



**INVOICE**

**TO:** Nassau County Board of County Commissioners  
ATTN: Shanea Jones, County Manager  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

**INVOICE DATE:** February 23, 2017

**INVOICE AMOUNT:** \$63,697.62

09399539-581202 JSP

5/16/17

✓ \$ 3,213.01 Design Oversight  
✓ \$ 46,909.11 USACE Construction (nourishment)  
✓ \$ 13,575.50 Professional Coastal Engineering Services

Please mail check to: 204 Ash Street, Fernandina Beach, FL 32034, ATTN: Cheryl Lilly.  
If you have any questions regarding this invoice, please contact Ms. Lilly at (904) 310-3104.

cc: Christina Poston, City Accountant



**CITY OF FERNANDINA BEACH**

City Manager's Office

**Dale L. Martin**

City Manager

February 23, 2017

Shanea Jones, County Manager  
Nassau County  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

17 FEB 28 PM 4:14

RE: Nassau County Shore Protection Project

Dear Ms. Jones:

I have enclosed an invoice in the amount of \$63,697.62 for Nassau County's fifty-percent (50%) share of local costs for implementation of the Nassau County Shore Protection Project, during the past year.

The following backup documents are attached to the invoice:

- Copy of the FDEP Contracts 13NA1 and 13NA2 deliverables;
- Spreadsheet of costs in each deliverable category;
- Copies of task orders for each deliverable category; and
- Copies of vendor invoices, cancelled checks, PO's, and RFP's.

We appreciate our partnership with Nassau County to preserve and protect our ocean shoreline. If you have any questions or require more information, please contact Cheryl Lilly, Grants Administrator at 904-310-3104.

Sincerely,

  
Dale L. Martin  
City Manager

Enclosures

DLM/cl

Invoices, Cancelled  
CKS, documentation  
\$63,69762

**NASSAU COUNTY SHORE PROTECTION PROJECT**  
**FDEP Contract Nos. 13NA1 & 13NA2**

Invoice Date	Invoice No.	Payee	Deliverables	Check #	Date Paid	Amount	*FDEP 46.44%	City 26.78%	County 26.78%
2/1/16	2016025	Olsen Associates Inc.	2.2 B Design Oversight	142262	2/9/16	7,504.00	3,485.26	2,009.37	2,009.37
3/2/16	2016062	Olsen Associates Inc.	2.2 B Design Oversight	142700	3/9/16	3,752.00	1,742.83	1,004.59	1,004.59
6/2/16	2016152	Olsen Associates Inc.	2.2 B Design Oversight	144264	6/14/16	744.00	345.91	199.05	199.05
8/19/16	Letter	United States Army Corps of Engineers	3.1 Construction (Nourishment)	Wire Transfer	8/25/16	175,164.70	81,346.49	46,909.11	46,909.11
12/7/15	2015327	**Olsen Associates Inc.	Task Order 2014-01	141571	12/15/15	1,943.00	0.00	971.50	971.50
2/1/16	2016026	**Olsen Associates Inc.	Task Order 2015-01	142262	2/9/16	2,084.00	0.00	1,042.00	1,042.00
6/2/16	2016151	**Olsen Associates Inc.	Task Order 2015-04	144331	6/17/16	12,152.00	0.00	6,076.00	6,076.00
7/5/16	2016171	**Olsen Associates Inc.	Task Order 2015-01	144671	7/11/16	6,688.00	0.00	3,344.00	3,344.00
9/30/16	2016239	**Olsen Associates Inc.	Task Order 2015-01	145816	9/27/16	4,284.00	0.00	2,142.00	2,142.00
<b>Totals</b>						<b>\$214,315.70</b>	<b>\$86,920.49</b>	<b>\$63,697.62</b>	<b>\$63,697.62</b>

\*NOTE: State reimburses 46.44% and Local Share is 53.56% divided equally between the City and Nassau County.

\*\* Not reimbursable by State. City and County cost-share 50% each

\$3,213.01

\$46,909.11

\$13,575.50

Olsen  
2.2 B

INVOICE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
2/01/16 2016025	7,504.00		7,504.00
2/01/16 1ST PAYMENT 2016026	2,084.00		2,084.00
TOTAL			9,588.00

DETACH BEFORE DEPOSITING



**CITY OF FERNANDINA BEACH**  
204 ASH STREET  
FERNANDINA BEACH, FLORIDA 32034

**FIRST COAST  
COMMUNITY BANK**  
63-1309/831

14226

14226

PAY DOLLARS AND CENTS  
\*\*\* Nine Thousand Five Hundred Eighty Eight and XX/100 Dollars \*\*\*

DATE AMOUNT  
2/09/16 \$9,588.00

TO THE ORDER  
OF

OLSEN ASSOCIATES, INC.  
2618 HERSCHEL STREET  
JACKSONVILLE, FL 32204-4512

*Dale A. Martin*  
*Caroline Best*

⑈ 142262 ⑈ ⑆063113099⑆ 10 300 30⑈

Date: 2/09/16		Check: 142262		Amount: 9,588.00		Discount: 0.00		Vendor: OLSEN ASSOCIATES, INC.	
Invoice	Amount	Reference	Amount	Description	Distribution		Amount		
2016025	7,504.00	316471	7,504.00	TASK ORDER 2012-01	300-3000-572.6426		7,504.00		
1ST PAYMENT 2016025	2,084.00	765987	2,084.00	TASK ORDER 2015-01	300-3000-572.6426		2,084.00		

**Olsen Associates, Inc.**

2618 Herschel Street  
Jacksonville, FL 32204-4512  
(904) 387-6114 FAX (904) 384-7368

**Invoice**

DATE	INVOICE #
2/1/2016	2016025

**BILL TO**

City of Fernandina Beach  
Attn: Dale Martin, City Manager  
204 Ash Street  
Fernandina Beach, FL 32034  
cc: Nicole Bednar, Admin Asst.

Received

FEB 02 2016

City Manager's Office

P.O. NO.

TERMS

T.O. 2012-01

Net 30 Days

QTY	DESCRIPTION	RATE	AMOUNT
	Coastal Engineering Services Relating to: FDEP Contract 13NA1 - Nassau County Beach Restoration, Task 2.2 Design Oversight (Task Order 2012-01 - Subtask B (\$12,000) [November 2015 - January 2016]		
	SUBTASK B:		
	LABOR:		
32	Labor - Erik J. Olsen, Principal Engineer	230.00	7,360.00
2	Labor - Heather L. Kalka, Administrative Assistant	72.00	144.00
	Subtotal of Labor		7,504.00
	Amount Invoiced To Date: \$7,504.00 Amount Previously Invoiced: \$0.00 Amount Due This Period: \$7,504.00		
	Subtask B - Remaining: \$4,496.00		
Please make check payable to Olsen Associates, Inc. Thank you.		<b>Total</b>	<b>\$7,504.00</b>



**CITY OF FERNANDINA BEACH**  
**PURCHASE ORDER**  
**CITY OF FERNANDINA BEACH**  
**FERNANDINA BEACH, FL 32034**

*Continue*

**FLORIDA STATE SALES TAX EXEMPTION: No 85-8012740105C-3**

<b>To: OLSEN ASSOCIATES, INC.</b> 2618 HERSCHEL STREET JACKSONVILLE, FL 32204-4512	<b>Date:</b> 9/05/2013	<b>Number:</b> 121190
	<b>Ship Via:</b> BEST WAY	<b>Delivery Date:</b>
	<b>Terms:</b>	<b>Buyer:</b> NICOLE BEDNAR
<b>Ship To:</b> CITY OF FERNANDINA OFFICE OF THE CITY MANAGER 204 ASH STREET FERNANDINA BEACH, FL 32034		<b>Bill To:</b> CITY OF FERNANDINA BEACH - CMO 204 ASH STREET FERNANDINA BEACH, FL 32034

Quantity	Description	Unit Price	Amount
	OLSEN TO ACT AS LIAISON AND LOCAL SPONSOR TECHNICAL REPRESENTATIVE WITH THE JACKSONVILLE DISTRICT, USACOE STAFF AND ASSIST IN THE COORDINATION OF THE FIRST NASSAU COUNTY SHORE PROTECTION PROJECT RENOURISHMENT PROJECT.	44,000.00	44,000.0
	<b>TASK ORDER 2012-01</b> APPROVED BY THE CITY COMMISSION ON JULY 17, 2012 RESOLUTION 2012-113		
	FDEP: 46.44% City: 53.56% Cost Distribution (City contributes 1/2) 300-3000-572.6426 44,000.00	<b>Total</b>	44,000.0
10-2-13	Pymt. 1 \$4,774.00 Inv. 2013225		\$39,226.0
10-3-13	Pymt. 2 \$2,892.00 Inv. 2013253		\$36,334.0
11-8-13	Pymt. 3 \$1,446.00 Inv. 2013277		\$34,888.0
12-3-13	Pymt. 4 \$3,626.00 Inv. 2013317		\$31,262.0
1-10-14	Pymt. 5 \$1,813.00 Inv. 2013332		\$29,449.0
4-30-14	Pymt. 6 \$2,616.00 Inv. 2014092		\$26,833.0
7-31-14	Pymt. 7 \$6,540.00 Inv. 2014184		\$20,293.0
10-6-14	Pymt. 8 \$1,308.00 Inv. 2014273		\$18,985.0
12-2-14	Pymt. 9 \$872.00 Inv. 2014307		\$18,113.0
2-5-15	Pymt. 10 \$1,879.00 Inv. 2015022		\$16,234.0
3-31-15	Pymt. 11 \$1,879.00 Inv. 2015069		\$14,355.0

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.  
 \*\*\*REFER TO THIS NUMBER ON ALL CORRESPONDENCE \*\*\*EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE  
 \*\*\*FERNANDINA BEACH TERMS & CONDITIONS APPLY\*\*\*

IMPORTANT-SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.  
 SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPARATELY

PROJECT NO:

FINANCE DIRECTOR'S INITIALS

DEPT. HEAD SIGNATURE

For: Joe Gernity  
 CITY MANAGER APPROVAL:

FUNDS ARE: AVAILABLE & ENCUMBERED: UB 9-5-13 UNAVAILABLE IN ACCOUNT

PROPERTY RECORD NEEDED YES Copy Attached NO X  
 PLEASE SEND COMPLETE FORMS TO FINANCE DEPARTMENT. YOUR COPIES WILL BE RETURNED TO YOU

*(OVER)*  
*P. Clifford 10/2/13*



PO 121190  
(Continued)

713-15	Pymt. 12	\$2,355.00	Inv. 2015176	\$12,000.00
2-4-16	Pymt. 13	\$7,504.00	Inv. 2016025	\$4,496.00

CITY OF FERNANDINA BEACH  
Request for Payment

DEPARTMENT: CMO

DATE: 2/4/16

MAKE CHECK PAYABLE TO: Olsen Associates  
2618 Herschel St.  
Jacksonville, FL 32204

FOR: 13<sup>th</sup> payment toward PO # 121190. Coastal Engineering Services - FDEP Contract 13NA1 - Nassau County Beach Restoration (Task Order 2012-01). Approved by the City Commission via Resolution 2012-113.

ACCOUNT: 300-3000-572.6426

AMOUNT: \$ 7,504.00

CHECKED FEB 08 2016  
FUNDS AVAILABLE: LB24-16 SIGNED: \_\_\_\_\_  
Department Director

SIGNED: J. Harris 2-8-16  
Controller

SIGNED: Dale Y. Martin  
City Manager

2/5/16

PLEASE SEND COPY OF CHECK TO CHERYL

Is Property Record Needed:  
YES: \_\_\_\_\_ NO: X



ENTERED FEB 11 2016

Olsen  
2.2B

INVOICE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
3/02/16 2016062	3,752.00		3,752.00
			TOTAL 3,752.00

DETACH BEFORE DEPOSITING



**CITY OF FERNANDINA BEACH**  
 204 ASH STREET  
 FERNANDINA BEACH, FLORIDA 32034

**FIRST COAST  
 COMMUNITY BANK**  
 63-1309/831

142700

142700

PAY

DOLLARS AND

CENTS

DATE

AMOUNT

\*\*\* Three Thousand Seven Hundred Fifty Two and XX/100 Dollars \*\*\*

3/09/16

\$3,752.00

TO THE ORDER  
OF

**OLSEN ASSOCIATES, INC.**  
 2618 HERSCHEL STREET  
 JACKSONVILLE, FL 32204-4512

*Dale A. Martin*  
*Caroline Best*

⑈ 142700 ⑈ ⑆063113099⑆ 10 300 30⑈

Date: 3/09/16		Check: 142700		Amount: 3,752.00		Discount: 0.00		Vendor: OLSEN ASSOCIATES, INC.	
Invoice	Amount	Reference	Amount	Description	Distribution		Amount		
2016062	3,752.00	316471	3,752.00	TASK ORDER 2012-01	300-3000-572.6426		3,752.00		

**Olsen Associates, Inc.**

2618 Herschel Street  
Jacksonville, FL 32204-4512  
(904) 387-6114 FAX (904) 384-7368

**Invoice**

DATE	INVOICE #
3/2/2016	2016062

**BILL TO**

City of Fernandina Beach  
Attn: Dale Martin, City Manager  
204 Ash Street  
Fernandina Beach, FL 32034  
cc: Nicole Bednar, Admin Asst.

P.O. NO.

TERMS

T.O. 2015-01

Net 30 Days

QTY	DESCRIPTION	RATE	AMOUNT
	Coastal Engineering Services Relating to: FDEP Contract 13NA1 - Nassau County Beach Restoration, Task 2.2 Design Oversight Task Order 2012-01 - Subtask B (\$12,000) [February, 2016]		
	SUBTASK B:		
	LABOR:		
16	Labor - Erik J. Olsen, Principal Engineer	230.00	3,680.00
1	Labor - Heather L. Kalka, Administrative Assistant	72.00	72.00
	Subtotal of Labor		3,752.00
	Amount Invoiced To Date: \$11,256.00 Amount Previously Invoiced: \$7,504.00 Amount Due This Period: \$3,752.00		
	Subtask B - Remaining: \$4,496.00		
Please make check payable to Olsen Associates, Inc. Thank you.		<b>Total</b>	<b>\$3,752.00</b>

Received

MAR 04 2016

City Manager's Office



## CITY OF FERNANDINA BEACH

## PURCHASE ORDER

CITY OF FERNANDINA BEACH

FERNANDINA BEACH, FL 32034

Continue

FLORIDA STATE SALES TAX EXEMPTION: No 85-8012740105C-3

To: OLSEN ASSOCIATES, INC. 2618 HERSCHEL STREET JACKSONVILLE, FL 32204-4512	Date: 9/05/2013	Number: 121190
	Ship Via: BEST WAY	Delivery Date:
	Terms:	Buyer: NICOLE BEDNAR
Ship To: CITY OF FERNANDINA OFFICE OF THE CITY MANAGER 204 ASH STREET FERNANDINA BEACH, FL 32034		Bill To: CITY OF FERNANDINA BEACH - CMO 204 ASH STREET FERNANDINA BEACH, FL 32034

Quantity	Description	Unit Price	Amount
	OLSEN TO ACT AS LIAISON AND LOCAL SPONSOR TECHNICAL REPRESENTATIVE WITH THE JACKSONVILLE DISTRICT, USACOE STAFF AND ASSIST IN THE COORDINATION OF THE FIRST NASSAU COUNTY SHORE PROTECTION PROJECT RENOURISHMENT PROJECT.	44,000.00	44,000.00
	TASK ORDER 2012-01 APPROVED BY THE CITY COMMISSION ON JULY 17, 2012 RESOLUTION 2012-113		
	FDEP: 46.44% City: 53.56% Cost Distribution (NCA Contributor 1/2) 300-3000-572.6426 44,000.00	Total	44,000.00
10-2-13	Pymt. 1 \$4,714.00 Inv. 2013225		\$39,226.00
10-3-13	Pymt. 2 \$2,892.00 Inv. 2013253		\$36,334.00
11-8-13	Pymt. 3 \$1,446.00 Inv. 2013277		\$34,888.00
12-3-13	Pymt. 4 \$3,626.00 Inv. 2013317		\$31,262.00
1-10-14	Pymt. 5 \$1,813.00 Inv. 2013332		\$29,449.00
4-30-14	Pymt. 6 \$2,616.00 Inv. 2014092		\$26,833.00
7-31-14	Pymt. 7 \$6,540.00 Inv. 2014184		\$20,293.00
10-6-14	Pymt. 8 \$1,308.00 Inv. 2014273		\$18,985.00
12-2-14	Pymt. 9 \$872.00 Inv. 2014307		\$18,113.00
2-5-15	Pymt. 10 \$1,879.00 Inv. 2015032		\$16,234.00
3-31-15	Pymt. 11 \$1,879.00 Inv. 2015069		\$14,355.00

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.  
 \*\*\*REFER TO THIS NUMBER ON ALL CORRESPONDENCE\*\*\* EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE  
 \*\*\*FERNANDINA BEACH TERMS & CONDITIONS APPLY\*\*\*

IMPORTANT - SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.  
 SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPARATELY

PROJECT NO:

FINANCE DIRECTOR'S INITIALS

DEPT. HEAD SIGNATURE

For Joe Cerrito  
CITY MANAGER APPROVAL: *[Signature]*FUNDS ARE: AVAILABLE & ENCUMBERED: *KB 9-5-13*

UNAVAILABLE IN ACCOUNT

PROPERTY RECORD NEEDED YES *Copy Attached* NO *X*

PLEASE SEND COMPLETE FORMS TO FINANCE DEPARTMENT. YOUR COPIES WILL BE RETURNED TO YOU.

