



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

5/9/2023

Subject:

Approval of the recently awarded Stan Mayfield Working Waterfront Grant for the acquisition and expansion of the Blue Crab Cove Working Waterfront site

Fiscal Impact:

FY 22-23: \$1.402 Million in Land Acquisition Grant Revenue, No Match Required

Dept/Office:

Natural Resources Management Department

Requested Action:

Staff requests the Board approve the Stan Mayfield Working Waterfront Grant for the acquisition and expansion of Blue Crab Cove Working Waterfront site and authorize the Chair to execute the attached Florida Communities Trust (FCT) Grant Contract and accept the FCT statutorily imposed confidentiality provisions for the recently awarded FCT Stan Mayfield Working Waterfront Grant.

Summary Explanation and Background:

The Blue Crab Cove working waterfront project site is the last remaining riverfront commercial fishery operation in Brevard County. Located on the Indian River, this historic waterfront site is the last remnant of what was a thriving riverfront commercial fishing industry. Historically, this area has been used for a variety of waterfront industries, including marina facilities with boat haul-out and repair, commercial fishing access and equipment maintenance with net making and repair, a historical barge entry point used for commercial and industrial access across the waterway and an active bait house and wholesale/retail crab and seafood operation.

Subject to appraisals and satisfactory negotiation, this grant will preserve and expand the last remaining commercial working fisheries waterfront in Brevard County. Funding for this acquisition is through the State's Florida Communities Trust Program and is expected to cover 100% of the acquisition cost. If a purchase agreement is successfully negotiated, the appraisals and the contract will return to the Board for ratification. This grant application and funding is endorsed by Senator Debbie Mayfield and was approved by the Governor's Cabinet on March 13, 2023.

Blue Crab Cove Phase II serves as an expansion of the Phase I Working Waterfront property acquired by Brevard County in July 2010. This unique opportunity will not only expand the use of the property for commercial fisheries, it will create an on-site Maritime Education Center/Maritime Museum and an Aquaculture/Nursery support facility. To manage the Marine Education Center and lead the aquaculture/nursery operations, Brevard County will partner with the East Coast Zoological Society d/b/a Brevard Zoo (Zoo).

By providing a 25+ year lease to the Zoo to house its Restore our Shores (ROS) conservation program within the Marine Education Center, Brevard County will leverage significant investment by the Zoo in site improvements and operations and in Indian River Lagoon restoration. Once site acquisition is secured, a lease agreement will be brought to the Board for approval. The lease will commit the Zoo to providing the building upgrades for the Marine Education Center.

ROS is committed to Indian River Lagoon preservation and restoration using native oysters, clams, sea grass, marsh grasses and mangroves. With more than 12 years of successful restoration and more than 70,000 community volunteers the ROS program is a staple in the community. ROS is a regional partner for sea grass cultivation and restoration, which is key to the survival of commercial fish and shellfish in the lagoon.

The Working Waterfront site will continue to be supported financially through income generated by the commercial leases at the Phase I site and through recently installed marine fuel sales along the site's waterfront. The Natural Resources Management Department staff will continue to manage the Working Waterfront as they have since the Phase I site acquisition in 2010.

As part of the approval process for the grant contract, FCT has provided the County with an overview of their acquisition process and their statutory obligations. FCT is required by Section 380.507(11), F.S. to use specific appraisal and confidentiality provisions. Any person who reviews the appraisals while the confidentiality provisions are in force will be required to sign the attached confidentiality agreement (Attachment A). The County's Land Acquisition Review Committee members will be required to sign the confidentiality agreement. Consequently, all appraisals, offers and counteroffers will not be available for public disclosure or inspection until:

1. An option contract is executed; or
2. If there is no option contract, thirty (30) days before a contract or agreement for purchase is considered for approval by the Board of County Commissioners; or
3. Thirty (30) days after termination of negotiations.

Staff requests that the Board, subject to the provision therein and identified above, authorize the Chair to execute the contract and agree to the provisions of the confidentiality agreement. If a purchase agreement is successfully negotiated, the appraisals and the contract will return to the Board for ratification.

The FCT Grant Contract has been reviewed and approved by the Brevard County Attorney's Office, Purchasing Services and Risk Management.

Clerk to the Board Instructions:

One fully executed original of the included grant agreement is required. The confidentiality agreement will be executed at a later date. Please email matt.culver@brevardfl.gov for pickup.



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

May 10, 2023

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Approval of the Recently Awarded Stan Mayfield Working Waterfront Grant for the Acquisition and Expansion of the Blue Crab Cove Working Waterfront Site

The Board of County Commissioners, in regular session on May 9, 2023, approved and executed the Florida Communities Trust (FCT) Grant Contract for acquisition and expansion of Blue Crab Cove Working Waterfront Site; and accepted the FCT statutorily imposed confidentiality provisions for the recently awarded FCT Stan Mayfield Working Waterfront Grant. Enclosed is the executed Grant Agreement.

Upon execution by all parties, please return a 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

/sm

Encl. (1)

cc: Contracts Administration
Finance
Budget

DEP CONTRACT NUMBER: SM006
FCT PROJECT NUMBER: 22-001-WW23
PROJECT NAME: BLUE CRAB COVE, PHASE II
CSFA # 37.079

STAN MAYFIELD WORKING WATERFRONTS
GRANT CONTRACT

THIS GRANT CONTRACT ("Contract") is entered into between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Environmental Protection ("Department"), and BREVARD COUNTY, a Florida local government ("Recipient").

