



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

11/9/2021

Subject:

Save Our Indian River Lagoon Contingency Funding Request for the City of Titusville Draa Field Vegetation Harvesting Project

Fiscal Impact:

\$29,053 from Save Our Indian River Lagoon Contingency Funds

Dept/Office:

Natural Resources Management Department

Requested Action:

It is requested the Board 1) authorize the Chair to execute Agreement SOIRL 20-111(B) with the City of Titusville for expansion of the Draa Field Vegetation Harvesting Project and 2) confirm signature authority of the County Manager for future allocations of the Save Our Indian River Lagoon Contingency Fund when the change in funding is less than \$100,000 and is recommended by the Citizen Oversight Committee.

Summary Explanation and Background:

The City of Titusville Draa Field Vegetation Harvesting Project, completed in June 2021, consisted of harvesting aquatic vegetation from the Draa Field Pond. Harvesting aquatic vegetation removes nutrients and avoids decomposition and the associated reintroduction of nutrients into the lagoon.

The city's original project request was approved in the 2020 Plan Update based on an anticipated Total Nitrogen reduction benefit of 574 pounds, worth \$57,360 of Save Our Indian River Lagoon Trust funding. However, based on certified lab reports, the final project removed 785.57 pounds of Total Nitrogen which would have been eligible for \$86,413 of Save Our Indian River Lagoon Trust funding.

Section 5.1 of the Save Our Indian River Lagoon Project Plan allows the Contingency Fund Reserve to be used to increase funding for approved projects that can be *"expanded or altered to provide greater nutrient reduction benefits than planned... Contingency funds can be allocated at the rate for that project type established in the most recently adopted plan update."*

In this case, the cost-share rate from the most recent plan update is \$110 per pound of nitrogen load reduction. Based on an actual nitrogen load reduction of 785.57 pounds, the project is eligible for a potential funding increase of \$29,053 (for a maximum cost share of \$86,413) as partial reimbursement for the City's total cost of \$115,261.40.

Section 5.1 of the Save Our Indian River Lagoon Project Plan requires that increases in cost share greater than 10% of the contract value be evaluated by staff and then presented to the Citizen Oversight Committee for *"a recommendation to the County Manager or County Commission (based on respective signature authority*

adopted in County contracting policy)".

The Citizen Oversight Committee reviewed this Contingency Fund request on August 20, 2021 and recommended approval of a funding increase of \$29,053.

In contrast, the City of Titusville Osprey Pond Managed Aquatic Plant Systems (MAPS) project was approved for \$60,000 but was completed at a total cost of \$37,500, saving the Save Our Indian River Lagoon Program \$22,500.

After experiencing the benefits of the projects, the City of Titusville now plans to purchase their own equipment for harvesting aquatic vegetation from their ponds on a routine basis.

Clerk to the Board Instructions:

Please execute two original copies of Agreement SOIRL 20-111(B) as provided in Attachment A

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Titusville		2. Amount: \$29,053
3. Fund/Account #: 1260/516640	4. Department Name: Natural Resources Management	
5. Contract Description: SOIRL 20-111(B) Draa Field Vegetation Harvesting		
6. Contract Monitor: Terri Breeden		8. Contract Type: INTERGOVT/LOCAL
7. Dept/Office Director: Virginia Barker		
9. Type of Procurement: Exempt from Competition		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Breeden, Terri	Digitally signed by Breeden, Terri Date: 2021.09.14 10:01:49 -04'00'
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven	Digitally signed by Darling, Steven Date: 2021.09.14 12:33:29 -04'00'
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	Digitally signed by Lairsey, Matt Date: 2021.09.14 13:28:03 -04'00'
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander	Digitally signed by Esseesse, Alexander Date: 2021.09.14 14:05:33 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

November 10, 2021

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Director

RE: Item F.1., Save Our Indian River Lagoon (SOIRL) Contingency Funding Request for the City of Titusville Draa Field Vegetation Harvesting Project

The Board of County Commissioners, in regular session on November 9, 2021, authorized the Chair to execute Agreement SOIRL 20-111(B) with the city of Titusville for expansion of the Draa Field Harvesting Project; and confirmed signature authority of the County Manager for future allocations of the SOIRL Contingency Fund when the change in funding is less than \$100,000 and recommended by the Citizen Oversight Committee. Enclosed is two agreements.