PO 121190  
(Continued)

7-3-15	Pymt. 12	\$2,355.00	Inv. 2015176	\$12,000.00
2-4-16	Pymt. 13	\$7,504.00	Inv. 2016025	\$4,496.00
3-7-16	Pymt. 14	\$3,752.00	Inv. 2016062	\$744.00

CITY OF FERNANDINA BEACH  
Request for Payment

DEPARTMENT: CMO

DATE: 3/7/16

MAKE CHECK PAYABLE TO:

Olsen Associates  
2618 Herschel St.  
Jacksonville, FL 32204

FOR: 14<sup>th</sup> payment toward PO # ~~121190~~ Coastal Engineering Services - FDEP Contract  
13NA1 - Nassau County Beach Restoration (Task Order 2012-01). Approved by the City  
Commission via Resolution 2012-113.

ACCOUNT: 300-3000-572.6426

AMOUNT: \$ 3,752.00

FUNDS AVAILABLE:

*3/7/16*  
*183-716*

SIGNED: \_\_\_\_\_

Department Director

SIGNED: \_\_\_\_\_

*J. Harris*  
3-7-16  
Controller

SIGNED: \_\_\_\_\_

*Dale J. Martin*  
City Manager

*3/7/16*

PLEASE SEND COPY OF CHECK TO CHERYL

Is Property Record Needed:

YES: \_\_\_\_\_

NO: X



*BF*  
ENTERED MAR 08 2016

Olsen 2.2B

INVOICE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
6/02/16 2016152	744.00		7
			TOTAL

DETACH BEFORE DEPOSIT



CITY OF FERNANDINA BEACH  
204 ASH STREET  
FERNANDINA BEACH, FLORIDA 32034

FIRST COAST  
COMMUNITY BANK  
63-1309/831

144

1.

PAY

DOLLARS AND

CENTS

DATE

AMOUNT

\*\*\* Seven Hundred Forty Four and XX/100 Dollars \*\*\*

6/14/16

\$744.

TO THE ORDER  
OF

OLSEN ASSOCIATES, INC.  
2618 HERSCHEL STREET  
JACKSONVILLE, FL 32204-4512

*Dale A. Martin*  
*Caroline Best*

⑈ 144264 ⑈ ⑆063113099⑆ 10 300 30⑈

Date: 6/14/16		Check: 144264	Amount: 744.00	Discount: 0.00	Vendor: OLSEN ASSOCIATES, INC.	
Invoice	Amount	Reference	Amount	Description	Distribution	Ar
2016152	744.00	316471	744.00	TASK ORDER 2012-01	300-3000-572.6426	



**Olsen Associates, Inc.**

2618 Herschel Street  
Jacksonville, FL 32204-4512  
(904) 387-6114 FAX (904) 384-7368

**Invoice**

DATE	INVOICE #
6/2/2016	2016152

**BILL TO**

City of Fernandina Beach  
Attn: Dale Martin, City Manager  
204 Ash Street  
Fernandina Beach, FL 32034  
cc: Nicole Bednar, Admin Asst.

**P.O. NO.****TERMS**

T.O. 2015-01

Net 30 Days

QTY	DESCRIPTION	RATE	AMOUNT
3.2	<p>Coastal Engineering Services Relating to: FDEP Contract 13NA1 - Nassau County Beach Restoration, Task 2.2 Design Oversight Task Order 2012-01 - Subtask B (\$12,000) [March, 2016]</p> <p><b>SUBTASK B:</b> <b>LABOR:</b> Labor - Erik J. Olsen, Principal Engineer Subtotal of Labor</p> <p>Amount Invoiced To Date: \$12,000.00 Amount Previously Invoiced: \$11,256.00 Amount Due This Period: \$744.00</p> <p>Subtask B - Remaining: \$0.00 *** TASK COMPLETE ***</p>	230.00	744.00 744.00
Please make check payable to Olsen Associates, Inc. Thank you.		<b>Total</b>	<b>\$744.00</b>

Received

JUN - 2 2016

City Manager's Office

**CITY OF FERNANDINA BEACH**  
PURCHASE ORDER  
CITY OF FERNANDINA BEACH  
FERNANDINA BEACH, FL 32034

Continue

**FLORIDA STATE SALES TAX EXEMPTION: No 85-8012740105C-3**

<b>To: OLSEN ASSOCIATES, INC.</b> 2618 HERSCHEL STREET JACKSONVILLE, FL 32204-4512	<b>Date:</b> 9/05/2013	<b>Number:</b> 12119
	<b>Ship Via:</b> BEST WAY	<b>Delivery Date:</b>
	<b>Terms:</b>	<b>Buyer:</b> NICOLE BEDNA
<b>Ship To:</b> CITY OF FERNANDINA OFFICE OF THE CITY MANAGER 204 ASH STREET FERNANDINA BEACH, FL 32034		<b>Bill To:</b> CITY OF FERNANDINA BEACH - CMO 204 ASH STREET FERNANDINA BEACH, FL 32034

Quantity	Description	Unit Price	Amount
	OLSEN TO ACT AS LIAISON AND LOCAL SPONSOR TECHNICAL REPRESENTATIVE WITH THE JACKSONVILLE DISTRICT, USACOE STAFF AND ASSIST IN THE COORDINATION OF THE FIRST NASSAU COUNTY SHORE PROTECTION PROJECT RENOURISHMENT PROJECT.	44,000.00	44,00
	TASK ORDER 2012-01 APPROVED BY THE CITY COMMISSION ON JULY 17, 2012 RESOLUTION 2012-113		
	HDEP: 46.44%, City: 53.56% Cost Distribution (NCA Contributor 1/2) 300-3000-572.6426 44,000.00	<b>Total</b>	44,00
10-2-13	Pymt. 1 \$4,774.00 Inv. 2013225		\$4,774.00
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11-8-13	Pymt. 3 \$1,446.00 Inv. 2013277		\$1,446.00
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2-5-15	Pymt. 10 \$1,879.00 Inv. 2015038		\$1,879.00
3-31-15	Pymt. 11 \$1,879.00 Inv. 2015069		\$1,879.00

\$39,226  
 \$36,334  
 \$34,888  
 \$31,266  
 \$29,449  
 \$26,833  
 \$20,297  
 \$18,981  
 \$18,111  
 \$16,123  
 \$14,355

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.  
 \*\*\*REFER TO THIS NUMBER ON ALL CORRESPONDENCE\*\*\* EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE  
 \*\*\*FERNANDINA BEACH TERMS & CONDITIONS APPLY\*\*\*

IMPORTANT-SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.  
 SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPARATELY

PROJECT NO:

FINANCE DIRECTOR'S INITIALS

DEPT. HEAD SIGNATURE

For: Joe Cernity  
CITY MANAGER APPROVAL:

FUNDS ARE: AVAILABLE & ENCUMBERED:

UNAVAILABLE IN ACCOUNT

PROPERTY RECORD NEEDED YES NO

PLEASE SEND COMPLETE FORMS TO FINANCE DEPARTMENT. YOUR COPIES WILL BE RETURNED TO YOU.

(OVER)  
 P. C. Jeffers 10/2/13

PO 12119C  
(Continued)

7-3-15	Pymt. 12	\$2,355.00	Inv. 2015176	\$12,000
2-4-16	Pymt. 13	\$7,504.00	Inv. 2016025	\$4,496
3-7-16	Pymt. 14	\$3,752.00	Inv. 2016062	\$744
6-10-16	Pymt. 15	\$744.00	Inv. 2016152	\$Ø

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REVISED REQUEST FOR PAYMENT - PART II  
REIMBURSEMENT DETAIL**

Name of Project: Nassau County Shore Protection						Billing#	DEP AGREEMENT NUMBER		Billing Period: (1)				Individual Responsible for completing form & telephone Number			
City of Fernandina Beach						8	13NAI		01/01/2016 - 06/30/2016				Cheryl Lilly 904-310-3104			
Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Deliverable Number (3)	Invoice Amount	Eligible Cost (4)	% Fed Share (5)	Federal Share of Invoice Amount (6)**	Non-Federal Share (7)	% State Share (8)	State Share (9)	Local Share (10)	Retainage Payment (11)	Withheld Retainage (12)	State Payment (13)
1	Olsen Associates, Inc.	2016025	2/1/2016	142262	2.2B	\$7,504.00	\$7,504.00	0.00%	0.00	\$7,504.00	46.44%	\$3,485.26	\$ 4,018.74		401.87	\$3,485.26
2	Olsen Associates, Inc.	2016062	3/2/2016	142700	2.2B	\$3,752.00	\$3,752.00	0.00%	0.00	\$3,752.00	46.44%	\$1,742.83	\$ 2,009.17		200.92	\$1,742.83
3	Olsen Associates, Inc.	2016152	6/2/2016	144264	2.2B	\$744.00	\$744.00	0.00%	0.00	\$744.00	46.44%	\$345.91	\$ 398.09		39.81	\$345.91
									-	-		\$0.00	0.00		0.00	0.00
									-	-		\$0.00	0.00		0.00	0.00
									-	-		\$0.00	0.00		0.00	0.00
									-	-		\$0.00	0.00		0.00	0.00
									-	-		\$0.00	0.00		0.00	0.00
Totals:						\$12,000.00	12,000.00		-	\$12,000.00		\$5,574.00	\$ 6,426.00	-	-	\$5,574.00
											Total Due to Local Sponsor (14)					

## REIMBURSEMENT DETAIL

(5) List retainage if retainage is being requested.



USACOE

3.1 \$15,164<sup>70</sup>



DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
701 San Marco Blvd  
JACKSONVILLE, FLORIDA 32207-8175

REPLY TO  
ATTENTION OF

**AUG 19 2016**

Programs and Project Management Division  
Water Resources Branch

Mr. Dale L. Martin  
City Manager  
City of Fernandina Beach  
204 Ash Street  
Fernandina Beach, FL 32034

Dear Mr. Martin:

As discussed in our joint Project Delivery Team Meeting on April 26, 2016 with the U.S. Navy, the Jacksonville District, U.S. Army Corps of Engineers (Corps) intends to implement the Regional Sediment Management Strategy to place beach quality material dredged from the Naval Submarine Base, Kings Bay Entrance Channel on the southern portion of the Nassau County Shore Protection Project (NCSPSP).

This strategy will result in an estimated 300,000 cubic yards of beach quality material being placed within the NCSPSP beach template from R-27 to R-33 effectively renourishing this portion of the NCSPSP. An in depth explanation of this strategy can be provided by Mr. Erik Olsen or the Corps upon request.

The total estimated additional cost to place beach quality material dredged from the Naval Submarine Base, Kings Bay Entrance Channel within the NCSPSP beach template from R-27 to R-33 is \$1,000,000.00. In addition, the Corps estimates the cost for FY17 surveys and administrative costs to be \$100,000.00. Pursuant to Article VI – Method of Payment (B.2.) of the Project Cooperation Agreement, the Corps requires an additional non-Federal apportionment of \$175,164.70 by September 1, 2016 to execute the Regional Sediment Management Strategy described above. See attached wire transfer form for funding transfer.

If you have any further questions regarding this or need additional information, please contact the Project Manager, Mr. Beau Corbett at 904-232-1463 or by e-mail at [beau.j.corbett@usace.army.mil](mailto:beau.j.corbett@usace.army.mil).

Sincerely,

A handwritten signature in black ink, appearing to read "M. Renacker", written in a cursive style.

Mike Renacker, RPA  
Chief, Water Resources Branch

Enclosure

## Collections Information Repository (CIR)

## Fedwire Download Report

Message Summary: 1608250379381

Type/ Sub- Type	Agency Account ID	Cash Flow ID	Cash Flow Name	Financial Transaction Type	Settlement Date	Credit Ind	Message Amount	Trace Number
1000	800008736000	800008736 000	UNITED STATES ARMY CORPS OF ENGINEERS	Collection	08/25/2016	Y	\$175,164.70	20160825F1QCZ70C00058

## Message Details

Tag Label	Tag Name	Element Name	Element Value
1100	MSG-DISPOSITION	FORMAT-VERSION	30
		TEST-PRODUCTION-CODE	P
		MSG-STATUS-IND	N
1110	ACCEPTANCE-TIMESTAMP	ACCEPTANCE-DATE	0825
		ACCEPTANCE-TIME	1619
		ACCEPTANCE-APPL-ID	FT03
1120	OMAD	OUTPUT-CYCLE-DATE	20160825
		OUTPUT-DESTINATION-ID	MMQFMP60
		OUTPUT-SEQUENCE-NUMBER	001205
		OUTPUT-DATE	0825
		OUTPUT-TIME	1619
		OUTPUT-FRB-APPL-ID	FT03
1510	TYPE-SUBTYPE	TYPE-CODE	10
		SUBTYPE-CODE	00
1520	IMAD	INPUT-CYCLE-DATE	20160825
		INPUT-SOURCE	F1QCZ70C
		INPUT-SEQUENCE-NUMBER	000589
2000	AMOUNT	AMOUNT	000017516470
3100	SENDER-DI	SENDER-DI-NUMBER	061100606
		SENDER-SHORT-NAME	SYNOVUS BANK
3320	SENDER-REFERENCE	SENDER-REFERENCE	160825161902H600
3400	RECEIVER-DI	RECEIVER-DI-NUMBER	021030004
		RECEIVER-SHORT-NAME	TREAS NYC/FUNDS TR
3600	BUSINESS-FUNCTION	BUSINESS-FUNCTION-CODE	CTR
4200	BENEFICIARY	BENEFICIARY-ID-CODE	D
		BENEFICIARY-IDENTIFIER	00008736
		BENEFICIARY-NAME	DEPARTMENT OF THE ARMY
		BENEFICIARY-ADDRESS-LINE1	701 SAN MARCO BLVD
		BENEFICIARY-ADDRESS-LINE2	JACKSONVILLE, FL 32207
		BENEFICIARY-ADDRESS-LINE3	904-232-1463
4320	REF-FOR-BNF	BENEFICIARY-REF	CITY OF FERN BCH
5000	ORIGINATOR	ORIGINATOR-ID-CODE	D
		ORIGINATOR-IDENTIFIER	1030030
		ORIGINATOR-NAME	CITY OF FERNANDINA BEACH
		ORIGINATOR-ADDRESS-LINE1	204 ASH ST
		ORIGINATOR-ADDRESS-LINE2	FERNANDINA BEACH,FL
6000	ORIGINATOR-TO-BENEFICIARY-INFO	ORIGINATOR-TO-BENEFICIARY-LINE1	TREAS NYC/CTR/BNF=/AC-0008736
		ORIGINATOR-TO-BENEFICIARY-LINE2	PROGRAMS AND PROJECT MGMT DIVISION
		ORIGINATOR-TO-BENEFICIARY-LINE3	FOR NASSAU COUNTY SHORE PROTECTION
		ORIGINATOR-TO-BENEFICIARY-LINE4	CITY OF FERNANDINA BEACH,FL
6500	FI-TO-FI-INFO	FI-TO-FI-FREE-TEXT-LINE1	CITY OF FERNANDINA BEACH
		FI-TO-FI-FREE-TEXT-LINE2	204 ASH ST
		FI-TO-FI-FREE-TEXT-LINE3	FERNANDINA BEACH, FL

## Collections Information Repository (CIR)

## Fedwire Download Report

6500	FI-TO-FI-INFO	FI-TO-FI-FREE-TEXT-LINE4	TREAS NYC CTR BNF=AC-00008736
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Reported Classification(s)

Key Class Name	Key Class Value	Tax Class Code	Credit Ind	Classification Total Amount
CG FEDMRE	800008736000		Y	\$175,1



CITY COMMISSION AGENDA ITEM  
City of Fernandina Beach



SCANNED

*John Chong*

SUBJECT: **Resolution 2017-08**  
Nassau County Shore Protection Grant Agreement - FL Dept. of Environmental Protection (FDEP)

ITEM TYPE: ☐ Ordinance ☒ Resolution ☐ Other  
☐ Proclamation ☐ Presentation

REQUESTED ACTION: Approve Resolution 2017-08 authorizing the City to enter into grant agreement 13NA2 with FDEP to continue funding for the Nassau County Shore Protection project from the State's Beach Management Program.

