PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, March 17, 2023

Hampton Inn & Suites Downtown 611 20th Place Vero Beach (Indian River County), Florida, 32960-5443

Item 1. Call to Order.

Chair Blow will call the meeting to order.

Item 2. Pledge of Allegiance.

Commissioner Boehning will lead the Pledge of Allegiance to the United States of America.

Item 3. Roll Call.

Secretary Boehning will call the roll.

Item 4. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Board to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

- a) Waterway Cleanup Assistance to Keep Jacksonville Beautiful for the Annual Waterway Cleanup Projects in Duval County.
- b) Waterway Cleanup Assistance to Volusia County for the 27th Annual St. Johns River Project in Volusia County.
- c) Waterway Cleanup Assistance to Key Biscayne Community Foundation for the Key Biscayne Neglected Area Cleanup Project in Miami-Dade County.
- d) The City of St. Augustine Small-Scale Derelict Vessel Removal Program Application, St. Johns County, FL.
- e) Miami-Dade County Small-Scale Derelict Vessel Removal Program Application, Miami-Dade County, FL.
- f) Martin County Small-Scale Derelict Vessel Removal Program Application, Martin County, FL.

(Please see back up pages 8-65

RECOMMEND: Approval of the Consent Agenda.

Item 5. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND: Approval of a Final Agenda.

Item 6. Public Comments.

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following Board discussion of that agenda item. Please note: Individuals who have comments concerning a specific agenda item should fill out a speaker card and communicate with staff prior to that agenda item.

Item 7. Board Meeting Minutes.

The minutes of the following meetings are presented for approval.

- January 20, 2023 Finance & Budget Com. Mtg. (Please see back up pages 66-67
- January 20, 2023 Board Meeting (*Please see back up pages 68-77*)

RECOMMEND: <u>Approval of the minutes as presented.</u>

Item 8. Staff Report on Indian River County Area Status and Projects.

Staff will present a report on the District's Indian River County area status and

projects. (Please see back up pages 78-91)

RECOMMEND: (This item is presented for Board review and discussion only.)

Item 9. Comments and Project Status from the U.S. Army Corps of Engineers.

The U.S. Army Corps of Engineers' (USACE) Intracoastal Waterway (IWW) Project Manager, Mr. Eduardo Marin, is scheduled to present an update on projects and activities within the District and provide the District with a request for Work Order funding for essential maintenance dredging of the Intracoastal Waterway (IWW) near Ponce de Leon Inlet.

The USACE has prepared plans and specifications for the maintenance dredging of the IWW in the vicinity of Ponce de Leon Inlet and is preparing to bid the project. In accordance with the Memorandum of Agreement and Contributed Funds Agreement between the USACE and FIND, the USACE is requesting supplemental funding for the completion of this important project.

(Please see back up pages 92-106)

RECOMMEND: Approval of Work Order #56-2023-02 with the U.S. Army Corps of Engineers

to request District funding for required maintenance dredging of the IWW in

the vicinity of Ponce de Leon Inlet, Volusia County, FL.

Item 10. Volusia County Beach Erosion Control District Update.

At the January 2023 Board meeting, staff from the Volusia County Beach Erosion Control District approached the Board for additional beach-quality material from Dredged Material Management Area (DMMA) V-26 (in Edgewater) to be utilized for emergency beach and dune repairs. In 2022, Volusia County beaches were significantly impacted by Hurricanes Ian and Nicole, with both storms causing major erosion to the County's beach and negatively impacting other infrastructure, including waterways.

At that meeting, the County also inquired about material available at Material Storage Area (MSA) 434-S (aka Rattlesnake Island), located near Ponce Inlet. Approximately 650,000 cubic yards of beach compatible material is available to the County that could be placed on the beaches to the north of the inlet. Originally this material was scheduled to be removed in conjunction with the forthcoming Intracoastal Waterway (IWW) maintenance dredging project by the U.S. Army Corps of Engineers (USACE). As previously noted, the offloading of MSA 434-S can be delayed awaiting Volusia County to secure permits and easements for the beaches north of the inlet. However, shoaling along this area of the IWW is becoming critical, and the dredging project cannot be delayed and must move forward.

Staff, Taylor Engineering and FIND counsel have been working on an agreement to allow the County to remove material from MSA 434-S. While details and due diligence will continue as necessary, staff recommends approval of this agreement to allow the County to design, permit and implement the desired project.

(Please see back up pages 107-120)

RECOMMEND: <u>Approval of a Material Removal Agreement with Volusia County for removal</u>

of material from MSA 434-S, Volusia County, FL.

<u>Item 11.</u> Scope of Professional Services and Cost Proposal for the Design and Permitting of Material Storage Area MSA 504-C, Martin County, FL.

Taylor Engineering has prepared a scope of work and fee quote for the design and permitting of the recently acquired/reconfigured Material Storage Area (MSA) 504-C, located near Hobe Sound in south Martin County. With Board approval, the District completed the reconfiguration and partial exchange of this site with the neighboring Loblolly Association. The timing is favorable to move forward with the development of this site, one of the District's identified long-term permanent facilities.

Taylor has provided a thorough and fair cost-plus estimate for this work. With Board approval and completion of this phase, site construction site could begin within two (2) to three (3) years.

(Please see back up pages 121-150)

RECOMMEND: Approval of a scope of professional services and fee quote in the amount of

\$378,569.32 (including \$56,500.00 in sub-consultant fees) from Taylor Engineering for permitting and design of Material Storage Area 504-C, Martin

County, FL.

Meeting Agenda March 17, 2023 Page 4

Item 12. Tallahassee Report.

The District's state governmental relations firm submitted a final status report concerning activity on state issues in 2023 that could be of interest to the District. As of this writing, the State Legislature is scheduled to undertake a special session primarily to address property insurance issues.

(Please see back up pages 151-156)

RECOMMEND: (<u>This item is presented for Board review and discussion only.</u>)

Item 13. Washington D.C. Report and Contract Renewal.

The District's federal governmental relations firm has submitted status reports concerning activity pertaining to the District's federal issues. In addition, the three (3) year contract with the District's federal legislative coordinator, Mr. Jim Davenport with Thorn Run Partners (TRP), LLC., will expire in April of 2023.

Mr. Davenport has performed in an exemplary manner for the District for over 17 years and has assisted in securing over \$55+ million in federal funding for the Intracoastal Waterway during that time. Mr. Davenport has personally spent much of the last few years tracking and initiating potential federal legislative changes that could benefit the District, including the Water Resources Development Act (WRDA), the reauthorization of the Magnuson-Stevens Act and the Coast Guard bill.

At the March 20, 2020, FIND Commission meeting, the Board approved a three (3) year contract with Mr. Davenport of TRP. That contract expires on April 30, 2023. Mr. Davenport is amendable to continuing the relationship with FIND at his current contractual price (\$9,000/month).

Staff is recommending continuing the District's successful working relationship with Mr. Davenport by approving a 3-year contract with no additional increase in price during that time.

(Please see back up pages 157-161)

RECOMMEND:

Approval of a proposed three (3) year agreement at the contractual amount of \$9,000/month with Mr. Jim Davenport of Thorn Run partners, LLC for federal professional legislative services.

Item 14. Office Update.

The current District office at 1314 Marcinski Road was constructed in 1987. The original configuration was developed for two staff members and included a space for meetings for the eleven (11) Board members. Over the years the office was adopted to accommodate up to six (6) staff members, and provide working areas for large maps, copiers, file cabinets, etc.

The office has not been updated since its original construction. It is in need of (at minimum): a new roof; new windows; updated lighting; updated electrical and communications, new flooring and air conditioning units (2), and general space configuration. With the digitization of most of the District's paper records, numerous file cabinets have been placed in storage, freeing up space to construct a proper area for servers for a needed office network, as well as a small break room.

Meeting Agenda March 17, 2023 Page 5

Item 14. (cont.)

The only way to properly conduct this renovation would be to temporarily relocate staff and perform the necessary improvements while the building is unoccupied. The Bureau of Land Management (BLM) has office space available near the historic Jupiter Lighthouse. These former Coast Guard quarters are in need of minor improvements to allow them to be useable. The BLM has proposed to allow FIND to utilize one of these buildings in return for building improvements, in lieu of lease payments.

(Please see back up pages 162-172

RECOMMEND:

Approval of a provisional lease agreement with the Bureau of Land Management for temporary office space during renovation of the District office.

Item 15. Additional Staff Comments and Additional Agenda Items.

- Time & Location AED interviews TBA
- Grant applications due 4:30pm Monday March 27, 2023

Item 16. Additional Commissioners Comments.

Item 17. Adjournment.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PRELIMINARY CONSENT AGENDA

FLORIDA INLAND NAVIGATION DISTRICT **Board of Commissioners Meeting**

9:00 a.m., Friday, March 17, 2023

Hampton Inn & Suites Downtown 611 20th Place Vero Beach (Indian River County), Florida, 32960-5443

Waterway Cleanup Assistance to Keep Jacksonville Beautiful for the Annual Item a. Waterway Cleanup Projects in Duval County.

