



FLORIDA'S SPACE COAST



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February 12, 2025

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item J.1., Adoption of Save Our Indian River Lagoon (SOIRL) Project Plan 2025 Update, as Recommended by the SOIRL Citizens Oversight Committee (COC)

The Board of County Commissioners, in regular session on February 11, 2025, adopted the SOIRL Project Plan 2025 Update, as recommended by SOIRL COC on January 17, 2025; and authorized maintaining the following administrative authorities provided by past Board actions, with the inclusion of grant agreements as listed in Item 2:

- 1) authorize associated Budget Change Requests;
- 2) approve continued signature authority to the Chairman (or authorized representative, in accordance with the threshold limits provided for in Brevard County Policies and Administrative Orders) to execute contracts, agreements, task orders, change orders, contract renewals, amendments, other contract-related documents, and grant agreements, subject to review and approval by the County Attorney, Risk Management, and Purchasing, as appropriate, for projects and programs approved in the SOIRL Project Plan;
- 3) authorize you to execute no-cost time extensions up to one year total and approve the County Manager to execute no-cost time extensions up to two years total;
- 4) grant permission to advertise and competitively procure goods and services needed to implement projects and programs approved in the SOIRL Project Plan, subject to available funding; and
- 5) authorize staff to submit grant applications for leveraging cost share for projects and programs approved in the SOIRL Project Plan.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

A handwritten signature in blue ink, appearing to read "Kimberly Powell".

Kimberly Powell, Clerk to the Board

cc: County Manager  
County Attorney  
Finance  
Budget

**CONTINUING PROFESSIONAL SERVICES AGREEMENT FOR:**

**Turkey Creek Sediment Inactivation Pilot Study**

**TASK ORDER NO. 25-4794-004-SB SOIRL**

THIS TASK ORDER is made this \_\_\_\_\_ day of April, 2025, by and between RES Florida Consulting, LLC, hereinafter referred as the CONTRACTOR, and Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY.

WHEREAS, on May 4, 2020, the CONTRACTOR and the COUNTY entered into a continuing professional services agreement for Professional Engineering Consulting Services, hereinafter referred to as the AGREEMENT, which is incorporated herein by this reference; and

WHEREAS, under SECTION 2 of the AGREEMENT, the CONTRACTOR agrees to provide certain professional services which shall be implemented by task orders; and

WHEREAS, the CONTRACTOR agrees to provide certain Capital Project Support services which shall be implemented in accordance with this Task Order.

NOW, THEREFORE, the parties do mutually agree as follows:

**Summary**

Brevard County wishes to evaluate the use of sediment nutrient inactivation in Turkey Creek, a tributary of Indian River Lagoon, as a method to improve the water quality of the creek and the Indian River lagoon.

In Phase one, the CONTRACTOR will develop a Quality Assurance Project Plan for approval by the Florida Department of Environmental Protection and review existing data and sediment to evaluate the best lanthanum-modified sediment inactivation process for Turkey Creek. In Phase two, the CONTRACTOR will apply the lanthanum and evaluate the effectiveness of the sediment nutrient inactivation.

**Section I, Scope of the Work**

*See Exhibit A*

**Section II, Contract Schedule**

*See Exhibit A*

**Section III, Deliverables**

*See Exhibit A*

#### **Section IV, Basis of Compensation**

For the Scope of Work described in Section I of this Task Order, compensation from the COUNTY to the CONTRACTOR shall be on an hourly basis as indicated in the attached Exhibit B (actual expenses by category and tasks may vary from those indicated during the course of work), not to exceed **\$499,999.00** unless authorized by a written Change Order executed by the COUNTY. Upon submittal of deliverables as described in Section III of this Task Order, the COUNTY will be invoiced only for actual work performed. The COUNTY shall pay such invoices in accordance with Florida's Prompt Payment Act. The COUNTY reserves the right to refuse payment for or deduct from any invoice, fees for incomplete or defective work. The following is a summary of the fee breakdown:

#### **A. SUMMARY OF SERVICES**

- 1-1. Kickoff Meeting, Data Collection, and Review
- 1-2. Soft Sediment Thickness Survey
- 1-3. Pre-Application Sediment Evaluation, Inactivation Prescription and Permitting Services
- 1-4. Pre-Application Analysis and Reporting
- 1-5. Pre-Application Project Management and Coordination Meetings
- 2-1. Pilot Scale Implementation and Coordination
- 2-2. Post-Application Sediment Evaluation
- 2-3. Updated Analysis, Reporting, and Larger Scale Recommendations
- 2-4. Post-Application Project Management and Coordination Meetings

#### **Section V, Other Terms and Conditions**

All of the terms and conditions of the AGREEMENT, and any amendments thereto, shall apply to this Task Order as fully set out herein. In the case of a conflict between the terms of this Task Order and the AGREEMENT, the latter shall control. It is hereby acknowledged that this Task Order is prepared based upon the Master Agreement executed on May 4, 2020 for Capital Project Support services between the ENGINEER and the COUNTY. As such, this Task Order is subject to all conditions and stipulations contained in said AGREEMENT, as may be amended.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF RES FLORIDA CONSULTING, LLC, MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

#### **Section VI, Effective Date and Authorized to Proceed**


This Task Order shall be effective on the date specified in the Notice to Proceed from the COUNTY'S designated representative. This Task Order will expire eighteen (18) months from the date of issuance of the Notice to Proceed, unless otherwise extended through a subsequent change order.

#### **Section VII. Authority**

The Parties warrant that the person signing this Task Order has all the requisite authority necessary to bind the Party it represents.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the date and year above written.

BREVARD COUNTY, FLORIDA

By: 

Print: Rob Feltner

Title: Chairman

Date: \_\_\_\_\_

As approved by the Board on: February 11, 2025

RES Florida Consulting, LLC

By: \_\_\_\_\_

Print: Justin Freedman

Title: General Manager, Florida

Date: \_\_\_\_\_

Attest

  
\_\_\_\_\_  
Rachael M. Sadoff, Clerk  
  
Date: APR 08 2025