

**F. Consent Agenda - Natural Resources Management  
ITEM 1.**



**AGENDA REPORT  
May 30, 2019**

**Cost-Share Funding Contract East Coast Zoological Society, Inc. Central  
Indian River Lagoon Oyster Restoration**

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**SUBJECT:**

Cost-Share Funding Contract East Coast Zoological Society, Inc. Central Indian River Lagoon Oyster Restoration

**FISCAL IMPACT:**

Fiscal Impact: There is no impact to the General Fund, only the Save Our Indian River Lagoon Trust Fund (Fund 1260)

FY 18-19: Up to \$161,160

FY 19-20: Any balance of project costs not reimbursed in FY 18-19

**DEPT/OFFICE:**

Natural Resources Management

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners 1) authorize the Chairman to execute the Cost-Share Funding Contract with East Coast Zoological Society for \$161,160.00 to provide cost-share from the Save Our Indian River Lagoon Trust Fund for the Central Indian River Lagoon Oyster Project approved in the Save Our Indian River Lagoon Project Plan by the Board on April 9, 2019; 2) authorize the Chairperson to execute all associated change orders; and 3) authorize associated budget change requests.

**SUMMARY EXPLANATION and BACKGROUND:**

The East Coast Zoological Society's Central Indian River Lagoon Oyster Project is one of the oyster restoration projects included in the 2019 Update to the Save Our Indian River Lagoon Project Plan. The projects included in the 2019 Update were previously reviewed and recommended by the Citizen Oversight Committee and approved by the County Commission for funding from the Save Our Indian River Lagoon Trust Fund on April 9, 2019. This project is estimated to remove 408 pounds of nitrogen loading per year and 10 pounds of phosphorus loading per year.

County Attorney review deemed that the contract requirements for non-governmental agencies were substantially different enough from the previous municipal contract template approved by the County Commission on May 23, 2017 that it must go back to the County Commission for approval. The attached Cost-Share Funding Contract uses a

template reviewed by the County Attorney providing cost share funding to non-governmental agencies from the Save Our Indian River Lagoon Trust Fund.

Contact: Virginia Barker (52435), NRMD Phone/E-mail: (321) 633-2016;  
Virginia.Barker@BrevardFL.gov

**CLERK TO THE BOARD INSTRUCTIONS:**

Execute 2 originals of the contract and return both to Natural Resources Management Department to send for Brevard Zoo signatures.

**ATTACHMENTS:**

**Description**

- **East Coast Zoological Society Central Indian River Lagoon Oyster Contract**
- **AO 29 Central Indian River Lagoon Oyster Contract**

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**



# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

|  |  |
|--|--|
| <b>1. Contractor:</b> Brevard Zoo  |  |
| <b>2. Fund/Account #:</b> 1260   | <b>3. Department Name:</b> Natural Resources Mangement |
| <b>4. Contract Description:</b> Brevard Zoo Central Indian River Lagoon Oyster Project |  |
| <b>5. Contract Monitor:</b> Brandon Smith  | <b>7. Contract Type:</b>                               |
| <b>6. Dept/Office Director:</b> Virginia Barker  | CONSTRUCTION   |

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u>          |                          | <u>SIGNATURE</u> | <u>DATE</u> |
|----------------------|--------------------------|--------------------------|------------------|-------------|
|                      | <u>YES</u>               | <u>NO</u>                |                  |             |
| User Agency          | <input type="checkbox"/> | <input type="checkbox"/> | _____            | _____       |
| Risk Management      | <input type="checkbox"/> | <input type="checkbox"/> | _____            | _____       |
| County Attorney      | <input type="checkbox"/> | <input type="checkbox"/> | _____            | _____       |

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u>                     |                          | <u>SIGNATURE</u>   | <u>DATE</u> |
|----------------------|-------------------------------------|--------------------------|--|-------------|
|                      | <u>YES</u>                          | <u>NO</u>                |  |             |
| User Agency          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Smith, Brandon <small>Digitally signed by Smith, Brandon<br/>Date: 2019.05.20 12:48:06 -0400</small>   | 05/20/2019  |
| Risk Management      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Matt Lairsey <small>Digitally signed by Matt Lairsey,<br/>County Attorney of Brevard County, Florida<br/>Date: 2019.05.20 13:41:53 -0400</small> | 05/20/2019  |
| County Attorney      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Esseesse, Alexander <small>Digitally signed by Esseesse,<br/>Alexander<br/>Date: 2019.05.20 13:41:53 -0400</small>                               | 05/20/2019  |

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| <u>CM DATABASE REQUIRED FIELDS</u>   | <u>Complete</u> ✓        |
|--|--------------------------|
| 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  | <input type="checkbox"/> |
| Contract Title   | <input type="checkbox"/> |
| Contract Type  | <input type="checkbox"/> |
| Contract Amount  | <input type="checkbox"/> |
| Storage Location (SAP)   | <input type="checkbox"/> |
| Contract Approval Date   | <input type="checkbox"/> |
| Contract Effective Date  | <input type="checkbox"/> |
| Contract Expiration Date   | <input type="checkbox"/> |
| Contract Absolute End Data (No Additional Renewals/Extensions)   | <input type="checkbox"/> |
| Material Group   | <input type="checkbox"/> |
| Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/<br>Risk Management 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"/> |



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

May 31, 2019

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

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

**RE:** Item F.1., Cost-Share Funding Contract East Coast Zoological Society, Inc. Central Indian River Lagoon Oyster Restoration

The Board of County Commissioners, in regular session on May 30, 2019, authorized the Chair to execute the Cost-Share Funding Contract with East Coast Zoological Society for \$161,160, to provide cost-share from the Save Our Indian River Lagoon Trust Fund for the Central Indian River Lagoon Oyster Project approved in the Save Our Indian River Lagoon Project Plan by the Board on April 9, 2019; authorized the Chair to execute all associated change orders; and authorized associated budget change requests. Enclosed are two executed Contracts.

