



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.1.

9/17/2024

### Subject:

Indian River Lagoon (IRL) Council Grant Contract# IRL2024-08 - Citizen Science Stormwater Pond Monitoring and Maintenance Pilot Program (All Districts)

### Fiscal Impact:

Grant revenue of \$33,250 with a 61% local match already approved from the Save Our Indian River Lagoon Trust Fund (SOIRL Fund 1260).

### Dept/Office:

Natural Resources Management

### Requested Action:

It is requested that the Board of County Commissioners 1) authorize the Chair to execute this grant contract; 2) authorize the County Manager to execute any future amendments to this contract; and 3) authorize the County Manager to approve related budget change requests.

### Summary Explanation and Background:

For fiscal year 2024-2025, the Indian River Lagoon Council for the Indian River Lagoon National Estuary Program awarded Brevard County Natural Resources \$33,250 in grant funding from their program for Community-Based Restoration Projects. County match includes \$33,250 from the SOIRL Trust Fund and a value of \$18,234 in volunteer hours.

Reducing nutrient inputs to the Indian River Lagoon (IRL) is critical to improve water quality and restore lagoon health. In Brevard, approximately 35% of the nutrient pollution reaching the lagoon each year is conveyed by stormwater. Nearly half of the estimated 4,400 stormwater ponds in Brevard County are managed by Homeowner Associations (HOAs). While everyone in the lagoon watershed shares the responsibility of reducing nutrient pollution, a few neighborhood heroes can play an oversized role in reducing stormwater pollution from the stormwater pond that serves their entire community. This project aims to increase citizen awareness and engagement in reducing stormwater pollution in the IRL by 1) developing an education outreach/citizen science water quality monitoring program for HOA stormwater ponds, 2) helping HOAs identify and implement best management practices (BMPs) to improve pond function and reduce stormwater pollution reaching the IRL, 3) increasing citizen education and engagement in IRL issues, and 4) developing strategies to expand the program to include additional HOAs and stakeholder groups.

### Clerk to the Board Instructions:

Please execute 2 copies of the grant contract agreement, one copy for the IRL Council and one for Natural Resources.



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

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

September 18, 2024

**M E M O R A N D U M**

**TO:** Virginia Barker, Natural Resources Management Director

**RE:** Item F.1., Indian River Lagoon (IRL) Council Grant Contract #IRL2024-08 – Citizen Science Stormwater Pond Monitoring and Maintenance Pilot Program


The Board of County Commissioners, in regular session on September 17, 2024, authorized and executed the Grant Contract; and authorized the County Manager to execute any future amendments to this Contract and approve related Budget Change Requests. Enclosed are two executed Contracts.

**Upon execution by all parties, please return a fully-executed Contract 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

/sm

Encls. (2)

cc: County Manager  
Finance  
Budget

**AGENCY COST-SHARE AGREEMENT BY AND BETWEEN THE IRL  
COUNCIL AND BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
FOR “DEVELOPING A CITIZEN SCIENCE/OUTREACH PROGRAM FOR  
HOMEOWNERS ASSOCIATIONS (HOAS) TO IMPROVE STORMWATER  
POND MANAGEMENT AND REDUCE STORMWATER INPUTS TO THE  
INDIAN RIVER LAGOON (IRL)”**

THIS AGREEMENT (“Agreement”) is entered into between the IRL COUNCIL (“the Council”), whose address is 1235 Main Street, Sebastian, Florida 32958, and BREVARD COUNTY (hereinafter, also known as, SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL), BREVARD COUNTY NATURAL RESOURCES MANAGEMENT), whose address is 2725 Judge Fran Jamieson Way, Bldg. A-219 Viera, FL 32940 (“Recipient”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

**RECITALS**

The waters of the state of Florida are among its basic resources, and the Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program.

Pursuant to the IRL Council Interlocal Agreement, the Council is responsible for managing the Indian River Lagoon National Estuary Program.

The Council has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources of the Indian River Lagoon.

The parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter “the Project”):

Project description: This pilot project will 1.) develop an education outreach and citizen science water quality monitoring program for HOAs to improve stormwater pond management, 2.) help HOAs identify and implement BMPs that will improve stormwater pond function and reduce stormwater pollution in the IRL, 3.) help citizens recognize and appreciate their role in the larger, ongoing efforts to improve the health and resilience of the IRL and 4.) develop metrics to evaluate the effectiveness of the pilot program and strategize the most effective way to expand the program to include additional HOAs within the IRL watershed.

