

**COST-SHARE AGREEMENT  
BETWEEN THE IRL COUNCIL AND INDIAN RIVER COUNTY FOR  
LOST TREE ISLANDS CONSERVATION AREA ECOLOGICAL ENHANCEMENT PLAN  
DESIGN AND ENGINEERING**

THIS AGREEMENT (“Agreement”) is entered into by and between the IRL COUNCIL (“Council”), whose address is 1235 Main Street, Sebastian, Florida 32958, and INDIAN RIVER COUNTY, whose address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960 (“Recipient”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

**RECITALS**

The waters of the state of Florida are among its basic resources, and the Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program.

Pursuant to the IRL Council Interlocal Agreement, the Council is responsible for managing the Indian River Lagoon National Estuary Program.

The Council has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources of the Indian River Lagoon.

The parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter “the Project”):

The goal of this project is to produce a fully designed and engineered plan ready for submittal for construction permits. The design will be: resilient and versatile to extreme weather and climate change, establish endemic habitat, provide water quality benefits, incorporate innovative and low maintenance elements for shoreline stabilization, eliminate exotic vegetation, engage in public education, incorporate passive recreational opportunities, minimize mosquito reproduction, and minimize maintenance/management and capital costs.

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

**1. TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2020 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within fifteen (15) days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions

survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

- (b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates sixty (60) days after receipt by Recipient.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING.**
- (a) For satisfactory completion of the Project, the Council shall pay Recipient approximately twenty-six percent (26%) of the total cost of the Project, but in no event shall the Council cost-share exceed \$65,000. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) **In-Kind Services.** Recipient agrees to provide \$184,800 in the form of cash and in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's total cost-share obligation of \$184,800.
5. **PAYMENT OF INVOICES**
- (a) Within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31), Recipient shall submit an itemized invoice for the reimbursable expenses incurred during the previous quarter by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to [kolodny@irlcouncil.org](mailto:kolodny@irlcouncil.org). Invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses, the Council shall reimburse Recipient based upon the Council's (26%) cost-share of the total approved expenses until the not-to-exceed amount of the Council's cost-share, \$65,000, has been expended. The Council shall not withhold any retainage from this reimbursement. Council reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary, for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

- (b) **End of Council Fiscal Year Reporting.** The Council's fiscal year ends on September 30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional Project work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work) and per ATTACHMENT B – CONTRACT PAYMENT REQUIREMENTS FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS; (8) Progress Report (if required); (9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost that is borne by recipient.
- (f) **Payments withheld.** The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-year agreements, it is necessary for the Council to budget as accurately as possible the amount of funds that will be expended by the Council during each fiscal year. The Statement of Work, Attachment A, includes the parties' current projection of the Council's cost-share on a fiscal year basis (October 1 – September 30). If Recipient's reimbursable costs exceed the budgeted amount during any fiscal year, the excess

reimbursable costs shall be paid at the start of the next fiscal year. Recipient shall promptly notify the Council when it appears that Recipient's reimbursable costs will exceed the budgeted amount during any fiscal year and provide the Council with a revised funding plan. If the Council's annual budget permits, the Council may, in its sole discretion, prepare a Council Supplemental Instruction Form incorporating the revised funding plan and authorizing additional reimbursement during the current fiscal year.

6. **INDEMNITY.** Recipient shall indemnify and hold harmless, release, and forever discharge the Council, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Recipient, its employees or sub-contractors, in the performance of the Work. The Recipient shall further indemnify the Council for all costs and penalties the Council incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Recipient-employees performing under this contract. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended.
7. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations, which may include participation in a self-insurance program.
8. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the United States Environmental Protection Agency; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
9. **PROJECT MANAGEMENT**
  - (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

COUNCIL

Daniel Kolodny, Project Manager  
IRL Council

1235 Main Street  
Sebastian, Florida 32858  
(772) 216-7148  
E-mail: [kolodny@irlcouncil.org](mailto:kolodny@irlcouncil.org)

RECIPIENT

Beth Powell, Assistant director  
Indian River County Parks and  
Conservation Resources  
5500 77<sup>th</sup> Street  
Vero Beach, Florida 32967  
(772) 226-1873  
E-mail: [bpowell@ircgov.com](mailto:bpowell@ircgov.com)

- (b) The Council's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating Council policies and decisions regarding all matters pertinent to performance of the Project. The Council's Project Manager may issue a Council Supplemental Instruction (CSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the Council cost-share or Completion Date, or otherwise significantly modify the terms of the Agreement.

10. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Progress Reports.** Recipient shall provide to the Council Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient but must include Council's Quarterly Report Summary Cover Sheet, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

11. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the Council all of the funds provided to Recipient pursuant to this Agreement. However, the Council, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the Council may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the Council with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

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

12. **TERMINATION**

- (a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the Council shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the Council shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the Council all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The Council may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.
- (b) **Termination for Convenience.** The Council may terminate this Agreement at any time for convenience upon thirty (30) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the Council, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

**ADDITIONAL PROVISIONS (Alphabetical)**

- 13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the Council's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the Council and any of Recipient's contractors or subcontractors.
- 14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**
  - (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the Council, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the Council shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.
- (c) **Florida Inspectors General.** It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

15. **FLORIDA SINGLE AUDIT ACT**

- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the Council through a project or program that is funded, in whole or in part, through state financial assistance to the Council. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; 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. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., University's resources obtained from other than State entities).

- (b) **Program Information** This Agreement involves the disbursement of state funding by the Department of Highway Safety and Motor Vehicles in the amount of \$10,000. Funding is provided under the State of Florida Indian River Lagoon (IRL) License Plate Program. The Florida Catalog of Financial Assistance (CSFA) number for this program is CFSA No. 76.010. The Council is providing a funding match of \$55,000.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the Council.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the Council with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: IRL Council, Mr. Daniel Kolodny, Chief Operating Officer, 1235 Main Street, Sebastian, FL 32958. A copy of the report shall also be provided to 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.
- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by Council staff, limited scope audits, and/or other procedures. University agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the Council to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council's Independent Financial Auditor or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the Council's audit rights otherwise provided for herein, University shall permit the Council or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Council, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the Council.



16. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The Council is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The Council will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the Council has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project.

Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
25. **PUBLIC RECORDS.**
- (a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
  - (b) **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS AT (772) 216-7148, [KOLODNY@IRLCOUNCIL.ORG](mailto:KOLODNY@IRLCOUNCIL.ORG), 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.**
  - (c) Recipient shall keep and maintain public records required by the Council to perform the Project.
  - (d) Upon request from the Council's custodian of public records, Recipient shall provide the Council 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, Fla. Stat. or as otherwise provided by law.
  - (e) Recipient shall ensure that 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 contractor does not transfer the records to the Council.
  - (f) Upon completion of the contract, Recipient may transfer, at no cost, to the Council all public records in possession of the Recipient or keep and maintain public records required by the Council to perform the service. If the Recipient transfers all public records to the Council upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council.

26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the Council harmless from loss to the extent allowed by Florida law.

**IN WITNESS WHEREOF**, the IRL Council has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

IRL COUNCIL

INDIAN RIVER COUNTY

By: \_\_\_\_\_  
Duane E. De Freese, Ph.D., Executive Director

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

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

\_\_\_\_\_  
Typed Name and Title  
Date: \_\_\_\_\_

APPROVED BY THE IRL  
GENERAL COUNSEL

Attest: \_\_\_\_\_

\_\_\_\_\_  
Carolyn S. Ansay, General Counsel

\_\_\_\_\_  
Typed Name and Title

**ATTACHMENTS**

- Attachment A – Statement of Work
- Attachment B – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts
- Attachment C – Council Supplemental Instructions Form

Cost-share: Non-profit corporation  
Last updated: 5-31-2019

## **ATTACHMENT A - STATEMENT OF WORK**

### **I. PROJECT TITLE:**

Lost Tree Islands Conservation Area Ecological Enhancement Plan Design and Engineering

### **II. INTRODUCTION/BACKGROUND:**

Serious threats to the health of the Indian River Lagoon (IRL) include reduced water quality due to manmade hydrologic changes, projected impacts due to extreme weather events and climate change, non-point source pollution, loss and fragmentation of habitats, overuse/overharvest of resources, and the continued invasion by invasive exotic species. Less apparent forms of direct habitat loss also impact the IRL. For example, more than 40,000 acres of highly productive salt marsh and mangrove marsh have been converted into mosquito impoundments. Both the productivity and the nursery habitat value of impounded marshes are lost to the rest of the IRL.