**Upon execution by the East Coast Zoological Society, please return a fully-executed Contract to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/cmw

Encls. (2)

cc: Contracts Administration  
Budget  
Finance

**SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING CONTRACT BETWEEN  
BREVARD COUNTY, FLORIDA AND THE EAST COAST ZOOLOGICAL SOCIETY, INC.**

**CONTRACT NUMBER: SOIRL 19-105**

**THIS CONTRACT** ("Contract") is made and entered into on this {Day of Last Signature} day of {Month of Last Signature}, 2019 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the East Coast Zoological Society, Inc., a Florida non-profit agency organized and existing under the laws of the State of Florida (hereinafter the "ZOO").

**RECITALS**

**WHEREAS**, the COUNTY saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

**WHEREAS**, pursuant to Section 212.055, Florida Statutes, the COUNTY is authorized to levy a discretionary infrastructure sales tax of one-half cent by ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of Brevard County voting in a referendum on the surtax; and

**WHEREAS**, the COUNTY promulgated and passed Brevard County Ordinance No. 2016-15, ("the Ordinance") imposing a one-half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum that was held on November 8, 2016; and

**WHEREAS**, it was contemplated that, if approved, said one-half cent discretionary infrastructure sales tax shall be imposed and collected County-wide, commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

**WHEREAS**, on November 8, 2016, a majority of those qualified electors of Brevard County voted in favor of the referendum, thereby authorizing the levy of the one-half cent surtax; and

**WHEREAS**, the COUNTY deems it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one-half cent discretionary infrastructure sales tax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

**WHEREAS**, the project identified in the Statement of Work ("the Project") has been included and approved by the Board of County Commissioners as part of the Save Our Indian River Lagoon Project Plan; and

**WHEREAS**, the COUNTY has determined that providing cost-share funding to the ZOO for the purposes provided for herein will assist the COUNTY in effectively and efficiently implementing the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, as amended from time to time, and would be a proper expenditure of the monies reserved in the Save Our Indian River Lagoon Trust Fund.

**NOW, THEREFORE**, for value received, and in consideration of the following covenants, promises and provisions, the Parties agree as follows:

**Section 1. Documents.**

This Contract incorporates all of the following:

- a. The Recitals set forth above;
- b. The terms of the Contract set forth herein;
- c. Attachment A – Statement of Work;
- d. Attachment B – Project Progress Report Form;
- e. Attachment C – Reimbursement/Invoice Form;
- f. Attachment D – Recipient's Certification of Payment Form; and
- g. Attachment E – Eligible Tax Funding Cost Share Form.

**Section 2. Statement of Work.**

In consideration of the above recitals, and the funding assistance described below, the ZOO agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A**. ZOO shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

**Section 3. Term and Extensions.**

- a. The term of this Contract is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2023 ("Completion Date"). ZOO shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Contract, including any time extensions.
- b. Any request for an extension of time beyond the Completion Date must be made in writing no less than forty-five (45) days prior to the contracted Completion Date. Timely requests to extend for six (6) months or longer may only be approved by the Board of County Commissioners. Requests to extend for less than six (6) months may be approved by the County Manager or his/her designee.
- c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Contract, all provisions of this Contract that by their nature extend beyond the Completion Date, for example, delivery of a final progress report, will remain in full force and effect after the Completion Date as necessary to affect performance.

**Section 4. Offer Limitations.**

a. This Contract constitutes an offer until authorized, signed and returned to the COUNTY by the ZOO. This offer terminates sixty (60) days after receipt by the ZOO; provided, however, that the ZOO may submit a written request for extension of this time limit which may be approved by the County Manager or his/her designee.

b. If the Project, which is eligible for reimbursement under this Contract, does not begin within one hundred eighty (180) days of the Effective Date, or if the invoice for non-construction projects is not submitted within two hundred seventy (270) days of the Effective Date, this Contract will be subject to termination and the funds subject to reallocation.

**Section 5. 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; or (4) e-mail. 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 are deemed delivered on the date received.

