



## Natural Resources Management Department

2725 Judge Fran Jamieson Way  
Building A, Room 219  
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

## Inter-Office Memo

**TO:** Stockton Whitten, County Manager

**THROUGH:** Mel Scott, AICP, Assistant County Manager  
Ernest Brown, Director, Natural Resources Management Department (NRM)

**FROM:** Matt C. Culver  
Boating & Waterways Program Coordinator, NRM

**DATE:** January 23, 2015

**SUBJECT:** Interlocal Agreement with Cocoa Beach for Muck Dredging Services  
Cocoa Beach Muck Removal Project (Spoil Site C)

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As set forth in the attached Clerk's Memo, dated July 23, 2014, The Board of County Commissioners authorized the County Manager or designee to execute task orders, contracts, agreements, and change orders as required and in excess of \$100,000, to accomplish the work approved under the State contract; and authorized any necessary budget change requests between Brevard County and the State of Florida, with the County Attorney and Risk Management approval. The attached agreement provides for delineation in responsibilities between Brevard County and the City of Cocoa Beach for the Cocoa Beach Muck Dredging Project.

Five muck dredging project locations have been selected by Brevard as part of the County managed restoration initiative funded by the State Legislature in 2014. The attached agreement will authorize County muck removal activities at Cocoa Beach Muck Removal Project (Spoil Site C). The city initiated engineering, design and permitting work for muck removal within their canal system prior to the County receiving muck removal funds from the State Legislature in 2014. This project partnership will move forward with Cocoa Beach continuing with site engineering, bid document preparation, and project supervision and the County providing funding for muck dredging activities. The project site has an estimated 87,000 cubic yards of muck to be removed. This project meets the criteria set for muck removal in our current state contract.

The attached agreements have been reviewed and approved by the County Attorney and Risk Management. We respectfully request your signature on the four enclosed original documents.

Once signed, please call Marie Winkler at X52414 and she will pick up the documents.

Should you have any questions or concerns, please contact Matt Culver (X56258) or Ernie Brown (X52439).

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I**

The following information must be completed on all new contracts submitted to the Board.

<b>1. Contractor:</b> City of Cocoa Beach & Brevard County	
<b>2. Fund/Account #:</b> 0004/215501	<b>Division Name:</b> Natural Resources Mgmt
<b>4. Contract Description:</b> Interlocal Agreement	
<b>5. Contract Monitor:</b> Matt C. Culver	<b>6. Mail Stop #:</b> 81
<b>7. Dept./Office Director:</b> Ernest Brown	<b>8. Contract Type:</b> Agreement
<b>ACTION DATE:</b> 12/18/14-14	<b>ACTION REQUIREMENT:</b> review/approve

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	_____ MCC _____	_____ 12-18-14 _____
Risk Management	_____ ✓ _____	_____	_____ JLS _____	_____ 12/23/2014 _____
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*

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BOARD OF COUNTY COMMISSIONERS**

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Risk Management	_____	_____	_____	_____
County Attorney	<del>_____</del>	_____	_____  _____	_____ 12/19/14 _____

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## **INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and CITY OF COCOA BEACH, a Florida Municipal Corporation, hereinafter referred to as "CITY".

### **WITNESSETH:**

**WHEREAS**, for the benefit of cleaning years of accumulated sediments and pollutants from our shared waterways, the COUNTY and CITY have agreed to participate in the North Cocoa Beach Muck Dredging Project (Spoil Site C) as depicted in Exhibit A, attached and incorporated herein; and

**WHEREAS**, the COUNTY has embarked on an aggressive restoration strategy to reduce excess nutrient inputs into the Indian River Lagoon (IRL), remove the legacy load of muck, restore the filtration system (oysters, clams and wetlands) and ensure that sound research is the basis of the effort. To this end, the removal of the legacy load (muck) is critical to overall success; and

**WHEREAS**, the CITY has initiated engineering services for the purposes of permitting the removal of accumulated muck sediments within the CITY's waterway system along the Banana River Aquatic Preserve system; and

**WHEREAS**, \$10,000,000 in funding was specifically appropriated by the Florida State Legislature for muck removal and research within the IRL in Brevard County and the COUNTY has allocated funding not to exceed \$2,000,000 of that State appropriation for the North Cocoa Beach Muck Dredging Project (Spoil Site C); and

**WHEREAS**, all COUNTY allocated funding must meet the requirements of State of Florida and DEP Grant Agreement No. S0714, attached as Exhibit B and incorporated herein, and the approval of the Brevard County Board of County Commissioners; and