Recent storms such as Hurricane Matthew (2016) and Irma (2017) have resulted in significant damage to developed and undeveloped lands within, and abutting, the Lagoon. Most recent studies and models indicate that there will continue to be an increase in the frequency of hurricane landfalls in the southeastern US. Anticipated impacts from hurricanes to Lagoon habitats include excessive pollutant loading from large volumes of stormwater runoff, algal blooms, fish and invertebrate mortality, aquatic animal displacements, large scale releases of chemical pollutants and debris, and exacerbated spread of exotic species by colonization of scoured areas. It is fortunate that many ecological components of estuaries and coastal systems, although initially severely altered by hurricane damage, appear to be resilient to the acute effects of periodic hurricanes. The concern, however, is how to take actions that bolster resiliency and sustainability of these systems as the frequency of these storms increases and there is reduced time for recovery. This issue is further complicated by anticipated sea level rise and other climate change related effects such as increases in ambient water temperatures.

Impacts from sea level rise will directly affect the ecology, hydrodynamics, circulation patterns, depth and salinity of the IRL. Fringing mangrove communities serve to stabilize sediments and provide habitat and nursery area for numerous fish and invertebrates. These mangrove communities have adapted to maintain their location along the interface between the Lagoon and upland areas by accreting sediment at a rate in tune with sea level rise (as it occurs at a relatively slow pace). Accelerated sea level rise could result in significant loss of buffering mangroves by outpacing their ability to accumulate sediments at appropriate rates.

Similar to mangrove wetlands, seagrass beds are critical to the overall health and water quality of the Lagoon. They provide sediment stabilization and habitat for a variety of marine species. Seagrass beds oxygenate the water column, provide substratum for epiphytes and are a food source utilized by manatees, urchins, conchs, some fish and sea turtles. Increased water depths in the Lagoon may reduce light penetration and adversely impact the photosynthetic capacities of seagrasses leading to substantial decreases in seagrass coverage. Further complicating the loss of seagrass habitat, increases in salinity levels are known to adversely affect the larval stages of some estuarine invertebrate organisms thereby reducing their abundance and diversity. Loss of these invertebrates will dramatically impact the food web in the Lagoon. Biodiversity as a whole will be reduced as sea levels rise and warmer water temperatures and native species are displaced by invasive and other opportunistic organisms.

Municipalities along the east coast of Florida Indian River County have witnessed the ecological changes in the Lagoon that are attributable to coastal development. It is becoming apparent that these changes are exacerbated by the frequency of extreme storms. For example, Indian River

County has noted significant loss of maritime hammock in several of our conservation areas as a result of frequent and sustained salt water inundation. Additionally, storm surge and frequent high water events are facilitating the conversion of sand flats and herbaceous salt marshes to monocultures of white mangroves thus reducing biodiversity. Loss of this type of high marsh within the County results in many detrimental impacts to the Lagoon, most notably direct habitat loss for wildlife and the reduction of critical treatment of stormwater runoff prior to entering the Lagoon.