Keep Jacksonville Beautiful has submitted a request for its Annual Waterway Cleanup Projects in Duval County. The District has funded this cleanup for 13 years and it has been very successful. The request is for \$5,000. The proposal is consistent with the District's program rules.

(Please see back up pages 8-14)

RECOMMEND: Approval of the request from Keep Jacksonville Beautiful for assistance with the

2023 Waterway Cleanup Projects in Duval County in an amount not to exceed \$5,000.

Item b. Waterway Cleanup Assistance to Volusia County for the 27th Annual St. Johns River **Project in Volusia County.**

Volusia County has submitted a request for its 27th Annual St. Johns River Waterway Cleanup Projects in Volusia County. The District has funded this cleanup for many years, and it has been very successful. The request is for \$5,000. The proposal is consistent with the District's program rules.

(Please see back up pages 15-17)

Approval of the request from Volusia County for assistance with the 2023 St. Johns RECOMMEND:

River Waterway Cleanup Project in Volusia County in an amount not to exceed \$5,000.

Item c. Waterway Cleanup Assistance to Key Biscayne Community Foundation for the Key Biscayne Neglected Area Cleanup Project in Miami-Dade County.

Key Biscayne Community Foundation has submitted a request for its Key Biscayne Neglected Area Cleanup Project in Miami-Dade County. Last year the District funded the Key Biscayne Community Foundation's first Key Biscayne Neglected Area Cleanup event. The event was a huge success and the Foundation plans to make this an ongoing project. The request is for \$5,000 for FY 2022-2023. The proposal is consistent with the District's program rules.

(Please see back up pages 18-24)

RECOMMEND: Approval of the request from Key Biscayne Community Foundation for assistance

with the Key Biscayne Neglected Area Cleanup Project in Miami-Dade County in an

amount not to exceed \$5,000.00.

Item d. The City of St. Augustine Small-Scale Derelict Vessel Removal Program Application, St. Johns County, FL.

The City of St. Augustine has submitted a funding assistance request for the removal of four (4) derelict vessels located on the District's waterways within St. Johns County. The total project cost is estimated to be \$16,675.00. Consistent with Rule 66B-2.015, Small-Scale Derelict Vessel Removal Projects, the project is eligible for up to 75% District funding reimbursement. The City of St. Augustine is requesting \$12,506.25 (75%) District funding reimbursement.

(Please see back up pages 25-35)

RECOMMEND: Approval of the City of St. Augustine request for up to \$12,506.25 cost-share through

the District's Small-Scale Derelict Vessel Removal Projects program, St. Johns County,

FL.

<u>Item e.</u> Miami-Dade County Small-Scale Derelict Vessel Removal Program Application, Miami-Dade County, FL.

Miami-Dade County has submitted a funding assistance request for the removal of twelve (12) derelict vessels located on the District's waterways within Miami-Dade County. The total project cost is estimated to be \$84,375.00 Consistent with Rule 66B-2.015, Small-Scale Derelict Vessel Removal Projects, the project is eligible for up to 75% District funding reimbursement. The County is requesting \$63,281.25 (75%) District funding reimbursement.

(Please see back up pages 36-52)

RECOMMEND: Approval of Miami-Dade County request for up to \$63,281.25 cost-share through the

District's Small-Scale Derelict Vessel Removal Projects program, Miami-Dade

County, FL.

<u>Item f.</u> Martin County Small-Scale Derelict Vessel Removal Program Application, Martin County, FL.

Martin County has submitted a funding assistance request for the removal of eleven (11) derelict vessels located on the District's waterways within Martin County. The total project cost is estimated to be \$41,990.00 Consistent with Rule 66B-2.015, Small-Scale Derelict Vessel Removal Projects, the project is eligible for up to 75% District funding reimbursement. Martin County is requesting \$31,492.50 (75%) District funding reimbursement.

(Please see back up pages 53-65)

RECOMMEND: Approval of the Martin County request for up to \$31,492.50 cost-share through the

District's Small-Scale Derelict Vessel Removal Projects program, Martin County,

FL.



Keep Jacksonville Beautiful Commission

Katie Blandford Chair Melody Shacter Vice Chair

Members Chris Buckley Katie Blandford Lauren Christiansen Daniel Cobb **Harrison Conyers** John Drayton Voncea Fuller Justin Gearhart Lisa Grubba Jenna Kobischen Hon. Jim Love Kimberly Miller Hon. Joyce Morgan Cindy Pearson Brian Pavek Hon. Harry Reagan James Richardson Juanita Senior Alicia Smith Alexander Traversa

Executive Coordinator Daniel Durbec January 24, 2023

Ms. Janet Zimmerman Florida Inland Navigation District 1314 Marcinski Road Jupiter, Florida 33477

Dear Ms. Zimmerman:

Thank you for allowing Keep Jacksonville Beautiful and the City of Jacksonville to apply for financial assistance for the organized removal of refuse within the District's waterways in Duval County.

This year marks the 13th year that KJB has partnered with the Florida Inland Navigation District (F.I.N.D.) in our cleanup efforts of the St. Johns River, Intracoastal Waterway, the Atlantic Ocean and local creeks and tributaries.

F.I.N.D's financial support in 2023 will help us to continue our work. Last year, we were able to host several water-related cleanups, including:

- * The St. Johns River Celebration Cleanup on March 19 in which 402 volunteers turned out to donate 1,514 volunteer hours and collect 4 tons of debris.
- * The annual July 5th beach cleanup in which 229 volunteers spent 458 hours of to pick up 229 bags of trash from Atlantic, Neptune and Jacksonville beaches.
- * The International Coastal Cleanup on September 17. Some 523 volunteers turned out to donate 1,098 hours to pick up 4.08 tons of waterborne debris.

Your generous support will allow us to continue these activities. Attached for your approval is a list of cleanups and proposed locations we have scheduled and a budget outlining expenditures for the use of District funds.

We are grateful for the District's continued support and look forward to working together in the future.

Sincerely,

Daniel Durbec

Jacks Onville Where Florida Begins.

Clean It Up, Green It Up, Keep Jacksonville Beautiful 214 N. Hogan St. Suite 5000, Jacksonville, Florida 32220 Telephone: (904) 255-8276 Web: www.coj.net

March 18, 2023 St. Johns River Celebration Cleanup & September 16, 2023 International Coastal Cleanup Sites

Beach Boulevard—Oceanfront

Atlantic Boulevard—Oceanfront

16th Avenue South—Oceanfront

Blue Cypress Park—Riverfront

Burnett Park--Creek front

Castaway Island Preserve—Intracoastal

County Boat Dock—Riverfront

Exchange Club Island—Riverfront

Fishweir Creek--Creek front

Ft. Caroline National Memorial Park—Riverfront

Goodby's Creek--Riverfront

Helen Cooper Floyd (Little Jetties)-Riverfront

Hogan Creek--Creek front

Hollybrook Park—Creek front

Intracoastal Waterway Boat Ramp--Intracoastal

Hollybrook Park—Creek front

Huguenot Memorial Park—Riverfront

Intracoastal Waterway Park—Intracoastal Waterway

Jim King Park & Boat Ramp at Sisters Creek—River/creek front

Joe Carlucci Boat Ramp—Riverfront

Kathryn Abbey Hanna Park--Oceanfront

Klutho Park—Tributary/Creek front

Little Talbot State Park-Riverfront

Mike McCue Park & Boat Ramp—Intracoastal Waterway

Mandarin Park/Mandarin Boat Ramp—Creek front

Northbank River Walk—Riverfront

Northshore Park—Riverfront

Pottsburg Creek—Creek front

Reddie Point Preserve—Riverfront

River Oaks Park/Craigs Creek—Creek front

Riverview Community Senior Center & Park—Riverfront

Tillie Fowler Regional Park

Walter Jones Park—Riverfront

Additional sites will be identified and added.

Proposed Budget St. Johns River Celebration Cleanup, March 18, 2023 & International/Florida Coastal Cleanup Sept. 16, 2023

January 24, 2023 Expenses

• Supplies: Trash bags (for volunteers)

\$ 5,000

Total Estimated Expenses Grant funds:

\$5,000 Grant funding

(To satisfy Florida Inland Navigation District Requirements)

• Advertising/Marketing & Educational Awareness City of Jacksonville:

Fliers will be disseminated via email and social media.

F.I.N.D. will be recognized on City website, in social media, at a year-end recognition event and in City media releases.

F.I.N.D. will be recognized in the annual litter report to the City Council.