SYNOPSIS: The U.S. Army Corps of Engineers (USACE) constructed the first nourishment/restoration of 4.4 miles of the beach from Ft. Clinch to "D" Street in 2008. Since that time, the City has received over 600,000 cubic yards of sand from periodic dredging by the Navy at the entrance of the St. Mary's River. This has enabled the City to incrementally nourish the beach thru periodic and strategic placement of the disposal sand during the past eight years. Costs to date have been minimal (for consultant permitting, engineering, liaison to Navy and the USACE) and have been shared by FDEP, the City, and Nassau County.

The FDEP has agreed to provide 46.44% of any non-federal cost share for the placement of sand from the Navy, and the City and Nassau County will provide 53.56%; however, if it is determined that a comprehensive beach restoration project is necessary, the FDEP grant funds in the amount of \$1,183,320.16 can be used for that purpose in conjunction with funds from USACE and \$1,364,742.19 shared by Nassau County and the City. This grant agreement begins on October 1, 2016 and ends on October 1, 2018.

FISCAL IMPACT: Funds in the amount of \$65,000 have been budgeted in Capital Improvement Fund 300-3000-572.6426 Beach Renourishment Construction account; and \$30,000 has been budgeted in the Capital Improvement Fund 300-3000-572.6427 Beach Monitoring account for Fiscal Year 2016/2017.

2016/2017 CITY COMMISSION GOALS:  
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input checked="" type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt proposed Resolution 2017-08. *DM*

DEPARTMENT DIRECTOR Submitted by: Dale L. Martin Date: 12/16/16  
City Manager

CONTROLLER Approved as to Budget Compliance *ATC* Date: 12/21/16

CITY ATTORNEY Approved as to Form and Legality *TEB* Date: 12/22/16

CITY MANAGER Approved Agenda Item for 01/03/17 *DM* Date: 12/19/16

COMMISSION ACTION:  
Approved at the City Commission Meeting  
Held on: 12/31/17  
Voted: 5-0 Initial: *VB*

☒ Approved As Recommended ☐ Disapproved  
☐ Approved With Modification ☐ Postponed to Time Certain  
☐ Other ☐ Tabled

RESOLUTION 2017- 08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING GRANT AGREEMENT NO. 13NA2 TO CONTINUE FUNDING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) BEACH MANAGEMENT PROGRAM FOR THE NASSAU COUNTY SHORE PROTECTION PROJECT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDEP is awarding funds to the City of Fernandina Beach for the Nassau County Shore Protection Project; and

WHEREAS, the grant agreement begins retroactively on October 1, 2016, and ends on October 1, 2018; and the scope of work consists of Design and Permitting and Construction; and

WHEREAS, FDEP agrees to pay \$1,183,320.16 (46.44%) of the non-federal share of the project; and

WHEREAS, the City, as the local sponsor, agrees to pay the remaining \$1,364,742.19 (53.56%) of the non-federal share to be divided equally with Nassau County; and

WHEREAS, for FY 2016-2017, funds in the amount of \$65,000 have been budgeted in Capital Improvement Fund #300-3000-572.6426 Beach Renourishment Construction account; and \$30,000 has been budgeted in the Capital Improvement Fund 300-3000-572.6427 Beach Monitoring account.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:


SECTION 1. The City Commission hereby authorizes Grant Agreement 13NA2 with the Florida Department of Environmental Protection, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Grant Agreement after review and approval of the City Attorney.


SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 3<sup>rd</sup> day of January 2017.

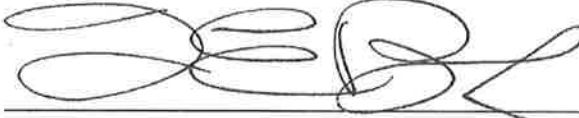
CITY OF FERNANDINA BEACH

  
Robin C. Lentz  
Commissioner - Mayor

ATTEST:

  
Caroline Best  
City Clerk

APPROVED AS TO FORM & LEGALITY:

  
Tammi E. Bach  
City Attorney

**AGREEMENT No: 13NA2**

CANNED  
5 KB D

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESTORATION ASSISTANCE  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
STATE OF FLORIDA  
GRANT AGREEMENT FOR  
**NASSAU COUNTY SHORE PROTECTION PROJECT**

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT" or "DEP"), whose address is 3900 Commonwealth Boulevard, MS 3601, Tallahassee, Florida 32399, and the CITY OF FERNANDINA BEACH, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 204 Ash Street, Fernandina Beach, Florida 32034, for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program; and

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code, 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.

WHEREAS, the FY 2012-2013 funds have been provided for design, permitting and construction of the Nassau County Shore Protection Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the **NASSAU COUNTY SHORE PROTECTION PROJECT**, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end on **October 1, 2018**. Pursuant to Section 161.101 (18), Florida Statutes (F.S.), and 62B-36.009, Florida Administrative Code (F.A.C.), work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the DEPARTMENT beginning on or after October 1, 2016, may be eligible for reimbursement by the DEPARTMENT.
3. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of design, permitting and construction.

4. For tasks specified in Table 1 in Attachment A, the LOCAL SPONSOR shall develop a detailed Scope of Work, which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall be approved by the DEPARTMENT as to content, deliverables, and schedule prior to incorporating into Attachment A, as an amendment or change order to this Agreement pursuant to paragraph 39.
5. The DEPARTMENT has determined that 92.88 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 \$1,183,320.16 for this PROJECT or up to 46.44 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.
6. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in the Grant Work Plan in Attachment A are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT tasks that exceed the estimated PROJECT costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Attachment A, Table 1, shall be provided through formal amendment to this Agreement.
7. All notices and written communication between the parties shall be sent by electronic mail, United States 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 notices between the parties shall be delivered to the contact person at the addresses below:

LOCAL SPONSOR

Dale Martin  
City of Fernandina Beach  
204 Ash Street  
Fernandina Beach, Florida  
32034  
(904) 310-3100

[dmartin@fbfl.org](mailto:dmartin@fbfl.org)

DEPARTMENT

Dena VanLandingham, Program Grant Administrator  
Department of Environmental Protection  
Beach Management Funding Assistance Program  
3900 Commonwealth Blvd, MS 3601  
Tallahassee, Florida 32399  
(850) 245-2970  
[Dena.Vanlandingham@dep.state.fl.us](mailto:Dena.Vanlandingham@dep.state.fl.us)

Any changes to the contact information for DEPARTMENT personnel shown above or in paragraph 8 must be reduced to writing in the form of an email notification from the DEPARTMENT.

8. The LOCAL SPONSOR's Project Manager for all matters is Dale Martin, Phone: (904) 277-7300. The DEPARTMENT's Project Manager for all technical matters is Thomas J. Edwards Phone: (850) 245-2976 and the DEPARTMENT's Program Grant Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-2970.

9. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
10. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
11. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.
12. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the DEPARTMENT if Legislative appropriations are reduced or eliminated.
13. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces or other eligible units, as identified in **Attachment B (Funding Eligibility)**, attached hereto and made a part hereof, for public beach use throughout the life of the PROJECT as established under this Agreement. Pursuant to 62B-36.003(4), F.A.C, the life of the PROJECT is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement. If at any time the LOCAL SPONSOR fails to maintain the public beach access sites and public parking or eligibility units the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces or eligibility units which are no longer available to the public for a 10-year period. All public parking must be clearly signed or otherwise designated as public beach access parking.
14. Paragraph Reserved.
15. As consideration for the satisfactory completion of the eligible work identified in **Attachment A** and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost-reimbursement basis. All requests for reimbursement shall be made in accordance with **Attachment C (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment D (Request for Payment, PARTS I – IV)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of deliverables identified in the approved Grant Work Plan. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, F.S. A final invoice shall be due no later than thirty (30) calendar days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, F.S., have been obtained. The final payment will not be processed until the match requirement has been met.
16. The DEPARTMENT's Project Manager shall have thirty (30) calendar days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and will reset when such information is received as requested by the DEPARTMENT. Upon approval of the request for

payment, the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR. Retainage of 10% of the disbursement may be held on account for each deliverable in the disbursement that represents a portion of the complete subtask. The cumulative amount retained for each eligible deliverable item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement. 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. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR 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).

17. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment D (Project Progress Report, Part III of the Request for Payment package)**, as updates to the PROJECT schedule, no later than thirty (30) calendar days following the completion date of the quarterly reporting period in which the PROJECT is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports are to be submitted electronically in Microsoft Word ® (.doc) or Adobe Acrobat ® (.pdf). Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program (PROGRAM).
18. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment E (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) calendar days after the PROJECT is certified complete by the LOCAL SPONSOR.
19. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapters 287 and 255, F.S., as applicable, and Subsection 161.101(17), F.S. which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
  - A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
    - 1) The contractor's maintaining an office or place of business within a particular local jurisdiction;
    - 2) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
    - 3) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
  - B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

20. The applicable provisions of Chapter 161, F.S., entitled "Dennis L. Jones Beach and Shore Preservation Act", and any rules promulgated therefrom, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
21. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
22. A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days' written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
- B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days' written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered pursuant to paragraph 7 as set forth in this Agreement.
- C. The DEPARTMENT may terminate this Agreement in the event that all tasks identified in **Attachment A, Grant Work Plan** have been certified complete and approved by the DEPARTMENT, and all eligible reimbursements have been provided to the LOCAL SPONSOR. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days' written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT to verify that all eligible items have been completed and reimbursed.
23. No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall perform the services again as needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT'S Project Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the DEPARTMENT'S Project Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for



failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the DEPARTMENT's Project Manager.

- C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

24. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the DEPARTMENT for unlawful refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S. and Section 24(a) of Article I of the State Constitution.

**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](mailto: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**

25. A. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of this Agreement. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The LOCAL SPONSOR understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the DEPARTMENT's Inspector General in any investigation, audit, inspection, review, or hearing. The LOCAL SPONSOR will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

26. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment F (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Administrator at 850/245-2970, to request a copy of the updated information.
- B. The LOCAL SPONSOR 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 LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under U.S. Office of Management and Budget (OMB) Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the LOCAL SPONSOR 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 LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

27. In accordance with Section 216.347, F.S., the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
28. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
30. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

31. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this PROJECT. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, F.S. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
32. To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.
- A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
- B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:
- |           |  |
|-----------|--|
| \$300,000 | Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable |
| \$300,000 | Hired and Non-owned Automobile Liability Coverage                                    |
- D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's

compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.

E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**.

F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 32.F. supersedes 32.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

33. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

34. A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services (DMS) is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida DMS, Office of Supplier Diversity at (850) 487-0915.

35. A. The LOCAL SPONSOR is 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. Funds from each agency must be accounted for separately. Where a LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. 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 LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, 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 LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.

- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR 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 LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.
36. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) calendar days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.
- 1. The LOCAL SPONSOR 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 (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  - 2. The LOCAL SPONSOR 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 LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price negotiated by the LOCAL SPONSOR. 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 Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.
  - 3. All subcontracts are subject to the provisions of this Agreement which affect subcontracting activities.
- 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.
37. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to

offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.

38. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
39. The DEPARTMENT may at any time, by written order designated to be a change order, make any minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a modification of deliverable due dates when such change does not involve an extension of contract, and modification to the Grant Work Plan when such modifications would not involve a decrease/increase in total cost of the Agreement or an extension of the performance period of this Agreement.
40. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
41. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control PROJECT, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control PROJECT prior to entering each individual property to conduct such activities.
42. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) calendar days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the LOCAL SPONSOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
43. This Agreement 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 an electronic data file, such as Adobe Acrobat ® (.pdf), 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, pursuant to s. 668.004, F.S.

44. 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 s. 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitor to the DEPARTMENT/LOCAL SPONSOR/permittee/engineering consultant. The LOCAL SPONSOR's engineering consultant must provide an adequate mitigation plan, consistent with s. 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 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 in Attachment A.
45. In executing this Agreement, the Local Sponsor (or affiliate, subcontractor) certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and/or Scrutinized Companies with Activities in Israel List (eff. 10.1.2016), created pursuant to section 215.473, F.S. Pursuant to subsection 287.135(5), F.S., the Local Sponsor (or affiliate, subcontractor) agrees the Department may immediately terminate this Agreement for cause if the Local Sponsor (or affiliate, subcontractor) is found to have submitted a false certification or if the Local Sponsor (or affiliate, subcontractor) is placed on the Scrutinized Companies list during the term of the Agreement.
46. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

CITY OF FERNANDINA BEACH

By: Dale Martin  
Title: Dale Martin, City Manager

Dale C Martin, City Manager  
Print Name and Title

Date: 1/5/17

FEID No. 59-6000317

ATTEST:

By: Caroline Best  
Printed Name: Caroline Best  
Title: City Clerk  
Date: January 9, 2017

[Signature]  
Local Sponsor's Attorney (if necessary)

Tammi E. Bach, City Attorney  
Print Name and Title

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: [Signature]  
Department of Environmental Protection  
Secretary or designee

Trina Vielhauer  
Print Designee Name and Title

Date: 1/18/17

Dena VanLandingham  
Dena VanLandingham  
Program Grant Administrator

[Signature]  
Thomas J. Edwards  
DEP Project Manager

\*If someone other than the City Manager signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the Agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 pages)
Attachment	B	Funding Eligibility (1 page)
Attachment	C	Contract Payment Requirements (1 page)
Attachment	D	Request for Payment, Parts I - IV (4 pages)
Attachment	E	Project Completion Certification (1 page)
Attachment	F	Special Audit Requirements (5 pages)

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
CITY ATTORNEY

The Department and the Local Sponsor/Grantee agree that the state grant funding, not to exceed the estimated costs of the Project, are identified in Table 1 below:

TABLE 1  
Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
<b>2.0</b>	<b>Design and Permitting</b>					
2.1	Annual Planning, Implementation and Post-Fill Phases of Work	46.44%		\$13,926.43	\$16,061.57	<b>\$29,988.00</b>
2.2	Post Hurricane Matthew Damage Analysis	46.44%		\$4,627.28	\$5,336.72	<b>\$9,964.00</b>
	Subtotal			\$18,553.71	\$21,398.29	<b>\$39,952.00</b>
<b>3.0</b>	<b>Construction</b>					
3.1	Construction (Nourishment)	46.44%		\$1,152,071.61	\$1,328,702.74	<b>\$2,480,774.35</b>
3.2	Post-Fill Tilling and Scarp Removal	46.44%		\$12,694.84	\$14,641.16	<b>\$27,336.00</b>
	Subtotal			\$1,164,766.45	\$1,343,343.90	<b>\$2,508,110.35</b>
	<b>TOTAL PROJECT COSTS</b>			<b>\$1,183,320.16</b>	<b>\$1,364,742.19</b>	<b>\$2,548,062.35</b>

Changes in Project costs that increase or decrease the total funding amount shall require a formal amendment to the Agreement.