COUNTY

Brandon Smith  
Project Manager  
Department of Natural Resources  
2725 Judge Fran Jamieson Way, Building A  
Viera, Florida 32940  
321-633-2016  
Email: brandon.smith@brevardfl.gov

ZOO

Ashely Reardon  
Restoration Office Manager  
East Coast Zoological Society, Inc.  
8225 N Wickham Road  
Melbourne, FL 32940  
321-954-9453 extension 284  
Email: arearden@brevardzoo.org

b. The COUNTY'S Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating the COUNTY'S policies and decisions regarding all matters pertinent to performance of the Project. The COUNTY'S Project Manager may authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, and do not affect the COUNTY'S cost-share funding amount, the Project's nutrient

reduction benefits, Completion Date, or otherwise significantly modify the terms of the Contract.

c. Should additional funding be acquired from sources other than the Indian River Lagoon one-half cent surtax, the County Manager and the authorized ZOO representative are authorized to sign amendments to this Contract only if such additional funding: (1) reduces the Indian River Lagoon tax funding amount; and/or (2) reduces the ZOO'S cost-share amount.

**Section 6. Deliverables.**

a. The ZOO shall fully implement the Project, as described in the **Statement of Work, Attachment A**. The ZOO 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, the ZOO shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project.

b. The COUNTY'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 ZOO will provide the COUNTY a written statement indicating that the Project has been completed in accordance with this Contract. Acceptance of the final payment by the ZOO shall constitute a release in full of all claims against the COUNTY arising from or by reason of this Contract.

c. Unless otherwise provided herein, the COUNTY does not assert an ownership interest in any of the deliverables under this Contract.

**Section 7. Progress Reports and Performance Monitoring**

a. The ZOO shall provide to the COUNTY Project update/status reports as provided in the **Statement of Work, Attachment A**. Reports will provide detail on the progress of the Project and outline any potential issues affecting completion or the overall schedule.

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

c. Commencement of Construction. The NGO shall notify the COUNTY once construction has started at the site.

d. For as long as the Project is operational, the COUNTY shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. The ZOO shall make available to the COUNTY any available data that is requested pertaining to the performance of the Project.

**Section 8. Written Authorization**

The ZOO shall obtain written authorization from the property owner(s) where the site is to be constructed that authorizes and secures permission for the ZOO and the COUNTY to enter [the property/properties] to conduct periodic inspections and/or maintenance of the [site(s)] with

reasonable advanced prior notice. This authorization must be obtained prior to beginning work and must contain an indemnification clause that extends to the COUNTY the ability to access the [property/site] where the Project will be constructed. As part of the authorization agreement, the ZOO shall include the following language:

The [property owner] hereby authorizes and permits the Brevard County Board of County Commissioners, its agents, employees, officers, directors, and those under its direction or agency, (the "COUNTY") to access the [property/site] to conduct periodic inspections of and/or maintenance for the [Project located on the property/site]. The COUNTY shall provide reasonable advanced notice to [the property owner] prior to any inspection or maintenance. As part of this authorization and permission to access the [property/site], [the property owner] shall fully indemnify, defend, and hold the COUNTY harmless from and against any and all claims, suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to bodily injury, sickness, disease, death personal injury, damage to property or loss of use of any property or assets resulting therefore, resulting from or arising out of the performance of the services or products for which the COUNTY and/or the ZOO is providing to [the property owner].

**Section 9. Notifications.**

- a. *Commencement of Construction.* The ZOO shall notify the COUNTY'S Project Manager once construction has started at the site.
- b. *Completion of Construction.* The ZOO shall notify the COUNTY'S Project Manager once construction has been completed in order for surveyors to complete their survey and analyze the site.

**Section 10. Amount of Funding.**

- a. For satisfactory completion of the Project, the COUNTY shall pay the ZOO its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form, Attachment E**. This amount is not to exceed the maximum amount of cost-share that was recommended by the Citizen Oversight Committee and approved by the County Commission unless additional matching funds for the Project are secured by the COUNTY from external revenue sources and approved for allocation to this Project by the Board of County Commissioners or its duly authorized representative.
- b. The COUNTY cost-share amount is not subject to modification based upon price escalation in implementing the Project during the term of this Contract. The ZOO shall be responsible for payment of all additional costs necessary to ensure completion of the Project.
- c. During contract negotiations, the ZOO must submit the adopted budget for the Project, the amount of all secured grants for the Project, and an estimate of Project costs as defined in Section 10.e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project costs minus external matching funds for the Project.
- d. The ZOO shall notify the COUNTY'S Project Manager in writing upon receipt of any additional

external funding for the Project not disclosed prior to execution of this Contract. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project Costs minus external matching funds for the Project.

e. "Project cost" is defined to include actual costs of constructing project facilities, including construction, construction management, construction QA/QC testing, land acquisition, engineering, design, permitting, permit fees, impact fees, and any other Project-specific costs authorized under the **Statement of Work, Attachment A**. Project cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work, nor any costs not included in the contracted Statement of Work.

f. Funding shall not be provided for expenses incurred after the Completion Date.

g. The ZOO is responsible for owning, operating and maintaining the Project for the typical operating life of the Project.

#### **Section 11. Payment of Invoices.**

a. The ZOO shall submit itemized invoices as per the **Statement of Work, Attachment A** on a quarterly basis for reimbursable expenses by one of the following four methods: (1) By mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Department of Natural Resource Management, Brandon Smith, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (4) By e-mail to brandon.smith@brevardfl.gov.

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the ZOO'S name, address, and authorization to directly deposit payment into the ZOO'S account; (3) the ZOO'S invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the ZOO'S Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the **Statement of Work, Attachment A**); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not include the above-listed information shall be returned without action within ten (10) business days of receipt, stating the basis for rejection.

