



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

7/6/2021

Subject:

Save Our Indian River Lagoon Fish Kill Clean Up Coordination Contract Between Brevard County, Florida, and Keep Brevard Beautiful, Inc.

Fiscal Impact:

FY20-21: Up to \$100,000 from the Save Our Indian River Lagoon Fund 1260 Cost Center 271210

Dept/Office:

Natural Resources Management

Requested Action:

It is requested that the Board of County Commissioners: 1) authorize the Chair to execute an agreement with Keep Brevard Beautiful, Inc to coordinate a fish kill clean up in the Indian River Lagoon in the event of a catastrophic die off event; 2) authorize the County Manager to execute any future amendments, change orders, or extensions; and 3) approve associated budget change requests.

Summary Explanation and Background:

In August 2020, Brevard County Purchasing Services, on behalf of Natural Resources advertised a competitive Request for Proposal (RFP) for fish kill cleanup services. Purchasing Services received one submission in response to the RFP from Keep Brevard Beautiful, Inc., (KBB).

Upon review of the proposal received from KBB, the selection committee motioned to enter into negotiations with KBB for the services requested in the RFP. Negotiations were held in September 2020 and again in January 2021. The result of those negotiations, as outlined in the contract, provide for KBB to be paid, for services rendered, an hourly rate of \$35.00 per hour per KBB Staff member working on an approved project. That \$35.00 per hour includes, staff labor time, use of vehicles and equipment, tools, and all supplies, PPE and volunteer clothing needed to complete the assigned project. The contract limits a working day to a 12-hour day and limits the amount of a daily reimbursement to \$7,500.00 per day of a clean up effort. The County also agreed to a separate fee for professional fisherman utilized in a clean up effort in an amount based on actual (current) bait fish market rates (approximately \$0.35 per pound of wet fish), plus actual costs per day for equipment and fuel, as determined by the County. Lastly, the County and KBB agreed that the County would pay actual costs per day for dumpster tipping fees, as determined by the County.

Due to nutrient pollution and associated harmful algal bloom events, the Indian River Lagoon remains at an elevated risk for fish kills. The proposed contract provides for a rapid response to catastrophic fish kill events. For such events, Keep Brevard Beautiful would coordinate volunteers and fishermen to harvest dead fish from the lagoon and dispose of them at the landfill. This will prevent fish decay from returning excess nutrients to the water, reduce the oxygen demand associated with decomposition, and mitigate odor and aesthetic

impacts.

Timely pursuit of contracting is necessary for multiple reasons: 1) Protection of human health and lagoon water quality ; 2) Provide safe clearance and disposal of decomposing fish species, potentially on shore and/or surface water; 3) Provide relevant field data to aid in quantifying impacts of the algal bloom or cold stunning event; and 4) this contract could also be used to respond to fish kills on the St Johns River or red tide related fish kills on the ocean shoreline, although funding would need to be directed from an appropriate source rather than from the Save Our Indian River Lagoon Trust Fund.

Clerk to the Board Instructions:

Please execute two original Agreements and return to Natural Resources.



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

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

July 7, 2021

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.2., Save Our Indian River Lagoon (SOIRL) Fish Kill Clean Up Coordination Contract with Keep Brevard Beautiful (KBB), Inc.

The Board of County Commissioners, in regular session on July 6, 2021, authorized the Chair to execute an Agreement with Keep Brevard Beautiful, Inc. to coordinate a fish kill clean up in the IRL in the event of a catastrophic die off event; authorized the County Manager to execute any future amendments, change orders, or extensions; and approved associated Budget Change Requests. Enclosed are three executed Agreements.

Upon execution by all parties, please return the fully-executed Agreement 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
Kimberly Powell, Clerk to the Board

Encls. (3)

cc: County Manager
Finance
Budget

JUL 12 2021

Brevard County
Natural Resources

**SAVE OUR INDIAN RIVER LAGOON FISH KILL CLEAN UP COORDINATION CONTRACT BETWEEN
BREVARD COUNTY, FLORIDA AND KEEP BREVARD BEAUTIFUL, INC**

CONTRACT NUMBER: SOIRL 21-208

THIS CONTRACT ("Contract") is made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and KEEP BREVARD BEAUTIFUL, INC, a Florida non-profit agency organized and existing under the laws of the State of Florida (hereinafter the "NON-GOVERNMENTAL ORGANIZATION").

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 NON-GOVERNMENTAL ORGANIZATION 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.