Lost Tree Islands Conservation Area

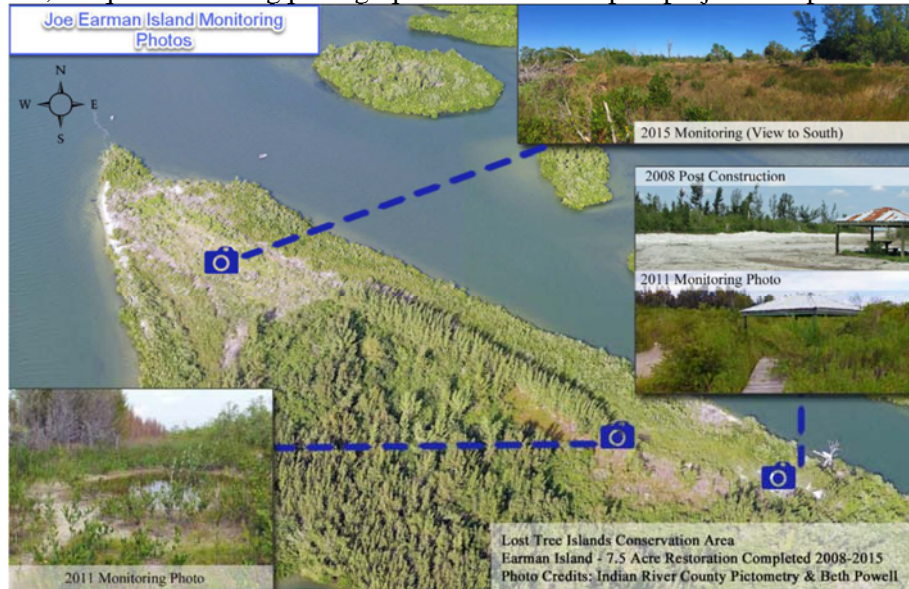
This grant application will be focused on development of a plan for the three larger islands. It is the County's vision to develop this plan so that the restoration strategies completed may be utilized for enhancing the remaining areas within the LTICA, as well as other spoil island projects throughout the IRL.

The larger islands and the wetlands within the LTICA may have formed through natural processes, however, these islands were used as spoil deposition sites as part of the Intercoastal Waterway (ICW) dredging. There is little native vegetation on these islands remaining; the majority of the islands are covered with Australian pines (*Casuarina equisetifolia*) and Brazilian pepper (*Schinus terebinthifolius*).

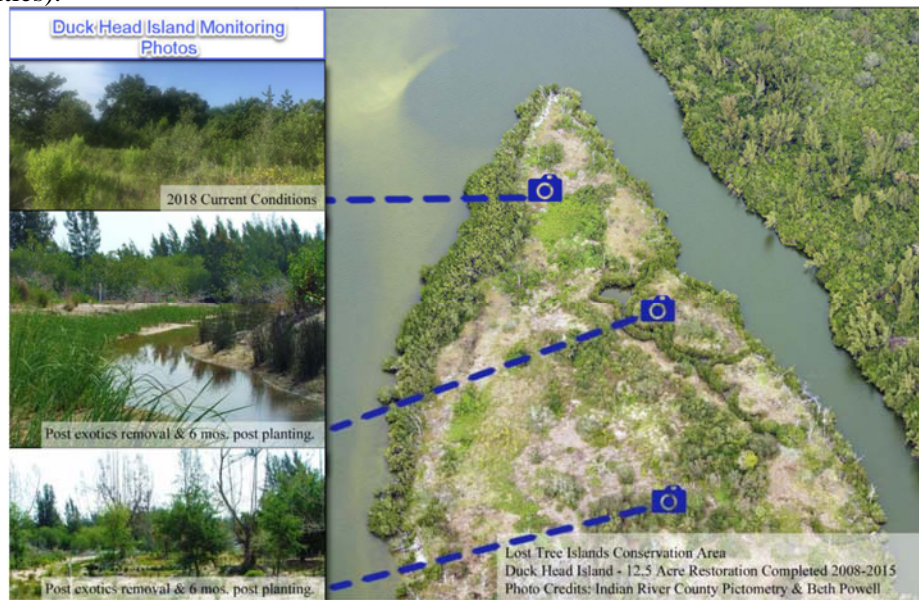
Three wetland mitigation projects have been permitted on two of the three largest islands to date. The first project is located on the northern end of Earman Island. This project was permitted and designed as a coastal wetland mitigation project. The project plan involved clearing Australian pine and Brazilian pepper, and allowing native wetland vegetation to recruit on-site. Maintenance activities were limited to eliminating seedling Australian pine and Brazilian pepper, as well as other

nuisance native species. Desirable wetland vegetation immediately colonized the shoreline areas, and the wetlands exceeded 90% cover by desirable species within three years of construction.

For reference, sample monitoring photographs of the LTICA past projects are presented below.



The second and third mitigation projects were constructed on the northern end of Duck Head Island. Construction was completed in late 2009. These projects ground the Brazilian pepper and smaller Australian pines in place. The mulch was used to minimize erosion. A portion of the larger Australian pines were killed using herbicides and left in place for perching sites. This plan included engineered re-grading to create submergent and emergent wetlands. As part of the engineered design, the soil balance for the site allowed for the creation of upland coastal hammock. The project site was vegetated using a combination of planted nursery stock and natural recruitment. Desirable cover of vegetation was achieved on this site within 3-5 years (the longer duration for upland communities).