THIS CONTRACT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Contract is to impose terms and conditions on the use of certain Florida Forever Funds, hereinafter described, and the land and improvements Recipient intends to acquire with such funds (the "Project Site");

WHEREAS, these terms and conditions are necessary to ensure compliance with applicable Florida law, including provisions of Section 259.105 (the "Florida Forever Act"), Section 259.1051 (the "Florida Forever Trust Fund"), and Chapter 380, Part III (the "Florida Communities Trust Act"), Florida Statutes ("F.S.");

WHEREAS, the Florida Communities Trust Act created the FCT as a non-regulatory agency within the Department to assist local governments in (a) complying and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal elements of their local comprehensive plans, or (b) conserving natural resources and resolving land use conflicts;

WHEREAS, Section 380.5105, F.S. established the Stan Mayfield Working Waterfronts Program to restore and preserve working waterfronts and added administration of such projects to the duties of the FCT;

WHEREAS, FCT is authorized to provide financial and technical assistance to local governments, state agencies, and nonprofit environmental organizations to carry out projects and activities, and to develop programs authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either (a) Section 259.105(3)(j), F.S., which provides for the distribution of two and five-tenths percent of the net Florida Forever bond proceeds to the Department, or (b) any other revenue source designated by the Florida Legislature, for the acquisition of land and capital project expenditures necessary to implement the Stan Mayfield Working Waterfronts Program within the FCT as set forth in Section 380.5105, F.S.;

WHEREAS, Chapter 62-820 of the Florida Administrative Code ("F.A.C.") sets forth the procedures that must be followed for grant applications for Florida Forever Funds awarded by the

FCT, for the acquisition of interests in land for the restoration and preservation of Working Waterfronts pursuant to Section 380.5105, F.S.;

WHEREAS, in accordance with Chapter 62-820, F.A.C., on March 7, 2023, the FCT Governing Board evaluated and scored the applications to develop a ranking list of projects to present to the Board of Trustees of Internal Improvement Trust Fund of the State of Florida ("Board of Trustees");

WHEREAS, on March 13, 2023, the Board of Trustees selected and approved the projects to receive FCT funding, including Recipient's Project, described in Recipient's Stan Mayfield Working Waterfronts Grant Application ("Application") as Blue Crab Cove, Phase II (the "Project");

WHEREAS, by executing this Contract the Recipient reaffirms the representations made in its Application;

WHEREAS, Chapter 62-820, F.A.C., authorizes FCT to impose conditions for Project funding, including the requirement under Rule 62-820.003(5), F.A.C., that business activities performed on the Project Site must derive their primary source of income from services supporting the commercial harvesting of wild or aquacultured marine organisms; and

WHEREAS, Chapter 62-821, F.A.C., sets forth the procedures that must be followed for land acquisitions under the Stan Mayfield Working Waterfronts Program using Florida Forever Funds awarded by FCT;

WHEREAS, the entire Project Site has not yet been negotiated for acquisition, some elements of the Project are not yet known such as the purchase price, total Project Costs, and the terms upon which the owner(s) will voluntarily sell the Project Site; and

WHEREAS, this Contract contains conditions that must be satisfied by the Recipient prior to FCT's disbursement of any Florida Forever Funds awarded for Project acquisition, as well as the restrictions that must be imposed on the Project Site concurrent with its acquisition.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF CONTRACT

1. The acquisition phase of this Contract will commence upon execution of this Contract and will continue for a term of one (1) year ("Funding Expiration Date"). Failure of Recipient to fulfill the terms of this contract within this established time frame will result in FCT's termination of Project funding and funds committed to this Project will then be committed to other approved applications, unless Recipient requests an extension of time pursuant paragraph 2. below.

2. Recipient must request an extension, in writing, of the Funding Expiration Date in conformity with the requirements of Rule 62-820.008(3), F.A.C. The Trust will extend funding beyond the established time frame if the applicant has made significant progress toward the acquisition of the Project Site or if extenuating circumstances beyond the control of the Recipient

warrant an extension of time. The Recipient's request for extension must include an explanation of the goals currently accomplished to complete the Project and the timeframe needed to complete outstanding goals. The Recipient may also include an explanation of circumstances beyond their control that have prevented acquisition of the Project Site. The initial term of the Contract and extensions will not exceed a total of twenty-four months unless the FCT extends the Funding Expiration Date when the Recipient is making significant progress toward closing the Project or if extenuating circumstances warrant an extension of time.

3. If FCT does not grant an extension request, the Recipient's award will be rescinded as of close of business on the Funding Expiration Date and this Contract will terminate.

4. The FCT may also terminate this Contract prior to the Funding Expiration Date: (a) in accordance with the provisions of Article XIV of this Contract; (b) in the event of the withdrawal or rescission of the Award pursuant to the terms set forth herein; (c) if FCT determines that the Recipient is not making significant progress toward the acquisition of the Project Site, or (d) other circumstances are present that would, in all likelihood, preclude or prevent the successful acquisition of the Project Site prior to the Funding Expiration Date, pursuant to Rule 62-820.008(4), F.A.C.

II. MODIFICATION OF CONTRACT

Either party may request modifications of the provisions of this Contract at any time. This Contract cannot be modified by oral representations or agreements. Amendments that are mutually agreed upon by the parties will be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments will be incorporated into this Contract.

III. DEADLINES

1. This Contract must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399, within 45 days of receipt by the Recipient unless the Recipient asks for, and receives, an extension of time. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Contracts, FCT will execute the Contracts, retain one original copy and return all other executed copies to the Recipient.

2. The Recipient and its representatives must know and adhere to all project deadlines and devise a method of monitoring the Project. FCT will strictly enforce the deadlines stated in this Contract and any deadlines associated with any FCT activity relating to the Project. Recipient's failure to adhere to or timely monitor the Project deadlines may result in FCT's allocation of time and resources to other grant recipients. If Recipient fails to comply with Project deadlines FCT may terminate the Contract.

3. The Recipient will submit the documentation required by this Contract to FCT as soon as possible so the FCT can reimburse the Project Costs in an expeditious manner.

4. In conjunction with the execution and delivery of this Contract, the Recipient will execute and deliver to FCT the Confidentiality Agreement provided to the Recipient, pursuant to Rule 62-821.005(3), F.A.C. Neither the Recipient nor the FCT will commence acquisition activities prior to FCT receiving the executed Confidentiality Agreement.

5. The Recipient will develop the Project Site in accordance with the Grant Award conditions and open the developed Project Site to the public within 3 years after the date of final disbursement of the FCT Award.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award to the Recipient (the "Award") will in no event exceed the lesser of **One Hundred percent (100%)** of the final Project Costs, and as more fully defined in Rule 62-820.002(17), F.A.C., or **One Million Four Hundred and Two Thousand Dollars and Zero Cents (\$1,402,000.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. below. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs, as well as the Limitation of Award provided in Rule 62-820.003(6), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will reimburse only those Project Costs consistent with the definition in Rule 62-820.002(17), F.A.C. FCT will participate in the land cost at either the actual purchase price or the maximum amount, whichever is less, both subject to Rule 62-821.004, F.A.C. Additionally, pursuant to Rule 62-821.004, F.A.C., FCT will further adjust the dollar value of the FCT Award after determination of the maximum amount that may be paid for the Project based upon the Approved Appraisals. By addendum to this Contract, FCT may increase or decrease the Award based on the availability of FCT funds. Upon such adjustment, the term "Award" will mean the Award as adjusted.