WHEREAS, the County issued a request for proposal, RFP # P-2-20-06, for fish kill cleanup services, and Keep Brevard Beautiful, Inc. was competitively awarded the contract through formal selection and negotiation committee processes.

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; and
- f. Attachment D – Red Tide Related Beach Cleaning BMPs

Section 2. Statement of Work.

In consideration of the above recitals, and the funding assistance described below, the NON-GOVERNMENTAL ORGANIZATION agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A**. NON-GOVERNMENTAL ORGANIZATION 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 January 31, 2025 ("Completion Date"). NON-GOVERNMENTAL ORGANIZATION 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 County Manager or Board of County Commissioners, as appropriate. Up to two (2) requests to extend for up to six (6)

months each may be approved by the County Manager, or his/her designee. Timely requests to extend for longer than the County Manager's authorization to approve, may only be approved by the Board of County Commissioners.

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, including by way of example without limitation, delivery of a final progress report, will remain in full force and effect after the Completion Date as necessary to affect performance.

d. The option to extend the Contract agreement for two (2) additional three (3) year terms may be permissible upon mutual agreement of both parties with the approval of the County Manager.

Section 4. Offer Limitations.

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

Section 5. Project Management.

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

Terry Williamson
Environmental Section Supervisor
Department of Natural Resources
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: terry.williamson@brevardfl.gov

NON-GOVERNMENTAL ORGANIZATION

Bryan Bobbitt
Executive Director
Keep Brevard Beautiful, Inc.
1620 Adamson Road
Cocoa, Florida 32926
321-631-0501 extension 203
E-mail:bryanbobbittkbb@gmail.com

a. 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 funding amount, Completion Date, or otherwise significantly modify the terms of the Contract.

b. Should additional funding be acquired from sources other than the Indian River Lagoon one-half cent surtax, the County Manager and the authorized NON-GOVERNMENTAL ORGANIZATION representative are authorized to sign amendments to this Contract only if such additional funding reduces the Indian River Lagoon tax funding amount.

Section 6. Deliverables.

a. The NON-GOVERNMENTAL ORGANIZATION shall fully implement the Project, as described in the **Statement of Work, Attachment A**. The NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION shall provide to the COUNTY Project update/status reports as provided in the **Statement of Work, Attachment A**. Reports will provide details on the progress of the Project and outline any potential issues affecting completion or the overall schedule.

b. The NON-GOVERNMENTAL ORGANIZATION shall use the COUNTY'S **Project Progress Report Form, Attachment B**. NON-GOVERNMENTAL ORGANIZATION shall submit the Project Progress Reports to the COUNTY'S Project Manager daily until project is completed.

c. Commencement of Construction. The NON-GOVERNMENTAL ORGANIZATION shall notify the COUNTY once clean-up has started at the site. The COUNTY will determine stand down days when necessary and appropriate.

d. For as long as the Project is operational, the COUNTY shall have the right to inspect the operation of the Project without notice. The NON-GOVERNMENTAL ORGANIZATION shall make available to the COUNTY any available data that is requested pertaining to the performance of the Project.

Section 8. Written Authorization

No written authorization will be needed as the NON-GOVERNMENTAL ORGANIZATION will gain access by way of public crossovers and parks. The NON-GOVERNMENTAL ORGANIZATION shall obtain written authorization from the property owner(s) where the clean-up site is to be that authorizes and secures permission for the NON-GOVERNMENTAL ORGANIZATION and the COUNTY to enter the subject 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 and/or site where the Project will be constructed. As part of the authorization agreement, the NON-GOVERNMENTAL ORGANIZATION shall include the following language:

The [property owner] hereby authorizes and permits Brevard County, Florida, 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 NON-GOVERNMENTAL ORGANIZATION is providing to [the property owner].

Section 9. Notifications.

- a. *Commencement of Construction.* The NON-GOVERNMENTAL ORGANIZATION shall notify the COUNTY'S Project Manager once clean-up has started at the site.
- b. *Completion of Construction.* The NON-GOVERNMENTAL ORGANIZATION shall notify the COUNTY'S Project Manager once construction has been completed for the day.

Section 10. Amount of Funding.

- a. For satisfactory completion of the Project, the COUNTY shall pay the NON-GOVERNMENTAL ORGANIZATION up to \$100,000 as 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 NON-GOVERNMENTAL ORGANIZATION shall be responsible for payment of all additional costs necessary to ensure completion of the Project.

c. The NON-GOVERNMENTAL ORGANIZATION 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.

d. "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.