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

**1. TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2025 (“Completion Date”). Recipient shall not

commence the Project until any required submittals are received and approved. Recipient shall commence performance on October 1, 2024 and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

- (b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the Council's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

- 2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.

- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.

#### 4. AMOUNT OF FUNDING

- (a) **Compensation.** For satisfactory completion of the Project, the Council shall pay Recipient approximately thirty-nine percent (39%) of the total cost of the Project, but in no event shall the Council cost-share exceed \$33,250. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) **In-Kind Services.** Recipient agrees to provide \$51,484 in the form of cash and/or in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost-share obligation of \$51,484.

#### 5. PAYMENT OF INVOICES

- (a) **Submission of Invoices.** Within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31), Recipient shall submit an itemized invoice for the reimbursable expenses incurred during the previous quarter by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to [kolodny@irlcouncil.org](mailto:kolodny@irlcouncil.org). The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses incurred on or after October 1, 2024, Recipient shall

be reimbursed for approximately thirty-nine percent (39%) of approved costs or the not-to-exceed sum of \$33,250, whichever is less. The Council shall not withhold any retainage from this reimbursement. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

- (b) **End of Council Fiscal Year Reporting.** The Council's fiscal year ends on September 30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**
- (d) **Invoice Requirements.** All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable.
- (f) **Payments withheld.** The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the Council must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount



during any fiscal year, Recipient shall promptly notify the Council's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the Council to receive this request is August 1 of the then-current fiscal year. The Council may in its sole discretion prepare a Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** To the extent permitted by law, each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees. Nothing contained in this Agreement 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 State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended. 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, which may include participation in a self-insurance program.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the Council's Board of Directors; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

COUNCIL

Kirsten Ayres-Guerra, Project Manager  
IRL Council  
1235 Main Street  
Sebastian, FL 32958  
(904) 755-2115  
E-mail: [ayres@irlcouncil.org](mailto:ayres@irlcouncil.org)

RECIPIENT

Melanie Howarter, Project Manager  
Brevard County  
2725 Judge Fran Jamieson Way, Bldg. A-219  
Viera, FL 32940  
321-633-2016 x5-8418 (office)  
E-mail: [Melanie.Howarter@brevardfl.gov](mailto:Melanie.Howarter@brevardfl.gov)

- (b) The Council's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating Council policies and decisions regarding all matters pertinent to performance of the Project. The Council's Project Manager may also issue a Council Supplemental Instruction (CSI) form, Attachment B, to authorize minor

adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the CSI. A CSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.

**9. PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Progress Reports.** Recipient shall provide to the Council Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

- 10. TERMINATION.** The IRL Council may terminate this Agreement without cause upon 10 days written notice. In such event Recipient shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the Council shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the Council shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the Council all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The Council may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

**ADDITIONAL PROVISIONS (Alphabetical)**

- 11. ASSIGNMENT; SUCCESSORS AND ASSIGNS.** Recipient shall not assign this Agreement, or any monies due hereunder, without the Council's prior written consent. No provision of this Agreement shall create a contractual relationship between the Council and any of Recipient's contractors or subcontractors. The Council and the Recipient each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

**12. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the Council, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the Council shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.
- (c) **Florida Inspectors General.** It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.
13. **CIVIL RIGHTS.** Pursuant to Chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
14. **COMMUNICATION AND ACKNOWLEDGEMENT OF FUNDING:** As a granting agency, the Council achieves its mission through partnerships with state agencies, local governments, community organizations, and others. The Council requires Recipient to acknowledge the Council when describing this project or program funded in whole or in part with Council funds in any of the following products: (1) press releases, speaking engagements, and other public statements; (2) publications and other documents; (3) websites; (4) visual presentations; (5) resource guides/toolkits; (6) bid solicitations and/or; (7) social media.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The Council is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The Council will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
17. **ENTIRETY OF CONTRACTUAL AGREEMENT; AMENDMENT.** The Council and the Recipient agree that this Agreement (including all exhibits, attachments, etc.) sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated in these documents. None of the provisions, terms and conditions contained in this Agreement may be added to, modified or otherwise altered, except by written instrument executed by the parties hereto.
18. **E-VERIFY.** Pursuant to Section 448.095(5), Florida Statutes, the Recipient shall:
- (a) Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;



- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Council terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Recipient may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Recipient as a result of the termination of the Agreement.