#### Reimbursement Address

East Coast Zoological Society, Inc.  
8225 N Wickham Road  
Melbourne, FL 32940

c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share listed in the **Eligible Tax Funding Cost Share Form, Attachment E** (after adjustments per Sections 10.c. and/or d. in the Eligible Tax Funding Cost Share Form, Attachment E) divided by Project cost multiplied by the amount of the ZOO's Project Cost incurred during the respective incremental billing period. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

d. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to the ZOO and proof of payment. If necessary for audit purposes, the ZOO shall provide additional supporting information as required to document invoices.

e. ZOO shall be reimbursed for the actual cost of the Project, or the contracted amount, whichever is less. The COUNTY shall not withhold any retainage from this reimbursement. COUNTY reimbursement is subject to annual budgetary limitation, if applicable.

f. The COUNTY'S fiscal year ends on September 30<sup>th</sup>. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30<sup>th</sup> satisfies this requirement. Regardless of whether the ZOO chooses monthly, quarterly, or annual invoices, if any expenses occur between a previous invoice and September 30<sup>th</sup>, the ZOO shall submit a description of the work completed on the Project through September 30<sup>th</sup> and a corresponding invoice for that cost-share eligible amount achieved during that time interval.

**Section 12. Final Invoice.**

a. The final invoice must be submitted no later than forty-five (45) days after the ZOO'S final payment to its vendors for the Project or October 30<sup>th</sup> if the ZOO's final payment is made between September 15<sup>th</sup> and September 30<sup>th</sup>.

b. Final Invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the COUNTY, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The ZOO 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.

**Section 13. Travel Expenses.**

If the cost schedule for this Contract includes a line item for travel expenses, travel expenses shall be drawn from the Project budget. Travel expenses are otherwise not compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the ZOO.

**Section 14. Payments Withheld.**

The COUNTY 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 COUNTY from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; or (3) any other material breach of this Contract. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

**Section 15. Multi-Year Contracts.**

a. For multi-fiscal year contracts, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the

schedule specified in the Project Contract, as amended. 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) ("Estimated Reimbursement Schedule").

- b. If the ZOO anticipates that expenditures will exceed the budgeted amount during any fiscal year, the ZOO shall promptly notify the COUNTY'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 COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not reimbursed in the current fiscal year due to slippage in the Project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.
- c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the Project schedule.

**Section 16. Liability and Insurance.**

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. The ZOO 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 State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended. Nothing in this Agreement 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. Nothing herein shall constitute a waiver of the COUNTY'S sovereign immunity protections. The COUNTY'S liability obligations hereunder shall be subject to the protections of and limitations on damages set forth in Section 768.28, Florida Statutes.

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.

At its own expense, the ZOO shall keep in force and at all times maintain during the term of this Contract the following minimum levels of insurance including, but not limited to:

- (a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies as outlined in subsection (c) below, with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- (c) Insurance Certificates: the ZOO shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in an industry standard Acord form. Said

General Liability Policy shall provide that the COUNTY be included as an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action if replacement insurance meeting the requirements and specifications therein cannot be obtained. All insurance policies shall be issued by responsible companies who are licensed and authorized under the laws of the State of Florida.

**Section 17. Funding Contingency.**

a. This Contract is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River Lagoon one-half cent surtax; (2) annual appropriations by the Florida Legislature; or (3) appropriations from other agencies or funding sources. Contracts 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 COUNTY 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 COUNTY shall so notify the ZOO and this Contract shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Contract, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The ZOO agrees that any and all ZOO funds budgeted (in the adopted or amended budget) for this Project that are saved by the ZOO by virtue of reimbursement or allocation received pursuant to this cost-share Contract, shall be reallocated and expended by the ZOO solely to other ZOO, COUNTY or third-party project(s) benefiting the restoration of the Indian River Lagoon within five (5) years of the Effective Date of this Contract. Should the ZOO choose to not expend such funds in the manner described above, the ZOO shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The ZOO'S obligation under this paragraph shall survive the termination of this Contract.

**Section 18. Failure to Complete Project.**

a. Should the ZOO fail to complete the Project, the ZOO shall refund to the COUNTY all of the funds provided to the ZOO pursuant to this Contract.

b. With a recommendation from its Citizen Oversight Committee, the COUNTY, in its sole judgment and discretion, may determine that the ZOO has failed to complete the Project due to circumstances that are beyond the ZOO'S control, due to termination of this Contract for reasons of funding availability, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the COUNTY may excuse the ZOO from the obligation to return funds provided hereunder.

c. If the Project has not been completed within thirty (30) days after the Completion Date, the ZOO shall provide the COUNTY with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

d. In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Contract, unless extended by mutual agreement of the parties. Sections 18.a. and b. shall survive the termination or expiration of this Contract.

e. Force Majeure. ZOO will not be responsible for failure to carry out any terms of this Contract due to any one of the following circumstances beyond the control of the ZOO: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the state of Florida or the United States; (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction; (c) war; (d) flood; (e) earthquake; (f) fire; (g) severe wind storm or hurricane; (h) acts of public disturbance; (i) quarantine restrictions; (j) epidemic; (k) strikes; or (l) sabotage. The ZOO shall not be subject to any liability for failure to carry out any of the terms of this Contract to the extent that such failure shall be due to a Force Majeure event as defined herein. In such event, the ZOO shall be excused from the obligation to return funds provided herein if the parties can agree, in writing, to a revised completion date for the Project based on the circumstances.