3. Recipient must pay the purchase price for the Project real property to the extent it exceeds the maximum amount. Recipient will provide the FCT Grant Manager true copies of invoices, charges, and expenses constituting Project Costs to establish Recipient's contribution of its Match Percentage Share, and any other requested documents, for inclusion in the Contract file. Recipient will submit all such documents requested, along with proof of payment, in sufficient detail for a proper audit.

4. If the Project Site is comprised of multiple parcels, the Recipient will deliver at the closing of each parcel, the purchase price for each such parcel to the extent it exceeds the parcel's maximum amount. In addition, if the Project Site is comprised of multiple parcels and multiple owners, then FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site cannot be acquired.

5. With respect to the remaining Project Costs, the FCT Award is based on the Recipient's estimate of final Project Costs contained in its grant commitment letter included with the Application package postmarked September 1, 2022. When disbursing the remainder of the FCT Award, if any, FCT will recognize only those Project Costs consistent with the definition in Rule 62-

820.002(17), F.A.C. FCT will not participate in ineligible costs or Project Costs that exceed the Award amount.

6. By executing this Contract, the Recipient affirms that it is ready, willing, and able to provide a Match, as applicable and if any is required. If a Match is required, it must be delivered in an approved form as provided in Rule 62-820.002(15), F.A.C. If the value of land is the source of the Match as defined in Rule 62-820.002(15), F.A.C., the provided Match will be valued based on one or more appraisals of the land. If the Project Site is comprised of multiple parcels, the Recipient must deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs will be recognized as part of the Match on the grant reconciliation statement.

7. The FCT Award will include approved pre-paid Project Costs paid by FCT to vendors outside of closing and the final disbursement of the FCT Award to the escrow agent at closing will be reduced by any such FCT pre-paid Project Costs on the closing settlement statement. In the event this contract terminates, the Recipient will not be liable for reimbursement of pre-paid Project Costs to FCT if the termination is through no fault of the Recipient.

8. The FCT Award for approved Project Costs will be delivered in either or both of the following forms:

a. Approved Project Costs pre-paid by FCT to vendors outside of closing and recognized as part of the FCT award on the grant reconciliation statement and closing settlement statement.

b. A State of Florida warrant or electronic funds transfer at the closing of the Project Site for the balance of the FCT Award, subject to the limitations contained in Article IV, to be paid directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to FCT, provided the State of Florida Chief Financial Officer determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT will deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being acquired and closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, as applicable and if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs will be recognized as part of the FCT Award on the grant reconciliation statement and closing settlement statement.

9. The FCT Governing Board ranked and the Board of Trustees selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced, or the Project design is changed, so that the objectives of the acquisition cannot be achieved. FCT will consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 62-820.009, F.A.C.

10. FCT's performance and obligation to financially pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

11. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other grant programs or agencies. Recipients must separately account for funds from each grant or agency. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Recipient's, or subrecipient's, accounting system cannot comply with this requirement, the Recipient, or subrecipient, will establish a system to provide adequate fund accountability for each project it has been awarded.

a. If FCT finds that these funds have been commingled, FCT will have the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Contract for non-compliance with the material terms of this Contract. The Recipient, upon such written notification from FCT must refund, and will forthwith pay to FCT, the amount of money demanded. Interest on any refund will be calculated based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

b. If the Recipient recovers costs incurred under this Contract and reimbursed by FCT from another source(s), the Recipient will reimburse FCT for all recovered funds. FCT will calculate interest on any refund based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the payment(s) are recovered by the Recipient to the date the Recipient repays FCT.

V. NOTICE AND CONTACT

1. All notices and written communication between the parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices will be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399
floridacommunitiestrust@floridadep.gov
850-245-2501

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-820 and 62-821, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating Project activities for the duration of the Project:

Name: Matt Culver
Organization: Brevard County
Title: Boating & Waterways Program Coordinator
Address: 2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940
Delivery Address: 2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940
Telephone: 321-372-5196
E-mail: Matt.Culver@brevardfl.gov

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph, as Recipient's agent, to execute all documents in connection with this Project on behalf of the Recipient, including, but not limited to, this Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents and statements submitted, and Declaration of Restrictive Covenants.

Name: Matt Culver
Organization: Brevard County
Title: Boating & Waterways Program Coordinator
Address: 2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940
Delivery Address: 2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940
Telephone: 321-372-5196
E-mail: Matt.Culver@brevardfl.gov

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Contract, notice of the changes will be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph 1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000523**.

VI. NEGOTIATION OF PROJECT SITE PURCHASE AGREEMENT

1. Pursuant to Rules 62-820.003(8) and 62-821.003(5), F.A.C., this Project must be a Joint Acquisition Project and the Trust will be responsible for all Acquisition activities, including negotiations.

2. Acquisition of the Project Site will be governed by a negotiated Purchase Agreement, signed by the Owner/Seller, the Recipient, and FCT. The negotiation of offers and counteroffers for the acquisition of the Project Site will be conducted in accordance with Rules 62-821.006 and 62-

821.007, F.A.C. Pursuant to Section 380.510(3), F.S., and Rule 62-821.007, F.A.C., the final Purchase Agreement must be in form and content satisfactory to the Trust.

3. Fee-simple interest in the Project Site will be titled in the Recipient's name. The deed vesting interest of the Project Site to the Recipient must set forth the executory interest of the Board of Trustees through a reverter clause, and also include any covenants or other restrictions sufficient to protect the interest of the people of Florida as contemplated in Section 380.510(3), F.S.

4. As a condition of FCT's approval of the Purchase Agreement, the Recipient must submit to FCT:

a. The documents required under Article III above, including this Contract, Recipient's written confirmation and identification of its Project funding sources, a statement from each Project Site owner evidencing the voluntary negotiation of a sale of the Project Site, and the Confidentiality Agreement.

b. Disclosures of beneficial interest required by Section 286.23, F.S., signed by each Project Site owner.