## 20. FLORIDA SINGLE AUDIT ACT

- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the Council through a project or program that is funded, in whole or in part, through state financial assistance to the Council. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., University's resources obtained from other than State entities).

- (b) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (c) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid

that is not authorized to be retained for direct program costs in a subsequent period must be returned to the Council.

- (d) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (e) **Financial Reporting.** Recipient shall provide the Council with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: IRL Council, Mr. Daniel Kolodny, Chief Operating Officer, 1235 Main Street, Sebastian, FL 32958. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (f) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by Council staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the Council to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council's Independent Financial Auditor or the state Chief Financial Officer or Auditor General.
- (g) **Examination of Records.** In addition to the Council's audit rights otherwise provided for herein, Recipient shall permit the Council or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (h) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Council, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the Council.

21. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL; REMEDIES.** This Agreement shall be construed according to the laws of Florida and

shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**; (4) no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

22. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health insurance, and tax laws pertaining to Recipient, its officers, agents, and employees.
23. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the Council has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
24. **NON-LOBBYING.** Pursuant to Section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
25. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost- share funding.
26. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
27. **PUBLIC RECORDS.**
  - (a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the

other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

- (b) **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS AT (772) 742-2858, KOLODNY@IRLCOUNCIL.ORG, 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.**
- (c) Recipient shall keep and maintain public records required by the Council to perform the Project.
- (d) Upon request from the Council's custodian of public records, Recipient shall provide the Council with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.
- (e) Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Council.
- (f) Upon completion of the contract, Recipient may transfer, at no cost, to the Council all public records in possession of the Recipient or keep and maintain public records required by the Council to perform the service. If the Recipient transfers all public records to the Council upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council.
28. **SCRUTINIZED COMPANIES.** Recipient certifies that its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Council may immediately terminate this Agreement at its sole option if the Recipient or any of its subcontractors are found to have submitted a false certification; or if any of the Recipient's subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in the boycott of Israel during the term of this Agreement.
- The Recipient agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Recipient agrees that the certifications in this section shall be effective and relied upon by the Council for the term of this Agreement, including any and all renewals. The Recipient agrees that if any of its subcontractors' status changes in regards to any certification herein, the Recipient shall immediately notify the Council of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
29. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its



information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the Council harmless from loss to the extent allowed by Florida law.

**30. SEVERABILITY; SURVIVABILITY; WAIVER**


- (a) If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.
- (b) Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination.
- (c) Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

**IN WITNESS WHEREOF**, the Parties have executed on the day and year written below. This Agreement may be executed in separate counterparts, which shall not affect its validity.

IRL COUNCIL

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Duane E. De Freese, Ph.D., Executive Director

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

Jason Steele, Chair  
As approved by the Board on September 17, 2024

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

Date: SEP 17 2024 \_\_\_\_\_

APPROVED AS TO FORM

Attest:  \_\_\_\_\_

\_\_\_\_\_  
Glen J. Torcivia, IRL Council General Counsel

Rachel M. Sadoff, Clerk  
Typed Name and Title

## ATTACHMENTS

- Attachment A – Statement of Work
- Attachment B – Council Supplemental Instruction Form
- Attachment C – Human Trafficking Affidavit
- Attachment D – Volunteer Release of Liability and Sign-up Sheets
- Attachment E – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

Cost-share: Agency general  
Last updated: 8/10/24

## ATTACHMENT A – STATEMENT OF WORK

### I. NAME OF PROJECT:

Save Our Indian River Lagoon – Citizen Science Stormwater Pond Monitoring and Maintenance Pilot Program

- II. **INTRODUCTION/BACKGROUND:** Decades of nutrient pollution have contributed to algal blooms and poor water quality that have threatened the health and resilience of the Indian River Lagoon (IRL). In Brevard County, approximately 35% of the nutrient pollution reaching the IRL each year is conveyed by stormwater. An optimally sized and properly maintained wet detention pond (stormwater pond) can remove 35-40% of nitrogen and up to 75% of phosphorus. Citizen implementation of best management practices (BMPs) can relieve some of the strain on neighborhood ponds by reducing both the amount of stormwater runoff and the nutrient and pollution loads entering ponds. Additional pond improvements, like creating a 10-foot-wide, low maintenance buffer zone of un-mowed grasses have the potential to remove about 25% of the total nitrogen and total phosphorus before it enters the pond.

