

AGREEMENT FOR SEAGRASS RESTORATION SERVICES

This Agreement to Seagrass Restoration Services is entered into effective as of March 25, 2025, by and between Indian River County, a political subdivision of the State of Florida ("County") and Sea & Shoreline, LLC ("Contractor").

BACKGROUND RECITALS

WHEREAS, on August 20, 2024, the IRLNEP was awarded a NOAA grant NA24NMF463C0051-T1-01 with an effective date of October 1, 2024, with the County serving as one of nine Transformational Habitat Grant Partners; and

WHEREAS, Sea & Shoreline is a member of the IRLNEP Seagrass Consortium and worked with the County to develop two seagrass projects for the NOAA Transformational Habitat Grant

WHEREAS, the County entered into an Agency Cost-Shore Agreement with Indian River Lagoon Council (Council) effective December 3, 2024; and

WHEREAS, the County and Contractor wish to directly contract for services associated with the grant; and

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The County will pay the Contractor \$1,073,506, over the course of three years, to supply materials and labor for the 22.8 acre seagrass projects at Big Slough and Preachers Hole, contingent upon continued availability of the NOAA Transformational Habitat Grant program funds. The Contractor will provide the NOAA Transformational Habitat Grant match amount of \$340,000. The total project cost is estimated at \$1,412,506.
2. The County will provide in-kind support through staff involvement in construction, maintenance and monitoring throughout the process, over the next three years.
3. The Contractor will invoice the County monthly for work completed.
4. The Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. CONTRACTOR is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.
5. CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the

Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

6. CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, create pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this agreement if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.
7. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first set forth above.

Sea & Shoreline, LLC

INDIAN RIVER COUNTY, FLORIDA.
BOARD OF COUNTY COMMISSIONERS

By: _____
Printed name: _____
Title: _____

By: _____
Joseph E. Flescher, Chairman

(Corporate Seal)

Date: _____

Attest: Ryan L. Butler, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

Approved:

John A. Titkanich, Jr.
County Administrator

Approved as to form and legal sufficiency:

Jennifer W. Shuler
County Attorney