**WHEREAS**, the CITY has budgeted \$36,000 towards continued engineering and construction management services for the Project from its general fund budget; and

**NOW, THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **Term.** The term of this Interlocal Agreement shall be for a period of two (2) years commencing on the date of the execution of this Interlocal Agreement by both parties. The Interlocal Agreement may be automatically extended by the CITY for one (1) year upon written request to the Brevard County Natural Resources Management Department Director, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

2. **Duties of the City:** The CITY shall:

- a. Obtain services of an engineering firm for permitting and provide professional services for project construction and administer the contract and payment for services.
- b. Develop the front end construction bid document; bid and award the project.
- c. Provide project oversight and take lead in contracting.
- d. Administer the awarded construction bid contract and approve contractor invoices for payment.
- e. Provide project oversight and joint responsibility in project management.

3. **Duties of the County:** The COUNTY shall:

- a. Make payments to contractor for construction services based on CITY approved invoices.

- b. Provide administrative oversight as related to all grant requirements established by the State of Florida funding agreement.
  - c. Provide project oversight and joint responsibility in project management.
4. **Public Accessibility.** All facilities and/or improvements shall be accessible to the public on a non-exclusive basis without regard to age, sex, race, religion, ability level, or basis of residence.
5. **Compliance with Statutes.** The CITY shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to premises, recreational facility and any improvements, structures, or facilities placed, installed, or constructed thereon, including, but not limited to, all rules and regulations relating to the state and federal project permit documents.
6. **Indemnification and Insurance.** Each party agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the CITY or COUNTY, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as waiver by either party of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract.
7. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Interlocal Agreement each party shall bear its own attorney's fees and costs.
8. **Acknowledgement.** In the event the CITY erects a temporary or permanent construction sign acknowledging funding sources for the project, the sign should also indicate the improvements were partially funded by the State of Florida through the Brevard County Board of County Commissioners.
9. **Audit of Books.** The COUNTY and its auditors shall be entitled to audit the books and records of the CITY to the extent that such books and records relate to the performance of this Interlocal Agreement. The CITY shall maintain such records and accounts, including property, personnel, and financial records to insure proper accounting for all funds expended under this Interlocal Agreement.

Said records shall be made available, upon request, for audit purposes to the COUNTY and its auditors. The CITY shall maintain such books and records for a period of five (5) years from the date of termination of this Interlocal Agreement unless a shorter period is otherwise authorized in writing.

10. **Governing Law.** This Interlocal Agreement shall be deemed to have been executed and entered into within the State of Florida and this Interlocal Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.


11. **Modification.** No modification of this Interlocal Agreement shall be binding on the COUNTY or the CITY unless reduced to writing and signed by a duly authorized representative of the COUNTY and the CITY.

12. **Venue.** Venue for any legal action brought by any party to this Interlocal Agreement to interpret, construe or enforce this Interlocal Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

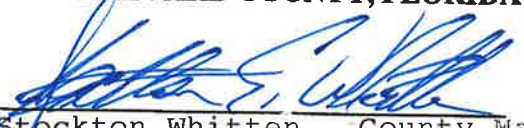
13. **Notice.** Notice under this agreement shall be given by certified mail or hand delivery as follows: Brevard County Natural Resources Management Department Director, 2725 Judge Fran Jamieson Way-A219, Viera, FL 32940 and City of Cocoa Beach, City Manager, 2 South Orlando Ave., Cocoa Beach, FL 32931.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above-written.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk


**BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA**

By:   
\_\_\_\_\_  
Stockton Whitten, County Manager


Reviewed for legal form and content:

  
\_\_\_\_\_  
Assistant County Attorney

ATTEST:

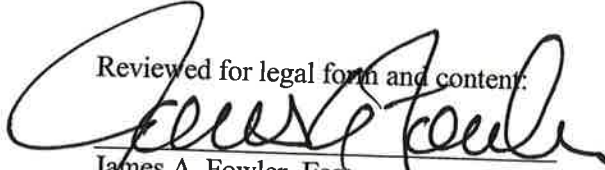
  
\_\_\_\_\_  
Loredana Kalaghchy CMC, City Clerk

**THE CITY OF COCOA BEACH**

By:   
\_\_\_\_\_  
David Netterstrom, Mayor

As approved by the City Commission on 01-15-15.

Reviewed for legal form and content:

  
\_\_\_\_\_  
James A. Fowler, Esq.  
City Attorney