Nearly half of the estimated 4,400 stormwater ponds in Brevard County are managed by Homeowners Associations (HOAs). This Save Our Indian River Lagoon Program (SOIRL) Pilot Program will partner with HOA members to reduce stormwater pollution in the IRL and increase citizen engagement in Lagoon issues by 1.) developing a citizen science stormwater pond water quality monitoring program and database to better understand and monitor water quality and nutrient levels/reductions in stormwater ponds, 2.) using community-based social marketing tools to develop an education campaign that will increase citizen implementation of stormwater BMPs, improve HOA stormwater pond maintenance, and encourage improvements to the ponds' vegetated buffer and littoral zones, and 4.) evaluating the results from the Pilot Program to develop strategies to improve and expand the program to include additional HOAs/stakeholders and stormwater ponds.

### III. VALUE PROPOSITION

A primary goal of this SOIRL Pilot Program is to educate and empower HOA members to maintain healthy ponds for a healthy Lagoon. This Pilot Program addresses the urgent need to engage HOA members in efforts to reduce stormwater runoff in their neighborhoods, improve their stormwater ponds' functioning, and, ultimately, reduce stormwater pollution inputs to the Indian River Lagoon. HOAs are the target audience for this Pilot Program because they bear the responsibility of managing their neighborhood ponds. In Brevard County, there are many aging ponds that need significant maintenance to function as designed and there are also many new ponds being designed to accommodate the stormwater needs of a growing number of new housing developments. Results from this Pilot Program will be used to improve and expand the program to include additional HOAs and to, potentially, identify new stakeholder groups for the Program.

#### **What are the expected benefits to the IRL based on the Vision, Mission and Goals of the IRLNEP?**

This SOIRL Pilot Program aligns with the vision, mission, and goals of the IRLNEP, specifically addressing 3 IRLNEP CCMP vital signs: 1.) citizen engagement and education, 2.) stormwater, and 3.) connected waters and watersheds. This Pilot Program expects to provide the following benefits to the IRL: 1.) an increase in civic awareness and engagement in efforts to reduce stormwater pollution in the IRL and increased awareness and engagement in Lagoon issues, 2.) the development of a comprehensive stormwater pond water quality database that can be used to detect trends, evaluate the effectiveness of stormwater pond management practices, and quantify nutrient

reductions to the IRL, and 3.) sustained reductions in stormwater pollution inputs and freshwater discharges to the IRL, recognizing that stormwater ponds and stormwater runoff from neighborhoods are “connected waters” that impact the water quality and health of the IRL.

#### IV. **LOCATION OF PROJECT (Narrative and Project Location Map)**

Project locations will be neighborhoods with Homeowners Associations (HOAs) located within the IRL watershed in Brevard County that have a demonstrated interest and willingness to participate in the Pilot Program and that manage at least 1 stormwater pond.



#### V. **SCOPE OF WORK (Outputs/Deliverables)**

##### Output 1 (Deliverables) - Pilot Program Development

- Output 1a – **HOA Partner Information:** Criteria used to select Pilot Program HOAs and a list of the HOAs selected for the Pilot Program, along with their stormwater pond location information (latitudes/longitudes).
- Output 1b – **Pre-Pilot Program Educational and Behavioral Impact Survey:** Copy of the pre-pilot survey.
- Output 1c – **Educational/Training Materials and Meeting/Training Schedule:** Overview of the education/training materials and meeting/training materials and schedules.
- Output 1d – **Pilot Program Evaluation Criteria:** Copy of the evaluation criteria.

##### Output 2 (Deliverables): Pilot Program Implementation

- Output 2a – **Pre/Post-Pilot Survey Results:** A copy of the post-Pilot Program survey. Results from the pre- and post-Pilot Program surveys.
- Output 2b – **Stormwater Pond Assessments:** A copy of the stormwater pond water quality data, a description of the BMPs implemented at each pond, and a copy of any improvements to the vegetated buffer/littoral zones for each pond.
- Output 2c – **Assessment of Community Contribution:** A list of volunteers, volunteer hours, and a calculation of the economic value of volunteer time.
- Output 2d – **Pilot Project Analysis & Final Report:** A copy of the Pilot Program



evaluation, analysis, and final report.