VII. PROJECT SITE ACQUISITION REQUIREMENTS

1. Recipient must comply with the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S. and Chapter 62-821, F.A.C.

2. Without limiting the scope of the preceding paragraph 1. of Article VI, prior to the consummation of the closing(s) on the acquisition of the Project Site and final disbursement of the FCT Award:

a. FCT must have approved the Purchase Agreement and all conditions to the closing(s) must have been satisfied.

b. The closing documents related to Project Site acquisition must be of form and content satisfactory to FCT, including but not limited to:

i. The deed conveying the interest in the Project Site to Recipient.

ii. The Declaration of Restrictive Covenants as defined in Rule 62-820.002(7), F.A.C. ("Declaration of Restrictive Covenants") that requires the Project Site to be operated in perpetuity in accordance with statutory and administrative/regulatory requirements or title to all interest in the Project Site must be conveyed or revert to the Board of Trustees pursuant to Section 380.510(3)(d), F.S.

iii. If applicable, Working Waterfronts Covenants as defined in Rule 62-820.002(26), F.A.C., that will be recorded in the official records and set forth

the obligations, rights, and responsibilities of each party, the actions that are prohibited on the property, and any enforcement provisions.

c. Recipient must submit for FCT approval in writing, a Management Plan explaining how the Project Site will be managed to further the purposes of the Project and meet the terms and conditions of this Contract, as required by Rule 62-820.010, F.A.C. Recipient must make any revisions necessary prior to the required FCT approval. The required content of the Management Plan is further detailed in Article VIII below.

3. FCT must approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), F.S. Such approval is deemed given when FCT approves and executes the Purchase Agreement for acquisition of the Project Site, further described herein.

4. **All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-820.002(24), F.A.C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

5. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and contain sufficient detail for a proper preaudit and postaudit.

VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT; ANNUAL REVENUE REPORT

1. Prior to final disbursement of the FCT Award, the Recipient will submit to and have approved by FCT, a Management Plan that complies with Rule 62-820.010, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the Project and meet the terms and conditions of this Contract. The Management Plan will further include an overview of the working waterfronts business to be conducted on the site. Upon FCT's approval, the Management Plan will govern Recipient's use, operation, and management of the Project Site and constitutes an essential term or condition of the Award. In the event Recipient desires to revise or modify the approved Management Plan, the Recipient must provide a written request, with all appropriate supporting materials, to the FCT and obtain FCT's prior written consent to any such modification.

3. Recipient's failure to implement the Management Plan, including the Project elements and time period(s) under which Project activities will be accomplished, constitutes a violation of an essential term or condition of the Award, and in such event, Section 380.510(3)(d), F.S., requires that title to all interest in the Project Site must be conveyed or revert to the Board of Trustees.

4. The Management Plan should include the following types of information, as applicable:

- a. An introduction containing the Project name, address/location, and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.
- c. A detailed description of all proposed uses, including existing and proposed physical improvements and the impact on natural resources.
- d. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements.
- e. A description of proposed educational displays and programs to be offered, if applicable.
- f. A schedule for implementing the development and management activities of the Management Plan.
- g. Cost estimates and funding sources to implement the Management Plan.

5. If the Recipient is not the proposed managing entity, the Management Plan must include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the Project Site, how the Project Site will be managed to further the purposes of the Project, and identifying the source of funding for management. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

6. To ensure that future management funds will be available for the management of the Project Site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient is required to provide FCT with Reasonable Assurance, as defined in F.A.C. Rule 62-820.002(19), that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner.

a. Where the Recipient is a Nonprofit Working Waterfront Organization as defined in Rule 62-820.002(16), F.A.C. ("Nonprofit Working Waterfront Organization"), Recipient must provide a guaranty or pledge by a Local Government (as defined in Rule 62-820.002(13), F.A.C.), the Water Management District in which the Project is located, or a managing agency of the Board of Trustees, to act as a backup manager to assume responsibility for management of the Project Site in the event the Nonprofit Working Waterfront Organization is unable to continue to manage the Project Site.

b. Pursuant to Rule 62-820.003(4), F.A.C., the Nonprofit Working Waterfront Organization must provide assurance that they have the capacity to manage the Project Site in the form of an endowment equal to five percent of the appraised value of the fee interest and a capital fund equal to five percent of the appraised value of the fee interest.

7. The Recipient will, through its agents and employees, prevent the unauthorized use of the Project Site or any use not in conformity with the Management Plan approved by FCT. Failure to do so may result in title to all interest in the Project Site being conveyed or reverting to the Board of Trustees.

8. All buildings, structures, improvements, and signs will require the prior written approval of FCT. Major land alterations will require the written approval of FCT. The approvals required from FCT will not be unreasonably withheld if the Recipient demonstrates that the proposed structures, buildings, improvements, signs, or land alterations will further the implementation of the approved Management Plan and will not adversely impact the Project Site.

9. Pursuant to Rule 62-820.012, F.A.C., after the acquisition of the Project Site, Recipient will prepare and submit to FCT an annual stewardship report. The stewardship report is intended to verify that Recipient is complying with the conditions imposed at the time of the Award and to monitor the stewardship and use of the Project Site. The stewardship report will document Recipient's progress in implementing the Management Plan. Recipient's failure to implement the Management Plan may result in title to the Project Site being conveyed or reverting to the Board of Trustees.

10. The FCT is required to report annually on revenue earned on project sites acquired with FCT grant funds. In order to meet this requirement, by July 31 each year, the Recipient must provide an annual report of revenue earned in the previous State Fiscal Year, July 1 through June 30.

IX. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Contract, which apply to all sites acquired with FCT funds, the Management Plan will address the following conditions that are particular to the Project Site and result from either representations made in the Application that received scoring points or observations made by FCT staff during the site visit:

1. The future land use and zoning designations of the Project Site must be changed to Working Waterfronts or similar category. The Recipient is required to provide documents to FCT verifying the designations are appropriate.

2. A permanent recognition sign, at a minimum size of 3' x 4', will be maintained at the entrance area of the Project Site. The sign will acknowledge that the Project Site was purchased with funds from the Florida Communities Trust, Stan Mayfield Working Waterfronts Grant Program.