#### **TASKS and DELIVERABLES:**

Tasks must be completed as outlined below and in the Department-approved scope(s) of work prepared by the Local Sponsor for the Project. Deliverables listed below are to be completed by the Local Sponsor or submitted to the Department by the due date listed in this Work Plan. The Deliverable due by dates established in this Grant Work Plan indicate the time by which a Deliverable is received. The dates do not necessarily correspond with permit required due by dates. The Local Sponsor must meet the terms of the permit for compliance. The Department shall provide review and comment/approval of each Deliverable prior to reimbursement.

#### **TASK 2.0 Design**

**Task Description:** The Local Sponsor will acquire the professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. All data and analysis will be presented in a Department-approved format per the scope of work required by paragraph 4 of this agreement.

**Performance Standard:** All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Scope of Work and this Grant Work Plan and this task description, and that work is being performed in accordance with the Grantee's service provider contracted documents and specifications. Reimbursement requests may be submitted once a deliverable has been submitted to and approved by the Department's Project Manager, in writing.

#### **2.1 Annual Planning, Implementation, and Post-Fill Phases of Work**

The Local Sponsor's consultant shall assist the USACE and local interests in the monitoring and analysis of sequential sand placement events to improve or optimize subsequent design and fill operations, as well as provide necessary information on project performance.

**Deliverable A:** Memorandums of findings or recommendations to the US Navy and USACE by the Local Sponsor's consultant regarding project design, costing, implementation, permit compliance, surveys and analysis of performance.

**Total Cost:** \$29,988.00 (**Department Cost:** \$13,926.43).

**Due Date:** June 1, 2018.

## **2.2 Post - Hurricane Mathew Damage Analysis**

The Local Sponsor's consultant will conduct wading profiles to determine the damage caused by Hurricane Matthew. The results will assist the USACE to determine whether to enact remedial measures.

**Deliverable B:** One copy of the Report-of-Findings, including wading profiles on 2,000 foot intervals throughout the project limits.

**Total Cost:** \$9,964.00 (**Department Cost:** \$4,627.28).

**Due Date:** June 1, 2018.

## **TASK 3.0 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. The task includes work associated with eligible beach restoration construction associated with the Project such as those costs approved through bids and construction-phase engineering and monitoring services. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, 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 a construction activity package for task work completed during the period. The construction activity package must include:

- (1) An itemized summary of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; and proof of payment of the invoices, the period activity was performance;
- (2) A certification signed by the Local Sponsor's project manager as to the current cost of the Project; stating that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the Project; and that all funds expended to date have been applied toward completing the Project; and
- (3) A certification signed and sealed by the Engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Grant Work Plan, in accordance with construction contract documents; that payment is in accordance with construction contract provisions; and that construction, up to the point of the request, is in compliance with the contract documents; and identifying all additions or deletions to the Project that have altered the Project's performance standards, scope of work, or purpose since the issuance of the Department construction permit.

**Performance Standard:** The Department's Project Manager will review the construction activity package and other deliverables to verify that 1) work was performed in accordance with the service provider's-contracted documents and specifications in this task description and 2) that the deliverables meet the specifications in this task description. Reimbursement requests may be submitted once a deliverable has been submitted to and approved by the Department's Project Manager.

### 3.1 Construction (Nourishment)

The local sponsor has contracted with the USACE to conduct a nourishment of the Federal project. The proposal consists of the nourishment of approximately 4.4 miles of beach using sand from an offshore borrow source or dredge material from St. Marys Inlet. Advance payment of the non-federal cost share for construction will be requested in a letter from the USACE.

→ **Deliverable A:** Construction of the Federal nourishment of the Nassau County Shore Protection Project, as verified by the permit-required, immediate post-construction surveys.

**Total Cost:** \$2,480,774.35 (**Department Cost:** \$1,152,071.61).

**Due Date:** June 1, 2018.

### 3.2 Post-Fill Tilling and Scarp Removal

The Local Sponsor will conduct any post-fill tilling and scarp removal necessary on behalf of the US Navy for permit compliance.

**Deliverable A:** Provide a summary report of all tilling and scarp removal efforts, including schedule of events.

**Total Cost:** \$27,336.00 (**Department Cost:** \$12,694.84).

**Due Date:** June 1, 2018.

**NOTE:** The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance. All Tasks are Contractual Services.

TO 2014-01  
Olsen

INVOICE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
12/07/15 20155327	1,943.00		1,943.00
			TOTAL 1,943.00

DETACH BEFORE DEPOSITING



**CITY OF FERNANDINA BEACH**  
204 ASH STREET  
FERNANDINA BEACH, FLORIDA 32034

**FIRST COAST  
COMMUNITY BANK**  
63-1309/831

14157

14157

PAY DOLLARS AND CENTS  
\*\*\* One Thousand Nine Hundred Forty Three and XX/100 Dollars \*\*\*

DATE AMOUNT  
12/15/15 \$1,943.00

TO THE ORDER  
OF

**OLSEN ASSOCIATES, INC.**  
2618 HERSCHEL STREET  
JACKSONVILLE, FL 32204-4512

*Dale A. Martin*  
*Caroline Best*

⑈ 141571 ⑈ ⑆063113099⑆ 10 300 30⑈

Date: 12/15/15		Check: 141571	Amount: 1,943.00	Discount: 0.00	Vendor: OLSEN ASSOCIATES, INC.	
Invoice	Amount	Reference	Amount	Description	Distribution	Amount
20155327	1,943.00	754128	1,943.00	TASK ORDER 2014-01	300-3000-572.6426	1,943.00



**Olsen Associates, Inc.**

2618 Herschel Street  
Jacksonville, FL 32204-4512  
(904) 387-6114 FAX (904) 384-7368

**Invoice**

DATE	INVOICE #
12/7/2015	2015327

**BILL TO**

City of Fernandina Beach  
Attn: Dale Martin, City Manager  
204 Ash Street  
Fernandina Beach, FL 32034  
cc: Nicole Bednar, Admin Asst.

P.O. NO.

TERMS

T.O. 2014-01

Net 30 Days

QTY	DESCRIPTION	RATE	AMOUNT
8 1.9014	Coastal Engineering Services Relating to Beach Management Issues [October/November, 2015] (\$30,000)  LABOR: Labor - Erik J. Olsen, Principal Engineer Labor - Heather L. Kalka, Administrative Assistant Subtotal of Labor  Amount Invoiced To Date: \$30,000.00 Amount Previously Invoiced: \$28,057.00 Amount Due This Period: \$1,943.00 Amount Remaining: \$0.00  ** FINAL - TASK ORDER COMPLETE **  <div data-bbox="821 1509 1055 1688" data-label="Text"><p>Received DEC 07 2015 City Manager's Office</p></div>	226.00 71.00	1,808.00 135.00 1,943.00
Please make check payable to Olsen Associates, Inc. Thank you.		<b>Total</b>	<b>\$1,943.00</b>



**CITY OF FERNANDINA BEACH**  
PURCHASE ORDER  
CITY OF FERNANDINA BEACH  
FERNANDINA BEACH, FL 32034

*continue*

**FLORIDA STATE SALES TAX EXEMPTION: No 85-8012740105C-3**

<b>To: OLSEN ASSOCIATES, INC.</b> 2618 HERSCHEL STREET JACKSONVILLE, FL 32204-4512	<b>Date:</b> 7/18/2014	<b>Number:</b> 121202
	<b>Ship Via:</b> BEST WAY	<b>Delivery Date:</b>
	<b>Terms:</b>	<b>Buyer:</b> NICOLE BEDNAF
<b>Ship To:</b> CITY OF FERNANDINA OFFICE OF THE CITY MANAGER 204 ASH STREET FERNANDINA BEACH, FL 32034		<b>Bill To:</b> CITY OF FERNANDINA BEACH - CMO 204 ASH STREET FERNANDINA BEACH, FL 32034

Quantity	Description	Unit Price	Amount
	ENGINEERING PROFESSIONAL SERVICES ON A T&M BASIS AS REQUIRED BY THE CITY. SERVICES MAY INCLUDE WORK PERFORMED ON THE ANNUAL L.R. BEACH MANAGEMENT APPLICATION SUBMITTED TO FDEP, NAVY OR COE BEACH DISPOSAL LIAISON; COORDINATION OR LIAISON WITH CITY STAFF, ETC.	30,000.00	30,000.0
	TASK ORDER # 2014-01		
	APPROVED BY THE CITY COMMISSION VIA RESOLUTION 2014-95 ON JULY 15, 2014.		
	City: 100%	Total	30,000.0
Cost Distribution			
	300-3000-572.6426	30,000.00	
12-2-14	Pymt 1 Inv. 2014306	\$8,124.00	\$21,876.00
2-5-15	Pymt 2 Inv. 2015021	\$5,566.00	\$16,310.00
3-31-15	Pymt 3 Inv. 2015070	\$6,922.00	\$9,388.00
7-13-15	Pymt 4 Inv. 2015177	\$1,427.00	\$7,961.00
9-10-15	Pymt 5 Inv. 2015234	\$4,591.00	\$3,370.00
10-1-15	Pymt 6 Inv. 2015258	\$1,427.00	\$1,943.00
12-9-15	Pymt 7 Inv. 2015327	\$1,943.00	0

part of 3/23/16  
payment to city  
\$147,129.92  
2/16/17

*part of 3/23/16  
payment to city  
\$147,129.92  
5/16/17*

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.  
\*\*\*REFER TO THIS NUMBER ON ALL CORRESPONDENCE\*\*\*EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE  
\*\*\*FERNANDINA BEACH TERMS & CONDITIONS APPLY\*\*\*

IMPORTANT-SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.  
SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPERATELY

PROJECT NO:

FINANCE DIRECTOR'S INITIALS

DEPT. HEAD SIGNATURE

CITY MANAGER APPROVAL:

FUNDS ARE: AVAILABLE & ENCUMBERED 137-18-11 CHECKED JUL 21 2014 UNAVAILABLE IN ACCOUNT

PROPERTY RECORD NEEDED YES

NO X

PLEASE SEND COMPLETE FORMS TO FINANCE DEPARTMENT. YOUR COPIES WILL BE RETURNED TO YOU.

RESOLUTION 2014-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TASK ORDER #2014-01 WITH OLSEN ASSOCIATES, INC. IN THE AMOUNT OF \$30,000 FOR THE NASSAU COUNTY SHORE PROTECTION PROJECT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with Olsen Associates, Inc. to provide coastal engineering services for the Nassau County Shore Protection Project; and

WHEREAS, Task Order #2014-01 authorizes Olsen Associates, Inc. to prepare the FY 2015/16 Local Government Funding Request for Beach Management Projects to Florida Department of Environmental Protection (FDEP); act as liaison with the Navy and/or US Army Corps of Engineers regarding beach disposal; act as liaison with City staff; and other miscellaneous engineering services; and

WHEREAS, Olsen Associates, Inc. has submitted Task Order #2014-01 in the amount of \$30,000 that is not eligible for FDEP reimbursement; however, the local cost share will be divided equally between the City and Nassau County; and

WHEREAS, \$10,000 of the \$30,000 Task Order will be paid in the current fiscal year and sufficient funds are available in the Beach Renourishment Construction expenditure account # 300-3000.572.6426. The balance required for this task order will be included in the fiscal year 2014/2015 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

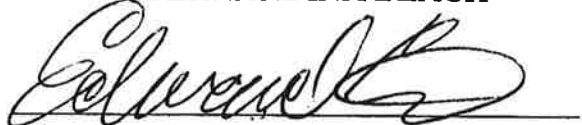
Section 1. The City Commission hereby approves Task Order #2014-01 with Olsen Associates, Inc. for Coastal Engineering Services for Beach Management, attached hereto as Exhibit "A".

Section 2. The City Manager and City Clerk are hereby authorized to execute Task Order Memorandum # 2014-01 Coastal Engineering Services, upon review and approval by the City Attorney.

Section 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 15th day of July, 2014.

CITY OF FERNANDINA BEACH



Edward E. Boner  
Commissioner-Mayor

ATTEST:



Caroline Best  
City Clerk

APPROVED AS TO FORM AND LEGALITY



Tammi E. Bach  
City Attorney

**CITY OF FERNANDINA BEACH**  
**Task Order Memorandum**

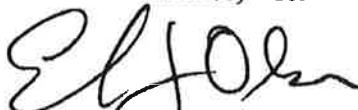
**To:** Olsen Associates, Inc.  
2618 Herschel Street  
Jacksonville, FL 32204

**Date:** 24 June 2014  
**Contract:** Coastal Engineering  
**Request Made By:** Joe Gerrity, City Mgr.  
**Request Received By:** Erik J. Olsen, P.E.  
**Task Order No.** 2014-01

**Task Order Descriptions:** Professional Coastal Engineering Services  
Related to Beach Management Issues.

The Consultant shall provide coastal engineering professional services on a T&M basis as required by the City. The budget for the professional services is \$30,000.00 and is *not* subject to cost-sharing by the FDEP. Services may include work performed on the annual L.R. Beach Management Application submitted to FDEP, Navy or COE beach disposal liaison; coordination or liaison with City staff, etc.

**Olsen Associates, Inc.**

  
Erik J. Olsen, President

**City of Fernandina Beach, FL**

  
Joe Gerrity, City Manager


**Date:**

24 June 2014

**Date:**

7/17/14

**ATTEST:**

By:   
Printed Name: Caroline Best  
Title: City Clerk  
Date: 7/17/14

**APPROVED AS TO FORM AND LEGALITY:**

  
**CITY ATTORNEY**

File: CMU  
181202

CITY COMMISSION AGENDA ITEM  
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-95  
Task Order 2014-01 - Olsen Associates, Inc.

DEPARTMENT: City Manager's Office

ATTACHMENTS: ☐ Ordinance ☒ Resolution  
☒ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2014-95 Task Order 2014-01 with Olsen Associates, Inc. for professional coastal engineering services related to beach management issues.

SUMMARY: During the past 15 years, the City has had a Professional Services Agreement with Olsen Associates, Inc. to provide coastal engineering services. On July 18, 2006, the City Commission approved an amendment to the Agreement (Resolution 2006-142) that changed the general scope of work to be consistent with FDEP grant agreements.

At present, Olsen Associates, Inc. has submitted a task order memorandum (Exhibit "A") in the amount of \$30,000 to the City for the following engineering services: 1) Preparation of the FY 2015/16 Local Government Funding Request for Beach Management Projects to Florida Department of Environmental Protection (FDEP); 2) Liaison with the Navy and/or US Army Corps of Engineers regarding beach disposal; and 3) Liaison with City staff.

FISCAL IMPACT: The \$30,000 is not subject to cost sharing with the FDEP. \$10,000 of the work will be completed in the current fiscal year and sufficient funds are available in the Beach Renourishment Construction Account #300-3000-572.6426. The balance needed will be included in the budget for FY 2014/2015.

