment budget update study are underway. The current studies will allow for an update of the sediment budget, as defined in the 1997 IMP. Construction of a sand trap on the north side of the inlet between the navigation channel and the north jetty was permitted in May 2016.

PROJECT DESCRIPTION: The Project consists of the construction of a sediment impoundment basin (Phase 1).

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 \$2,497,815.00 for this Project or up to 75 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(2)(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
 IMP – Inlet Management Plan
 JCP – Joint Coastal Permit

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: 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 of a final construction observation report 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 (%)	DEP	Local	Total
1	Construction	75.00%	\$2,497,815.00	\$832,605.00	\$3,330,420.00
	COSTS		\$2,497,815.00	\$832,605.00	\$3,330,420.00

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	Construction	Contractual Services	\$2,497,815.00	1/15/2018	4/30/2021	1/31/2021
Total:			\$2,497,815.00			

RESOLUTION

WHEREAS, subsequent to the adoption of the St. Lucie County Erosion District's Budget for St. Lucie County, certain funds not anticipated at the time of adoption of the budget have become available from the Florida Department of Environmental Protection as a grant in the amount of \$679,500 as funding for the Ft. Pierce Shore Protection project.

WHEREAS, Section 129.06 (d), Florida Statutes, requires the St. Lucie County Erosion District to adopt a resolution to appropriate and expend such funds.

NOW, THEREFORE, BE IT RESOLVED by the Erosion District of St. Lucie County, Florida, in meeting assembled this 10th day of July, 2018, pursuant to Section 129.06 (d), Florida Statutes that such funds are hereby appropriated for the fiscal year 2017-2018, and the Erosion District's budget is hereby amended as follows:

REVENUE

184231-3710-334391-3712 Dept of Environmental Prot-Phys Env \$679,500

APPROPRIATIONS

184231-3710-546340-3712 Maintenance-Beach Renourishment \$679,500

After motion and second the vote on this resolution was as follows:

Commissioner Frannie Hutchinson, Chair	XXX
Commissioner Anthony Bonna, Vice-Chair	XXX
Commissioner Chris Dzadoovsky	XXX
Commissioner Linda Bartz	XXX
Commissioner Cathy Townsend	XXX

PASSED AND DULY ADOPTED THIS 10TH DAY OF JULY 10, 2018.

ATTEST:

EROSION DISTRICT
ST LUCIE COUNTY, FLORIDA

DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
COUNTY ATTORNEY

Attachment 4.A.1.b: 07-10-2018 Budget Resolution MC&CMS_Erosion Dist_Ft Pierce IMP project (RES-2018-107 : FDEP Grant Agreement 18SL1