



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

4/18/2023

Subject:

Time Extension Request for the City of Indian Harbour Beach Muck Removal and Interstitial Water Treatment Save Our Indian River Lagoon Project (District 4)

Fiscal Impact:

This board action does not change the funding amount, only the timing of anticipated cost-share distributions.

Dept/Office:

Natural Resources Management

Requested Action:

It is requested the Board authorize the Chair to execute Amendment 1 to the SOIRL 19-72 Agreement with the City of Indian Harbour Beach for Muck Removal and Interstitial Water Treatment.

Summary Explanation and Background:

The City of Indian Harbour Beach Muck Removal and Interstitial Water Treatment Project is funded through the Save Our Indian River Lagoon Project Plan. It was added by approval of the County Commission in 2018.

In 2016, the County received grant funding from the Florida Department of Environmental Protection for the design and permitting of multiple muck dredging projects, which included the Eau Gallie, City of Satellite Beach, and City of Indian Harbour projects. All three of these projects are permitted to use the same dredge material management area, Florida Inland Navigation District site BV-52. The Eau Gallie project posted its solicitation of bids/proposals on March 23, 2023, and dredging is anticipated to finish in fall 2026. Subsequently, the Satellite Beach and Indian Harbour Beach projects will follow.

The initial agreement with the City to remove muck from the portion of the Grand Canal system located within the City was executed in 2019. At that time, the City hoped to find an alternative dredge material management area so they could complete their project sooner. The City's efforts to negotiate for use of an alternative material management site have been unsuccessful, causing their need to wait for BV-52 to become available and to extend the contracted timeline for completing this project. The City secured additional funds from the State that they will also seek to extend.

Clerk to the Board Instructions:

Please execute two original copies of Amendment 1 to SOIRL 19-72 as provided in Attachment A.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Indian Harbour Beach		2. Amount: \$0
3. Fund/Account #: 1260/271150	4. Department Name: Natural Resources Management	
5. Contract Description: Indian Harbour Beach Dredging & IT SOIRL 19-72 Amendment 1		
6. Contract Monitor: Terri Breeden	8. Contract Type:	
7. Dept/Office Director: Virginia Barker	INTERGOVT/LOCAL	
9. Type of Procurement: Exempt from Competition		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Breeden, Terri

Digitally signed by Breeden, Terri
Date: 2023.03.06 15:11:18 -05'00'

Purchasing

☒
☐

Wall, Katherine

Digitally signed by Wall, Katherine
Date: 2023.03.14 11:15:22 -04'00'

Risk Management

☒
☐

Summer X. Wyllie-Vill

Digitally signed by Wyllie-Vill, Summer
Date: 2023.03.21 17:02:05 -04'00'

County Attorney

☒
☐

Balser, Heather

Digitally signed by Balser, Heather
Date: 2023.03.14 16:19:05 -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"/>



April 19, 2023

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Time Extension Request for the City of Indian Harbour Beach Muck Removal and Interstitial Water Treatment Save Our Indian River Lagoon Project

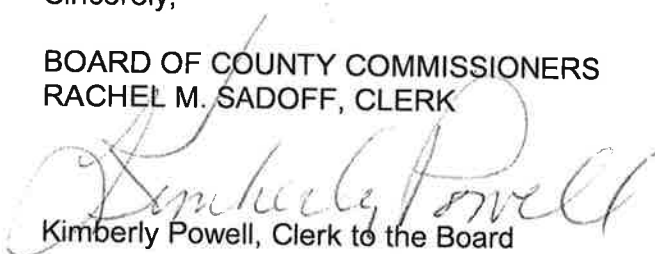
The Board of County Commissioners, in regular session on April 18, 2023, approved and authorized the Chair to execute Amendment 1 to the SOIRL 19-72 Agreement with City of Indian Harbour Beach for Muck Removal and Interstitial Water Treatment. Enclosed are two executed copies of the Amendment.

Upon execution by the City of Indian Harbour Beach, please return a fully-executed Amendment to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: Contracts Administration

AMENDMENT 1 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA, AND THE CITY OF INDIAN HARBOUR BEACH, FLORIDA

AGREEMENT NUMBER: SOIRL 19-72

THIS AMENDMENT is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Indian Harbour Beach, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 19-72 on October 18, 2019 ("Agreement"), which is incorporated herein by this reference; and

WHEREAS, the COUNTY received grant funding to initiate design and permitting; and

WHEREAS, the CITY has secured additional grant funding for this project from the Florida Department of Environmental Protection; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

1. Section 1. Documents. Attachment F – Foreign Disclosure Form (for projects over \$100,000) has been added.
2. Section 3. Terms and Extensions, paragraph 3. a is amended to read as follows:
 - a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2032 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.
3. Section 5. Project Management is amended to the following:

COUNTY

Terri Breeden
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: Terri.Breeden@brevardfl.gov

CITY

Jim Coffey
City Manager
City of Indian Harbour Beach
2055 South Patrick Drive
Indian Harbour Beach, FL 32937
Project Manager Phone 321-773-3181
E-mail: jcoffey@indianharbour.org

4. Section 7. Progress Reports and Performance Monitoring is amended to the following:

b. The CITY shall use the COUNTY'S Project Progress Report Form, Attachment B. CITY shall submit the Project Progress Reports to the COUNTY'S Project Manager within twenty (20) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

5. Section 14. Sovereign immunity, Liability, and Insurance is amended to the following:

To the extent provided by law, the CITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CITY, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with this Contract, to the extent and within the limitations of Section 768.28, Florida Statutes. The CITY accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or CITY beyond the waiver provided for in Section 768.28, Florida Statutes, as may be amended. Nothing contained herein shall constitute agreement by the CITY to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers or employees. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

The selected contractor shall purchase and maintain general liability insurance in the amount of \$1,000,000/\$2,000,000 and auto liability insurance in the amount of \$500,000/\$1,000,000, and Workers' Compensation to the State of Florida's limits. The selected contractor shall provide Certificates of Insurance to the City and COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract and is responsible for ensuring it has the coverage required hereunder throughout the length of this contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A-Class VIII or better. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover the COUNTY and the CITY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified

without thirty (30) days prior written notice being issued by the insurer to the COUNTY. The CONTRACTOR is also responsible for providing the COUNTY with thirty (30) days prior written notice of any change or cancellation of the policies.

The selected contractor shall submit a certificate of insurance that meets these requirements to both the CITY and the BOCC before the commencement of the project. Where the City is indemnified under any agreement awarded to the selected subcontractor, the County shall also likewise be so indemnified by the subcontractor and the City shall provide written proof of such indemnification.

The parties acknowledge that specific consideration has been exchanged for this indemnification provision. This indemnification shall survive the termination of this Contract.

6. Section 25 is deleted in its entirety.
7. Section 29. Employment Eligibility Verification (E-Verify) has the following sections added:
 - e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and
 - f. nothing in this Section may be construed to allow intentional discrimination of any class protected by law.
8. Section 30. Severability is added to the contract:

If any portion of this Contract is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.
9. As a result of the additional funds made available from the Florida Department of Environmental Protection appropriations grant, "Attachment E – Eligible Funding Cost Share Form" of the Agreement is hereby amended as follows:

ATTACHMENT E

Recipient Name:	Indian Harbour Beach
Project Name:	Muck Removal of IHB Canals and Muck Interstitial Water Treatment for IHB Canals
Agreement Number:	SOIRL 19-72

Estimated Project Cost-Share Table							
Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match
1	Design and Permitting	\$260,000		\$260,000.00			\$
2	Construction of Project	\$10,120,000		\$500,000.00		\$9,115,415.00	\$504,585
	Total	\$10,380,000	\$-	\$760,000.00	\$-	\$9,115,415.00	\$504,585

Funding Eligibility Calculation		
Project Type		Muck Dredging
Pounds of Nitrogen Reduction		31,213
Eligible Cost Share per Pound (Muck Dredging to reduce sediment flux by 3,795 pounds of Nitrogen)		\$957
Eligible Cost Share per Pound (Interstitial Treatment to remove 27,418 pounds of dissolved Nitrogen)		\$200
Eligible Tax Funding Cost Share		\$9,115,415
Reduction so Sum of Grants does not exceed Project Cost		\$-
Eligible Lagoon Tax Cost Share, Adjusted		\$9,115,415
Percent Cost Share to be contributed by the Lagoon Tax		88%

10. All terms and conditions of the Agreement, and any amendments or modifications thereto, are incorporated herein by this reference. Such terms and conditions that are not inconsistent with the provisions of this First Amendment shall remain in full force and effect.

ATTACHMENT F DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or

grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern: _____

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: _____ Date: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by (name of person making statement). *

[Notary Seal]

Notary Public

Name typed, printed or stamped

_____ Personally Known OR _____ Produced Identification
My Commission Expires: _____

Type of Identification Produced _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last written below.

BREVARD COUNTY, FLORIDA

By: 

Date: APRIL 18, 2023

Rita Pritchett, Chair

As Approved by the Board on April 18, 2023

Attest



Rachel Sadoff, Clerk

Date: 4/19/2023

INDIAN HARBOUR BEACH, FLORIDA

By: _____

Name: Jim Coffey

Title: City Manager

Date: _____

Reviewed for legal form and content for Brevard County



Heather A. Balser, Assistant County Attorney