Upon execution by City of Titusville, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/ns

Encls. (3)

cc: County Manager
Finance
Budget

**SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING
INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF TITUSVILLE, FLORIDA.**

AGREEMENT NUMBER: SOIRL 20-111(B)

THIS AGREEMENT is made and entered into the date of last signature below by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and the City of Titusville, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "CITY").

RECITALS

WHEREAS, the COUNTY and the CITY entered into an agreement whereby the CITY would harvest aquatic vegetation from the Draa Field Pond, hereinafter referred to as the "Original Agreement", which is incorporated herein by this reference; and

WHEREAS, as part of this Original Agreement, the CITY was eligible for a Lagoon Tax Cost-Share contribution from the COUNTY of \$57,360.00 to complete the Project, based on the anticipated removal of 574 pounds of Total Nitrogen; and

WHEREAS, the CITY expected the Project to cost \$60,000.00 to complete, but final costs totaled \$115,261.40; and

WHEREAS, despite these additional costs, upon completion of the Project, it was determined, and verified by lab reports, that the CITY had removed 785.57 pounds of Total Nitrogen and 98.68 pounds of Total Phosphorous; and

WHEREAS, the increased amount of Total Nitrogen and Total Phosphorous removed by the Project served a public purpose by reducing the amount of nutrients that enter the Indian River Lagoon; and

WHEREAS, the removal of such volumes of Total Nitrogen and Total Phosphorous provided a greater nutrient reduction benefit to the Lagoon than initially anticipated and/or accounted for in the Original Agreement; and

WHEREAS, based on the actual nitrogen load reduction of 785.57 pounds, under the updated dollar amount for per pound nitrogen reduction, the Project is eligible for a maximum of \$86,413.00, equating to an increase in the cost-share of \$29,053.00; and

WHEREAS, the CITY is requesting an additional \$29,053.00 based on the increased volumes of nitrogen and phosphorous removed from the Draa Field Pond; and

WHEREAS, Section 8 of the Original Agreement does not allow for an increase in cost-share to the CITY without a contract amendment; and

WHEREAS, Section 5.1 of the Save Our Indian River Lagoon Project Plan allows for the use of contingency funds in situations where reduction benefits exceed what was initially contemplated and approved by the cost-share; and

WHEREAS, the Save Our Indian River Lagoon Citizen Oversight Committee has reviewed the application, facts, and circumstances of the Project, and recommends the requested funds be provided to the CITY.

NOW, THEREFORE, for value received, and in consideration of the following covenants, promises, and provisions, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are incorporated herein.
2. **Payment.** The CITY shall receive \$29,053.00 for the increased removal of Total Nitrogen and Total Phosphorous under the Project.
3. **Counterparts.** This Agreement may be executed in separate counterparts and, together, shall be considered one document.
4. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, then it shall have no effect on any other provision of this Agreement.
5. **Conflict.** Any conflicting provisions in the Original Agreement are hereby repealed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective authorized representative.

**BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____

Rita Pritchett, Chair

Date: _____

Approved for legal form and content
for Brevard County, Florida

Assistant County Attorney

CITY OF TITUSVILLE

By: _____

Daniel E. Diesel, Mayor

Date: _____

Rachel M. Sadoff, Clerk

**SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT
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WHEREAS, the CITY is requesting an additional \$29,053.00 based on the increased volumes of nitrogen and phosphorous removed from the Draa Field Pond; and

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective authorized representative.

BREVARD COUNTY, FLORIDA

By: [Signature]

Date: December 7, 2021

Kristine Zonka, Chair

As Approved by the Board on November 9, 2021

Attest

[Signature]
Jason Arthur, Chief Deputy

Date: December 7, 2021

TITUSVILLE, FLORIDA

By: [Signature]

Name: Daniel E. Diesel

Title: Mayor

Date: 1-3-22



Attest

By: [Signature]
Name: Wanda F. Wells
Title: City Clerk
Date: 1-3-22

Reviewed for legal form and content for Brevard County

[Signature]
Alexander Esseece, Assistant County Attorney