VI. **TASK IDENTIFICATION:** Recipient shall complete the following tasks:

- **Task 1. Pilot Program Development**

Task 1a.) HOA Partner Information: The SOIRL Program will recruit HOAs to join the Pilot Program and develop criteria to select participating HOAs.

Task 1b.) Pre-Pilot Program Educational and Behavioral Impact Survey: The SOIRL Program will develop a pre-Pilot Program survey to administer to HOA members at the beginning of the Program.

Task 1c.) Educational/Training Materials and Meeting/Training Schedule: The SOIRL Program will use a community-based social marketing approach to develop the education/outreach materials and schedule. The SOIRL Program will also develop the water quality monitoring program procedures, training protocols/materials, and the schedule to train HOA volunteers to collect monthly water quality samples and supplemental water quality data.

Task 1d.) Pilot Program Evaluation Criteria: The SOIRL Program will develop evaluation criteria to assess the effectiveness of the Pilot Program.

- **Task 2. Pilot Program Implementation**

Task 2a.) Pre/Post-Pilot Survey Results: The SOIRL Program will develop a post-Pilot Program survey to administer to the HOAs at the conclusion of the Pilot Program.

Task 2b.) Stormwater Pond Assessments: Once trained, HOA volunteers will collect and submit monthly water samples and supplemental water quality data from their stormwater pond(s). Water samples will be analyzed for total nitrogen, total phosphorus, and chlorophyll a. The SOIRL Program will develop and maintain a stormwater pond water quality database. The SOIRL Program will implement the education campaign and engage HOA members in efforts to develop a pond maintenance plan, implement BMPs, and encourage improvements to the vegetated buffer/littoral zones.

Task 2c.) Assessment of Community Contribution: The SOIRL Program will track volunteer hours and calculate the economic value of the volunteers' time.

Task 2d.) Pilot Project Analysis & Final Report: The SOIRL Program will evaluate the effectiveness of the Pilot Program and submit a final report.

- **Task 3. Reporting**

The SOIRL Program will submit quarterly progress reports and a final report at the conclusion of the project.

VII. **DELIVERABLES AND TIME FRAMES**

Task 1 Deliverables: **Pilot Program Development**

1a.) **HOA Partner Information**

*Deliverable:* List of HOAs participating in the pilot program and stormwater pond locations.

*Due:* With second quarterly report April 30, 2025.

**1b.) Pre-Pilot Program Educational and Behavioral Impact Survey:**

*Deliverable:* Copy of the pre-pilot survey.

*Due:* With second quarterly report April 30, 2025.

**1c.) Educational/Training Materials and Meeting/Training Schedule:**

*Deliverable:* Overview of the education/training materials and meeting/training materials and schedules.

*Due:* With second quarterly report April 30, 2025.

**1d.) Pilot Program Evaluation Criteria:**

*Deliverable:* Copy of the evaluation criteria.

*Due:* With second quarterly report April 30, 2025.

**Task 2 Deliverables: Pilot Program Implementation**

**2a.) Pre/Post-Pilot Survey Results**

*Deliverable:* A copy of the post-Pilot Program survey. Results from the pre- and post-Pilot Program surveys.

*Due:* With Final Report on September 30, 2025.

**2b.) Stormwater Pond Assessments:**

*Deliverable:* A copy of the stormwater pond water quality data, a description of the BMPs implemented at each pond, and a list of vegetated buffer/littoral zone improvements completed for each pond.

*Due:* With Final Report on September 30, 2025.

**2c.) Assessment of Community Contribution:**

*Deliverable:* A list of volunteers, volunteer hours, and a calculation of the economic value of volunteer time.

*Due:* With Final Report on September 30, 2025.

**2d.) Pilot Project Analysis & Final Report**

*Deliverable:* A copy of the Pilot Program evaluation, analysis, and final report.

*Due:* With Final Report on September 30, 2025.