The County has been monitoring and maintaining the areas from the point at which the mitigation projects were deemed to be successful by agency personnel. Maintenance has included removal of seedling trees, and spot spraying undesirable vegetation. The challenges and successes that the County experienced through the implementation of these projects provide a solid basis for the design of a comprehensive plan for ecological enhancement of the three larger islands.

The Indian River Lagoon National Estuary Program (IRLNEP), Florida Department of Environmental Protection (FDEP), the Florida Freshwater Wildlife Conservation Commission (FWC), and the Water Management Districts (SJRWMD, SFWMD) are on the forefront of planning and implementation of programs directed at improving the health and viability of the Lagoon. Groups like the Spoil Island Working Group and the East-Central Florida Estuarine Restoration Team (ECERT) include a diverse assemblage of recognized experts from all levels of government (including those identified above). This expertise has resulted in several successful spoil island enhancement projects that will be used as a basis in the design of a diverse, resilient, and sustainable LTICA. The ecological enhancement of the LTICA will be used as an educational platform to engage the public and local schools so that they may learn what they can do to assist in this process. It is the County's plan to use the design of the ecological enhancements at the LTICA as a basis for other improvements that may be possible throughout the County.

### **III. PROJECT VALUE PROPOSITION STATEMENT:**

This project will encompass several objectives. The project objectives for design and engineering of the LTICA habitat enhancement plan are briefly summarized as follows:

- Site design that is resilient and versatile, and by its nature will be adaptable during extreme weather events and climate change
- Water quality benefits through creation and enhancement of wetland communities
- Establishment of endemic habitat, including, but not limited to:
  - o High marsh habitat which is a rare resource in Indian River County
  - o Strategically located mangrove wetlands
  - o Maritime hammock habitat
  - o Salt flats and open sandy beaches for shorebird nesting
  - o Seagrass habitat (based on appropriateness and feasibility)
  - o Oyster reefs (based on appropriateness and feasibility)
  - o Expanded nursery areas for fish and invertebrates
- Incorporation of innovative, low maintenance elements for shoreline stabilization
- Incorporation of green technologies where appropriate and feasible
- Provide for educational engagement on the ecological issues facing the Lagoon
- Provide passive recreational opportunities that promote ecotourism, educational awareness, local responsibility and facilitates informed community input
- Minimization of mosquito production
- Elimination of nuisance and exotic plant species such as Australian pine and Brazilian pepper
- Minimization of long-term maintenance, management, and capital costs

### **IV. LOCATION OF PROJECT:**

The 508-acre site is located at 27°40'29.90"N & 80°22'43.43"W in the Central IRL, in Indian River County. The islands are approximately 0.75 miles north of the SR 60 boat launch on the barrier island. In 2002 the Town of Indian River Shores and the City of Vero Beach entered into an interlocal agreement with the County for the purchase and maintenance of the site. The conservation area was purchased in 2003 with funds from the Florida Communities Trust. The LTICA is the second largest publicly owned island system that is protected in Indian River County and includes more than 10 miles of shoreline habitat.



**V. SCOPE OF WORK:**

**A. Initial Baseline Data Collection:** Baseline data collection will be required to develop the plan. Based on the 1-year schedule for the project, there is a need to collect site-specific baseline seagrass coverage data prior to October 1, 2019 (to fall within optimal time for survey). The County recently met with staff at the Smithsonian Institute to discuss the technical aspects of this project. Staff at Smithsonian indicated that they would be willing to collaborate with the County on the collection of this baseline seagrass data. The County feels that this is a unique opportunity to enlist their staff expertise to collect available information on the benthic environment adjacent to the islands. Field data collected by their staff will benefit both the County, as well as the Smithsonian's on-going research in the Lagoon.

As depicted on the general rendering of available SJRWMD seagrass data there is limited coverage within, and adjacent to, the LTICA.