#### **Section 19. Termination.**

a. If the ZOO materially fails to fulfill its obligations under this Contract, including any specific milestones established herein, the COUNTY may provide the ZOO written notice of the deficiency by forwarding a "Notice to Cure," citing the specific nature of the breach. The ZOO shall have thirty (30) days following receipt of the notice to cure the breach. If the ZOO fails to cure the breach within the thirty (30) day period, the COUNTY may issue a "Termination for Default Notice" terminating this Contract without further notice. In such event, the ZOO shall refund to the COUNTY all funds provided to the ZOO pursuant to this Contract within thirty (30) days of such termination. The COUNTY may also terminate this Contract upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

b. Delay or failure by the COUNTY to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the COUNTY'S rights or remedies for any subsequent breach or continued breach of this Contract.

c. This Contract may be terminated by either party for convenience upon ninety (90) days prior written notice to the other party. In the event the COUNTY terminates for convenience, ZOO shall be paid for work completed and costs incurred in good faith through the date of termination. In the event the ZOO terminates for convenience, COUNTY shall receive a full refund of the funds provided herein within thirty (30) days of the date of termination.

#### **ADDITIONAL PROVISIONS**

#### **Section 20. Assignment.**

The ZOO shall not assign this Contract, or any monies due hereunder, without the COUNTY'S prior written consent. The ZOO is solely responsible for fulfilling all work elements in any contracts

awarded by the ZOO and payment of all monies due. No provision of this Contract shall create a contractual relationship between the COUNTY and any of the ZOO'S contractors or subcontractors.

**Section 21. Audit; Access to Records; Repayment of Funds.**

a. Maintenance of Records. The ZOO 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. The ZOO shall keep the records of receipts and expenditures, copies of all reports submitted to the COUNTY, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Contract. In addition, the ZOO shall maintain records to demonstrate satisfaction of its obligation under subparagraph 17b. above.

b. Review and Auditing. In accordance with generally accepted governmental auditing standards, the COUNTY shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Contract. In the event of an audit, the ZOO shall maintain all required records until the audit is completed and all questions are resolved. The ZOO will provide proper facilities for access to and inspection of all required records.

c. Repayment of Funds. COUNTY funding shall be subject to repayment after expiration of this Contract if, upon audit examination, the COUNTY finds any of the following: (1) the ZOO has spent funds for purposes other than as provided for herein; (2) the ZOO has failed to perform a continuing obligation of this Contract; (3) the ZOO has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the ZOO has been advanced or paid unobligated funds; (5) the ZOO has been paid funds in excess of the amount the ZOO is entitled to receive under the Contract; and/or (6) the ZOO has received contributions amounting to more than one hundred percent (100%) of the Project cost through cumulative public agency cost-share funding.

**Section 22. Dispute Resolution.**

The ZOO is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Contract by submitting a written statement to the COUNTY'S Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the COUNTY Project Manager within ten (10) business days, the COUNTY Project Manager shall forward the request to the County Manager's Office, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the COUNTY and may be subject to judicial review upon completion of the Project.

**Section 23. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.**

This Contract 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 Contract: (1) Venue for any state or federal legal proceedings shall be in a court of competent jurisdiction in and for Brevard 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.

**Section 24. Permits.**

The ZOO 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. The ZOO 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 Contract and shall not be approved for cost-share funding.

**Section 25. Independent Contractors.**

The parties to this Contract, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Contract shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Contract. The ZOO is not a contractor of the COUNTY. The COUNTY is providing cost-share funding as a cooperating governmental entity to assist the ZOO in accomplishing the Project. The ZOO is solely responsible for accomplishing the Project and directing the means and methods by which the Project is accomplished. The ZOO is solely responsible for compliance with all labor, health care, and tax laws pertaining to the ZOO, its officers, agents, and employees.

**Section 26. Scrutinized Companies.**

- a. The ZOO certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the ZOO or its subcontractors are found to have submitted a false certification; or if the ZOO or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Agreement is for more than one million dollars, the ZOO certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the ZOO, its affiliates, or its subcontractors are found to have submitted a false certification; or if the ZOO, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.
- c. The ZOO agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**Section 27. Local Preference Limitations.**

The ZOO is responsible for ensuring that "local preference" is only utilized in the hiring of contractors when legally permitted. If the source of funds for this cost-share in any way restricts the use of "local preference," the COUNTY has the responsibility to put the ZOO on notice. If put on notice, the ZOO agrees to indemnify the COUNTY, to the extent permitted by Florida law, for any and all actions or penalties that may arise from the unpermitted use of "local preference."

**Section 28. 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.

**Section 29. Public Records.**

Records of the ZOO 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, Florida Statutes. If the ZOO receives a public records request, the ZOO shall promptly notify the COUNTY'S Project Manager. Each party reserves the right to cancel this Contract for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Florida Statutes, as amended.

**Section 30. Royalties and Patents.**

The ZOO certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. The ZOO 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 COUNTY harmless from loss to the extent allowed by Florida law.