**Task 3 Deliverables: Reporting**

**3a.) Quarterly Reporting**

*Deliverable:* Quarterly Progress Reports that contain Council's Quarterly Report Summary Cover Page.

*Due:* January 31, 2025, April, 30, 2025, and July 31, 2025.

**3b.) Final Report**

*Deliverable:* A final report that includes all relevant information about the project. It will include Council's Final Report Executive Summary Cover Page.

*Due:* September 30, 2025.

**VIII. BUDGET**

Task Line Item	Task Description	IRL NEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source
1b/1d/2a	Pre/Post Educational Surveys & Evaluation Criteria	\$2,500	\$2,500	Cash
1c	Education/Training Materials	\$2,000	\$2,000	Cash
2b	Water Sampling Supplies/Laboratory Analyses	\$3,750	\$3,750	Cash
2b	Vegetated Buffer/Littoral Zone Improvements	\$25,000	\$25,000	Cash
2c	Volunteer Contribution	\$0	\$18,234	In-Kind
3	Reporting	\$0	\$0	
	Summary Cost	\$33,250	\$51,484	
	Project total cost	\$84,734		

**ATTACHMENT B — COUNCIL'S SUPPLEMENTAL INSTRUCTIONS (sample)**  
COUNCIL SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: \_\_\_\_\_, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the Council's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: \_\_\_\_\_.

**Contractor's approval: (choose one of the items below):**

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

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

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

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Council Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Council Contracts Administrator

cc: Contract/Purchasing file



**Attachment C – Human Trafficking Affidavit**

**AFFIDAVIT OF** \_\_\_\_\_ **[individual's name]**

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

**Before me this day personally appeared** \_\_\_\_\_, **as the**  
\_\_\_\_\_ **[title], of** \_\_\_\_\_, **a**  
**company authorized to do business in the State of Florida, who, being duly sworn, deposes and**  
**says:**

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of \_\_\_\_\_  
[name of company].
3. \_\_\_\_\_ [name of company] does not use coercion for labor or  
services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

\_\_\_\_\_  
Signature

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_  
[individual's name], as the \_\_\_\_\_ [title] of \_\_\_\_\_, a  
company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐  
who has produced \_\_\_\_\_ as identification, and who did take an oath that the  
facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is  
duly authorized to execute the foregoing instrument and bind \_\_\_\_\_  
[recipient/company's name] to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ATTACHMENT D –  
SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL)  
Volunteer Sign-up and Release of Liability Form**

To be signed by all persons engaging in volunteer activities on the date of the activity

**Date:** \_\_\_\_\_; **Project:** \_\_\_\_\_

**By my signature below, I acknowledge I am over the age of 18, and acknowledge and agree to the following:**

- (1) I certify that I have no medical conditions or restrictions that would prohibit me from acting as a volunteer. SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL) and the IRL Council (“COUNCIL”) do not assume any responsibility for evaluating my medical condition or determining my fitness to perform volunteer activities. I must comply with all SOIRL and COUNCIL policies and regulations, including safety guidelines.**
- (2) I am not a volunteer for the COUNCIL, and I am not an employee of SOIRL or the COUNCIL. At all times I am acting as an unpaid, independent volunteer, and as such, am not entitled to any provision of law regarding SOIRL or COUNCIL employment; nor any laws relating to hours of work, rates of compensation, leave time or employee benefits.**
- (3) I recognize and understand that I am at all times responsible for my own safety and the safety of others, and that in performing volunteer activities I may encounter natural or other hazards. I assume the risk of any such hazards and recognize that I am responsible for staying alert as to potential hazards and taking appropriate steps, including discontinuing any activities that involve a risk of bodily harm.**
- (4) I understand that I am volunteering for a project under the sole operation and control of the SOIRL. The Council is merely a funding entity and has no control over the conditions, tasks, or methods by which the volunteer activities are conducted.**
- (4) I hereby hold and save SOIRL and the COUNCIL, its directors, officers, employees and representatives, harmless from, and agree to indemnify same against, any and all claims and losses that may be made by me or my heirs, spouse, or other persons, for personal injury, loss of life, or property damage that may result from my participation as a volunteer. This waiver and indemnity obligation include claims based upon my partial or sole negligence or that of SOIRL and COUNCIL.**