Est. city cost: Based on SJRC & ICC cleanup numbers

Estimated debris pick up and disposal cost: \$300 City of Jax. KJB

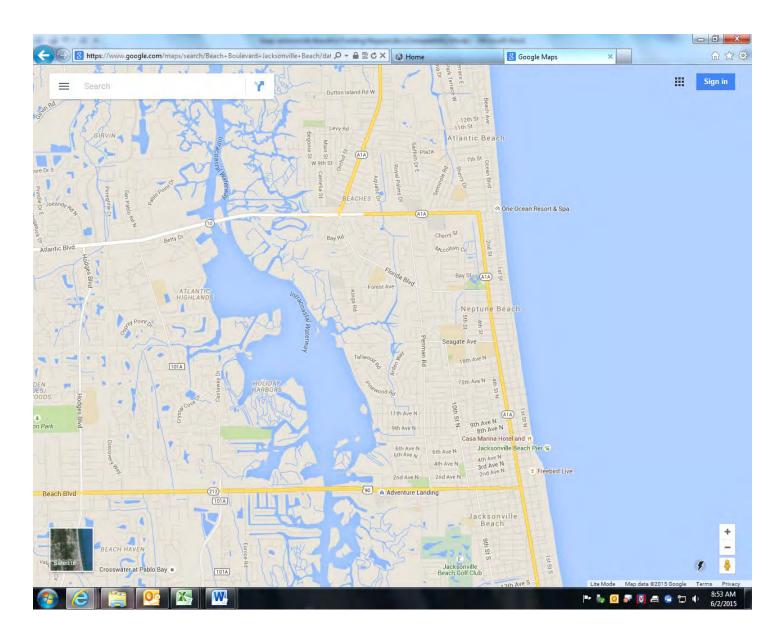
Supplies purchased with grant funds will be used for cleanups throughout the year.

Total, including estimated city cost

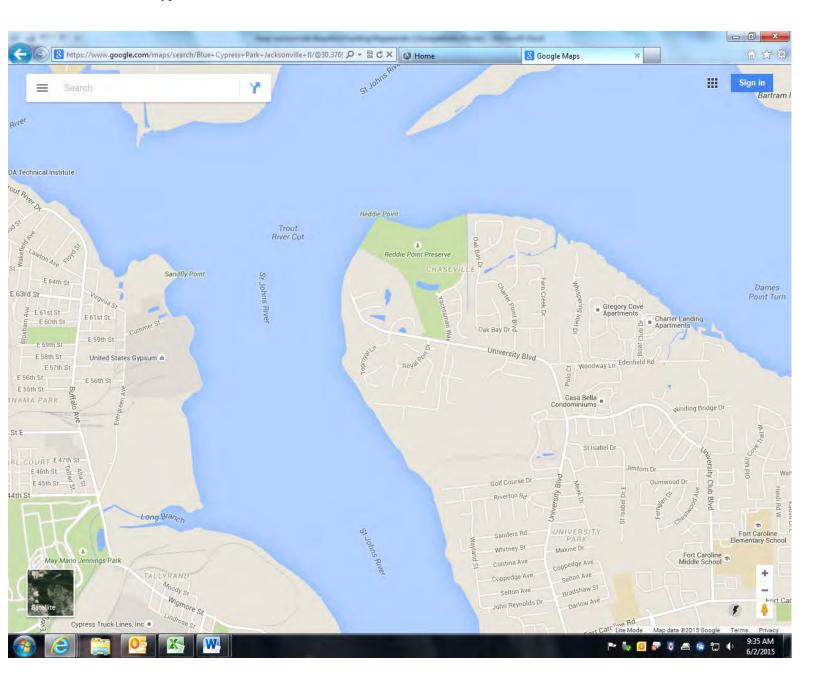
\$5,300

Maps of Cleanup Locations (Additional maps available upon request)

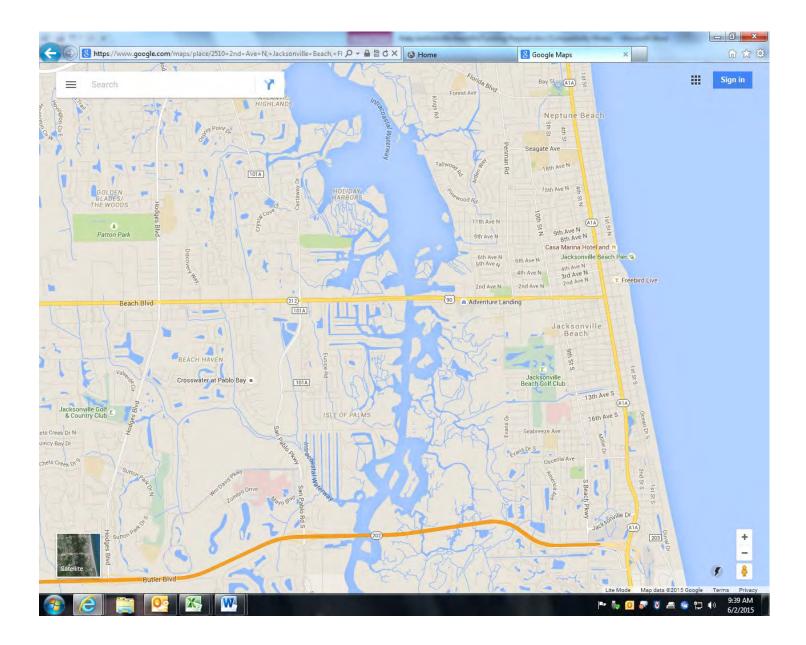
Beach Boulevard—Oceanfront Atlantic Boulevard—Oceanfront 16th Avenue South—Oceanfront



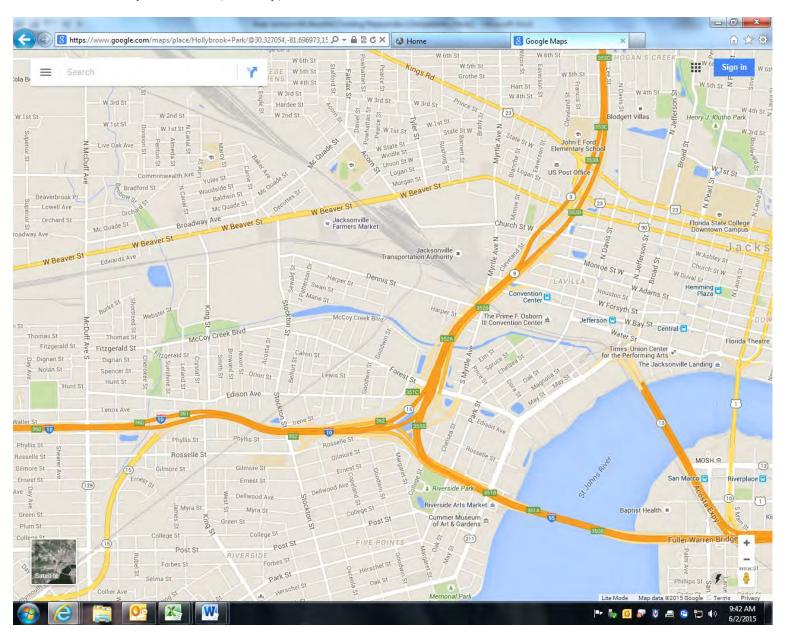
Blue Cypress Park/Reddie Point



Intracoastal Waterway



Holly Brook Park (Tributary)





Growth and Resource Management Department Environmental Management

123 West Indiana Avenue ● Room 202 ● DeLand, FL. 32720 Phone (386) 736-5927 ● Fax (386) 740-5193 www.volusia.org

January 13, 2023

Mr. Mark Crosley Executive Director Florida Inland Navigation District 1314 Marcinski Road Jupiter, FL 33477

Dear Mr. Crosley,

Attached for the Governing Board's consideration is a request for Waterway Cleanup Assistance funding for the 27th Annual St. Johns River Cleanup to be held on April 22, 2023.

The St. Johns River Cleanup site locations for 2023 are:

- Nine Mile Point Park, at the West end of Nine Mile Point Road, Pierson
- Shell Harbor, 1800 Shell Harbor Road, Pierson
- DeLeon Springs State Park, 601 Burst Park Road, DeLeon Springs
- Ed Stone Park, 2990 W. State Road 44, DeLand
- Lake Beresford Park, 2100 Fatio Road, Deland
- French Avenue boat launch / Starks Landing, Orange City
- Lake Monroe Park, 975 S. U.S. 17-92, DeBary
- Lemon Bluff boat ramp, 907 Lemon Bluff Rd., Osteen

The Governing Board has generously supported the work of Volusia County historically, and this request would continue that valued tradition. Environmental Management is honored to sponsor this funding request and would administer the grant monies according to program guidelines. Please see the attached documents and let me know if any other information is needed. I can be reached directly at (386)736-5927 ex 12074 or smcculloch@volusia.org.