**Section 31. Employment Eligibility Verification (E-Verify).**

The ZOO:

- a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the ZOO during the term of the Contract; and
- b. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and
- c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such

records available to the COUNTY consistent with the terms of the ZOO'S enrollment in the program. This includes maintaining a copy of proof of the ZOO'S and subcontractors' enrollment in the E-Verify Program.

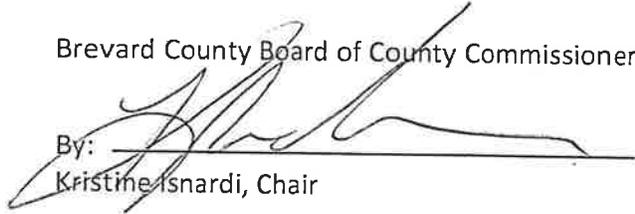
d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach.

**Section 32. Severability.**

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.

**IN WITNESS WHEREOF**, the COUNTY has caused this Contract to be executed on the day and year written below in its name by its duly authorized representative, and ZOO has caused this Contract to be executed on the day and year written below in its name by its duly authorized representatives. This Contract may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Contract constitutes the entire Contract of the parties and supersedes all other stipulations, proposals, representations, statements, or understandings, whether written or oral, regarding this subject matter. This Contract cannot be changed by any means other than written amendments referencing this Contract and signed by all parties.

Brevard County Board of County Commissioners

By:   
Kristine Isnardi, Chair

As Approved by the Board on February 26, 2019

Attest

By:   
Scott Ellis, Clerk

East Coast Zoological Society, Inc

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

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

Title: \_\_\_\_\_

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

Reviewed for legal form and content

 5/28/19  
Alexander Essee, Assistant County Attorney

**ATTACHMENT A  
STATEMENT OF WORK**

**PROJECT TITLE:** Brevard Zoo Central IRL Oyster Project SORIL 19-105

**PROJECT LOCATION:** Central Basin of the Indian River Lagoon. The following are proposed sites for this project. If for any reason the project cannot be conducted at one or more of these sites then suitable substitution sites may be selected by the ZOO and submitted to the COUNTY for approval.

400 S. Riverside Dr. Indialantic FL, 32903  
600 S. Riverside Dr. Indialantic FL, 32903  
705 Riverside Dr. Melbourne Beach FL, 32951  
410 Riverside Dr. Melbourne Beach FL, 32951  
1320 S. Riverside Dr. Indialantic FL, 32903  
1424 S. Riverside Dr. Indialantic FL, 32903  
504 Riverside Dr Melbourne Beach FL, 32951  
406 Riverside Dr. Melbourne Beach FL, 32951  
1418 S. Riverside Dr. Indialantic, FL 32903  
502 Riverside Dr. Melbourne Beach FL, 32951  
1426 S Riverside Dr. Indialantic, FL 32903  
1400 S Riverside Dr. Indialantic, FL 32903  
1216 S Riverside Dr. Indialantic, FL 32903  
1383 Worth Ct. NE Palm Bay, FL 32905  
6065 S. US 1 Grant, FL 32949  
412 La Costa St. Melbourne Beach, FL 32951

**PROJECT BACKGROUND:** Brevard Zoo's Restore Our Shores (ROS) is a community-based program that umbrellas multiple projects focused on lagoon restoration and education that, since 2009, has helped gather over 57,000 volunteers into an active cohort of lagoon restoration advocates. The Restore Our Shores program is currently working to install oyster reefs throughout the Indian River Lagoon.

**PROJECT DESCRIPTION:** Brevard Zoo will construct 10,200 square feet of oyster projects in the Central IRL. The design will be site specific and will be approved by the County before construction begins. Brevard Zoo will consult with the County to determine whether live oysters need to be added to each specific location. The zoo will conduct the necessary site evaluations, complete the designs for the project, obtain permits, and construct the oyster projects, with the assistance of volunteers and community partners.

**TASKS and DELIVERABLES:**

**Task #1: Site Evaluation**

**Task Description:** Brevard Zoo will complete all site evaluations needed to proceed to the design and permitting processes. This includes but is not limited to the following: an initial site visit to examine fetch, depth, salinity, presence of oysters, sediment composition, and any surrounding considerations; a sea grass survey; any necessary follow up visits; communications with the landowner and contract negotiations.

Deliverable: Letter of Commitment from all property owners.

**Task #2 Design**

**Task Description:** Brevard Zoo will complete the designs for these oyster projects and share with the county, prior to construction. This task will also include preparing the drawings that will be needed to secure all permits. The proposed designs will be site specific and will be approved by the County prior to construction. The zoo will consult with the County to determine whether live oysters need to be added to each specific location.

Deliverable: Sketch of designs.

**Task #3 Permitting**

**Task Description:** Brevard Zoo will obtain all necessary permits for the completion of this project, both from Army Corps of Engineers and the State agency, which will either be St. Johns River Water Management District or Florida Department of Environmental Protection, depending on the decision of the agencies mentioned for each site. The zoo will submit copies of all said permits to the County.

Deliverable: Copy of all permits.

