

**AMENDMENT NO. 1
TO AGREEMENT NO. 21PI1
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
PINELLAS COUNTY**

This Amendment to Agreement No. 21PI1 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Pinellas County, 22211 US 19, Building 10, Clearwater, FL 33765 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Pinellas County Shore Protection Project - Pass-a-Grille effective July 1, 2020;

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

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for a 36-months period to begin January 1, 2024, and remain in effect until December 31, 2026. 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 inconsistency 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.

Pinellas County

By: Joe Lauro Digitally signed by Joe Lauro
Date: 2023.05.26 13:25:39
-04'00'
Title: Administrative Services Director

Date: 5/26/2023

**Florida Department of
Environmental Protection**

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

Date: 6/12/2023

APPROVED AS TO FORM

By: Brendan Mackesey
Office of the County Attorney

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 (4 pages)

ORCP Additional Signatures

Tony Figueroa-Vivenez Digitally signed by Tony Figueroa-Vivenez
Date: 2023.06.06 10:19:44 -04'00'

DEP Grant Manager

Randall Wilson Digitally signed by Randall Wilson
Date: 2023.06.06 11:31:57 -04'00'

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

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

PROJECT TITLE: Pinellas County Shore Protection Project – Pass-A-Grille

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department) reference monuments R161 and R165, along the Gulf of Mexico in Pinellas County, Florida.

PROJECT BACKGROUND: The Pass-A-Grille Beach nourishment project includes 1 mile of shoreline between DEP monuments R161 and R165 in Pinellas County. Pass-A-Grille Beach is located at the southern end of the Long Key Segment of the federal Pinellas County Erosion Control Project. Pass-A-Grille was restored in 1986 and a segment of approximately 5,000 feet of beach that was impacted by Hurricane Frances and Jeanne was nourished using sand from Pass-a-Grille Channel in November 2004. After damages sustained during Tropical Storm Debby in 2012, the USACE placed approximately 140,053 cy sand from Egmont Channel Shoal along the shoreline in 2014. The nourishment is scheduled for 2023/24 with monitoring taking place in the following years.

PROJECT DESCRIPTION: The Project consists of a USACE Multiphase project and monitoring.

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 \$940,500 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, 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(2)(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.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission
USACE – United States Army Corps of Engineers

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, 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: USACE Multiphase Project

Task Description: The USACE in coordination with the Local Sponsor will provide professional services for any and all phases of work where advance payment is required by the USACE. The task may include activities such as preliminary engineering design, coastal engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, geotechnical services, sediment studies, inlet studies, environmental analyses, orthophotography, plan formulations, post-construction monitoring and for obtaining environmental permits and other Project-related authorizations. The USACE will provide for construction and construction-phase services such as development of bid specifications, construction plans, advertising and awarding of the construction bid.

Deliverable: The Local Sponsor will provide a USACE letter of request (demand letter) and a Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department of the immediate post-construction monitoring report affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor 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. The Department will withhold retainage up to 5 percent contingent upon the submittal of the final cost reconciliation from the USACE by the Local Sponsor to the Department.

Performance Standard: The DEP Project Manager will review the deliverable to verify that it meets 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: 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 signed by Local Sponsor 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.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	USACE Multiphase Project	50.00%	\$3,403,361.58	\$932,500.00	\$932,500.00	\$5,268,361.58
2	Monitoring	50.00%		\$8,000.00	\$8,000.00	\$16,000.00
	TOTAL PROJECT COSTS		\$3,403,361.58	\$940,500.00	\$940,500.00	\$5,284,361.58

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	Deliverable Due Date
1	USACE Multiphase Project	Contractual Services	\$932,500	7/1/2020	6/30/2026
2	Monitoring	Contractual Services	\$8,000	7/1/2020	6/30/2026
Total:			\$940,500		