Sincerely,

Sondra McCulloch
SJR Cleanup Coordinator

EXHIBIT A

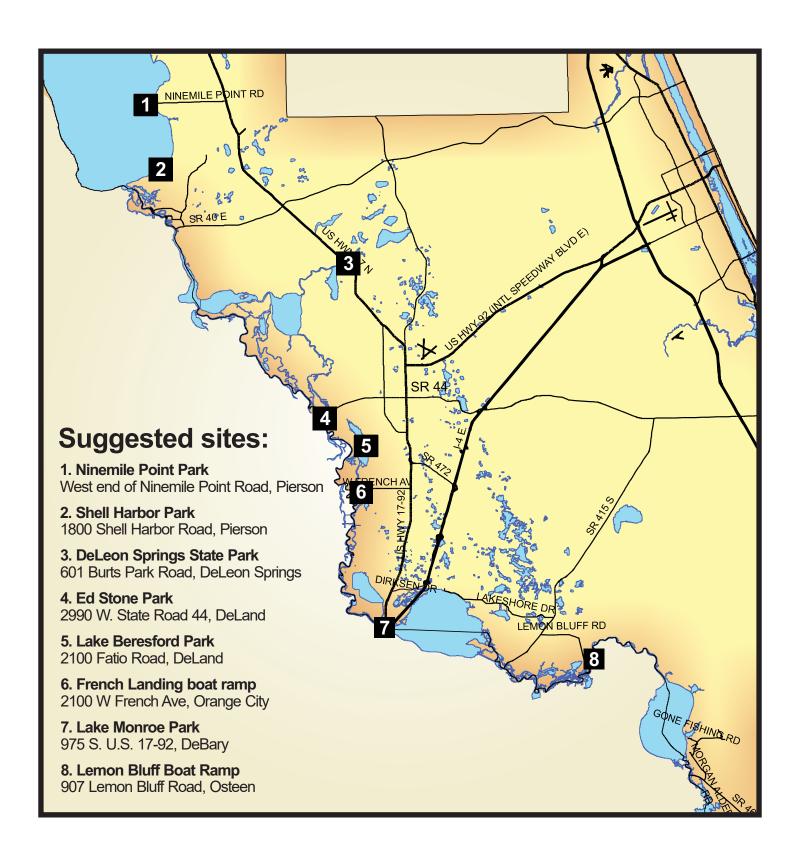
Florida Inland Navigation District Waterway Clean-up Assistance Program

Project Cost Estimate

Project Title: 27th Annual St. Johns River Clean-up, April 22, 2023

Applicant: Volusia County Environmental Management

Expenditures:		Estimated	<u>Applicant</u>	<u>FIND</u>
Staff Mileage		\$250.00	\$250.00	
Staff Time		\$500.00	\$500.00	
Posters		\$45.00	\$0.00	\$45.00
Office Supplies		\$300.00	\$300.00	
Clean Up Supplies		\$155.00	\$0.00	\$155.00
Promotional Items		\$4,800.00	\$0.00	\$4,800.00
	Total Expenses	\$6,050.00	\$1,050.00	\$5,000.00





February 20, 2023

Janet Zimmerman, Assistant Executive Director Florida Inland Navigation District 1314 Marcinski Road Jupiter, FL 33477

RE: Request for Sponsorship Funding for Multiple Cleanups on Key Biscayne

Dear Ms. Zimmerman:

In 2022 and the beginning of 2023, the Key Biscayne Citizen Science Project (CSP), part of the Key Biscayne Community Foundation (KBCF), performed its first "Neglected Areas Cleanups" along the Biscayne Bay side of Key Biscayne. During this series of cleanup events, we concentrated primarily on mangroves as the most important neglected areas to clean. This series was extremely successful and popular, and we hope to continue and expand these events to have an even larger impact in cleaning areas of Key Biscayne and also other parts of the Greater Miami Area. We appreciate the support of the Florida Inland Navigation District (FIND) and very much look forward to partnering with FIND again for this expanded endeavor.

As a barrier island, currents within the surrounding waterways and ocean directly affect Key Biscayne, and many types of pollution accumulate in various parts of the Key, detrimentally affecting the fragile and unique local ecosystems. KBCF plans to sponsor a series of ten cleanup events, five per year, of *neglected* areas – in particular mangroves, which are important for maintaining water quality – through CSP and partnering with other organizations on Key Biscayne including Friends of Cape Florida (FCF); FillABag (FAB); and Miami-Dade Parks, Recreation, and Open Spaces Department (Miami EcoAdventures). Our first 5 cleanups from September 2022 to January 2023 collected almost 2 tons of pollution and had over 180 volunteers!

Our areas of focus will include mangroves in Crandon Park, No Name Harbor (connected to Biscayne Bay) in Bill Baggs State Park, mangroves near the Key Biscayne Yacht Club, shoreline/mangroves around the Masha Flats, Pelican Harbor, West Point Preserve, The Barnacle, Matheson Hammock, and Crocodile Lake (see attached maps). We have a few alternative sites also if we have time to schedule extra cleanups. We plan to have a series of ten cleanup events, one per month from September 2023 to January 2024, and September 2024 to January 2025 (exact dates TBD and will be communicated to FIND). Dates may be rescheduled due to inclement weather or other conflicts. Supervision of each event will be shared between each of the partners involved. The events will enlist help from members of the public and community partners who share the ultimate goal of protecting our natural resources and understand the importance of protecting our waterways.

We respectfully request FIND to provide 2 years of support totaling \$10,000 (\$5,000/year) for our 2023-24 and 2024-25 cleanup events of neglected areas of Key Biscayne and the Greater Miami Area. FIND's financial support will be allocated to our keepsake t-shirts for participants and \$1,000/year for event insurance. Participants from the previous year were very excited to receive both keepsake t-shirts and bags! In return for sponsorship, FIND's logo will be included in all advertising materials and on the t-shirts given to volunteers.

KBCF appreciates FIND's dedication to protecting our waterways and local environment, and we thank you for your consideration in providing financial support for our 2023-24 and 2024-25 cleanup events. If you have any questions, please feel free to contact me at (305) 361-2770 or at rumya@keybiscaynefoundation.org.

Best Regards,

Rumva Sundaram

Program Manager, Key Biscayne Citizen Science Project



Budget for 2023 Key Biscayne Neglected Area Cleanups:

Expense (x40 participants)	Cost per cleanup event	Total cost for 10 events	
Reusable Gloves	N/A	\$500.00	
Industrial Trash Bags	\$45.00	\$450.00	
Trash Pickers	N/A	\$250.00	
Reef Safe Sunscreen	\$50.00	\$500.00	
Snacks for Participants	\$45.00	\$450.00	
Keepsake T-shirts	\$800.00	\$8,000.00	
Insect Repellent	N/A	\$100.00	
Marketing	\$50.00	\$500.00	
Other	\$100.00	\$1,000.00	
Event Insurance	<mark>N/A</mark>	\$2,000.00	
	TOTAL	\$13,750.00	

Clean up areas:

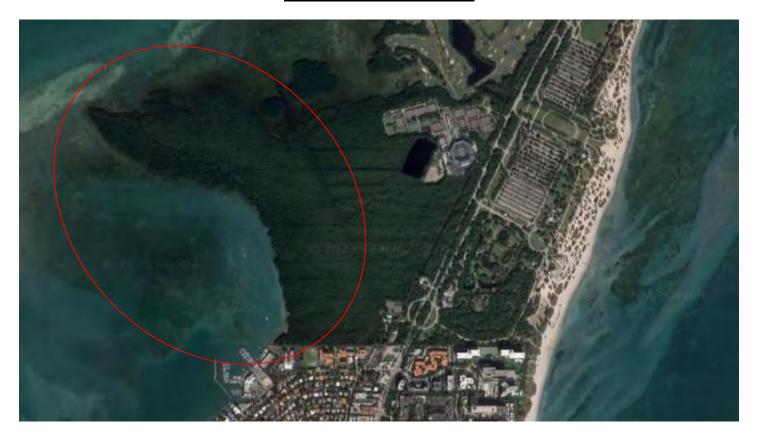
CRANDON PARK



240 Crandon Boulevard • Suite 108 • Key Biscayne • Florida • 33149 info@keybiscaynefoundation.org • 305.361.2770 • www.keybiscaynefoundation.org



WEST POINT PRESERVE



THE BARNACLE



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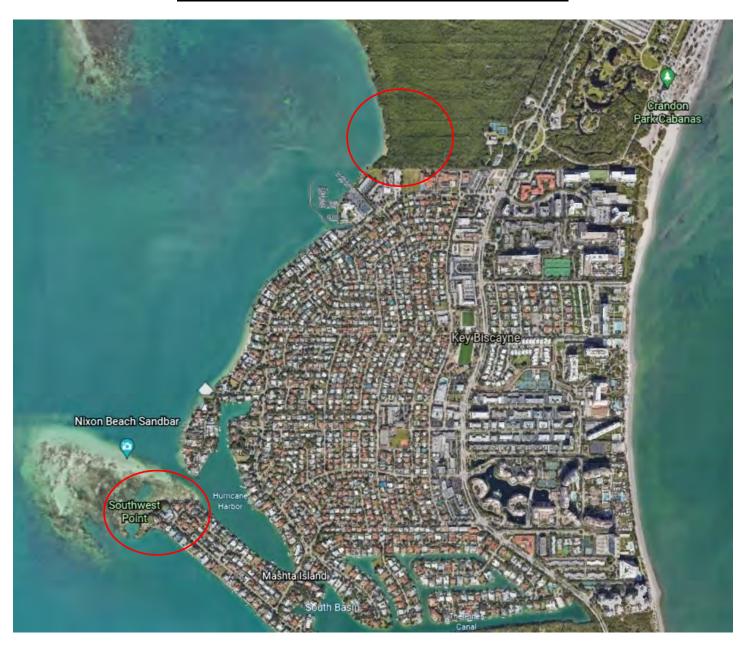