**Task #4 Construction**

**Task Description:** Brevard Zoo will construct the oyster projects in accordance with the final designs and required permits. This will be a multi-pronged process that can be broken into four steps: material acquisition, material preparation, staging, and installation. Material acquisition will be completed in the form of the collection of shell from participating restaurants and a local shucking house, as well as the purchase of all other necessary materials. Material preparation includes coordinating the construction, palletizing and storing of the shell bags needed for this reef, whether done in house or with the assistance of volunteers or community partners. Staging includes the mobilization of the necessary materials from the storage location to the build sites. Installation includes placing the materials in the correct locations in the water and securing them in accordance with the designs and permits. The finished product will be 10,200 square feet of oyster reef in the Central IRL. Live oysters will be added to all areas deemed appropriate after consulting with the County. Brevard Zoo will accomplish these tasks with the assistance of volunteers and community partners.

Deliverable: Pictures of installations and GPS Coordinates of the completed reefs.

| Task | Task Title           | Task Start Date | Task End Date |
|------|----------------------|-----------------|---------------|
| 1    | Site Evaluation      | 5/1/18          | 8/1/19        |
| 2    | Design               | 3/1/19          | 5/1/20        |
| 3    | Permitting           | 3/1/19          | 3/1/23        |
| 4    | Construction:        | 3/1/19          | 12/31/23      |
| 4 a  | Material Acquisition | 3/1/19          | 12/31/20      |
| 4 b  | Material Preparation | 5/1/19          | 5/1/22        |
| 4 c  | Staging              | 6/11/19         | 12/31/23      |
| 4 d  | Installation         | 6/14/19         | 12/31/23      |

**Estimated Reimbursement Schedule:** Project reimbursements will be requested quarterly.

Note that quarters go by the County fiscal year so 1<sup>st</sup> quarter is October-December., 2<sup>nd</sup> quarter is January-March, 3<sup>rd</sup> quarter is April-June, 4<sup>th</sup> quarter is July-September

| Task # | Q3/18-19 | Q4/18-19 | Q1/19-20 | Q2/19-20 |  |  |  |  |
|--------|----------|----------|----------|----------|--|--|--|--|
| 1      | \$21,961 |          |          |          |  |  |  |  |
| 2      | \$8,000  | \$10,829 |          |          |  |  |  |  |
| 3      | \$4,000  | \$14,000 | \$2,321  |          |  |  |  |  |
| 4 a    | \$3,500  | \$12,000 | \$12,000 | \$1,657  |  |  |  |  |
| 4 b    | \$2,000  | \$700    | \$501    | \$500    |  |  |  |  |
| 4 c    | \$1,000  | \$1,500  | \$3,000  | \$807    |  |  |  |  |
| 4 d    | \$7,000  | \$20,000 | \$20,000 | \$13,884 |  |  |  |  |

**Deliverables:** Quarterly and final reports including pictures of progress made, or plans if pictures are not yet available.

**Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):**

This project is not included in the zoo's FY 2017-2018 budget, therefore without the Save Our Indian River Lagoon Funding the project would not have been executed in the near future.

SAVE OUR INDIAN RIVER LAGOON  
PROJECT PROGRESS REPORT FORM

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

Report Number: \_\_\_\_\_

**Project Information**

|                                       |  |                               |  |
|---------------------------------------|--|-------------------------------|--|
| Project Name:                         |  |                               |  |
| Recipient Name:                       |  |                               |  |
| Contract Number:                      |  | County Project Manager Email: |  |
| Nitrogen Reduction Benefit (lbs/yr)   |  | County Project Manager Phone: |  |
| Phosphorus Reduction Benefit (lbs/yr) |  | Recipient's Email:            |  |
| TSS Reduction Benefit (lbs/yr)        |  | Recipient's Phone:            |  |

**Construction Schedule**

|                        |  |
|------------------------|--|
| Start Date (mm/dd/yy): |  |
| Completion (mm/dd/yy): |  |

**Reporting Period**

|                            |  |
|----------------------------|--|
| Beginning Date (mm/dd/yy): |  |
| Ending Date (mm/dd/yy):    |  |

**Budget**

|                   |  |
|-------------------|--|
| Total Budget:     |  |
| Expended To-date: |  |
| Contract Amount:  |  |

|                          |  |
|--------------------------|--|
| Expended This Period:    |  |
| Percent Budget Expended: |  |
| Percent Cost Share:      |  |

**Estimated Reimbursement Schedule**

**Fiscal Year 1**

| Reimbursement # | Anticipated Amount | Anticipated Date |
|-----------------|--------------------|------------------|
| 1               |                    |                  |
| 2               |                    |                  |
| 3               |                    |                  |
| 4               |                    |                  |

**Fiscal Year 2**

| Reimbursement # | Anticipated Amount | Anticipated Date |
|-----------------|--------------------|------------------|
| 1               |                    |                  |
| 2               |                    |                  |
| 3               |                    |                  |
| 4               |                    |                  |

**Project Status (Include Total % Complete)**

|  |
|--|
|  |
|--|

**Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 90 days:**

| Task Number | Tasks/Milestones/Deliverables      | Start Date | Finish Date | Percent Complete | Projected Finish Date |
|-------------|------------------------------------|------------|-------------|------------------|-----------------------|
| 1           | Site Evaluation                    |            |             |                  |                       |
| 2           | Design                             |            |             |                  |                       |
| 3           | Permitting                         |            |             |                  |                       |
| 4 a         | Construction: Material Acquisition |            |             |                  |                       |
| 4 b         | Construction: Material Preparation |            |             |                  |                       |
| 4 c         | Construction: Staging              |            |             |                  |                       |
| 4 d         | Construction: Installation         |            |             |                  |                       |