3. Prior to closing, the Recipient will provide a letter from the Department of Environmental Protection stating (1) the current land owner is in compliance with Chapters 253, 258, 373 Part IV, and 403 Florida Statutes; (2) and the submerged land lease for all facilities or structures on the Project Site that are located over state sovereignty submerged land are current; and (3) that applicable fees or wet slip certification forms are current. Alternatively, the letter may state that the facilities or structures are not subject to a state sovereignty submerged land lease.

4. At closing, any existing submerged land lease will be transferred to the Recipient.

5. The Recipient will provide a letter annually from the Department of Environmental Protection stating (1) the Recipient has complied with Chapters 253, 258, 373 Part IV and 403 Florida Statutes; (2) the submerged land lease for all facilities or structures on the Project Site that are located over state sovereignty submerged land is current; and (3) that applicable fees or wet slip certification forms are current.

6. **WORKING WATERFRONT STORAGE AREA: 3d.** The Recipient will maintain an open area of at least 1/4 acre to be used for the storage of traps, nets, and other gear needed for commercial fishing or aquaculture operations.

7. **AQUACULTURE SUPPORT FACILITY:** The Recipient will house an Aquaculture Support Facility in an existing structure on the project site. This facility will operate as an aquaculture/seagrass nursery support facility.

8. **PUBLIC EDUCATION: 6a.** The Recipient will house a Maritime Museum in an existing structure that has parking and access to Merritt Island Parkway. The structure will house historic relics from the Blue Crab Cove Working Waterfront including, but not limited to fishing gear, traps, nets, photographs, and other educational exhibits.

9. **PUBLIC EDUCATION: 6c.** The Recipient will install two educational/interpretive kiosks on the Phase II property. The kiosks will educate the public about the economic, cultural, or historic heritage of Florida's traditional Working Waterfronts.

Additional items if applicable concerning MANAGEMENT AGREEMENTS:

10. The recipient will negotiate to secure a multi-year management agreement with a proprietor to operate the Maritime Museum and Aquaculture Support Facility on the project site.

11. The Recipient will secure FCT approval before executing any agreement associated with this project site.

X. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, F.S.

1. Each parcel in the Project Site to which the Recipient acquires title must be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; and Section 11(e), Article VII of the Florida Constitution. The Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described herein.

2. The Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of Project selection and initial Grant approval. The Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of the closing of the Project Site and must be recorded by the Recipient in the county(s) in which the Project Site is located contemporaneously with the deed conveying the Project Site to Recipient.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, FCT will notify the Recipient by written notice given by personal delivery, registered mail, or registered expedited service. The Recipient will diligently begin curing the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities cannot be reasonably completed within the specified thirty (30) day time frame, the Recipient will submit a timely written request to FCT pursuant to conditions stated herein, which includes the status of the current activity, the reasons for the delay, and a time frame for the completion of the curing activities. FCT will submit a written response within thirty (30) days of receipt of the request and approval will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT will give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization who agrees to accept title. FCT may, but is not required to, negotiate a management agreement with the local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection, or a Water Management District, who agrees to manage the Project Site. FCT will treat such property in accordance with Section 380.508(4), F.S.

XI. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. Recipient's interest in the Project Site may not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization. FCT will also attempt to negotiate a management agreement with the local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection, or a Water Management District, to manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to working waterfronts. If an amendment to the applicable comprehensive plan is required, the amendment

must be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition. Recipient's failure to obtain the required future land use and zoning designation dedicated to working waterfronts, or obtain a variance or other approval which permits the use of the Project Site as a working waterfront in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site will permanently contain one sign recognizing FCT's role in the acquisition of the Project Site. Recipient will permanently display the FCT sign at the Project Site within ninety (90) days of the final disbursement of the FCT Award. In addition, within such 90-day period, Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. RECIPIENT'S ADDITIONAL OBLIGATIONS

1. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:

- a. the sale or lease of any interest in the Project Site not pre-approved by FCT;
- b. the operation of any concession on the Project Site without FCT approval;
- c. any sales contract or option to buy or sell things attached to the Project Site;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the execution of this Contract;
- f. management of the site by a non-governmental person or organization without an FCT-approved management agreement; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is subject to any of the disallowable activities, the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities.

3. If FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause

the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT will have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Trust, the State, or their authorized representatives shall have access to such records for audit during the term of this Contract and for five (5) years following the completion date or termination of the Contract. If any work is subcontracted, Recipient shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Recipient shall provide any type of information the Inspector General deems relevant to Recipient's integrity or responsibility. Such information may include, but shall not be limited to, Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Recipient shall retain such records for the longer of: (1) three years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

2. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its sub-recipients and/or subcontractors issued under this Contract, if any, impose this requirement, in writing, on its sub-recipients and/or subcontractors, respectively.

3. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

4. The Recipient shall comply with the applicable provisions contained in Attachment B, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment B. If Trust fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Recipient shall request one from the Trust's Grants Manager. The Recipient shall consider the type of financial assistance (federal and/or state) identified in Attachment B Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Contract. For federal financial assistance, Recipient shall utilize the guidance provided under 2 CFR §200.330 for determining whether the

relationship represents that of a subrecipient or vendor. For State financial assistance, Recipient shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

The Recipient should confer with its chief financial officer, audit director, or contact the Trust for assistance with questions pertaining to the applicability of these requirements.

XIV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Contract as a result of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any of the events below occur ("Events of Default"), FCT may elect to terminate all obligations on the part of FCT to make any further payment of funds. FCT may, at its option, exercise any of the remedies set forth herein, but FCT may make any payments or parts of payments after a Default without waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Contract, any previous agreement with FCT, or in any document provided to FCT is false or misleading in any respect, or if the Recipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Contract from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Contract have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Contract.

e. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan.

f. If the Recipient fails to keep the Project Site open to the public.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or

consecutively, and the pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Contract, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Article V.;
- b. Commence an appropriate legal or equitable action to enforce performance of this Contract;
- c. Withhold or suspend payment of all or any part of the FCT Award;
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or
- e. Exercise any other rights or remedies that may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Contract for cause upon written notice to the Recipient. Cause will include, but is not limited to: Events of Default; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended. Appraisals, and any other reports relating to value, offers, and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), F.S.