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

Section 11. Payment of Invoices.

a. The NON-GOVERNMENTAL ORGANIZATION shall submit itemized invoices as per the **Statement of Work, Attachment A** at end of project for reimbursable expenses by one of the following four methods by: (1) mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Natural Resources Management Department, Terry Williamson, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (4) e-mail to terry.williamson@brevardfl.gov and cc NRMD.Finance@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 NON-GOVERNMENTAL ORGANIZATION's name, address, and authorization to directly deposit payment into the NON-GOVERNMENTAL ORGANIZATION's account; (3) the NON-GOVERNMENTAL ORGANIZATION's invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the NON-GOVERNMENTAL ORGANIZATION'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

Keep Brevard Beautiful, Inc.
1620 Adamson Road
Cocoa, Florida 32926

c. 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 NON-GOVERNMENTAL ORGANIZATION and proof of payment. If necessary for audit purposes, the

NON-GOVERNMENTAL ORGANIZATION shall provide additional supporting information as required to document invoices.

e. NON-GOVERNMENTAL ORGANIZATION 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 limitations and allocations, if applicable.

f. The COUNTY'S fiscal year ends on September 30th. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30th satisfies this requirement. If any expenses occur between a previous invoice and September 30th, the NON-GOVERNMENTAL ORGANIZATION shall submit a description of the work completed on the Project through September 30th 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 NON-GOVERNMENTAL ORGANIZATION's final payment to its vendors for the Project or October 30th if the NON-GOVERNMENTAL ORGANIZATION's final payment is made between September 15th and September 30th.

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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION.

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 NON-GOVERNMENTAL ORGANIZATION anticipates that expenditures will exceed the budgeted amount during any fiscal year, the NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION agrees that any and all NON-GOVERNMENTAL ORGANIZATION funds budgeted (in the adopted or amended budget) for this Project that are saved by the NON-GOVERNMENTAL ORGANIZATION by virtue of reimbursement or allocation received pursuant to this cost-share Contract, shall be reallocated and expended by the NON-GOVERNMENTAL ORGANIZATION solely to other NON-GOVERNMENTAL ORGANIZATION, 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 NON-GOVERNMENTAL ORGANIZATION choose to not expend such funds in the manner described above, the NON-GOVERNMENTAL ORGANIZATION shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The NON-GOVERNMENTAL ORGANIZATION's obligation under this paragraph shall survive the termination of this Contract.

Section 18. Failure to Complete Project.

a. Should the NON-GOVERNMENTAL ORGANIZATION fail to complete the Project, the NON-GOVERNMENTAL ORGANIZATION shall refund to the COUNTY all of the funds provided to the NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION has

failed to complete the Project due to circumstances that are beyond the NON-GOVERNMENTAL ORGANIZATION'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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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. NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION: (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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION materially fails to fulfill its obligations under this Contract, including any specific milestones established herein, the COUNTY may provide the NON-GOVERNMENTAL ORGANIZATION written notice of the deficiency by forwarding a "Notice to Cure," citing the specific nature of the breach. The NON-GOVERNMENTAL ORGANIZATION shall have thirty (30) days following receipt of the notice to cure the breach. If the NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION shall refund to the COUNTY all funds provided to the NON-GOVERNMENTAL ORGANIZATION 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, NON-GOVERNMENTAL ORGANIZATION shall be paid for work completed and costs incurred in good faith through the date of termination. In the event the NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION shall not assign this Contract, or any monies due hereunder, without the COUNTY'S prior written consent. The NON-GOVERNMENTAL ORGANIZATION is solely responsible for fulfilling all work elements in any contracts awarded by the NON-GOVERNMENTAL ORGANIZATION and payment of all monies due. No provision of this Contract shall create a contractual relationship between the COUNTY and any of the NON-GOVERNMENTAL ORGANIZATION's contractors or subcontractors.

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

a. Maintenance of Records. The NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION shall maintain all required records until the audit is completed and all questions are resolved. The NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION has spent funds for purposes other than as provided for

herein; (2) the NON-GOVERNMENTAL ORGANIZATION has failed to perform a continuing obligation of this Contract; (3) the NON-GOVERNMENTAL ORGANIZATION has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the NON-GOVERNMENTAL ORGANIZATION has been advanced or paid unobligated funds; and/or (5) the NON-GOVERNMENTAL ORGANIZATION has been paid funds in excess of the amount the NON-GOVERNMENTAL ORGANIZATION is entitled to receive under the Contract.

Section 22. Dispute Resolution.