***SOIRL Volunteer Sign-up and Release of Liability Form – page two***

NAME	ADDRESS	HOURS	DATE(S)
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		

**SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL)**  
***Minor Volunteer Sign-up and Release of Liability Form***

To be signed by a parent/natural guardian whose minor child is engaging in volunteer activities  
on the date of the activity, excluding classroom volunteer activities

Date: \_\_\_\_\_; Project: \_\_\_\_\_

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL), BREVARD COUNTY NATURAL RESOURCES MANAGEMENT AND THE IRL COUNCIL ("COUNCIL") USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SOIRL AND THE COUNCIL IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SOIRL AND THE COUNCIL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By my signature below, I, \_\_\_\_\_, parent and natural guardian of  
\_\_\_\_\_, acknowledge and agree to the following:

- (1) I certify that my child has no medical conditions or restrictions that would prohibit him/her from acting as a volunteer. SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL) (AKA BREVARD COUNTY) and the IRL Council ("COUNCIL") do not assume any responsibility for evaluating his/her medical condition or determining his/her fitness to perform volunteer activities. I understand my child is expected to comply with all SOIRL and COUNCIL policies and regulations, including safety guidelines.
- (2) I recognize that my child is not a volunteer for the COUNCIL and is not an employee of SOIRL or the COUNCIL. At all times he/she is acting as an unpaid, independent volunteer, and as such, is not entitled to any provision of law regarding SOIRL or COUNCIL employment; nor any laws relating to hours of work, rates of compensation, leave time or employee benefits.
- (3) I recognize and understand that my child is at all times responsible for his/her own safety and the safety of others, and that in performing volunteer activities he/she may encounter natural or other hazards. I understand that I assume the risk of any such hazards and recognize that my child is responsible for staying alert as to potential hazards and taking appropriate steps, including discontinuing any activities that involve a risk of bodily harm.
- (4) I am over the age of 18 and my child is under the age of 18. As parent/natural guardian of my child, I hereby knowingly, freely, and voluntarily forever remise, release, acquit, discharge and forever hold and save SOIRL and the COUNCIL, and each of their directors, officers, employees, agents, contractors and representatives, harmless from, and agree to indemnify same against, any and all claims and losses that may be made by me or my heirs, spouse, or other persons, from all manner of actions, causes of action, suits, debts, dues, sums of money, covenants, contracts, liability, judgments, executions, claims, costs, attorney's fees, demands, damages, and liabilities, whatsoever, in law, equity, or otherwise, including, but not limited to, personal injury, loss of life, or property damage that may result from my child's participation as a volunteer including, but not limited to, providing emergency services or emergency medical care. This waiver and indemnity obligation include claims based upon my partial or sole negligence or that of SOIRL and the COUNCIL. Nothing contained herein shall be construed or interpreted as consent by the COUNCIL or SOIRL to be sued, nor as a waiver of sovereign immunity of the State of Florida, SOIRL, or the COUNCIL.

\_\_\_\_\_  
Signature of Parent/Natural Guardian

**ATTACHMENT - E**

**CONTRACT PAYMENT REQUIREMENTS FOR  
STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

- Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.
- Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- Travel: Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State of Florida (State) or Council travel voucher.
- Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, for subsequent transfer to the State.
- In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department of Financial Services can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

Contract# IRL2024-08  
Encumbrance# GL01-1406



## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: Indian River Lagoon (IRL) Council	2. Amount: \$33,250
3. Fund/Account #: 1700	4. Department Name: Natural Resources
5. Contract Description: IRL2024-08 Citizen Science Stormwater Pond Monitoring and Maintenance Pilot Program	
6. Contract Monitor: Melanie Howarter	8. Contract Type: GRANT
7. Dept/Office Director: Virginia Barker	
9. Type of Procurement: Other	

### 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

☒☐

Hibbard, Joshua

Digitally signed by Hibbard, Joshua  
Date: 2024.08.15 16:31:36 -04'00'

Purchasing

☒☐

Wall, Katherine

Digitally signed by Wall, Katherine  
Date: 2024.08.16 09:01:13 -04'00'

Risk Management

☒☐

Watson, Michael

Digitally signed by Watson, Michael  
Date: 2024.09.03 09:16:20 -04'00'

County Attorney

☒☐

Balser, Heather

Digitally signed by Balser, Heather  
Date: 2024.09.12 16:22:38 -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"/>