

FWC Contract No. 21402-A1

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AMENDMENT NO. 1 TO CONTRACT 21402

This Amendment to Contract No. 21402, referred to as the Original Contract, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Nassau County BOCC, 59-1863042, whose address is 76347 Veterans Highway, Suite #4000, Yulee, Florida 32097, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Contract, the parties agree to amend the Original Contract, as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

1. Section 3, Agreement Period of the Original Agreement, is hereby amended to read as follows:

- A. Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 02/10/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

2. Attachment A, Scope of Work, Section 2. Deliverables, Section B, Timeline for Completion, of the Original Agreement, is hereby amended to read as follows:

Final receipts with required evidence of completion will be received by the Commission's Contract Manager no later than 2/10/2023.

3. Attachment A, Scope of Work, Section 3. Financial Consequences. of the Original Agreement, is hereby amended to read as follows:

In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission may impose a financial consequence of twenty percent (20%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection.

The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to FWC on or before 02/10/2023, before close of business may jeopardize payment of funds to the Grantee per the Agreement.

4. **Attachment A, Scope of Work, Section 4. Performance**, of the original Agreement, is hereby amended to read as follows:

- D. Closeout.** Final receipts with required evidence of completion will be received by the commissions contract manager no later than 2/10/2023.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Contract to be executed through their duly authorized signatories on the day and year last written below.

**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Name: Jeff Gray
Title: Chairman
Date: September 26, 2022

Name: _____
Title: _____
Date: _____

Approved as to form and legality by FWC Attorney:

/s/ M.Linville Atkins
Commission Attorney