The NON-GOVERNMENTAL ORGANIZATION 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 TRIAL BY JURY**.

Section 24. Permits.

The NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 funding. The NON-GOVERNMENTAL ORGANIZATION shall follow Red Tide Related Beach Cleaning Best Management Practices when applicable (Attachment F). The County will be the holder of the Special Activity License issued by Florida Fish and Wildlife Conservation Commission for the purpose of collection of marine organisms for government purpose pursuant to 68B-8, F.A.C. The NON-GOVERNMENTAL ORGANIZATION will adhere to the Special Activity License.

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 NON-GOVERNMENTAL ORGANIZATION is not a contractor of the COUNTY. The

COUNTY is providing funding as a cooperating governmental entity to assist the NON-GOVERNMENTAL ORGANIZATION in accomplishing the Project. The NON-GOVERNMENTAL ORGANIZATION is solely responsible for accomplishing the Project and directing the means and methods by which the Project is accomplished. The NON-GOVERNMENTAL ORGANIZATION is solely responsible for compliance with all labor, health care, and tax laws pertaining to the NON-GOVERNMENTAL ORGANIZATION, its officers, agents, and employees.

Section 26. Scrutinized Companies.

- a. The NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION or its subcontractors are found to have submitted a false certification; or if the NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION, its affiliates, or its subcontractors are found to have submitted a false certification; or if the NON-GOVERNMENTAL ORGANIZATION, 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 NON-GOVERNMENTAL ORGANIZATION 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. 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 28. Public Records.

Records of the NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION receives a public records request, the NON-GOVERNMENTAL ORGANIZATION 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 29. Royalties and Patents.

The NON-GOVERNMENTAL ORGANIZATION certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. The NON-GOVERNMENTAL ORGANIZATION 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 30. Employment Eligibility Verification (E-Verify).

The NON-GOVERNMENTAL ORGANIZATION:

- 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 NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION's enrollment in the program. This includes maintaining a copy of proof of the NON-GOVERNMENTAL ORGANIZATION'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.
- e. The NON-GOVERNMENTAL ORGANIZATION who registers with and participates in E-Verify may not be barred or penalized if, as a result of receiving inaccurate verification information from the E-Verify Program, the NON-GOVERNMENTAL ORGANIZATION hires or employs a person who is not eligible for employment.
- f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

Section 31. 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.

Section 32. Sovereign Immunity and Liability

The COUNTY'S indemnity and liability obligations under this Contract shall be limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the COUNTY'S sovereign immunity.

Section 33. Catastrophic Fish Kill Services

In case of a catastrophic fish kill along Brevard County's beaches due to Red Tide or other HAB; a massive fish kill in the St John's River; and/or a cold stunning event in the lagoon system, the county manager, or designee, may utilize the services of Keep Brevard Beautiful, Inc to perform work at the same rate outlined in this Contract Scope of Work.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

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 NON-GOVERNMENTAL ORGANIZATION 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, Florida

By: 

Rita Prichett, Chair

Brevard County Board of County Commissioners

As Approved by the Board on JUL 06 2021

Keep Brevard Beautiful, INC.

By: 

Name: Bryan Bobbitt

Title: Executive Director

Date: 7/23/21

Attest

By: 

Rachel Sadoff, Clerk

Reviewed for legal form and content for Brevard County


Alexander Essee, Assistant County Attorney

Fish Kill Cleanup Services
SCOPE OF SERVICES
Attachment A

Mission:

To assist the County in a coordinated emergency response to a fish kill event in the Brevard County Indian River Lagoon Estuary System, Atlantic Ocean Beachfront and/or St John's River.

Background:

Primary Threat (Red and Brown Tide or Blue Green HAB)

Algal blooms are naturally occurring aquatic phenomenon of a higher than normal concentration of single-celled microorganisms – protozoans or algae. Harmful algal blooms (HAB) such as red tide can produce toxic or harmful effects to people, fish, shellfish, marine mammals and reptiles, and birds. Not all blooms are HAB, but nontoxic blooms can be harmful to seagrasses and at the end of a bloom, low dissolved oxygen levels can cause fish mortality events. Climate change is increasing the temperatures of Florida water systems which may increase the frequency and intensity of future harmful algal blooms.¹

Secondary Threat (Cold Snap Event)

Small localized fish kills are common. Larger fish kills over many miles are less common, but can be caused by unusually excessive cold water temperatures. In the winter of 2010 and 2012, Brevard County saw daily minimum temperatures plunge to freezing or near-freezing levels during a cold snap of unusual strength and duration. Cold water fish kills occur throughout much of Florida's Panhandle.