CITY ATTORNEY COMMENTS:

DEPARTMENT HEAD	Submitted by: Joe Gerrity City Manager	Date: 06/25/2014
	Requested Agenda	Date: 07/15/2014
FINANCE DEPARTMENT	Approved as to Budget Requirements <i>AK</i>	Date: 7/8/2014
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 7/9/14
CITY MANAGER	Approved Agenda Item for 07/15/2014 <i>Qu</i>	Date: 07/02/2014

COMMISSION ACTION:

<input type="checkbox"/> Approved As Recommended	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Approved With Modification	<input type="checkbox"/> Postponed to Time Certain
<input type="checkbox"/> Other	<input type="checkbox"/> Tabled

Approved at the City Commission Meeting  
Held on 7/15/14  
Voted: 50 Initial: SO



TD 2015-01  
Olsen

INVOICE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
2/01/16 2016025	7,504.00		7,504.00
2/01/16 1ST PAYMENT 2016026	2,084.00		2,084.00
TOTAL			9,588.00

DETACH BEFORE DEPOSITING



**CITY OF FERNANDINA BEACH**  
 204 ASH STREET  
 FERNANDINA BEACH, FLORIDA 32034

**FIRST COAST  
 COMMUNITY BANK**  
 63-1309/831

14226

14226

PAY

DOLLARS AND

CENTS

DATE

AMOUNT

\*\*\* Nine Thousand Five Hundred Eighty Eight and XX/100 Dollars \*\*\*

2/09/16

\$9,588.00

TO THE ORDER  
OF

**OLSEN ASSOCIATES, INC.**  
 2618 HERSCHEL STREET  
 JACKSONVILLE, FL 32204-4512

*Dale A. Martin*  
*Caroline Best*

⑈ 14226 2⑈ ⑆063113099⑆ 10 300 30⑈

Date: 2/09/16		Check: 142262		Amount: 9,588.00		Discount: 0.00		Vendor: OLSEN ASSOCIATES, INC.	
Invoice	Amount	Reference	Amount	Description	Distribution		Amount		
2016025	7,504.00	316471	7,504.00	TASK ORDER 2012-01	300-3000-572.6426		7,504.00		
1ST PAYMENT 201602	2,084.00	765987	2,084.00	TASK ORDER 2015-01	300-3000-572.6426		2,084.00		

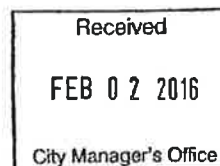
**Olsen Associates, Inc.**

2618 Herschel Street  
Jacksonville, FL 32204-4512  
(904) 387-6114 FAX (904) 384-7368

**Invoice**

DATE	INVOICE #
2/1/2016	2016026

BILL TO
City of Fernandina Beach Attn: Dale Martin, City Manager 204 Ash Street Fernandina Beach, FL 32034 cc: Nicole Bednar, Admin Asst.



P.O. NO.	TERMS
T.O. 2015-01	Net 30 Days

QTY	DESCRIPTION	RATE	AMOUNT
	Coastal Engineering Services Relating to Beach Management Issues [January, 2016] (\$30,000)		
	LABOR:		
7	Labor - Erik J. Olsen, Principal Engineer	230.00	1,610.00
3	Labor - William A. Hobensack, Coastal Engineer I	134.00	402.00
1	Labor - Heather L. Kalka, Administrative Assistant	72.00	72.00
	Subtotal of Labor		2,084.00
	Amount Invoiced To Date: \$0		
	Amount Previously Invoiced: \$0		
	Amount Due This Period: \$2,084.00		
	Amount Remaining: \$27,916.00		
Please make check payable to Olsen Associates, Inc. Thank you.		<b>Total</b>	<b>\$2,084.00</b>



**CITY OF FERNANDINA BEACH**  
**PURCHASE ORDER**  
**CITY OF FERNANDINA BEACH**  
**FERNANDINA BEACH, FL 32034**

**FLORIDA STATE SALES TAX EXEMPTION: No 65-8012740105C-3**

<b>To: OLSEN ASSOCIATES, INC.</b> 2618 HERSCHEL STREET JACKSONVILLE, FL 32204-4512	<b>Date:</b> 12/22/2015	<b>Number:</b> 121217
	<b>Ship Via:</b> BEST WAY	<b>Delivery Date:</b>
	<b>Terms:</b>	<b>Buyer:</b> NICOLE BEDNAF
<b>Ship To:</b> CITY OF FERNANDINA OFFICE OF THE CITY MANAGER 204 ASH STREET FERNANDINA BEACH, FL 32034		<b>Bill To:</b> CITY OF FERNANDINA BEACH - CMO 204 ASH STREET FERNANDINA BEACH, FL 32034

Quantity	Description	Unit Price	Amount
	<b>TASK ORDER 2015-01</b>  PROVIDE COASTAL ENGINEERING PROFESSIONAL SERVICES ON A T&M BASIS AS REQUIRED OR REQUESTED BY THE CITY FOR THE PERIOD OF OCTOBER 1, 2015 THRU SEPTEMBER 30, 2016  THIS AMOUNT IS NOT SUBJECT TO COST-SHARING BY THE FDEP	30,000.00	30,000.
	SERVICES MAY INCLUDE WORK PERFORMED ON THE ANNUAL L.R. BEACH MANAGEMENT APPLICATION SUBMITTED TO FDEP, NAVY OR USACOE BEACH DISPOSAL LIAISON; CORRDINATION OR LIAISON WITH CITY STAFF, MSTU ISSUES, ETC.		
	APPROVED BY THE CITY COMMISSION VIA RESOLUTION 2015-176 ON DECEMBER 15, 2015		
		<b>Total</b>	<b>30,000.</b>
	Cost Distribution 300-3000-572.6426 30,000.00		
2416	Pymt. 1 Inv. 2016026 30,000.00	2,084.00	27,916.00

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.  
\*\*\*REFER TO THIS NUMBER ON ALL CORRESPONDENCE\*\*\*EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE  
\*\*\*FERNANDINA BEACH TERMS & CONDITIONS APPLY\*\*\*

IMPORTANT-SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.  
SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPERATELY

PROJECT NO:

FINANCE DIRECTOR'S INITIALS

DEPT. HEAD SIGNATURE

CITY MANAGER APPROVAL

FUNDS ARE: AVAILABLE & ENCUMBERED:

UNAVAILABLE IN ACCOUNT

PROPERTY RECORD NEEDED YES

NO

CITY OF FERNANDINA BEACH  
Request for Payment

DEPARTMENT: CMO

DATE: 2/4/16

MAKE CHECK PAYABLE TO:

Olsen Associates  
2618 Herschel St.  
Jacksonville, FL 32204

FOR: 1<sup>st</sup> payment toward PO # 121217. (Task Order 2015-01). Approved by the City Commission via Resolution 2015-176.

ACCOUNT: 300-3000-572.6426

AMOUNT: \$ 2,084.00

CHECKED FEB 08 2016

FUNDS AVAILABLE:

NB 24-16

SIGNED: \_\_\_\_\_

Department Director

SIGNED: \_\_\_\_\_

J. Harris 2-8-16  
Controller

SIGNED: \_\_\_\_\_

Will Martin  
City Manager 2/6/16

PLEASE SEND COPY OF CHECK TO CHERYL

Is Property Record Needed:

YES: \_\_\_\_\_

NO: X



BF  
ENTERED FEB 01 2016

DETACH BEFORE DEPOSITING

11 144331 10631130991 10 300 3011

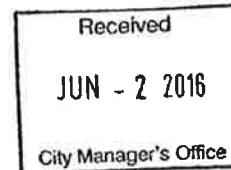
<b>Date:</b> 6/17/16		<b>Check:</b> 144331		<b>Amount:</b> 12,152.00		<b>Discount:</b> 0.00		<b>Vendor:</b> OLSEN ASSOCIATES, INC.	
<b>Invoice</b>	<b>Amount</b>	<b>Reference</b>	<b>Amount</b>	<b>Description</b>	<b>Distribution</b>	<b>Amount</b>			
2ND PAYMENT 201611	12,152.00	765987	12,152.00	TASK ORDER 2015-01	300-3000-572.6426	12,152.00			

**Olsen Associates, Inc.****Invoice**

2618 Herschel Street  
Jacksonville, FL 32204-4512  
(904) 387-6114 FAX (904) 384-7368

DATE	INVOICE #
6/2/2016	2016151

BILL TO
City of Fernandina Beach Attn: Dale Martin, City Manager 204 Ash Street Fernandina Beach, FL 32034 cc: Nicole Bednar, Admin Asst.



P.O. NO.	TERMS
T.O. 2015-01	Net 30 Days

QTY	DESCRIPTION	RATE	AMOUNT
	Coastal Engineering Services Relating to Beach Management Issues [Feb - May, 2016] (\$30,000)		
	LABOR:		
48	Labor - Erik J. Olsen, Principal Engineer	230.00	11,040.00
4	Labor - William A. Hobensack, Coastal Engineer I	134.00	536.00
8	Labor - Heather L. Kalka, Administrative Assistant	72.00	576.00
	Subtotal of Labor		12,152.00
	Amount Invoiced To Date: \$14,236.00 Amount Previously Invoiced: \$2,084.00 Amount Due This Period: \$12,152.00 Amount Remaining: \$15,764.00		
Please make check payable to Olsen Associates, Inc. Thank you.		<b>Total</b>	<b>\$12,152.00</b>



**CITY OF FERNANDINA BEACH**  
**PURCHASE ORDER**  
**CITY OF FERNANDINA BEACH**  
**FERNANDINA BEACH, FL 32034**

**FLORIDA STATE SALES TAX EXEMPTION: No 85-8012740105C-3**

<b>To: OLSEN ASSOCIATES, INC.</b> 2618 HERSCHEL STREET JACKSONVILLE, FL 32204-4512	<b>Date:</b> 12/22/2015	<b>Number:</b> 121217
	<b>Ship Via:</b> BEST WAY	<b>Delivery Date:</b>
	<b>Terms:</b>	<b>Buyer:</b> NICOLE BEDNAI
<b>Ship To:</b> CITY OF FERNANDINA OFFICE OF THE CITY MANAGER 204 ASH STREET FERNANDINA BEACH, FL 32034		<b>Bill To:</b> CITY OF FERNANDINA BEACH - CMO 204 ASH STREET FERNANDINA BEACH, FL 32034

Quantity	Description	Unit Price	Amount
	<b>TASK ORDER 2015-01</b>  PROVIDE COASTAL ENGINEERING PROFESSIONAL SERVICES ON A T&M BASIS AS REQUIRED OR REQUESTED BY THE CITY FOR THE PERIOD OF OCTOBER 1, 2015 THRU SEPTEMBER 30, 2016  THIS AMOUNT IS NOT SUBJECT TO COST-SHARING BY THE FDEP	30,000.00	30,000
	SERVICES MAY INCLUDE WORK PERFORMED ON THE ANNUAL L.R. BEACH MANAGEMENT APPLICATION SUBMITTED TO FDEP, NAVY OR USACOE BEACH DISPOSAL LIAISON; CORRDIATION OR LIAISON WITH CITY STAFF, MSTU ISSUES, ETC.		
	APPROVED BY THE CITY COMMISSION VIA RESOLUTION 2015-176 ON DECEMBER 15, 2015		
	<b>Cost Distribution</b>		
	300-3000-572.6426 30,000.00 24-16 Pymt. 1 Inv. 2016026 \$2,084.00 61016 Pymt. 2 Inv. 2016151 \$12,152.00		\$27,916.00 \$15,764.00
	<b>Total</b>		<b>30,000</b>

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.  
 \*\*\*REFER TO THIS NUMBER ON ALL CORRESPONDENCE\*\*\*EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE  
 \*\*\*FERNANDINA BEACH TERMS & CONDITIONS APPLY\*\*\*

IMPORTANT-SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.  
 SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPERATELY

<b>PROJECT NO:</b>	<b>FINANCE DIRECTOR'S INITIALS</b> <i>PAC</i>
<b>DEPT. HEAD SIGNATURE</b>	<i>12/28/15</i>
<b>CITY MANAGER APPROVAL</b> <i>[Signature]</i>	<i>12/23/15</i>
<b>FUNDS ARE: AVAILABLE &amp; ENCUMBERED:</b> <i>US 12-2015</i>	<b>UNAVAILABLE IN ACCOUNT</b>

PROPERTY RECORD NEEDED YES

NO *X*

CITY OF FERNANDINA BEACH  
Request for Payment

DEPARTMENT: CMO

DATE: 6/10/16

MAKE CHECK PAYABLE TO: Olsen Associates  
2618 Herschel St.  
Jacksonville, FL 32204

FOR: 2nd payment toward PO # 121217. (Task Order 2015-01). Approved by the City Commission via Resolution 2015-176.

ACCOUNT: 300-3000-572.6426

AMOUNT: \$ 12,152.00

CHECKED JUN 13 2016  
FUNDS AVAILABLE: NB 6-10-16 SIGNED: \_\_\_\_\_  
Department Director

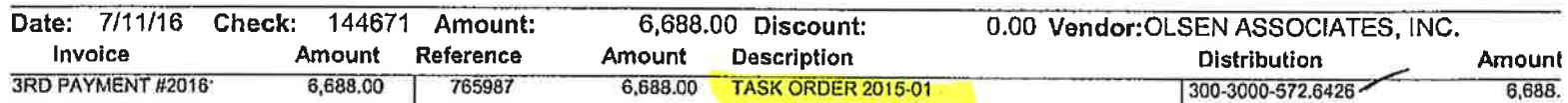
SIGNED: J. Harris 6-14-16 SIGNED: Dale S. Smith  
Controller City Manager 6/13/16

PLEASE SEND COPY OF CHECK TO CHERYL

Is Property Record Needed:  
YES: \_\_\_\_\_ NO: X



B  
ENTERED JUN 13 2016

DETACH BEFORE DEPOSITING



**Olsen Associates, Inc.****Invoice**

2618 Herschel Street  
Jacksonville, FL 32204-4512  
(904) 387-6114 FAX (904) 384-7368

DATE	INVOICE #
7/5/2016	2016171

**BILL TO**

City of Fernandina Beach  
Attn: Dale Martin, City Manager  
204 Ash Street  
Fernandina Beach, FL 32034  
cc: Nicole Bednar, Admin Asst.

P.O. NO.

T.O. 2015-01

TERMS

Net 30 Days

QTY	DESCRIPTION	RATE	AMOUNT
	Coastal Engineering Services Relating to Beach Management Issues [June, 2016] (\$30,000)		
	LABOR:		
16	Labor - Erik J. Olsen, Principal Engineer	230.00	3,680.00
4	Labor - William A. Hobensack, Coastal Engineer I	134.00	536.00
1	Labor - Heather L. Kalka, Administrative Assistant	72.00	72.00
	Subtotal of Labor		4,288.00
	DIRECT EXPENSES:		
	Aerial Photography (May 2016)	2,400.00	2,400.00
	Amount Invoiced To Date: \$20,924.00 Amount Previously Invoiced: \$14,236.00 Amount Due This Period: \$6,688.00 Amount Remaining: \$9,076.00		
Please make check payable to Olsen Associates, Inc. Thank you.		<b>Total</b>	<b>\$6,688.00</b>

## CITY OF FERNANDINA BEACH

## PURCHASE ORDER

CITY OF FERNANDINA BEACH

FERNANDINA BEACH, FL 32034

FLORIDA STATE SALES TAX EXEMPTION: No 85-8012740105C-3

To: OLSEN ASSOCIATES, INC. 2618 HERSCHEL STREET JACKSONVILLE, FL 32204-4512	Date: 12/22/2015	Number: 12121
	Ship Via: BEST WAY	Delivery Date:
	Terms:	Buyer: NICOLE BEDNAI
Ship To: CITY OF FERNANDINA OFFICE OF THE CITY MANAGER 204 ASH STREET FERNANDINA BEACH, FL 32034	Bill To: CITY OF FERNANDINA BEACH - CMO 204 ASH STREET FERNANDINA BEACH, FL 32034	

Quantity	Description	Unit Price	Amount
	TASK ORDER 2015-01	30,000.00	30,000
	PROVIDE COASTAL ENGINEERING PROFESSIONAL SERVICES ON A T&M BASIS AS REQUIRED OR REQUESTED BY THE CITY FOR THE PERIOD OF OCTOBER 1, 2015 THRU SEPTEMBER 30, 2016		
	THIS AMOUNT IS NOT SUBJECT TO COST-SHARING BY THE FDEP		
	SERVICES MAY INCLUDE WORK PERFORMED ON THE ANNUAL L.R. BEACH MANAGEMENT APPLICATION SUBMITTED TO FDEP, NAVY OR USACOE BEACH DISPOSAL LIAISON; CORRDINATION OR LIAISON WITH CITY STAFF, MSTU ISSUES, ETC.		
	APPROVED BY THE CITY COMMISSION VIA RESOLUTION 2015-176 ON DECEMBER 15, 2015		
		Total	30,000
	Cost Distribution		
	300-3000-572.6426 30,000.00		
2-4-16	Pymt. 1 Inv. 2016026	\$2,084.00	\$2,916.00
6-10-16	Pymt. 2 Inv. 2016151	\$12,152.00	\$15,764.00
7-6-16	Pymt. 3 Inv. 2016171	\$6,988.00	\$8,776.00

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.  
 \*\*\*REFER TO THIS NUMBER ON ALL CORRESPONDENCE\*\*\*EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE  
 \*\*\*FERNANDINA BEACH TERMS & CONDITIONS APPLY\*\*\*

IMPORTANT--SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.  
 SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPERATELY

PROJECT NO:

FINANCE DIRECTOR'S INITIALS

DEPT. HEAD SIGNATURE

CITY MANAGER APPROVAL

FUNDS ARE: AVAILABLE &amp; ENCUMBERED:

UNAVAILABLE IN ACCOUNT

PROPERTY RECORD NEEDED YES

NO

PLEASE SEND COMPLETE FORMS TO FINANCE DEPARTMENT. YOUR COPIES WILL BE RETURNED TO YOU.