BILL BAGGS STATE PARK





MASHTA FLATS and KEY BISCAYNE YACHT CLUB

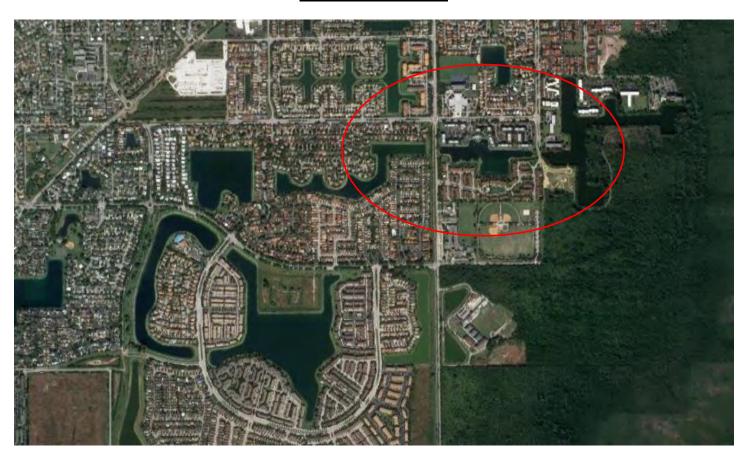




MATHESON HAMMOCK



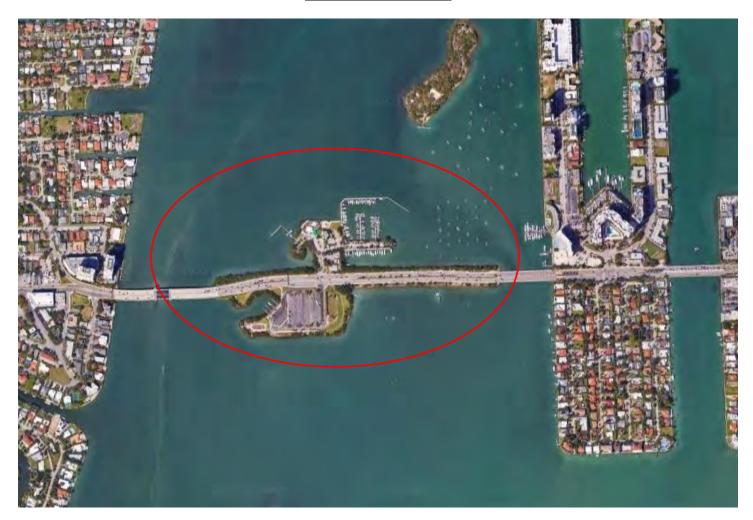
CROCODILE LAKE



240 Crandon Boulevard • Suite 108 • Key Biscayne • Florida • 33149 info@keybiscaynefoundation.org • 305.361.2770 • www.keybiscaynefoundation.org



PELICAN HARBOR



Possible alternative sites:

- Royal Yacht Harbor (private site)
- Chapman Field
- LaSalle (private site)
- Ransom Everglades

ATTACHMENT A

FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

Applicant: City of St. Augustine	
Project Title: COSA Small- Scale Derelica	t Vessel Removal FY 2023-02
Contact Person: Eric Walters	
Title: Grants Administrative Coordinate	or .
Address: PO Box 210	
St. Augustine, Florida	Zip Code: _32085-0210
(004)000 4000	Fax:(904) 825-0210
Email: ewalters@citystaug.com	
Total Estimated Costs to removal all vesse % of total cost:, Please complete removed, in addition to a contractor bid Amount and Source of Applicants Matchi	
Have all vessels been identified by the Flo applicable marine law enforcement agency	orida Fish & Wildlife Conservation Commission (FFWCC) (or other y) as derelict? Yes If not, explain:
Have all necessary permits and or approva	als been approved for the removal of the derelict vessels? Yes
If not, please explain:	
I hereby certify that the information pr SIGNATURE:	ovided in this application is true and accurate. DATE: 2/2//23

Form No. 05-01 New 04-24-06

EXHIBIT A

FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

PROJECT COST ESTIMATE (See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

APPLICANT:	City of St Augustine
PROJECT:	COSA Small-Scale Derelict Vessel Removal

VESSEL LOCATION AND IDENTIFICATION: See attached COSA Derelict Vessel Documentation

Project Elements (Please list the project cost elements and provide a general cost break out for each one.)	Quantity Estimated Cost (Number or cost per vessel)	Applicant's Cost	FIND Cost
22' Columbia Sailboat Vessel Towing: \$5,850 Haul Out, Transport to WTTF: \$850 Demolition: \$600 Tipping Fees: \$250	\$7,550.00	\$1,887.50	\$5,662.50
29' Grampian Vessel Towing: \$1,075 Haul Out, Transport to WTTF:\$850 Demolition: \$700 Tipping Fees: \$450	\$3,075.00	\$768.75	\$2,306.25
22' Sail Boat Little Beach Vessel Towing: \$1,200 Haul Out, Transport to WTTF: \$600 Demolition: \$600 Tipping Fees: \$250	\$2,650.00	\$662.50	\$1,987.50
26' Northstar Vessel Vessel Towing: \$1,300 Haul Out,Transport to WTTF:\$850 Demolition: \$750 Tipping Fees: \$500	\$3,400.00	\$850.00	\$2,550.00

** TOTALS = \$16,675.00 \$4,168.75 \$12,506.25

Form No. 01-06 (New 04-24-06)

ATTACHMENT C Small-Scale Derelict Vessel Removal Projects Funding Policy (Rule 66B-2.015)

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

- (1) Application Procedure Applications shall be submitted on a completed FIND Form No. 05-01 (effective date 04-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.
- (2) The District shall only fund applicants that have identified derelict vessels to be removed and have an outstanding bid for removal for such vessels, subject to eligibility under these program rules.
- (3) The program must be sponsored by an eligible government agency or not-for profit organization.
- (4) District funding shall be limited to \$50,000 per county, per year, provided on a reimbursement basis only.
- (5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.
- (6) The derelict vessel must be located in, the District's waterways, as defined in subsection 66B-2.003(28) "Waterways".
- (7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.
- (8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.
- (9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.
- (10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.
- (11) The District Board shall make all final decisions concerning the provision of funding for this program.

Vessel #1

22' Columbia Sailboat

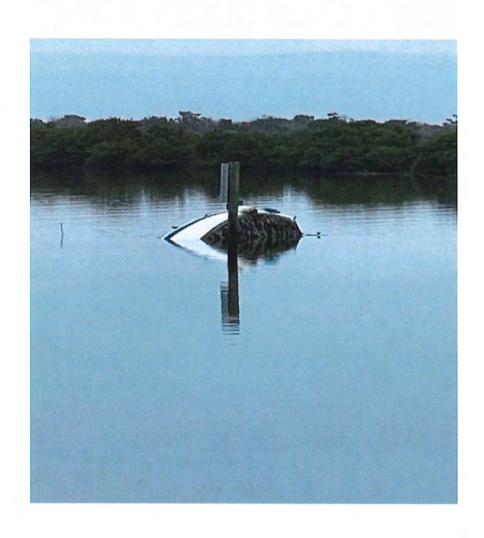
Vessel Name: Unknown

Make: Columbia

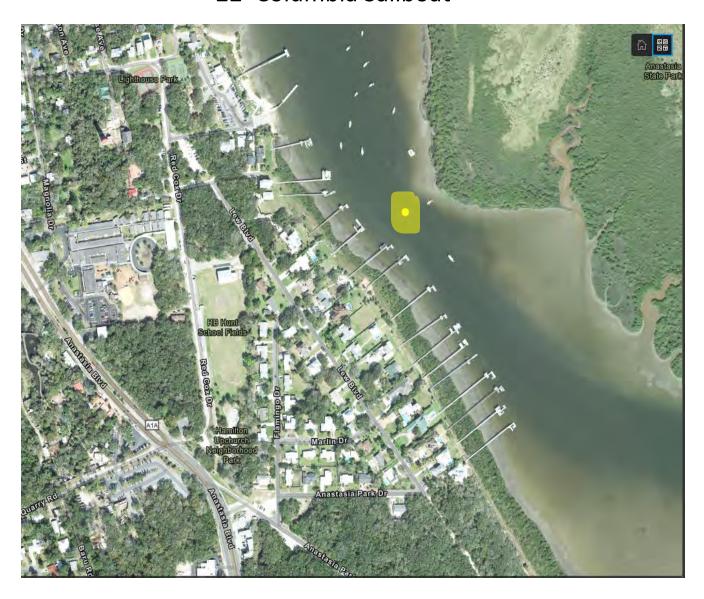
HIN: NV2045KX

Removal Authorization #SJSO22CAD268183

Coordinates: N 29.88450 W -81.28352



22' Columbia Sailboat



Vessel #2

29' Grampian

Vessel Name: Unknown

Make: Grampian

HIN: G30197

Removal Authorization #SAPD22OFF002784

Coordinates: N 29.87305 W -81.30154



29' Grampian



Vessel #3

22' Sailboat "Little Beach"