*Mapped Seagrass in Proximity to the LTICA*

- There are two objectives related to seagrass coverage in the IRL that the County intends to incorporate into the design and engineering of the LTICA plan: (1) planning to ensure that project implementation is beneficial to the existing adjacent seagrass areas; and (2) planning to identify potential areas where seagrass coverage adjacent to the islands may be enhanced.
- B. **Procurement of Contractor:** The administrative process of procuring a design engineer for the project will be another element scheduled prior to the October 1, 2019 initiation of the grant period. It is the County's plan to generate a Request for Proposal, advertise, select, and award the project agreement with a Notice to Proceed of October 1, 2019. Upon notification a grant award for the project, staff will work closely with the IRLNEP to ensure that all necessary procurement guidelines are followed.
- C. **Additional Baseline Data Collection:** Additional baseline data would be collected upon initiation of the grant period. It is anticipated that the data collection will include, at minimum:
- **Topographic and bathymetric survey:** The County has collected limited topographic information as part of previous mitigation projects completed. Using County LIDAR, as well as additional field survey, additional topographic data will be collected for use in project design.  
As part of the due diligence for the project, the County contacted the SJRWMD and received bathymetric data that will be very useful in project design. This information may be supplemented with data from the US Corps of Engineers (COE) and the Florida Inland Navigation District (FIND). Upon evaluation of data received, the County will arrange for additional bathymetric survey for selected areas along the LTICA shoreline to provide sufficient information for project design. The completion of the baseline seagrass survey also will provide input into this process.
  - **Vegetative cover mapping:** As mentioned previously, the majority of the three larger islands is vegetated with exotic species. The County will conduct field survey to identify any small areas with larger native trees or significant areas with native cover to include this information in project design. In addition, the County will use a combination of field survey and aerial interpretation (using 2019 County Pictometry) to locate jurisdictional wetlands on the islands. It is presumed that the extent of wetlands will be confined to the perimeter of each island, however, the survey will locate the limits of all wetland areas as well as composition. The objective would be to incorporate existing wetlands and native vegetation into the plan to the greatest extent feasible.
  - **Existing habitat assessment:** The upland portions of the site are dominated by exotic species that provide limited refuge for wildlife. Mangrove wetlands along the perimeter of the islands provide significant shoreline stabilization and wildlife benefits. The County will complete a baseline survey to document existing wildlife use; as the enhancement plan is implemented this survey data will be used as part of the adaptive management of the site to maximize potential wildlife habitat.
  - **Protected species data:** As part of the regulatory engagement for the project, the County will consult with the USFWS and the FFWCC regarding listed species. The objective will be to evaluate the following: (1) existing habitat utilization in proximity to the LTICA; (2) wildlife data and documented successful habitat restoration efforts for similar projects; (3) methods for incorporating elements of protected species recovery plans into the LTICA habitat enhancement plan, and (4) permitting strategies for the LTICA project.
  - **Hydrologic data:** The County will collect available data on tidal fluctuations, extreme storm events, and channel/navigational information for use in project design.
  - **Geotechnical data:** The development of the plan may require collection of soil profiles in areas where connections to the IRL are proposed (for both ecological and structural aspects of the project).