4. FCT may terminate this Contract by providing the Recipient with thirty (30) calendar days prior written notice when it determines, in its sole discretion, that the continuation of the Contract would not produce beneficial results commensurate with the further expenditure of funds.

5. The Recipient may request termination of this Contract before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination will be provided to FCT in a manner described in Article II.

XV. LEGAL AUTHORIZATION

The Recipient certifies that it possesses the legal authority to enter into and perform this Contract, to receive the FCT Award, and its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract, including all covenants and assurances contained herein. Recipient will provide documentary proof thereof satisfactory to FCT. The

Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Contract.

XVI. PUBLIC RECORDS

1. Recipient will comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Recipient will keep and maintain public records required by the Department to perform the services under this Contract.

2. This Contract may be unilaterally canceled by the Trust for refusal by the Recipient to either provide to the Trust upon request, or to allow inspection and copying of all public records made or received by the Recipient in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the Trust. If the Trust does not possess the requested records, the Trust will immediately notify the Recipient of the request, and the Recipient must provide the records to the Trust or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the Trust within a reasonable time, the Recipient may be subject to penalties under s. 119.10, F.S.

b. Upon request from the Trust's custodian of public records, Recipient will provide the Trust with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Recipient will identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Recipient does not transfer the records to the Trust.

4. Upon completion of the Contract, Recipient will transfer, at no cost to the Trust, all public records in possession of Recipient or keep and maintain public records required by the Trust to perform the services under this Contract. If the Recipient transfers all public records to the Trust upon completion of the Contract, the Recipient will destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Contract, the Recipient will meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Trust, upon request from the Trust's custodian of public records, in a format that is accessible

by and compatible with the information technology systems of the Trust.

5. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TRUST'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at public.services@floridadep.gov, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

XVII. SCRUTINIZED COMPANIES

In executing this Contract, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Trust may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract. If this Contract is for more than one million dollars, the Grantee certifies that it is 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, F.S. Pursuant to Section 287.135, F.S., the Trust may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

XVIII. STANDARD CONDITIONS

1. This Contract has been delivered in the State of Florida and will be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract will be prohibited or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith will be brought in Leon County, Florida.

2. Neither FCT's waiver of any right or remedy granted hereunder nor FCT's delay or failure to insist on Recipient's strict performance of this Contract will constitute a waiver of any such right or remedy or affect the FCT's subsequent exercise thereof. Any power of approval or disapproval granted to FCT under the terms of this Contract will survive the expiration or termination of this Contract.

3. The Trust supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

4. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

5. Recipient agrees to comply with the Americans With Disabilities Act (42 USC § 12101, et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

7. In accordance with Section 216.347, F.S., the Recipient is hereby prohibited from using funds provided by this Contract to lobby the Legislature, the judicial branch, or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department will be used by any state employee or other person for lobbying purposes.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract. The Recipient will be responsible for including this provision in all subcontracts with private organizations issued under this Contract.

9. The Recipient will comply with all applicable federal, state and local rules and regulations in providing services to the Trust under this Contract. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued under this Contract.

10. The Recipient will save and hold harmless and indemnify the State of Florida and the Trust against any and all liability, claims, judgments, or costs of whatsoever kind and nature for

injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the negligent acts of the Recipient, his subcontractor, or any of the employees, agents or representatives of the Recipient or subcontractor to the extent allowed by law.

11. To the extent required by law, the Recipient will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Recipient will require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage will comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Recipient will provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Trust, for the protection of his employees not otherwise protected.

a. Recipient's chief financial officer ("CFO") must provide self-insurance documentation to FCT prior to execution of this Contract and upon any subsequent changes relating to the terms or insurance carrier.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the Department or Trust agrees to carry liability and other appropriate forms of insurance. The Trust will have no liability except as specifically provided in this Contract.

13. This Contract, any amendments, and/or change orders related to the Contract, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

14. This Contract embodies the entire contract between the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract will only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract.

RECIPIENT: BREVARD COUNTY, a Florida
local government

By: 

Print Name: Rita Pritchett

Title: Chair

Date: 5/9/2023

As approved by the Board on May 9, 2023

Approved as to Form and Legality:

By: 

Print Name: Heather Balsur

Date: 4-26-2023

STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 

Digitally signed by Anna
DeCerchio
Date: 2023.06.07 13:18:22
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Secretary or designee

Print Name: Anna DeCerchio

Title: Chief of Staff

Date: 06/07/2023

Approved as to Form and Legality:

By: Patricia Henry

Digitally signed by Patricia
Henry
Date: 2023.05.24
16:33:59 -04'00'

Print Name: Patricia Henry

Date: 5/24/23

List of attachments/exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Confidentiality Agreement (2 pages)
Attachment	B	Special Audit Requirements (5 Pages)

ATTACHMENT A

DEP Contact #: SM006
FCT Project No: 22-001-WW23

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into between BREVARD COUNTY, a Florida local government ("Recipient") and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Environmental Protection, and is made with reference to Rule 62-821.005(3), Florida Administrative Code ("F.A.C.").

I. THE PROJECT SITE

This Agreement covers all parcels identified as part of the Project Site in Recipient's Stan Mayfield Working Waterfronts Application 22-001-WW23 that were selected for funding and are governed by a Grant Contract for FCT Project Number 22-001-WW23 ("Project Site").

II. CONFIDENTIALITY

1. Pursuant to Rule 62-821.002(7), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes ("F.S.").

2. The Recipient and its agents shall maintain the confidentiality of appraisals, and any other reports relating to value, offers, and counteroffers as required by Rule 62-821.005, F.A.C. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until a Purchase Agreement is executed by the property owners and Recipient and conditionally accepted by FCT (or if no Purchase Agreement is executed, then as provided in Section 125.355(1)(a), F.S. if Recipient is a county, or Section 166.045(1)(a), F.S. if Recipient is a municipality). If Recipient is a nonprofit environmental organization, then the exemption from Section 119.07(1), F.S. will expire 30 days after the termination of negotiations. The date of termination of negotiations may be based on a written statement from a party to the negotiations that good faith efforts at negotiating a Purchase Agreement have failed and the party desires to cease negotiations.