Threat Areas:

Ocean and Beachfront

One particular red tide (*Karenia sp.*) produces brevetoxins which are odorless and tasteless compounds. These compounds are released when waves break and rupture the cells. This toxin can kill marine animals, leading to carcasses washing up on shore. The nutrients from decaying animals wash back into the ocean and feed red tide, possibly worsening the impact of the algal bloom.

Brown tide algal blooms are usually not toxic. However, they block out sunlight and decrease dissolved oxygen concentrations in the water at night and as bloom concentrations crash. Decreased dissolved oxygen levels cause fish to migrate out of the area, or die. This may result in large quantities of animal carcasses washing up on shore.

Indian River Lagoon

Red tide thrives in environments with high salinity. The Indian River Lagoon's brackish environment is not ideal for red tide blooms. However, red tide can accumulate in inlets, which

¹ U.S. Global Change Research Program, "Fourth National Climate Assessment" accessed November 29, 2018. <https://nca2018.globalchange.gov/chapter/9/>

may result in a localized fish kill. Brown tide algal blooms and other dense algal or bacterial

blooms prevent sunlight from reaching seagrass, especially in deeper areas of the lagoon, causing the seagrass to die. Seagrass is an important source of food and protection for various marine species, keeping them hidden from predators. Seagrass is also a major food source for many invertebrates, fish, and manatees. Blooms and decomposing seagrass decrease dissolved oxygen concentrations in the water during respiration at night and as bloom concentrations crash. Decreased dissolved oxygen levels cause fish to migrate out of the area or die.

St John's River

Generally speaking, red tide and brown tide require a salinity around 25-40 practical salinity units to live and survive. Although it is unlikely that red and brown tide will occur in a river, freshwater blue-green algae can create harmful blooms, release toxins, cause a decrease in dissolved oxygen levels, and make the water uninhabitable for marine life.

Goals:

Goal 1: Protection of human health, lagoon water quality, and/or ocean shorelines

Goal 2: Provide safe clearance and disposal of decomposing fish species, potentially on shore and/or surface waters

Goal 3: Provide relevant field data to aid in quantifying impacts of the algal bloom or cold stunning event

A. K.B.B. shall coordinate cleanup efforts and recruit volunteers, commercial fisherman, and other agencies throughout Brevard County to assist with cleanup efforts. K.B.B. will:

- (1) Identify groups, individuals, volunteers that will be able to help search and harvest fish carcasses,
- (2) Coordinate transportation of dead fish to dumpster sites as appropriate and timely,
- (3) Identify and purchase appropriate P.P.E. (personal protection equipment) necessary for specific daily operations,
- (4) Distribute supplies where needed,
- (5) Assist with distribution of licenses to participants in the clean-up, as required,
- (6) Coordinate weekend and holiday coverage, if appropriate,
- (7) Keep good records of total wet weights of fish carcasses to compare to dumpster weights at the landfill and report these numbers to the COUNTY daily,
- (8) Create instructional signage labeled "DEAD FISH ONLY" to display on dumpsters at disposal locations,

(9) Use and pay local commercial fisherman the rate specified below in paragraph D for services, following payment from the COUNTY,

(10) Coordinate dumpster pick up frequency with Waste Management and the landfill, capturing dumpster weights reported by the landfill, and reporting issues,

(11) Mobilize within 24 hours of the authorization call from COUNTY,

(12) If it is sea turtle nesting season (March 1- Oct 13), a permit will be obtained with the appropriate Marine Turtle Permit Holder for beach areas needing to be cleaned,

(13) Provide reports (daily and final) to the COUNTY to include the weight of fish carcasses harvested, the types of fish involved, and any issues encountered, and

(14) Ensure removal of dumpsters and debris from collection points at the end of the fish kill cleanup.

B. The COUNTY shall:

(1) Be the special licenses holder through F.W.C. for personnel assisting with harvesting of dead fish unless regulations are waived by F.W.C.,

(2) Determine dumpster placement and coordinate with Solid Waste,

(3) Determine site location and degree of effort of harvesting based on aerial support for imaging and off-shore situational awareness,

(4) Determine stand down days and demobilization depending on safety concerns, weather effecting the movement of dead carcasses, etc. and

(5) Receive a declaration of state of emergency via executive order from the office of the Governor, if necessary.