- D. Development of Conceptual Plan:** The County will develop a conceptual habitat enhancement plan for use in regulatory and stakeholder engagement meetings. This plan will present a formative strategy for the eventual development of the engineered plan, and will be used to solicit input from various entities so that the County can maximize the ecological, recreational, and educational benefits of the project. The conceptual plan will also be useful in evaluating permitting criteria, construction techniques and associated costs, potential monitoring and maintenance costs and logistics, and compatibility with other long-range IRL planning efforts.
- E. Regulatory Engagement:** It is critical to the successful implementation of the project that the final plan receives all required permits for construction in a timely manner. The County will develop a schedule for meeting with regulatory entities who will be involved in project approvals to streamline the eventual permitting process. This engagement will allow the County to incorporate any information provided by these entities into project planning and will allow the County to prepare permitting packages that contain all required information for efficient processing.
- Regulatory engagement will be a key component of project success from the perspective of maximizing the potential ecological value of the LTICA. The County will reach out to experts at the various local, State and federal agencies to solicit input for project planning and design for issues such as water quality, habitat and biodiversity, and sustainability and resiliency.
- F. Stakeholder/Public Engagement:** It is the County's practice to establish a robust public engagement process for large-scale projects such as the LTICA ecological enhancement plan. The Coordination with the general public and special interest groups will occur throughout the project design and engineering process. A schedule of meetings will be established so that the County is receiving input as the design progresses. The engagement of the public into the project serves many beneficial functions: (1) general awareness of the impending project; (2) provides a mechanism for input into the design process; (3) allows the County to disseminate accurate and timely information and directly respond to questions; (4) promotes awareness of issues involving the IRL and allows the County to communicate the scope of on-going efforts for improvement; and (5) encourages active participation in efforts to improve conditions in the IRL.
- G. Design & Engineering:** The design and engineering of the project will be guided by the project objectives listed in Section II. Major elements of the design will include:
- a) Mobilization/demobilization, clean-up and staging
  - b) Exotic species removal (phasing, methods and disposal)
  - c) Construction phasing plan
  - d) Site layout and grading plan (including soil balance assessment)
  - e) Hydrologic analyses
  - f) Erosion control
  - g) Planting plan
  - h) Recreational elements (trails, boardwalks, etc.)
  - i) Notes and specifications
- H. Monitoring and Adaptive Maintenance:** As part of the permitting process it is anticipated that a monitoring and maintenance plan will be required. Carefully planned monitoring plans are key to the successful establishment and long-term viability of created and enhanced communities. Monitoring data will facilitate implementation of corrective measures such as exotics species control, possible re-planting areas, erosion control; provide insight into the effectiveness of water flows and levels based on species composition, substrate conditions and

wildlife use; determine how elevations are affecting diversity and composition; and assess water quality as needed. This monitoring data will be used to document trends and to guide other restoration efforts that the County may implement along the IRL. Data will be available for use by others for research or restoration efforts.

A detailed monitoring plan for the site will be developed as part of the design and engineering process. Baseline monitoring will be conducted prior to project implementation to document site conditions. It is anticipated that long-term proposed monitoring activities may include:

- **Photographic Monitoring:** Establishment of photo stations to document conditions within the wetlands over time.
- **Vegetative Monitoring:** Establishment sampling methods to document diversity and cover within the wetlands and uplands.
- **Hydrologic Monitoring:** Installation of staff gauges as needed to verify water levels during monitoring events and other needed timeframes.
- **Sediment Monitoring:** Inspection of the system to detect any areas of significant erosion that may cause problems in wetland operation. The County may also elect to conduct baseline and periodic benthic analyses to evaluate trends and compare to data from other parts of the IRL.
- **Water Quality Monitoring:** As part of the monitoring of the site, data including temperature, dissolved oxygen, salinity, and pH may be collected. Samples to determine influent and effluent levels of specific nutrients may be included as part of the proposed monitoring to evaluate the level of water quality enhancement provided by flow-way created wetlands that may be incorporated into the project design.
- **Wildlife Assessment:** Collection of observed wildlife species on the LTICA will help guide adaptive management planning efforts. Site management will focus on maximizing potential habitat by incorporating strategies enhance foraging, loafing and breeding opportunities. Monitoring data will be used to further agency efforts detailed within various species recovery plans. To supplement the proposed monitoring plan, an adaptive maintenance plan will be developed for the project.

#### I. **Educational Programming**

As part of the stakeholder engagement process, the County will develop educational information for viewing and distribution at meetings. This information may include educational boards focusing on challenges facing the Lagoon (IRLNEP Vital Signs), and informational materials describing the importance of the LTICA habitat plan, and specific ecological benefits.

## VI. **TASK IDENTIFICATION:**

Task 1: Council's Initial Project Executive Summary sheet:

The County will prepare and submit Council's Initial Project Executive Summary Sheet

Task 2: Procurement of Contractor:

The County will generate a Request for Proposal, advertise, select, and award the project agreement once the contract is executed.

Task 3: Additional Baseline Data Collection:

The county will collect additional data as outlined in Section V.C. above.

Task 4: Development of a Conceptual Plan:

The County will develop a conceptual habitat enhancement plan for use in regulatory and stakeholder engagement meetings. This plan will present a formative strategy for the eventual development of the engineered plan and will be used to solicit input from

various entities so that the County can maximize the ecological, recreational, and educational benefits of the project. The conceptual plan will also be useful in evaluating permitting criteria, construction techniques and associated costs, potential monitoring and maintenance costs and logistics, and compatibility with other long-range IRL planning efforts.