Vessel Name: Unknown

Make: N/A

HIN: N/A

Removal Authorization #SAPD23OFF000267

Coordinates: N 29 5320.90 W 81 1725.87



22' SailBoat "Little Beach"



Vessel #4

26' NorthStar Vessel

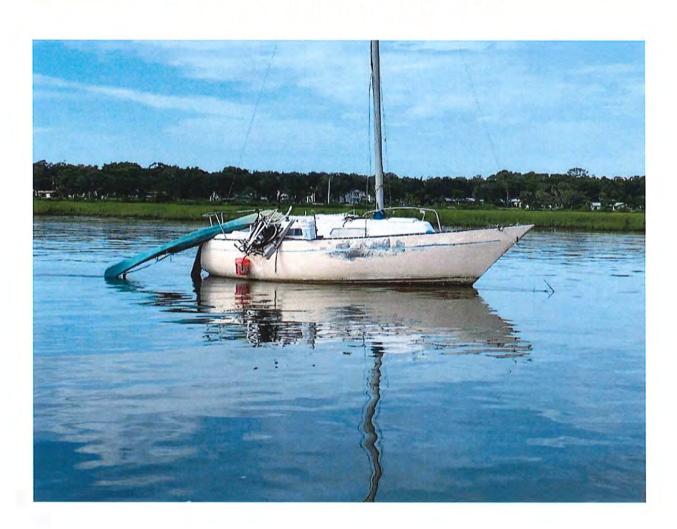
Vessel Name: Unknown

Make: NorthStar

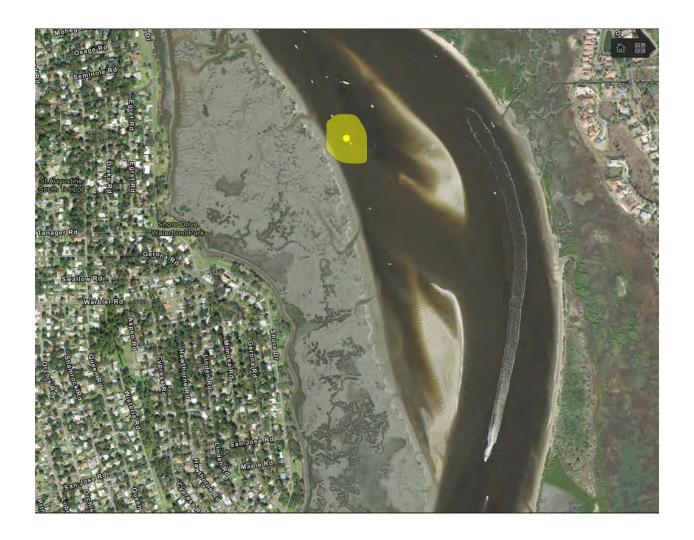
HIN: ZNS600470474

Removal Authorization #FWC22ON0076777

Coordinates: N 29 50.7982 W 81 18.2825



26' NorthStar Vessel



Department of Regulatory and Economic Resources



Environmental Resources Management Restoration and Enhancement Section 701 NW 1st Court 5th Floor Miami, Florida 33136-3912

miamidade.gov

February 22, 2023

Mr. Mark Crosley, Executive Director Florida Inland Navigation District (FIND) 1314 Marcinski Road Jupiter, FL 33477-9427

Re: FIND Small-Scale Derelict Vessel Removal Program Application Fiscal Year 2022-2023 - Miami-Dade County

Dear Mr. Crosley:

Please find the accompanying completed Small-Scale Derelict Vessel Removal Program Application submitted on behalf of Miami-Dade County through its Department of Regulatory and Economic Resources' Division of Environmental Resources Management (DERM). The County is applying for funding to offset the costs for the removal and disposal of twelve (12) derelict vessels located in the District's waterways within Miami-Dade County. The vessels were / are all located in Biscayne Bay, ranging from approximately one third of a mile to two miles of the Intracoastal Waterway. Each vessel represents(ed) a hazard to navigation and/or the environment.

Nine of the vessels have been removed and disposed of to date (seven in October, 2022, and two in January, 2023) and three are scheduled to be removed in the coming weeks. The total contracted cost for this work is approximately \$84,375.00. We are requesting that FIND fund \$63,281.25, or 75 percent, of these costs. The remaining \$21,093.75 in contracted costs will be met using approximately \$15,093.75 in funds from Miami-Dade County's Biscayne Bay Environmental Enhancement Trust Fund and approximately \$6,000.00 in funding to be reimbursed to the County by Florida Fish & Wildlife Conservation Commission Grant No. 22042. Please note that the contracted costs are based on the lowest bids received from pre-qualified vendors via competitive bidding processes. Additionally, all costs related to management and oversight of the project are borne by Miami-Dade County and are not included in the contracted costs.

In addition to the required Attachments A and B of the application, enclosed are photos of each of the twelve derelict vessels prior to removal, aerial photo maps showing the vessels' locations, and tally sheets of the contractors' bids. We respectfully request that this application be considered at the next scheduled meeting of the FIND Commission.

Thank you very much for your assistance and for this funding opportunity. If you have any questions or require any additional information, please do not hesitate to contact me at (305) 372-6581 or at john.ricisak@miamidade.gov.

Sincerely,

- Duties

John Ricisak, Project Supervisor Restoration & Enhancement Section

Attachment: FY22-23 Small-Scale Derelict Vessel Removal Grant Application

Cc: Spencer Crowley

ATTACHMENT A

FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

Applicant: Miami-Dade County through the Department of Regulatory & Economic Resources - Division of Environmental Resources Management (DERM)
Project Title: Biscayne Bay Derelict Vessel Removal & Disposal
Contact Person: John Ricisak
Title: Environmental Resources Project Supervisor
Address: 701 NW 1 Court – 5 th Floor West
Miami, Florida Zip Code: 33136
Telephone: <u>305-487-2612 (cell – preferred)</u> Fax: <u>305-372-6479</u>
Email: john.ricisak@miamidade.gov
Number of Vessels and waterway locations: <u>A total of twelve (12) vessels all located in Biscayne Bay within the vicinity of Dinner Key, Pelican Harbor, Miami Beach, and Convoy & Turkey Points (See attached vessel photographs and location maps).</u>
Vessel Distance from the Intracoastal Waterway: <u>Approximately one-third mile to 2 miles.</u>
Total Estimated Costs to remove all vessels: \$84,375.00 FIND Funding Requested: \$63,281.25 % of total cost: 75%. (See attached Form # 01-06 listing each vessel removed and attached contractor bid tall sheets) Amount and Source of Applicants Matching Funds: Matching funds of \$15,093.75 provided from Miami-Dad County's Biscayne Bay Environmental Enhancement Trust Fund and \$6,000.00 from Florida Fish & Wildlife Conservation Commission (FWC) Grant No. 22042.
Other (non-FIND) Assistance applied for (name of program and amount) $\underline{N/A}$
Have all vessels been identified by the Florida Fish & Wildlife Conservation Commission (FWC) (or other applicable marine law enforcement agency) as derelict? Yes. All vessels have been documented by FWC, the City of Miami Police Department – Marine Patrol Unit, or NPS law enforcement.
Have all necessary permits and or approvals been approved for the removal of the derelict vessels? Yes.
If not, please explain: N/A.
I hereby certify that the information provided in this application is true and accurate.
SIGNATURE: DATE:

ATTACHMENT B

FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

PROJECT COST ESTIMATE (See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

APPLICANT: Miami-Dade County

PROJECT: Biscayne Bay Derelict Vessel Removal & Disposal – 2022-23

VESSEL LOCATION AND IDENTIFICATION: See attached.

Project Elements	Vessel Cost	Applicant's Cost	FIND Cost
Removal and disposal of twelve derelict vessels		''	
between approximately 15 and 38 feet in length			
1 – FWC22ON0034446 ~33' sailboat	\$5,775.00		
2 – FWC22ON0054531 ~35' sailboat	\$6,125.00		
3 – CMPD220307-0016383 ~27' sailboat	\$4,725.00		
4 – CMPD220307-0016408 ~23.5' sailboat	\$4,025.00		
5 - CMPD220307-0016485 ~25' sailboat	\$4,375.00		
6 - CMPD220805-0054746 ~27' powerboat	\$4,725.00		
7 - DERMDV22-03 ~15.33' powerboat	\$2,625.00		
8 - FWCS-21-OFF-29963 ~36' powerboat	\$10,500.00		
9 - FWC22ON0100516 ~38' powerboat	\$16,000.00		
10 – FWC22ON0100544 ~36' powerboat	\$10,500.00		
11- Migrant Chug 23-01 ~20' powerboat	\$7,000.00		
12- Migrant Chug 23-02 ~25' powerboat	\$8,000.00		

** TOTALS = \$84,375.00 \$21,093.75 \$63,281.25

Form No. 01-06 (New 04-24-06)

ATTACHMENT C Small-Scale Derelict Vessel Removal Projects Funding Policy (Rule 66B-2.015)

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

- (1) Application Procedure Applications shall be submitted on a completed FIND Form No. 05-01 (effective date 04-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.
- (2) The District shall only fund applicants that have identified derelict vessels to be removed and have an outstanding bid for removal for such vessels, subject to eligibility under these program rules.
- (3) The program must be sponsored by an eligible government agency or not-for profit organization.
- (4) District funding shall be limited to \$75,000 per county, per year, provided on a reimbursement basis only.
- (5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.
- (6) The derelict vessel must be located in, the District's waterways, as defined in subsection 66B-2.003(28) "Waterways".
- (7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.
- (8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.
- (9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.
- (10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.
- (11) The District Board shall make all final decisions concerning the provision of funding for this program.