3. The Recipient may disclose Confidential information only to FCT and its staff and those individuals listed on the disclosure list below.


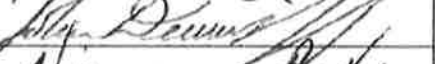
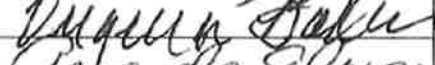
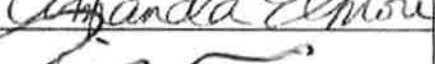
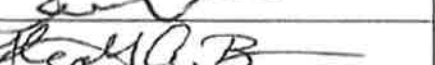
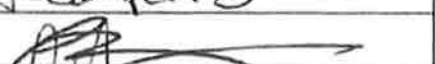


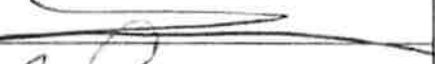



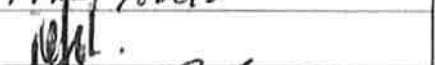
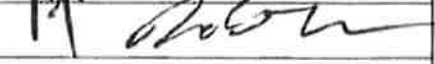


4. Recipient shall submit any requests to add persons to the disclosure list to the FCT in writing. Upon the written consent of the Secretary of the Department of Environmental Protection or designee, the parties may amend this Agreement to include additional persons to the disclosure list. All confidentiality requirements outlined above shall apply to individuals added to the list.

ATTACHMENT A

III. DISCLOSURE LIST/AGREEMENT TO BE BOUND

1. Recipient, and each of the undersigned board members and staff of the Recipient and its agents, if any, jointly and severally agree to maintain the confidentiality of appraisal information, offers and counteroffers concerning FCT Project Number 22-001-WW23, as required by Rule 62-821.005, F.A.C. and this Agreement.

b. Each of the undersigned further certify that they have no legal or beneficial interest in the Project Site.

Date	Print Name, Title or Position	Affix Signature
5/11/23	Frank Abbate, County Manager	
5/11/2023	John Denninghoff, Asst. Co. Mgr.	
5/11/2023	Virginia Barker, Dir. Natural Resources	
5/11/23	Amanda Elmore, Dep. Dir. Nat. Res.	
5/11/2023	Morris Richardson, County Attorney	
4-26-2023	Heather Balser, Asst. Co. Attorney	
5/11/23	Marc Bernath, Dir. Public Works	
5-11-23	Lucy Hamelers, Public Works	
5/11/23	Tiffany Eckert, Public Works	
5/11/23	Lisa Kruse, Public Works	
5/15/23	Matt Culver, Natural Resources	
5/16/23	Larry Lallo, Director MIRA	
5/17/23	Rita Pritchett, County Comm.	
5/16/23	Tom Goodson, County Comm.	
5/13/23	John Tobia, County Comm.	
5/15/23	Rob Feltner, County Comm.	

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

ATTACHMENT A

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

RECIPIENT: BREVARD COUNTY
a Florida local government

By: 

Print Name: Rita Pritchett

Title: Chair

Date: 5/9/2023

As approved by the Board on May 9, 2023

Approved as to Form and Legality:

By: 

Print Name: Heather Balser

Date: 4-26-2023

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Digitally signed by Anna
DeCerio
Date: 2023.06.07 12:46:24 -04'00'

Secretary or designee

Print Name: Anna DeCerio

Title: Chief of Staff

Date: 6/7/23

Approved as to Form and Legality:

By: 
Digitally signed by Patricia
Henry
Date: 2023.05.24
16:34:31 -04'00'

Print Name: Patricia Henry

Date: 5/24/23

ATTACHMENT B

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
3710	Florida Forever Trust Fund	2023	37.079	Stan Mayfield Working Waterfronts Program (Florida Forever Funded Grant Program)	\$1,402,000.00	084110

Total Award	\$1,402,000.00
-------------	----------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100



SENATOR DEBBIE MAYFIELD
Majority Leader
17th District

COMMITTEES:

Appropriations
Appropriations Subcommittee on Agriculture,
Environment, and General Government
Appropriations Subcommittee on Transportation,
Tourism, and Economic Development
Governmental Oversight and Accountability
Judiciary
Rules

JOINT COMMITTEE:

Joint Legislative Budget Commission

August 25, 2022

Florida Communities Trust
Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 103
Tallahassee, FL 32399-3000

Dear Ms. Reeves,

I am writing in support of the Brevard County Blue Crab Cove Phase II project. Brevard County (BC) is seeking \$1.25M from the Florida Communities Trust (FCT) Stan Mayfield Working Waterfronts Florida Forever Grant program for Phase II. Twelve years ago, the BC Board of County Commissioners unanimously approved the grant contract for acquisition of the original Blue Crab Cove Phase I.

The creation of the Stan Mayfield Working Waterfronts Florida Forever grant program by the 2008 Florida Legislature acknowledged the importance of the traditional seafood harvesting and aquaculture industries in Florida. The program receives 2.5% of the total Florida Forever appropriation. This particular grant request from Brevard County will effectively support the expansion of the Blue Crab Cove Phase II project.

The economic benefits of this industry to Brevard County are proven. Small water dependent business and aquaculture development create and retain local jobs while generating nearly 86 million pounds of harvested seafood, and over \$170 million in dockside revenue. Notably, Brevard County produces more than 25% of all blue crabs on Florida's East Coast.

Another important element of the grant project is the developmental partnership Brevard County has established with the Brevard Zoo, which will serve as tenant for management of the Blue Crab Cove Phase II. More than 400,000 people visit the Brevard Zoo annually, and its economic impact exceeds \$59.5 million, ensuring an effective collaborative partnership.

Across Florida, the accelerated acquisition and conversion of working waterfront properties to private, restricted-access or non-water-dependent use facilities has been eroding the natural and economic heritage of Florida's aquatic resources. On the Indian River Lagoon, working waterfronts are a critical

REPLY TO:

- 900 East Strawbridge Avenue, Melbourne, Florida 32901 (321) 409-2025 FAX: (888) 263-3815
- 330 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5017

Senate's Website: www.flsenate.gov

WILTON SIMPSON
President of the Senate

AARON BEAN
President Pro Tempore



link connecting people with the area's fish, wildlife, and other natural resources for commercial and recreational activities.