**Problems, Issues, Solutions, Anticipated deviations from schedule:**

|  |
|--|
|  |
|--|

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

**Attachment C - Detail Sheet**

**Save Our Indian River Lagoon Cost-Share Program  
Invoice for Reimbursement**

|  |     |
|--|-----|
| RECIPIENT'S NAME:                        |     |
| RECIPIENT'S EMAIL:                       |     |
| PROJECT NAME:                            |     |
| AGREEMENT NO.:                           |     |
| PERFORMANCE PERIOD:                      |     |
| FROM:                                    | TO: |
| PAYMENT REQUEST NO.:                     |     |
| REMITANCE ADDRESS:                       |     |
| DATE OF REQUEST:                         |     |
| COUNTY'S PROJECT MANAGER:                |     |
| PROJECT COST:                            |     |
| LAGOON TAX COST SHARE PERCENTAGE:        |     |
| CONTRACTED LAGOON TAX COST SHARE AMOUNT: |     |
| CURRENT REIMBURSEMENT AMOUNT REQUESTED:  |     |

| ITEM NO.       | VENDOR | DESCRIPTION OF SERVICES/<br>CATEGORY OF EXPENDITURE | CHECK DATE | CHECK NUMBER | INVOICE NUMBER | INVOICES PREVIOUSLY PAID | INVOICES INCLUDED IN THIS REQUEST | PREVIOUS REIMBURSEMENT AMOUNT PAID | CURRENT REIMBURSEMENT AMOUNT REQUESTED |
|----------------|--------|---|------------|--------------|----------------|--------------------------|-----------------------------------|------------------------------------|--|
| 1              |        |   |            |              |                |                          |                                   |                                    |  |
| 2              |        |   |            |              |                |                          |                                   |                                    |  |
| 3              |        |   |            |              |                |                          |                                   |                                    |  |
| 4              |        |   |            |              |                |                          |                                   |                                    |  |
| 5              |        |   |            |              |                |                          |                                   |                                    |  |
| 6              |        |   |            |              |                |                          |                                   |                                    |  |
| 7              |        |   |            |              |                |                          |                                   |                                    |  |
| 8              |        |   |            |              |                |                          |                                   |                                    |  |
| 9              |        |   |            |              |                |                          |                                   |                                    |  |
| 10             |        |   |            |              |                |                          |                                   |                                    |  |
| 11             |        |   |            |              |                |                          |                                   |                                    |  |
| 12             |        |   |            |              |                |                          |                                   |                                    |  |
| <b>TOTALS:</b> |        |   |            |              |                |                          |                                   | \$ -                               | \$ -                                   |

**Recipient's Certification of Payment Request**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, do hereby certify for SOIRL Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- All procurement for the amount requested was completed in a manner consistent with applicable law and contract requirements.
- If notified by the County of any restrictions on the use of local preference for this Agreement, the Recipient confirms that no local preference was used.
- The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

|  |   |
|--|---|
| Professional Service Provider (Name / License No.) | Period of Service (mm/dd/yy – mm/dd/yy) |
|--|---|

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

\_\_\_\_\_  
Recipient's Grant Manager's Signature

\_\_\_\_\_  
Recipient's Fiscal Agent

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

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

ATTACHMENT E

|                   |  |
|-------------------|--|
| Recipient Name:   | Brevard Zoo                            |
| Project Name:     | Brevard Zoo Central IRL Oyster Project |
| Agreement Number: | SORIL 19-105                           |

| 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                                  | Site Evaluation      | \$ 21,961.00  |               |                |                  |  |             |
| 2                                  | Design               | \$ 18,829.00  |               |                |                  |  |             |
| 3                                  | Permitting           | \$ 20,321.00  |               |                |                  |  |             |
| 4 a                                | Material Acquisition | \$ 29,157.00  |               |                |                  |  |             |
| 4 b                                | Material Preparation | \$ 3,701.00   |               |                |                  |  |             |
| 4 c                                | Staging              | \$ 6,307.00   |               |                |                  |  |             |
| 4 d                                | Installation         | \$ 60,884.00  |               |                |                  |  |             |
|                                    | Total                | \$ 161,160.00 | \$ -          | \$ -           | \$ -             | \$ 161,160.00                            |             |

| Funding Eligibility Calculation                         |                         |
|---|-------------------------|
| Project Type  | Oyster-Living Shoreline |
| BMP Type (If stormwater)                                | 408                     |
| Pounds of Nitrogen Reduction                            |                         |
| Eligible Cost Share per Pound                           | \$ 395.00               |
| Eligible Tax Funding Cost Share                         | \$ 161,160.00           |
| Reduction so Sum of Grants does not exceed Project Cost | \$ -                    |
| Eligible Lagoon Tax Cost Share, Adjusted                | \$ 161,160.00           |
| Percent Cost Share to be contributed by the Lagoon Tax  | 100%                    |