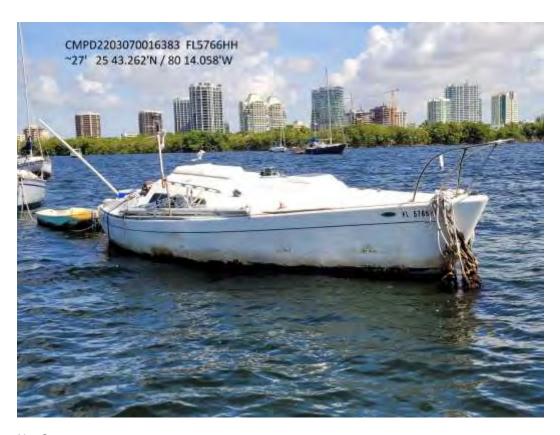


No. 1



No. 2

F.I.N.D. FY22-23 Small-Scale Derelict Vessel Removal Grant
Miami-Dade County – Application No. 1



No. 3



No. 4

F.I.N.D. FY22-23 Small-Scale Derelict Vessel Removal Grant

Miami-Dade County – Application No. 1



No. 5



No. 6
F.I.N.D. FY22-23 Small-Scale Derelict Vessel Removal Grant
Miami-Dade County – Application No. 1



No. 7



No. 8
F.I.N.D. FY22-23 Small-Scale Derelict Vessel Removal Grant
Miami-Dade County – Application No. 1



No. 9



No. 10 F.I.N.D. FY22-23 Small-Scale Derelict Vessel Removal Grant

Miami-Dade County – Application No. 1

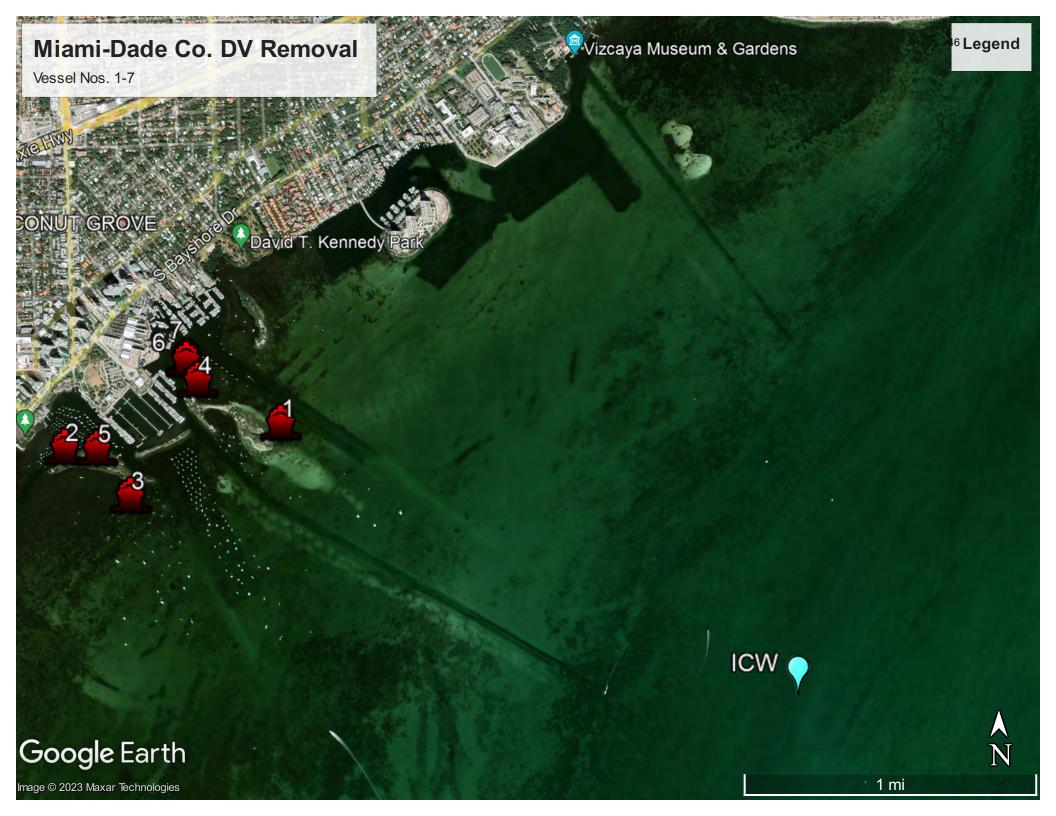


No. 11



No. 12

F.I.N.D. FY22-23 Small-Scale Derelict Vessel Removal Grant
Miami-Dade County – Application No. 1



TALLY SHEET

Solicitation Number: DINNER KEY

Summary Description: DERELICT VESSEL REMOVAL

Solicitation Opening/ Closing Date: 9/6/22 - 9/12/22

Prepared by: Verified by:

Note: When all prices are entered, highlight low priced vendor in yellow (and if applicable, green for secondary, blue for tertiary)

			BISCAYNE TOWING		KEARNS CONSTRUCTION					
Vendor Na	ame:									
Is the bid i	responsive (if no, state reason bel	ow):	X Yes	No	X Yes	No	X Yes	No	X Yes	No
Indicate D	BD certification:		No		No		Yes		No	
Registered	d vendor (yes/ no):		Yes		Yes		Yes		Yes	
	t vendor (yes/no):									
	eadquartered		Yes		Yes		Yes		Yes	
	dor (yes/no, if yes, indicate county	,	Yes		Yes		Yes		Yes	
	eing procured per current solicitati		Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
Item no.	Description	Quantity	Price	Price	Price	Price	Price	Price	Price	Price
	FWC22ON0034446, 33FT,									
	FIBERGLASS		A A.							
1	TWICE ON OR A PART OF THE	1	\$5,775.00	\$ 5,775.00	\$ 9,000.00	\$ 9,000.00				
	FWC22ON0054531, 35FT,									
2	FIBERGLASS	1	\$ 6,125.00	\$ 6,125.00	\$ 9,000.00	\$ 9,000.00				
	CMPD2203070016383, 27FT,									
3	FIBERGLASS	1	\$ 4,725.00	\$ 4,725.00	\$ 3,000.00	\$ 3,000.00				
	CMPD2203070016408, 23FT,		,							
4	FIBERGLASS	1	\$ 4,025.00	\$ 4.025.00	\$ 3,000.00	\$ 3,000.00				
7	CMPD2203070016485, 25FT,	•	Ψ 4,025.00	Ψ 4,023.00	ψ 3,000.00	\$ 3,000.00				
_	FIBERGLASS									
5		1	\$ 4,375.00	\$ 4,375.00	\$ 5,000.00	\$ 5,000.00				
	CMPD2208040054746, 27FT,									
6	FIBERGLASS	1	\$ 4,725.00	\$ 4,725.00	\$ 5,000.00	\$ 5,000.00				
	DERMDV22-003, 15FT,									
7	FIBERGLASS	1	\$ 2,625.00	\$ 2,625.00	\$ 3,000.00	\$ 3,000.00				
			,							
Subtotal				\$ 32,375.00		\$ 37,000.00				
Evaluatio	n adjustment 10% local preference	е		\$ 29,137.50		\$ 33,300.00				
Evaluation	n adjustment 5% locally headquar	tered		\$ 27,518.75		\$ 31,450.00				
	stment 10%									
Total eval	uated price:			\$ 27,518.75		\$31,450.00				
Optional It	tems (not included in evaluated pri	ice)								
Identify No	on-responsive vendors and reasor	1:								

 $\overline{\rm RFQ}$ SENT TO ALL THE VENDORS ON THE DERELICT VESSEL REMOVAL CONTRACT, 2 RESPONDED WITH BIDS, BOTH LOCAL AND LOCALLY HQ





TALLY SHEET

DV POWER BOATS VENETIAN CAUSEWAY DERELICT VESSEL REMOVAL Solicitation Number:

Summary Description:

Solicitation Opening/ Closing Date: 12/16/22 - 12/22/22

Prepared by: Verified by:

Note: When all prices are entered, highlight low priced vendor in yellow (and if applicable, green for secondary, blue for tertiary)