**Task 5: Quarterly Progress Reports and Final Report:**

The County will prepare and submit quarterly progress reports that includes Council's Quarterly Report Summary Cover Page after the first quarter following contract execution and continuing to project completion. These reports will summarize the status of design efforts, as well as providing a description of regulatory and stakeholder meeting completed and include information for any other tasks without a specific deliverable.

The County will also complete 100% of the project and will submit a project final report that includes Council's Final Report Executive Summary Cover Page. The final report will provide copies of the final engineering plans, construction specifications, and anticipated project monitoring and maintenance requirements.

**Task 6: Regulatory Engagement:**

The County will develop a schedule for meeting with regulatory entities who will be involved in project approvals to streamline the eventual permitting process. This engagement will allow the County to incorporate any information provided by these entities into project planning and will allow the County to prepare permitting packages that contain all required information for efficient processing.

**Task 7: Stakeholder/Public Engagement:**

The County will schedule public meetings so that the County is receiving input as the design progresses.

**Task 8: Design and Engineering:**

The County will complete the design and engineering phase of this project by considering the elements outlined in Section V.G. above.

**Task 9: Monitoring and Maintenance Plans:**

At the end of the design and engineering phase, the county will develop a Monitoring and Maintenance Plan that considers the elements outlined in Section V.H. above

**VII. DELIVERABLES AND TIME FRAMES:**

*Task 1: The Council's Initial Project Executive Summary Sheet due October 31, 2019*

*Task 2: Procurement of Contractor. Name of hired contractor to be included in first quarterly progress report due January 31, 2020.*

*Task 3: Additional Baseline Collection. Data collected during this task is to be included in the first quarterly progress report due January 31, 2020.*

*Task 4: Development of a Conceptual Plan. A copy of the Conceptual Plan to be included with the second quarterly report due April 30, 2020.*

*Task 5: Quarterly Progress Reports and Project Final Report. Quarterly Reports are due January 31, 2020, April 30, 2020, and July 31, 2020. The Final Report is due September 30, 2020.*

*Task 6: Regulatory Engagement. Updates related to this task will be included in all the quarterly progress reports.*

*Task 7: Stakeholder/Public Engagement: Updates related to this task will be included in all the quarterly progress reports.*

*Task 8: Design and Engineering: A copy of the final plan will be included in the Final Report due September 30, 2020*

*Task 9: Monitoring and Maintenance Plans: Copies of the final plans will be included in the Final Report due September 30, 2020.*

**VIII. BUDGET**

Task line item	Task Name	IRL Funding Amount	Cost Share Funding Amount	Cost share Funding Source and Type
1	Initial Project Executive Summary Sheet	\$0	\$0	N/A
2	Procurement of Contractor	\$0	\$0	N/A
3	Additional Baseline Collection	\$0	\$60,000 \$3,000	IRC Cash IRC In-Kind
4	Development of Conceptual Plan	\$0	\$4,500 \$800	IRC Cash IRC In-Kind
5	Quarterly Progress Reports and Final Report	\$0	\$600	IRC In-Kind
6	Regulatory Engagement	\$0	\$4,800 \$1,200	IRC Cash IRC In-Kind
7	Stakeholder/Public Engagement	\$0	\$800 \$2,000	IRC Cash IRC In-Kind
8	Design and Engineering	\$65,000	\$102,500 \$3,100	IRC Cash IRC In-Kind
9	Monitoring and Maintenance Plans	\$0	\$1,500	IRC In-Kind
	Summary of Costs	\$65,000	\$184,800	
	<b>Project total:</b>	<b>\$249,800</b>		

**ATTACHMENT - B**

**CONTRACT PAYMENT REQUIREMENTS FOR  
STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State of Florida (State) or Council travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department of Financial Services can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

**ATTACHMENT C — COUNCIL’S SUPPLEMENTAL INSTRUCTIONS (sample)**  
COUNCIL SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: \_\_\_\_\_, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the Council’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: \_\_\_\_\_.

**Contractor’s approval: (choose one of the items below):**

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

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

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

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Council Project Manager

cc: Contract file