CITY OF FERNANDINA BEACH  
Request for Payment

DEPARTMENT: CMO

DATE: 7/6/16

MAKE CHECK PAYABLE TO: Olsen Associates  
2618 Herschel St.  
Jacksonville, FL 32204

FOR: 3rd payment toward PO # 121217. (Task Order 2015-01). Approved by the City Commission via Resolution 2015-176.

ACCOUNT: 300-3000-572.6426

AMOUNT: ~~\$6,988.00~~ <sup>6688.00</sup>

*[Handwritten signature]*

CHECKED JUL 07 2016  
FUNDS AVAILABLE: 137-676 SIGNED: \_\_\_\_\_  
Department Director

SIGNED: *[Signature]* SIGNED: *[Signature]*  
Controller 7/7/16 City Manager 7/7/16

PLEASE SEND COPY OF CHECK TO CHERYL

Is Property Record Needed:  
YES: \_\_\_\_\_ NO: X

*[Handwritten signature]*



**INVOICE NO.**

**GROSS AMOUNT**

**DISCOUNT**

NET AMOUNT

9/30/16 4TH PAYMENT #2016239

4,284.00

4,284.6

TOTAL	4,284.
-------	--------

DETACH BEFORE DEPOSITING



**CITY OF FERNANDINA BEACH**  
204 ASH STREET  
FERNANDINA BEACH, FLORIDA 32034

**FIRST COAST  
COMMUNITY BANK**  
83-1309/831

14581

14581

**PAY**

DOLLARS AND

**CENTS**

DATE \_\_\_\_\_

AMOUNT

\*\*\* Four Thousand Two Hundred Eighty Four and XX/100 Dollars \*\*\*

9/27/16

**\$4,284.00**

TO THE ORDER  
OF

**OLSEN ASSOCIATES, INC.**

2618 HERSCHEL STREET  
JACKSONVILLE, FL, 32204-4512

Dale A Martin  
Caroline Best

"145816" :063113099: 10 300 30"

**Date:** 9/27/16 **Check:** 145816 **Amount:** 4,284.00 **Discount:** 0.00 **Vendor:** OLSEN ASSOCIATES, INC.

Invoice	Amount	Reference	Amount	Description	Distribution	Amount
4TH PAYMENT #2016	4,284.00	765987	4,284.00	TASK ORDER 2015-01	300-3000-572.6426	4,284.00

**Olsen Associates, Inc.****Invoice**

2618 Herschel Street  
Jacksonville, FL 32204-4512  
(904) 387-6114 FAX (904) 384-7368

DATE	INVOICE #
9/30/2016	2016239

**BILL TO**

City of Fernandina Beach  
Attn: Dale Martin, City Manager  
204 Ash Street  
Fernandina Beach, FL 32034  
cc: Nicole Bednar, Admin Asst.

P.O. NO.

TERMS

T.O. 2015-01

Net 30 Days

QTY	DESCRIPTION	RATE	AMOUNT
	Coastal Engineering Services Relating to Beach Management Issues [July - September, 2016] (\$30,000) P.O. 121217		
	LABOR:		
18	Labor - Erik J. Olsen, Principal Engineer	230.00	4,140.00
2	Labor - Heather L. Kalka, Administrative Assistant	72.00	144.00
	Subtotal of Labor		4,284.00
	DIRECT EXPENSES:		
	None	0.00	0.00
	Amount Invoiced To Date: \$25,208.00 Amount Previously Invoiced: \$20,924.00 Amount Due This Period: \$4,284.00 Amount Remaining: \$4,792.00		
	<div>Received SEP 19 2016 City Manager's Office</div>		
Please make check payable to Olsen Associates, Inc. Thank you.		<b>Total</b>	<b>\$4,284.00</b>



## CITY OF FERNANDINA BEACH

## PURCHASE ORDER

CITY OF FERNANDINA BEACH

FERNANDINA BEACH, FL 32034

FLORIDA STATE SALES TAX EXEMPTION: No 85-8012740105C-3

To: OLSEN ASSOCIATES, INC.  
2618 HERSCHEL STREET  
JACKSONVILLE, FL 32204-4512

Date: 12/22/2015

Number: 121217

Ship Via: BEST WAY

Delivery Date:

Terms:

Buyer: NICOLE BEDNAF

Ship To: CITY OF FERNANDINA  
OFFICE OF THE CITY MANAGER  
204 ASH STREET  
FERNANDINA BEACH, FL 32034

Bill To: CITY OF FERNANDINA BEACH - CMO  
204 ASH STREET  
FERNANDINA BEACH, FL 32034

Quantity	Description	Unit Price	Amount
	<b>TASK ORDER 2015-01</b>	30,000.00	30,000.
	PROVIDE COASTAL ENGINEERING PROFESSIONAL SERVICES ON A T&M BASIS AS REQUIRED OR REQUESTED BY THE CITY FOR THE PERIOD OF OCTOBER 1, 2015 THRU SEPTEMBER 30, 2016		
	THIS AMOUNT IS NOT SUBJECT TO COST-SHARING BY THE FDEP		
	SERVICES MAY INCLUDE WORK PERFORMED ON THE ANNUAL L.R. BEACH MANAGEMENT APPLICATION SUBMITTED TO FDEP, NAVY OR USACOE BEACH DISPOSAL LIAISON; CORRDINATION OR LIAISON WITH CITY STAFF, MSTU ISSUES, ETC.		
	APPROVED BY THE CITY COMMISSION VIA RESOLUTION 2015-176 ON DECEMBER 15, 2015		
		<b>Total</b>	<b>30,000.</b>
	<b>Cost Distribution</b>		
	300-3000-572.6426 30,000.00		
2-4-16	Pymt. 1 Inv. 2016026	\$2,084.00	\$27,916.00
6-10-16	Pymt. 2 Inv. 2016151	\$12,152.00	\$15,764.00
7-6-16	Pymt. 3 Inv. 2016171	\$6,688.00	\$9,076.00
9-19-16	Pymt. 4 Inv. 2016239	\$4,284.00	\$4,792.00

THE PURCHASE ORDER NUMBER MUST SHOW ON ALL PACKAGES - SHIPPING PAPERS - AND ON ALL INVOICES.  
\*\*\*REFER TO THIS NUMBER ON ALL CORRESPONDENCE.\*\*\*EACH PURCHASE ORDER MUST BE COVERED BY SEPARATE INVOICE  
\*\*\*FERNANDINA BEACH TERMS & CONDITIONS APPLY\*\*\*

IMPORTANT-SHOW FREIGHT CHARGES SEPARATELY ON YOUR INVOICE.  
SUPPORT FOR ALL FREIGHT CHARGES SHOULD BE SHOWN SEPERATELY

PROJECT NO:

FINANCE DIRECTOR'S INITIALS

DEPT. HEAD SIGNATURE

CITY MANAGER APPROVAL

FUNDS ARE: AVAILABLE &amp; ENCUMBERED:

UNAVAILABLE IN ACCOUNT

PROPERTY RECORD NEEDED YES

NO

PLEASE SEND COMPLETE FORMS TO FINANCE DEPARTMENT YOUR COPIES WILL BE RETURNED TO YOU



CITY OF FERNANDINA BEACH  
Request for Payment

DEPARTMENT: CMO

DATE: 9/19/16

MAKE CHECK PAYABLE TO:

Olsen Associates  
2618 Herschel St.  
Jacksonville, FL 32204

FOR: 4<sup>th</sup> payment toward ~~PO # 121217~~ (Task Order 2015-01). Approved by the City Commission via Resolution 2015-176.

ACCOUNT: 300-3000-572.6426

AMOUNT: \$ 4,284.00

CHECKED SEP 23 2016  
FUNDS AVAILABLE: 13919-16 SIGNED: \_\_\_\_\_  
Department Director

SIGNED: PAC Clifford SIGNED: Dale L. Martin  
Controller City Manager  
9/23/16 9/22/16

PLEASE SEND COPY OF CHECK TO CHERYL

Is Property Record Needed:

YES: \_\_\_\_\_ NO: X



ENTERED SEP 27  
BF

## RESOLUTION 2015-176

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA; APPROVING TASK ORDER #2015-01 FROM OLSEN ASSOCIATES, INC. FOR THE NASSAU COUNTY SHORE PROTECTION PROJECT; APPROVING A BUDGET AMENDMENT FOR UNANTICIPATED BEACH CONSTRUCTION PAYMENTS; REVISING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with Olsen Associates, Inc. to provide coastal engineering services for the Nassau County Shore Protection Project; and

WHEREAS, Task Order #2015-01 authorizes Olsen Associates, Inc. to prepare the FY 2016/17 Local Government Funding Request for Beach Management Projects to Florida Department of Environmental Protection (FDEP); provide liaison with the Navy and/or US Army Corps of Engineers regarding disposal of sand on the beach; provide liaison with City staff; and other miscellaneous engineering services; and

WHEREAS, Olsen Associates, Inc. has submitted Task Order #2015-01 in the amount of \$30,000 that is not eligible for FDEP reimbursement; however, the local cost share will be divided equally between the City and Nassau County; and

WHEREAS, a budget amendment is required because this item was not anticipated in the FY 2015/2016 budget. Staff recommends a transfer of \$30,000 from the Capital Improvement Fund's Reserve account, 300-3000-581.9520, to the Beach Renourishment Construction account, 300-3000-572.6426; and

WHEREAS, staff recommends a revision to the City's Five Year Capital Improvement Plan to include this Task Order and recognize the cost share by Nassau County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves Task Order #2015-01 with Olsen Associates, Inc. for Coastal Engineering Services for Beach Management, attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Task Order Memorandum 2015-01 Coastal Engineering Services, upon review and approval by the City Attorney.

SECTION 3. The City Commission hereby approves the budget transfer of \$30,000 from the Capital Improvement Fund's Reserve account, 300-3000-581.9520, to the Beach Renourishment Construction account, 300-3000-572.6426.

SECTION 4. The City Commission hereby approves a revision to the City's Five Year Capital Improvement Plan to include this Task Order and recognize the cost share by Nassau County

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

ADOPTED this 15th day of December 2015.

CITY COMMISSION AGENDA ITEM  
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2015-~~176~~  
Budget Amendment /Five Year Capital Improvement Plan Amendment  
Task Order 2015-01 - Olsen Associates, Inc.

DEPARTMENT: City Manager's Office

ATTACHMENTS: ☐ Ordinance ☒ Resolution  
☒ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2015-~~176~~ Task Order 2015-01 with Olsen Associates, Inc. for professional coastal engineering services related to beach management issues. According to Code Sec 2-412 and Charter section 74, the Commission must approve any budget transfers over \$7,500. The purpose of the above budget transfer is to provide funds for the unbudgeted Task Order 2015-01 and approve a revision to the Five Year Capital Improvement Plan to include this Task Order.

SUMMARY: During the past 16 years, the City has had a Professional Services Agreement with Olsen Associates, Inc. to provide coastal engineering services. On July 18, 2006, the City Commission approved an amendment to the Agreement (Resolution 2006-142) that changed the general scope of work to be consistent with FDEP grant agreements.

At present, Olsen Associates, Inc. has submitted a task order memorandum (Exhibit "A") in the amount of \$30,000 to the City for the following engineering services: 1) Preparation of the FY 2016/17 Local Government Funding Request for Beach Management Projects to Florida DEP; 2) Liaison with the Navy and/or US Army Corps of Engineers regarding beach disposal; and 3) Liaison with City staff.

FISCAL IMPACT: The \$30,000 is not subject, at this time, to cost sharing with the Florida DEP. This expenditure was not budgeted. The budget amendment included as a part of this Resolution transfers \$30,000 from the Capital Improvement Fund's "Beach Reserve" account, 300-3000-581.9520, to the Beach Renourishment Construction expenditure account, 300-3000-572.6426. The Five Year Capital Improvement Plan is also revised to include this Task Order and recognize the 50% cost share by Nassau County.

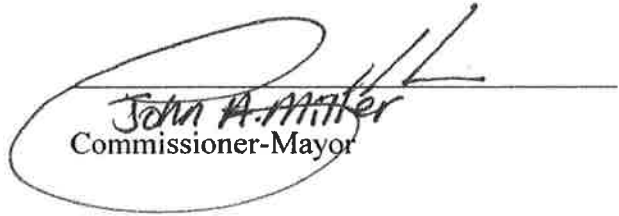
CITY ATTORNEY COMMENTS: None

DEPARTMENT HEAD	Submitted by: Dale L. Martin City Manager	Date: 12/1/2015
	Requested Agenda	Date: 12/15/2015
FINANCE DEPARTMENT	Approved as to Budget Requirements <i>PHC</i>	Date: 12/1/2015
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 12/3/2015
CITY MANAGER	Approved Agenda Item for <u>12/15/2015</u> <i>DWM</i>	Date: 12/8/2015

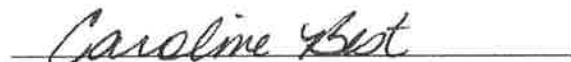
COMMISSION ACTION: ☒ Approved As Recommended ☐ Disapproved  
☐ Approved With Modification ☐ Postponed to Time Certain  
☐ Other ☐ Tabled

Approved at the City Commission  
*Regular* Meeting  
Held on *12/15/15*  
Voted: *10-1* Initial: *AB*

CITY OF FERNANDINA BEACH

  
Commissioner-Mayor

ATTEST:

  
Carolina Best  
City Clerk

APPROVED AS TO FORM AND LEGALITY

  
Tammi E. Bach  
City Attorney

**CITY OF FERNANDINA BEACH**  
**Task Order Memorandum**


**To:** Olsen Associates, Inc.  
2618 Herschel Street  
Jacksonville, FL 32204

**Date:** 1 December 2015  
**Contract:** Coastal Engineering  
**Request Made By:** Dale L. Martin, City Mgr.  
**Request Received By:** Erik J. Olsen, P.E.  
**Task Order No.** 2015-01

**Task Order Descriptions:** Professional Coastal Engineering Services  
Related to Beach Management Issues.  
(1 October 2015 – 30 September 2016)

The Consultant shall provide coastal engineering professional services on a T&M basis as required or requested by the City. Invoicing will be at prevailing rates and terms. The budget for the professional services is \$30,000.00 and is *not* subject to cost-sharing by the FDEP. Services may include work performed on the annual L.R. Beach Management Application submitted to FDEP, Navy or COE beach disposal liaison; coordination or liaison with City staff, MSTU issues, etc.

Olsen Associates, Inc.

  
Erik J. Olsen, President

City of Fernandina Beach, FL

  
Dale L. Martin, City Manager

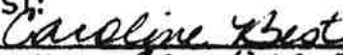
Date:

1 December 2015

Date:

12/18/15

ATTEST:

By:   
Printed Name: Caroline Best  
Title: City Clerk  
Date: 12/23/2015

APPROVED AS TO FORM AND LEGALITY:

  
CITY ATTORNEY

**CITY OF FERNANDINA BEACH  
REQUEST FOR BUDGET AMENDMENT**

BUDGET AMENDMENT NUMBER:

DATE: 12/1/215

DEPARTMENT: Capital Improvement Fund

REQUEST THAT THE ADOPTED BUDGET FOR THE FOLLOWING ACCOUNTS BE AMENDED:

FROM	TO	AMOUNT
300-3000-581.9520	300-3000-572.6426	
Reserve	Beach Renourishment Construction	30,000

**REASON FOR TRANSFER:**

Transfer funds for unbudgeted Olsen Task Order 2015-01. One half of the cost share to be provided by Nassau County.

