



MEMO

City of Venice DEVELOPMENT SERVICES Engineering Department

To: Edward Lavallee, City Manager

From: Kathleen Weeden, PE, City Engineer

Date: December 27, 2013

Subject: Florida Department of Protection (FDEP)
Bureau of Beaches and Coastal Systems
Amendment to DEP Agreement No. 13ST1
Venice Beach Nourishment

Background:

The City of Venice has been operating under an existing funding agreement amended annually with FDEP to provide State grant funds for the Venice Beach Nourishment. Periodic updates of the provisions of the funding assistance agreement to reflect the current project scope. Agreement 13ST1 was approved by City Council on November 6, 2013. The attached Amendment was requested by the City to document that costs incurred prior to the execution date of Agreement 13ST1 would be eligible for reimbursement. The Venice Beach Nourishment project has been designated as one of the top seven priorities for the State which assisted in making the attached Agreement possible.

Requested Action:

Motion to authorize the Mayor to execute Amendment 1 to DEP Agreement No. 13ST1.

City Attorney: Reviewed and approved.

Risk Mgmt.: Reviewed and approved.

AMENDMENT NO. 1
DEP AGREEMENT No: 13ST1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESOURCE MANAGEMENT
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
VENICE BEACH NOURISHMENT

THIS AGREEMENT is entered into on the 21st day of November, 2013 between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 2400 Blair Stone Road, MS 3511, Tallahassee, Florida 32399, and the CITY OF VENICE, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 401 West Venice Avenue, Venice, Florida 34285, for the project described herein.

WHEREAS, Contract 13ST1, Venice Beach Nourishment, is to be amended by adding the Commencement Date of August 1, 2012 to account for work eligible for reimbursement under the prior contract 05ST2, from which remaining funds are now part of this current contract 13ST1.

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

- Paragraph 2 is hereby deleted in its entirety and replaced with the following:

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 August 1, 2012, 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 amended to close out the Agreement.

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

CITY OF VENICE

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title: Mayor

By: _____
Department of Environmental Protection
Secretary or designee

Date: _____

Date: _____

FEID No. 596000443

Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:

Local Sponsor's Attorney

Department of Environmental Protection
Attorney

*If someone other than the Mayor 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.