Thank you for providing me the opportunity to lend my support to this important project. It would be my pleasure to answer any further questions you may have, anytime.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Mayfield".

Debbie Mayfield
Senator Majority Leader
Florida Senate District 17



"Wildlife Conservation through Education and Participation"

August 24, 2022

Florida Communities Trust
Division of State Lands
Attn: Linda Reeves
Florida Department of Environmental Protection
3900 Commonwealth Blvd. MS 103
Tallahassee, FL 32399-3000

Re: Blue Crab Cove Phase II
500 West Merritt Island Causeway,
Merritt Island, FL

Dear Ms. Reeves:

Brevard Zoo's mission is "We Share Our Joy of Nature to Help Wildlife and People Thrive." To do this important work, we focus on local conservation efforts to restore wildlife populations and habitats. Nothing is more valued to Brevard and its residents than the Indian River Lagoon (IRL) as both an economic engine and source of recreation. We are working with the community to preserve, protect and repair this biologically diverse estuary to serve both purposes

Brevard Zoo's *Restore Our Shores* program focuses on restoration and enhancement of oysters, clams, seagrass, mangroves, marsh grasses and other ecosystem services in the IRL. The program has engaged over 65,000 volunteers in lagoon restoration.

To date, with the assistance from many partners, the program has installed over 42,000 square feet of oyster reef, planted 100 clam beds, installed over 2,000 linear feet of native shoreline plants, and launched a seagrass restoration program to begin growing seagrass for IRL restoration projects in Brevard County and a significantly larger footprint in surrounding counties. With this program expansion, we have outgrown the physical home we have at Brevard Zoo and are looking for space to expand.

Although we anticipate having a continued presence at Brevard Zoo as well as the future aquarium at Port Canaveral, the *Restore Our Shores* team needs a devoted field site for this important work. Under a coordinated site management agreement, the



8225 N. Wickham Rd. Melbourne, FL 32940-7924
(321) 254-WILD(9453) • Fax (321) 259-5966
<http://www.brevardzoo.org>

ASSOCIATION
OF ZOOS &
AQUARIUMS





"Wildlife Conservation through Education and Participation"

proposed Brevard County Blue Crab Cove Phase 2 project site would support our team with a location providing direct access to the fisherman and waterman that depend on the health of the Indian River Lagoon. The Phase 2 site's Maritime Education Center/Maritime Museum would provide the Restore Our Shores staff a home-base and a site for our many volunteers, our public education efforts, workshops, and outreach to both commercial waterman and the community in general. The proposed Aquaculture Support Facility would be used to manage restoration efforts and materials (metal gabions, oyster shell bags, oyster shell, mangroves, marsh grasses, and a seagrass nursery) along with any other provisions necessary for lagoon restoration and enhancement of the local fisheries.

We would like to introduce ourselves as valuable conservation partners representing the East Coast Zoological Society dba Brevard Zoo. We look forward to working together as partners with the County to proceed with the application and site planning for the Stan Mayfield Working Waterfront Grant and continue this important work, creating a *Restore our Shores* working waterfront and aquaculture headquarters at this Merritt Island location.

Sincerely,

Keith Winsten
Executive Director



8225 N. Wickham Rd. Melbourne, FL 32940-7924
(321) 254-WILD(9453) • Fax (321) 259-5966
<http://www.brevardzoo.org>

**ASSOCIATION
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AQUARIUMS**





MERRITT ISLAND - REDEVELOPMENT AGENCY -

August 26, 2022

Mr. Matt Culver,
Boating & Waterways Program Coordinator,
Brevard County Natural Resources Management Department 2725
Judge Fran Jamieson Way
Building A, Room 219 Viera, FL 32940

**RE: Grant application for additional land acquisition for the Florida Community Trust,
Working Waterfronts Program. Additional Parcels for Acquisition: 24-36-35-1-25; 24-36-35-
30-1-28 and 240-36-35 *-R.1 (vacated alley) and 24-36-35-29-0-1-1.01**

Dear Mr. Culver:

After your team's outstanding presentation to the Merritt Island Redevelopment Agency (MIRA) Board of Directors, it is with great pleasure that I am pleased to provide this letter of support, on behalf of the MIRA Board for your above referenced grant application to the Florida Community Trust Working Waterfront Program.

We deeply appreciate what the Florida Forever Program has accomplished in preserving the Merritt Island Griffis Landing Blue Crab Cove Working Waterfront. Approval of your grant application will provide for an incredibly outstanding working waterfront capstone project, impacting restoration of the Lagoon, Lagoon Education, and lead to restoration of a healthy Working Waterfront. In addition, we see this project accelerating the working use of the waterfront. We especially appreciate the 65,000+ community members, who have been involved with the Restore our Shores program to date.

Our Board Members are very excited to see this project become a reality and are willing to engage in any way we can to help bring the project about. The collaboration of the Florida Forever Working Waterfront Program, with the Brevard County Natural Resources Department, Brevard Zoo Restore our Shores Program, and the Merritt Island Redevelopment Agency, will form a great synergy, making a difference for generations.

After reviewing the location of the properties adjacent to Griffis Landing (at 630 W. Merritt Island Causeway), it is my pleasure to say that the referenced properties are within the Merritt Island Redevelopment Area and this project is in alignment with our Community Redevelopment Plan.

If you have any questions, please do not hesitate to contact me at 321-454-6610

Larry J. Lallo
Executive Director, Merritt Island Redevelopment Agency



321.454.6610 | MIRA @ BrevardFL.gov | www.BrevardFL.gov/MIRA

Blue Crab Cove PhII: Site Layout



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida Communities Trust - State of Florida		2. Amount: \$1,402,000
3. Fund/Account #: 0032/223212	4. Department Name: Natural Resources	
5. Contract Description: Land Acquisition Grant Contract: 22-001-WW23		
6. Contract Monitor: Matt Culver		8. Contract Type: GRANT
7. Dept/Office Director: Virginia Barker		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Culver, Matt <small>Digitally signed by Culver, Matt Date: 2023.03.28 13:13:42 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2023.03.28 16:14:20 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Summer C. Wyllie-Vitti</i> <small>Digitally signed by Wyllie-Vitti, Summer Date: 2023.03.29 16:07:12 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2023.03.29 11:18:50 -04'00'</small>

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"/>