RECOMMENDATIONS/COMMENTS: \_\_\_\_\_

P.H. Clifford 12/1/2015  
CONTROLLER DATE

Dale White 12/18/15  
CITY MANAGER DATE



City of Fernandina Beach, Florida
City of Fernandina Beach
Five Year Capital Plan
Annual Budget 2015-2016

Project Title/Justification	Funding Source		Cost	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	Priorities (Per Comp Plan Policy 8.01.02)				
	Gen Fund	*Other							A	B	C	D	E
Recreation Department													
BEACH RENOURISHMENT	27%	27% County	46% <sup>3</sup>	3,000,000	3,000,000				3				
BEACH RENOURISHMENT (City only portion)	100%			25,000		25,000			3				
BEACH RENOURISHMENT (City/County share)	50%	50% County		30,000	30,000								
BEACH MONITORING / REPORTING TURTLES	27%	27% County	46% <sup>3</sup>	432,000	144,000	144,000	144,000		3				
SANDBLAST,PRIME&REPAINT EXTERIOR SOFFITS-ATL	100%			25,000	25,000				6	1			
INSTALL AUDIO VISIAL AND ACCUSTIC IMPROVEMENT TO ARC AUD.	100%			50,000	50,000				6		1		
REPLACE ATL AC UNITS ON EAST SIDE OF BUILDING	100%			25,000		25,000			6	1			
REPLACE ATL AUDITORIUM AC UNITS	100%			50,000		50,000			6	1			
MICROSURFACE AND RESTRIPE ATLANTIC PARKING LOT	100%			25,000		25,000			6				
PAINT THE INTERIOR OF ATLANTIC & MLK CENTERS	100%			25,000		25,000			6				
Parks Department													
BEACH WALKOVERS RENOVATIONS AND RESTORE MATERIAL APPLICATIONS	100%			105,000	30,000	25,000	25,000	25,000	6	1			
EXPAND SOCCER CONCESSION & RESTROOMS	100%			50,000		50,000			6				
WALKOVER AT MARYLAND	100%			75,000		75,000			6				
INSTALL SHADE STRUCTURES FOR THREE LEAGUES	100%			150,000		150,000			1,6				
REPLACE PLAYGROUND EQUIPMENT AT MAIN BEACH PARK	100%			55,000		55,000			1,6	1			

Priority C:													
1. Capital Improvements that will increase efficient use of existing public facilities where the economic benefit that results from the improvement exceeds the economic cost of making the improvement.													
2. Capital Improvements that will promote redevelopment and/or infill development.													
Priority D:													
1. Capital Improvements needed to accommodate projected new development, that are consistent with the FLUM, and which represent a logical extension of public facilities.													
2. Capital Improvements needed to serve developments that were approved prior to the adoption of this Fernandina Beach Comprehensive Plan.													
Priority E:													
1. Capital Improvements that will further the plans of the St. Johns River Water Management District and other State agencies that may provide public facilities within the City.													



DEP AGREEMENT No: 13NA1  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF BEACHES AND COASTAL SYSTEMS  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
STATE OF FLORIDA  
GRANT AGREEMENT FOR  
NASSAU COUNTY SHORE PROTECTION PROJECT

RECEIVED

MAY 13 2013

DIVISION OF WATER  
RESOURCE MANAGEMENT

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and the CITY OF FERNANDINA BEACH, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 204 Ash Street, Fernandina Beach, Florida, 32034, for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control activities under the Florida Beach Management Funding Assistance Program; and,

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code, the LOCAL SPONSOR has resolved to support, serve as local sponsor, has the ability to perform the tasks associated with, and has demonstrated a financial commitment to the beach erosion control project as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the NASSAU COUNTY SHORE PROTECTION PROJECT, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" are used interchangeably, and the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end on September 30, 2016 Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the Department beginning on or after January 1, 2006, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be terminated by formal amendment.
3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.
5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.

6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of the restoration and maintenance of approximately 4.4 miles of Atlantic shoreline between DNR reference monuments R11 to R34. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT task, as specified in Table 1 below. It is understood and agreed that the detailed Scope of Work shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule prior to initiating the work. The tasks must be incorporated into the Grant Work Plan in the form of an approved amendment to this Agreement. The DEPARTMENT may require that at least ten percent (10%) of the total cost share for a specified task be forfeited for failure to obtain prior approval from the DEPARTMENT for a specified task.
8. A. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

**TABLE 1**

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
<b>2.0</b>	<b>Design and Permitting</b>				
2.1	Design Reimbursement (GRR)		\$150,573	\$173,658	<b>\$324,231</b>
2.2	Design Oversight		\$20,434	\$23,566	<b>\$44,000</b>
2.3	Design (Permit renewal by USACE)	\$918,135	\$112,660	\$129,932	<b>\$1,160,727</b>
	<b>Design sub total</b>	<b>\$918,135</b>	<b>\$283,667</b>	<b>\$327,156</b>	<b>\$1,528,958</b>
<b>3.0</b>	<b>Construction</b>				
3.1	Construction Oversight (Nourishment)		\$18,670	\$21,532	<b>\$40,202</b>
3.2	Construction (Nourishment)	\$9,492,000	\$1,164,644	\$1,343,356	<b>\$12,000,000</b>
3.3	Beach Disposal		\$9,288	\$10,712	<b>\$20,000</b>
	<b>Construction sub total</b>	<b>\$9,492,000</b>	<b>\$1,192,602</b>	<b>\$1,375,600</b>	<b>\$12,060,202</b>
<b>4.0</b>	<b>Monitoring</b>				
4.1	Physical Monitoring - Year 5		\$58,050	\$66,950	<b>\$125,000</b>
	<b>Monitoring sub total</b>		<b>\$58,050</b>	<b>\$66,950</b>	<b>\$125,000</b>
	<b>TOTAL PROJECT COSTS</b>	<b>\$10,410,135</b>	<b>\$1,534,319</b>	<b>\$1,769,706</b>	<b>\$13,714,160</b>

- B. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.

**RECEIVED**  
**MAY 13 2013**  
 DIVISION OF WATER  
 RESOURCE MANAGEMENT

9. The DEPARTMENT has determined that 92.88 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 \$1,534,319 for this PROJECT or up to 46.44 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share.
10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible project tasks that exceed the estimated project costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.
11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public for the preceding 10-year period. All parking must be clearly signed or otherwise designated as public beach access parking.
13.
  - A. In accordance with Section 216.181(16)(b), Florida Statutes, the DEPARTMENT, upon written request from the LOCAL SPONSOR, including justification for said request, and written approval from the State Chief Financial Officer, may provide an advance payment to the LOCAL SPONSOR. In addition to the written request for advance payment, the LOCAL SPONSOR shall also complete and submit the applicable portions of **Attachment C (Advance Payment Justification Form)**, attached hereto and made a part hereof. Consideration for advance payment is at the discretion of the DEPARTMENT, and shall be limited to eligible project study and construction costs identified in Table 1. The LOCAL SPONSOR's expenditures shall draw proportionally upon both the LOCAL SPONSOR's funds and the DEPARTMENT's advanced funds in accordance with the cost share ratios established pursuant to this Agreement.
  - B. If advance payment is authorized, the LOCAL SPONSOR shall temporarily invest the advanced funds in an interest bearing account. The LOCAL SPONSOR shall be responsible to the DEPARTMENT for a quarterly accounting of such funds on the dates identified in paragraph 16. Interest income shall be documented by the LOCAL SPONSOR's submission of a current statement of account from the financial institution or agent where such funds are invested. Interest income shall be returned to the DEPARTMENT, within thirty (30) days following each quarter as set forth under this Agreement.
  - C. **Attachment D (Advance Payment – Interest Earned Memorandum)**, attached hereto and made a part hereof, is provided as a sample of the document generated internally each calendar quarter by the DEPARTMENT's Bureau of Finance and Accounting for agreements that

authorized an advance payment. The DEPARTMENT's Grant Program Administrator shall forward such memorandum to the LOCAL SPONSOR's Project Manager, who shall be responsible for completion of the applicable interest statement details and submission to the DEPARTMENT each quarter. This responsibility shall continue as long as advanced funds remain with the LOCAL SPONSOR or until construction is completed and a final accounting on the advanced funds is completed and the unused funds and interest due the DEPARTMENT are returned to the DEPARTMENT. Unused funds, and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, shall be returned to the DEPARTMENT within sixty (60) days of the completion of the construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

D. The parties hereto acknowledge that the State Chief Financial Officer may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the State Chief Financial Officer, the LOCAL SPONSOR shall be notified, in writing, by the DEPARTMENT's Grant Program Administrator regarding the additional requirements. Prior to releasing any funds, the LOCAL SPONSOR shall be required to provide a written acknowledgement to the DEPARTMENT's Grant Program Administrator of the LOCAL SPONSOR's acceptance of the terms imposed by the State Chief Financial Officer for release of funds.

14. As consideration for the satisfactory completion of the eligible work, identified in Attachment A and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with **Attachment E (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment F (Request for Payment, PARTS I – III)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of the deliverables identified in the approved Scope of Work. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.
15. A. The DEPARTMENT's Project Manager shall have thirty (30) days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period will reset when such information is received as requested by the DEPARTMENT. Upon approval of the request for payment the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained for each eligible task/deliverable item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement. 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. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR 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).

16. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment F (Project Progress Report, Part III)**, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports may be required to be submitted electronically in Word .doc or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.
17. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment G (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.
18. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
19. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
20. The LOCAL SPONSOR's Project Manager for all matters is Joe Gerrity, Phone: (904) 277-7300. The DEPARTMENT's Project Manager for all technical matters is David Courson, Phone: (850) 922-7703 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 922-7711.
21. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
22.
  - A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
  - B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.

23. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the contact person at the addresses below.

LOCAL SPONSOR

DEPARTMENT

Joe Gerrity, City Manager  
City of Fernandina Beach  
204 Ash Street  
(850) 277-7300  
jgerrity@fbfl.org

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**MAY 13 2013**  
DIVISION OF WATER  
RESOURCE MANAGEMENT

Dena VanLandingham, Grant Program  
Administrator  
Department of Environmental Protection  
Bureau of Beaches and Coastal Systems  
3900 Commonwealth Blvd., MS 300  
Tallahassee, Florida 32399-3000  
(850) 922-7711  
Dena.vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 20 must be reduced to writing in the form of a Change Order to this Agreement.

24. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
25. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
26. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment H (Special Audit Requirements)**, attached hereto and made a part hereof. Exhibit 1 to Attachment H summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of Attachment H. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Program Administrator at 850/922-7711, to request a copy of the updated information.
- B. The LOCAL SPONSOR 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 LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_\_.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR 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 LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the LOCAL SPONSOR agrees to complete and submit the **Attachment I (Certification of Applicability to Single Audit Act Reporting)**, attached hereto and made a part hereof, within four (4) months following the end of the LOCAL SPONSOR's fiscal year. Attachment I should be submitted to the DEPARTMENT's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
27. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
28. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
30. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
31. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
32. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida Law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR. The DEPARTMENT shall have no liability except as specifically provided in this Agreement.
33. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.
34. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

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DIVISION OF WATER

SOURCE PROTECTION

35. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
36. A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS 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 LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. 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 LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, 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 LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.
- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR 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 LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.
37. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be

responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

- 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.
38. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.
39. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
40. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the Project Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a change in Project Manager, modification of deliverable due dates when such change does not involve an extension, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.
41. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
42. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
43. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals, and any other cause, whether of the

kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

44. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
45. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

**REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

CITY OF FERNANDINA BEACH

By: Joe Smith  
Title: City Manager

Date: May 8, 2013

FEID No. 59-6000317

ATTEST:  
By: Kimberly C. Smith  
Printed Name: Kimberly C. Smith  
Title: Deputy City Clerk  
Date: 5/8/13

[Signature]  
Local Sponsor's Attorney  
(if necessary)

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

RECEIVE  
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By: [Signature]  
Secretary or designee

Date: 5-15-2013

Dena VanLandingham  
Department of Environmental Protection  
Grant Program Administrator

APPROVED as to form and legality:

[Signature]  
Department of Environmental Protection  
Attorney

\*If someone other than the City Manager signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (5 pages)
Attachment	B	Funding Eligibility (2 page)
Attachment	C	Advanced Payment Justification Form (3 pages)
Attachment	D	Advanced Payment – Interest Earned Memorandum Sample (1 page)
Attachment	E	Contract Payment Requirements (1 page)
Attachment	F	Request For Payment, Parts I - III (4 pages)
Attachment	G	Project Completion Certification (1 page)
Attachment	H	Special Audit Requirements (5 pages)
Attachment	I	Certification of Applicability to Single Audit Act Reporting (3 Pages)

**ATTACHMENT A  
GRANT WORK PLAN**

**Project Title:** Nassau County Shore Protection Project

**Project Location:** Project consists of 4.4 miles of Atlantic shoreline in Nassau County between DEP monuments R11 to R34.

**Project Background:** Project design began in 1992 and initial beach restoration was completed in 2008.

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 standard technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2004) and Processing Plan and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. These plans may be found at <http://depnet/gis/geodata/index.htm> (GIS guidelines) and <http://www.dep.state.fl.us/beaches/publications/pdf/standard.pdf>. One (1) originals and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.

**Project Description:**

The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.

**2.0 DESIGN AND PERMITTING**

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for erosions control projects. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

**Performance standard:** All deliverables, reports, and monitoring results will be circulated to the DEPARTMENT for review and comment. When comments are received from the DEPARTMENT affirming that the deliverable is acceptable, payment will be authorized.

**Financial Consequence:** Any work product that does not meet the Performance Standard will not be eligible for reimbursement.

**2.1 Design Reimbursement (General Re-evaluation Report, 2006)**

In 2012, the USACE notified the City of Fernandina Beach that reimbursement for the non-federal share of design level efforts required for the 2008 restoration of the Nassau County Shore Protection Project would be required before design of the 2014 nourishment would proceed. Design level efforts for the restoration resulted in the drafting of a General Re-evaluation Report (GRR), including an Environmental Site Assessment. The total cost expended for the completion of the GRR was \$2,645,054. The non-Federal share of this cost (20.9%) is \$552,816. Based on an overpayment of \$228,585 made by the local sponsor in 2008, \$324,230 is still outstanding and payable upon request, pursuant to Article VI.B.3 of the Project Cooperative Agreement. The USACE sent the letter of demand to the local sponsor on 09/21/2012. Nourishment of the next federal project will not proceed until

the outstanding balance has been paid and the account is fully reconciled. These expenses are eligible for state cost sharing.

Deliverable A: GRR design document was received in April of 2006 and approved by the Department on September 6, 2007, via issuance of a Joint Coastal Permit (0264288-001-JC) for the 2008 Restoration. A copy of the demand letter from USACE requesting funds owed for the GRR will be submitted along with the reimbursement request.  
Total Cost: \$324,231 (DEP cost: \$150,573).  
Due Date: June 30, 2015.

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## **2.2 Design Oversight (2014 Nourishment)**

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RESOURCE MANAGEMENT

For the restoration project construction in 2008, the City's consultant was responsible for major updates in project design, completing borrow site redevelopment, and the acquisition of all permits, including a water quality variance necessitated by construction activities located in an Outstanding Florida Waterbody/ Aquatic Preserve. The local sponsor is the current permit holder for the project.

For the first nourishment (anticipated for 2014/2015), Corps staff will assume all permitting responsibilities, including the formulation of a Limited Re-evaluation Report or other required design documents. Professional services are required by the City's consultant for the in-depth review of the permit for the nourishment and QA/QC assessment of all design/permit activities for purposes of feasibility and agency concurrence. The local sponsor's consultant will participate in a Project Development Team (PDT) over a 12-18 month period. The consultant will provide technical guidance and represent the interests of both the City and the Florida Park Service (FPS) in all matters, such as Contractor access and storage, environmental issues, easements, etc.