C. The COUNTY shall:

(1) Pay to K.B.B. the contract amount of \$30.00 per hour rate (12-hour days) per paid KBB staff member involved in a cleanup effort (estimated 20 KBB staff members). This rate includes staff labor, standard equipment, tools, and operating supplies such as:

(i) Vehicles,

(ii) Tools: Rakes/Scoops/Grabbers/Buckets/Nets,

(iii) Weight scales for river fish kills,

(iv) Trash bags,

(v) Personal protection equipment: gloves/respirators/masks/shirts/towels,

(vi) Cleaning supplies and hand sanitizer

(vii) Any and all other supplies and equipment as needed to perform the contracted task.

(2) Maximum Daily Rate not to exceed \$7,500 based on a 12-hour day.

D. The COUNTY shall reimburse K.B.B. as follows:

(1) Actual costs to contract fisherman (listed in the special activity license) at current bait fish market rate (approximately 35 cents per pound) of wet fish,

(2) Actual costs per day for contract fisherman equipment and fuel expenses, as determined by COUNTY, and

(3) Actual costs per day for dumpster tipping fees, as determined by the COUNTY.

SAVE OUR INDIAN RIVER LAGOON
FISH KILL CLEAN UP Daily Progress Report Form

ATTACHMENT B

Provide an update in the format below for the work identified in the Work Plan to cover activities planned per day. Add rows for multiple event sites per Lat/Long.
Please return via e-mail to NRMD Grant Manager Terry Williamson (terry.williamson@brevardfl.gov) Environmental Section Supervisor.
This report should be submitted daily by 9:00 a.m. prior to the day's activities, if possible. Do not convert to PDF.

Agreement No.	Reporting Date	Grantee Name/County	Grantee's Grant Manager	Cumulative Amount Recovered To Date (pounds)	Lagoon Section	Location	
						Latitude	Longitude

Planned activity for this reporting date:

Attachment C

Detail Sheet

Invoice for Reimbursement

Recipient's Name: _____
Recipient's Email: _____
Project Name: _____
Agreement Number: _____
Payment Request NO.: _____
Date of Request: _____
Current Reimbursement Amount Requested: _____

	Date	Description/Services	Hourly Rate	Amount
		Labor		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
			Subtotal	
		Direct Expenses		
		Supplies		
		Fuel		
		Dumpsters		
		Misc.		
			Subtotal	
			Total	

Red Tide Related Beach Cleaning Best Management Practices

1. During marine turtle nesting season (March 1 to October 31), red tide related beach cleaning activities should be coordinated with the Marine Turtle Permit Holder (MTPH) for the area being cleaned. Please contact the FWC's Imperiled Species Management Section at (561) 575-5407 or (850) 922-4330 for the specific MTPH in your location. After hours and on weekends please email MTP@myfwc.com for MTPH information.
2. All beach cleaning activity shall be confined to daylight hours.
3. During the marine turtle nesting season, beach cleaning of red tide debris should only be conducted seaward of the average high tide line or debris line.
4. All equipment should access the beach at existing beach access locations and equipment should transit the beach seaward of the average high tide or debris line.
5. All beach cleaning equipment operators should avoid all marked marine turtle nests during debris removal.
6. Staging areas for beach cleaning related equipment or materials should be located off the beach.
7. In the event a sea turtle nest is inadvertently excavated during debris removal activities, the FWC should be contacted at 1-888-404-3922.
8. If a sick, injured, or dead sea turtle or marine mammal is found during debris removal activities please leave in place and report it to 1-888-404-3922.
9. If the entity conducting the red tide related beach cleaning activities has a valid Beach Cleaning Permit from the Department of Environmental Protection, the entity should abide by the conditions of that permit.

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Keep Brevard Beautiful		2. Amount: \$100,000
3. Fund/Account #: 1260/271210	4. Department Name: Natural Resources Management Dept	
5. Contract Description: Catastrophic Fish Kill Clean Up Services		
6. Contract Monitor: Terry Williamson	8. Contract Type: SERVICES	
7. Dept/Office Director: Virginia Barker		
9. Type of Procurement: Request for Qualifications (RFQ)		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐
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Purchasing

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Risk Management

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County Attorney

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Lairsey, Matt

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Esseesse, Alexander

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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"/>

CONTRACT REVIEW AND APPROVAL FORM

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SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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☐

Purchasing

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Risk Management

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☐

County Attorney

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SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐
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Darling, Steven Digitally signed by Darling, Steven
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Purchasing

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Lairsey, Matt Digitally signed by Lairsey, Matt
Date: 2021.06.16 14:16:24 -04'00'

Risk Management

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County Attorney

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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"/>
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"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>