Deliverable A: Summary report of actions taken to assist Corps staff in the permitting and design of the project's first nourishment, including the reuse of an existing borrow site and acquisition of a Joint Coastal Permit.

Total Cost: 32,000 (DEP cost: \$14,860).  
Due Date: June 30, 2015.

Deliverable B: A summary report describing the City's consultant review of surveys, design plans and specifications prepared for project construction by the U.S. Army Corps of Engineers, including review of compliance with permit and lease conditions and design elements intended to optimize project performance and cost efficiencies.

Total Cost: \$12,000 (DEP cost: \$5,574)  
Due Date: June 30, 2015.

## **2.3 Design –Permit Renewal by USACE**

Design tasks include completion of all design plans and specs, acquisition of a Joint Coastal Permit, completion of all National Environmental Policy Act (NEPA) documentation, and coordinating the updates of key archaeological documentation with the State Historical Preservation Office (SHPO) for the upcoming nourishment, anticipated for in FY 2014.

Deliverable A: Completion of all tasks required for the issuance of a Joint Coastal Permit from the Florida Department of Environmental Protection. Activities include submittal of permit application, responses to Requests for Additional Information (RAI's), completion of National Environmental Policy Act compliance documentation, and submittal of updates

to archaeological documentation with the State Historical Preservation Office.  
Total Non-federal Cost: \$242,592 (DEP cost: \$112,660).  
Due Date: June 30, 2015.

### **3.0 Construction**

Work performed and costs associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

**Performance Standard:** Work products (Deliverables) must meet acceptance standards of the engineer, building code inspector, Joint Coastal Permit, or a combination of these, as required, to assure all project-related construction is completed to desired specifications.

**Financial Consequence:** Any work product that does not meet the Performance Standard will not be eligible for reimbursement.

### **3.1 Construction Oversight (Nourishment)**

The USACE will construct the Nassau County Shore Protection Project located within the limits of the City of Fernandina Beach. The consultant shall represent the local sponsor's interest during the period of construction (anticipated for 2014). Similarly, the Ft. Clinch State Park's property and environmental interests will be considered. The consultant shall provide technical assistance to the Corps in review of the Contractor's submittals and construction plans, and preparation of contract modifications, to ensure compliance with permit requirements. Review of project bids. The Consultant shall likewise attend a pre-construction conference, weekly progress meetings (as required), and perform periodic field examination of construction activity and post-construction inspection to assist Corps in implementing construction in accordance with permit conditions and in the specific best interests of the State and the City of Fernandina Beach. The Consultant shall likewise seek to provide specific technical recommendations to Corps for construction contract modifications required to ensure project construction in accordance with the project permit, objective, performance expectations, the fiscal constraints of the City of Fernandina Beach and best environmental practices.

Deliverable A: Summary report of project documents, special permit terms of assessment of bids and federal contract as the local sponsor representative.  
Total Cost: \$10,202 (DEP cost: \$4,738).  
Due Date: June 30, 2015.

Deliverable B: Monthly progress reports to City and Department summarizing: Contractor performance; fiscal issues (actual or predicted); environmental matters; public or private interest conflicts (and resolution); permit compliance; etc. At completion, an overall summary report will be issued.  
Total Cost: \$30,000 (DEP cost: \$13,932).  
Due Date: December 31, 2015.

### **3.2 Construction of Beach Nourishment**

The local sponsor has contracted with the U.S. Army Corps of Engineers (USACE) to conduct a nourishment of the Federal project. The proposal consists of the nourishment of approximately 4.4 miles of beach using sand from an offshore borrow source. Advance payment of the non-federal cost share for construction will be requested in a letter from the USACE. Construction is anticipated for 2014.

Deliverable A: Construction of the Federal nourishment of the Nassau County Shore Protection Project, as verified by the permit-required, immediate post-construction surveys. Total non-federal cost: \$2,508,000 (DEP cost \$1,164,644).

Due Date: December 31, 2015.

### **3.3 Beach Disposal (Coordination/Liaison)**

The City consultant will seek to ensure compliance with the Inlet Management Plan for St. Mary's Inlet, which requires beach disposal of beach quality sand dredged from St. Mary's Entrance channel by the USACE, on behalf of the U.S. Navy. The IMP authorizes dredge disposal locations on Amelia Island at Ft. Clinch or within the template of the Nassau County Shore Protection Project. The goal of the task is to seek strategic beach placement sufficient to increase the longevity of the Nassau County Shore Protection Project.

Deliverable A: Summary report of actions taken to ensure onshore placement of beach quality sand. Liaison is required with the FDEP, U.S. Navy, USACE, City of Fernandina Beach and FPS. The review and analysis of any federal Permit renewals (process underway) or modification is included.

Total Cost: \$20,000 (DEP cost: \$9,288).

Due Date: June 30, 2015.

### **4.0 Monitoring**

A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities with the Department's Regional Coastal Monitoring Program.

**Performance standard:** All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

**Financial Consequence:** Any work product that does not meet the Performance Standard will not be eligible for reimbursement.

#### **4.1 Physical Monitoring (Year 5)**

A monitoring program conducted in accordance with the requirements specified in all permits issued for the project by the Department and the US Army Corps of Engineers. A monitoring plan was approved by the Department prior to the initiation of the Year-1 monitoring activities. That plan has been developed in a manner that will coordinate the monitoring activities associated with current shoreline stabilization projects located within

or adjacent to the project area and with the Department's Regional Coastal Monitoring Program. The Year 5 monitoring will evaluate the performance of the 2008 federal restoration, the condition of the federally authorized beach fill template throughout the project limits and the condition of the project borrow site. Any relevant federal beach disposal activities or storm impacts will likewise be addressed. Recommendations will be made regarding the estimated fill volume of the first pending nourishment, anticipated for 2014.

Deliverable A: Year-5 Post Construction Beach Profile Monitoring and Borrow Site Survey Data and Summary of Compilation.

Total Cost: \$30,500 (DEP cost: \$14,164).

Due Date: November 30, 2013.

Deliverable B: Year 5 Post-Construction Aerial Photography and mosaic images (required by Permit).

Total Cost: \$14,000 (DEP cost: \$6,502).

Due Date: December 31, 2013.

Deliverable C: Year-5 Post-Construction Physical Monitoring Report for 2008 project.

Total Cost: \$80,500 (DEP cost: \$37,384)

Due Date: January 31, 2014.

**NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance.**

**All Tasks are Contractual Services.**

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DIVISION OF WATER  
RESOURCE MANAGEMENT



## ATTACHMENT A-2 REVISED GRANT WORK PLAN

**Project Title:** Nassau County Shore Protection Project.

**Project Location:** Nassau County of 4.4 miles of Atlantic shoreline at DEP monuments R11 to R34.

**Project Background:** Nourishment of approximately 3.8 miles of Atlantic shoreline between DEP monuments R11 and R34. Restoration was completed in 2008 and nourishment is scheduled for 2014. Staff has determined that 92.88 percent of the project is eligible for State cost sharing.

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 technical specifications contained in the DEPARTMENT'S Monitoring Standards for Beach Erosion Control Projects (2014) and Processing Plan and Geographic Information System Guidelines, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. This plan 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.

### **Project Description:**

**The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.**

### **2.0 Design and Permitting**

Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. This item specifically excludes permit application fees or any other fees paid to the State of Florida.

**Performance Standard:** All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

### **2.1 Design Reimbursement (General Re-evaluation Report, 2006)**

Design level efforts for the 2008 restoration of the Nassau County Shore Protection Project resulted in the completion of a General Re-evaluation Report (GRR), including an Environmental Site Assessment. On 09/21/2012, the U.S. Army Corps of Engineers (USACE) notified the City of Fernandina Beach that they required to reimburse the USACE for the non-federal share of design level efforts for the GRR. The total cost expended for the completion of the GRR was \$2,645,054. The non-Federal share of this cost (20.9%) is \$552,816. Based on an overpayment of \$228,585 made by the local sponsor in 2008, \$324,230 is still outstanding and payable upon request, pursuant to Article VI.B.3 of the Project Cooperative Agreement. Nourishment of the next federal project, anticipated for 2014, will not proceed until the outstanding balance has been paid and the account is fully reconciled. The state did provide cost sharing in the construction of the restoration in 2008 and these expenses for design are likewise eligible for state cost sharing.

**Deliverable A:** GRR design document was received in April of 2006 and approved by the Department on September 6, 2007, via issuance of a Joint Coastal Permit (0264288-001-JC) for the 2008 Restoration. A copy of the demand letter from USACE requesting funds owed for the GRR will be submitted along with the reimbursement request.

**Total Cost:** \$324,231 (**DEPARTMENT Cost:** \$150,573).

**Due Date:** June 30, 2015. Task is 100% Completed.

## **2.2 Design Oversight (2014 Nourishment)**

The City's consultant shall assist the U.S. Army Corps of Engineers in the development of an Alternate Plan for nourishment intended to a.) maximize resource recovery of sand from the St. Mary's Entrance maintenance dredging operations by the U.S. Navy, and b.) reduce the future cost of maintenance of the Nassau County Shore Protection Project. The consultant shall participate on a Project Development Team (PDT), and provide design guidance regarding a preferred scheme for nourishment. Reports or memoranda by the consultant shall detail the Plan goals, post-fill obligations, potential costing and schedule-of-events. Reporting as a prototype 2015/2016 disposal event comprising some 300,000 cy of fill shall be provided to the City and Department.

**Deliverable A:** Summary report of actions taken to assist Corps staff in the permitting and design of the project's first nourishment, including the reuse of an existing borrow site and acquisition of a Joint Coastal Permit.

**Total Cost:** \$32,000 (**DEPARTMENT Cost:** \$14,860).

**Due Date:** September 30, 2016.

**Deliverable B:** A summary report of describing the City's consultant review of surveys, design plans and specifications prepared for project construction by the U.S. Army Corps of Engineers, including review of compliance with permit and lease conditions and design elements intended to optimize project performance and cost efficiencies.

 **Total Cost:** \$12,000 (**DEPARTMENT Cost:** \$5,574).

**Due Date:** September 30, 2016.

## **2.3 Design –Permit Renewal by USACE**

Design tasks include completion of all design plans and specs, acquisition of a Joint Coastal Permit, completion of all National Environmental Policy Act (NEPA) documentation, and coordinating the updates of key archaeological documentation with the State Historical Preservation Office (SHPO) for the upcoming nourishment, anticipated for in FY 2014. Funds will be remitted to the USACE for completion of outlined tasks.

**Deliverable A:** Completion of all tasks required for the issuance of a Joint Coastal Permit from the Florida Department of Environmental Protection. Activities include submittal of permit application, responses to Requests for Additional Information (RAI's), completion of National Environmental Policy Act compliance documentation, and submittal of updates to archaeological documentation with the State Historical Preservation Office.

**Total Non-federal Cost:** \$242,592 (**DEPARTMENT Cost:** \$112,660).

**Due Date:** June 30, 2015. Task is 100% Completed.

## **3.0 Construction**

Work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

**Performance Standard:** Work products (Deliverables) must meet acceptance standards of the engineer, building code inspector, Joint Coastal Permit (JCP), or a combination of these, as required, to assure all project-related construction is completed to desired specifications.

### **3.1 Construction Oversight (Nourishment)**

The USACE will construct the Nassau County Shore Protection Project located within the limits of the City of Fernandina Beach. The consultant shall represent the local sponsor's interest during the period of construction (anticipated for 2014). Similarly, the Ft. Clinch State Park's property and environmental interests will be considered. The consultant shall provide technical assistance to the Corps in review of the Contractor's submittals and construction plans, preparation of contract modifications, to ensure compliance with permit requirements and review of project bids. The Consultant shall likewise attend a pre-construction conference, weekly progress meetings (as required), and perform periodic field examination of construction activity and post-construction inspection to assist Corps in implementing construction in accordance with permit conditions and in the specific best interests of the State and the City of Fernandina Beach. The Consultant shall likewise seek to provide specific technical recommendations to Corps for construction contract modifications required to ensure project construction in accordance with the project permit, objective, performance expectations, the fiscal constraints of the City of Fernandina Beach and best environmental practices.

**Deliverable A:** Summary report of project documents, special permit terms of assessment of bids and federal contract as the local sponsor representative.

**Total Cost:** \$10,202 (**DEPARTMENT Cost:** \$4,738).

**Due Date:** September 30, 2016.

**Deliverable B:** Monthly progress reports to City and Department summarizing: Contractor performance; fiscal issues (actual or predicted); environmental matters; public or private interest conflicts (and resolution); permit compliance; etc. At completion, an overall summary report will be issued.

**Total Cost:** \$30,000 (**DEPARTMENT Cost:** \$13,932).

**Due Date:** September 30, 2016.

### **3.2 Construction of Beach Nourishment**

The local sponsor has contracted with the U.S. Army Corps of Engineers (USACE) to conduct a nourishment of the Federal project. The proposal consists of the nourishment of approximately 4.4 miles of beach using sand from an offshore borrow source. Construction is anticipated for 2014. Advance payment of the non-federal cost share for construction will be requested in a letter from the USACE.

**Deliverable A:** Construction of the Federal nourishment of the Nassau County Shore Protection Project, as verified by the permit-required, immediate post-construction surveys.

**Total non-federal cost:** \$2,508,000 (**DEPARTMENT Cost:** \$1,164,644).

**Due Date:** September 30, 2016.

### **3.3 Beach Disposal (Coordination/Liaison)**

The City consultant will seek to ensure compliance with the Inlet Management Plan for St. Mary's Inlet, which requires beach disposal of beach quality sand dredged from St. Mary's Entrance channel by the USACE, on behalf of the U.S. Navy. The IMP authorizes dredge disposal locations on Amelia Island at Ft. Clinch or within the template of the Nassau County Shore Protection Project. The goal of the task is to seek strategic beach placement sufficient to increase the longevity of the Nassau County Shore Protection Project.

**Deliverable A:** Summary report of actions taken to ensure onshore placement of beach quality sand. Liaison is required with the FDEP, U.S. Navy, USACE, City of Fernandina Beach and FPS. The review and analysis of any federal Permit renewals (process underway) or modification is included.

**Total Cost:** \$20,000 (**DEPARTMENT Cost:** \$9,288).

**Due Date:** June 30, 2015. Task is 100% Completed.

#### **4.0 Monitoring**

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**Performance Standard:** All deliverables, reports, and monitoring results will be circulated to the DEPARTMENT for review and comment. When comments are received from the DEPARTMENT affirming that the deliverable is acceptable, payment will be authorized.

#### **4.1 Physical Monitoring (Year 5)**

A monitoring program conducted in accordance with the requirements specified in all permits issued for the project by the Department and the USACE. A monitoring plan was approved by the Department prior to the initiation of the Year 1 monitoring activities. That plan has been developed in a manner that will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the project area and with the Department's Regional Coastal Monitoring Program. The Year 5 monitoring will evaluate the performance of the 2008 federal restoration, the condition of the federally authorized beach fill template throughout the project limits and the condition of the project borrow site. Any relevant federal beach disposal activities or storm impacts will likewise be addressed. Recommendations will be made regarding the estimated fill volume of the first pending nourishment, anticipated for 2014.

**Deliverable A:** Year 5 Post-Construction Beach Profile Monitoring and Borrow Site Survey Data and Summary of Compilation.

**Total Cost:** \$30,500 (**DEPARTMENT Cost:** \$14,164).

**Due Date:** November 30, 2013. Task is 100% Completed.

**Deliverable B:** Year 5 Post-Construction Aerial Photography and mosaic images (required by Permit).

**Total Cost:** \$14,000 (**DEPARTMENT Cost:** \$6,502).

**Due Date:** December 31, 2013. Task is 100% Completed.

**Deliverable C:** Year 5 Post-Construction Physical Monitoring Report for 2008 restoration project.

**Total Cost:** \$80,500 (**DEPARTMENT Cost:** \$37,384).

**Due Date:** January 31, 2014. Task is 100% Completed.

**NOTE:** The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance.

**All Tasks are Contractual Services.**