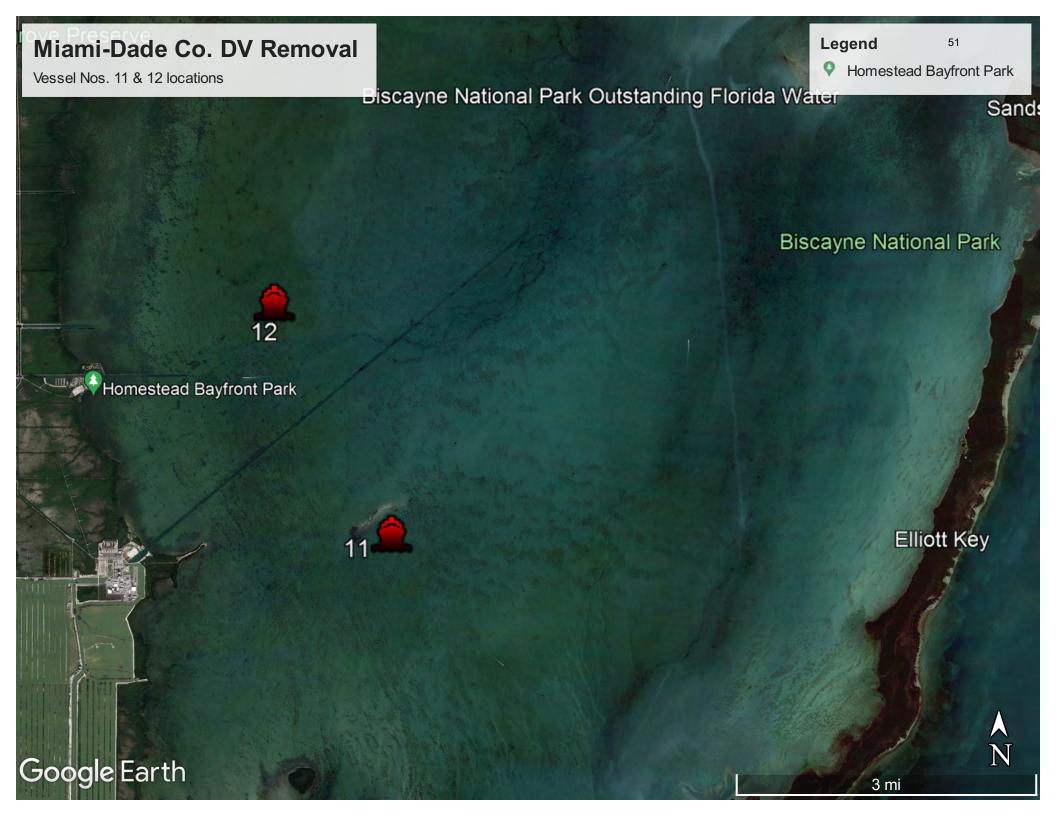
			KEA	ARNS						
Indicate DI Registered Incumbent Locally He	responsive (if no, state reason belo BD certification: d vendor (yes/ no): vendor (yes/no): adquartered	,	X Yes No Yes Yes	No	X Yes No Yes Yes Yes	No	X Yes No Yes Yes Yes		X Yes No Yes Yes Yes	No
	dor (yes/no, if yes, indicate county): eing procured per current solicitatio		Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
Item no.	Description	Quantity	Price	Price	Price	Price	Price	Price	Price	Price
1	FWCS-21-OFF-29963, 36FT, FIBERGLASS	1	\$10,500.00	\$ 10,500.00						
2	FWC22ON-0100516, 38FT, FIBERGLASS	1	\$ 16,000.00	\$ 16,000.00						
3	FWC22ON-0100544, 36FT, FIBERGLASS	1	\$ 10,500.00	\$ 10,500.00						
4										
5										
Subtotal				\$ 37,000.00						
Evaluation	n adjustment 10% local preference	•								
Evaluation	n adjustment 5% locally headquarte	ered								
SBE adjus	tment 10%									
Total evalu	uated price:			\$ 37,000.00						

Optional Items (not included in evaluated price)

Identify Non-responsive vendors and reason:

RFQ SENT TO ALL THE VENDORS ON THE DERELICT VESSEL REMOVAL CONT! TRACT ONLY 1 VENDOR RESPONDED

WITH A BID



TALLY SHEET

Solicitation Number: MIGRANT CHUGS

Summary Description: DERELICT VESSEL REMOVAL

Solicitation Opening/ Closing Date: 1/12/23 - 1/17/23

Identify Non-responsive vendors and reason:

Prepared by: Verified by:

Note: When all prices are entered, highlight low priced vendor in yellow (and if applicable, green for secondary, blue for tertiary)

			BLUE WAT	ER MARINE	KEARNS CON	STRUCTION				
Indicate DI Registered Incumbent Locally He	ame: responsive (if no, state reason bel BD certification: d vendor (yes/ no): vendor (yes/no): radquartered dor (yes/no, if yes, indicate county	,	X Yes No Yes Yes Yes		X Yes No Yes Yes Yes	No	X Yes Yes Yes Yes Yes	No	X Yes No Yes Yes Yes	No
	eing procured per current solicitati		Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
Item no.	Description	Quantity	Price	Price	Price	Price	Price	Price	Price	Price
1	CHUG 23-1, 20FT, METAL/WOOD	1	\$7,000.00	\$ 7,000.00	\$ 8,375.00	\$ 8,375.00				
2	CHUG 23-2, 25FT, METAL/WOOD	1	\$ 8,000.00	\$ 8,000.00	\$ 8,375.00	\$ 8,375.00				
3										
4										
5										
Subtotal				\$ 15,000.00		\$ 16,750.00				
Evaluation	n adjustment 10% local preference	е								
SBE adjus	n adjustment 5% locally headquar htment 10%	tered								
	uated price:			\$ 15,000.00		\$16,750.00				
Optional It	optional Items (not included in evaluated price)									

BEST AND FINAL SENT TO THE TWO LOW BIDDERS, BLUE WATER MARINE CAME IN THE LOWEST

ATTACHMENT A

FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

Applicant: Martin County Board of County Commissioners
Project Title: 2022-23 Martin County Derelict Vessel Removal Program
Contact Person: Andrew S. Bruhn
Title: Martin County Building Interim Director
Address: 2401 SE Monterey Road
Stuart, FL Zip Code: 34996
Telephone: 772-260-1039 Fax: 772-419-6927
Email: abruhn@martin.fl.us
Number of Vessels and waterway locations: <u>Eleven (11) See Exhibit A</u> (Please include pictures and map locations on a separate worksheet)
Vessel Distance from the Intracoastal Waterway See GPS Locations
Total Estimated Costs to removal all vessels: \$ 41,990.00; FIND Funding Requested: \$ _31,492.50 % of total cost: 75% Please complete and attach a cost estimate sheet (Form # 01-06) for each vessel to be removed, in addition to a contractor bid sheet)
Amount and Source of Applicants Matching Funds: \$ 10,497.50
Other (non-FIND) Assistance applied for (name of program and amount) N/A
Have all vessels been identified by the Florida Fish & Wildlife Conservation Commission (FFWCC) (or other applicable marine law enforcement agency) as derelict? YES If not, explain:
Have all necessary permits and or approvals been approved for the removal of the derelict vessels? YES
If not, please explain:
I hereby certify that the information provided in this application is true and accurate.
SIGNATURE: $\frac{1}{2}$ DATE: $\frac{3}{2}$ $\frac{2023}{2}$

ATTACHMENT B

FLORIDA INLAND NAVIGATION DISTRICT SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION

PROJECT COST ESTIMATE (See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

v	Elements	Quantity Estimated	Applicant's Cost	FIND Cost
PROJECT: VESSEL LOCATI	****	unty Derelict Vessel Removal ICATION: Eleven (11) See		
APPLICANT:	Martin County Boa	rd of County Commissioners		_

Project Elements	Quantity Estimated	Applicant's Cost	FIND Cost
(Please list the project cost elements and provide a general cost break out for each one.)	Cost	m41 000 00	P21 402 50
provide a general cost break out for each one.	(Number or cost per vessel see attached DV spreadsheet	\$41,990.00	\$31,492.50
	Exhibit A, 11 vessels total		
	with GPS locations.)		
•			
			n north annual a

** TOTALS = \$ 41,990.00 \$ 41,990.00 \$ 31,492.50

Form No. 01-06 (New 04-24-06)

ATTACHMENT C Small-Scale Derelict Vessel Removal Projects Funding Policy (Rule 66B-2.015)

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

- (1) Application Procedure Applications shall be submitted on a completed FIND Form No. 05-01 (effective date 04-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.
- (2) The District shall only fund applicants that have identified derelict vessels to be removed and have an outstanding bid for removal for such vessels, subject to eligibility under these program rules.
- (3) The program must be sponsored by an eligible government agency or not-for profit organization.
- (4) District funding shall be limited to \$50,000 per county, per year, provided on a reimbursement basis only.
- (5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.
- (6) The derelict vessel must be located in, the District's waterways, as defined in subsection 66B-2.003(28) "Waterways".
- (7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.
- (8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.
- (9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.
- (10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.
- (11) The District Board shall make all final decisions concerning the provision of funding for this program.

ENF2022110220 Derelict 30' Fiberglass		w	ENF2022100642 Derelict 24' Fiberglass	_		ENF2022100381 Derelict 27' Fiberglass	٠,	•	
Sailboat	Cruiser	Sailboat	Sailboat	Cruiser	Sailboat	Sailboat	Pontoon	Houseboat	
Destroyed	Destroyed	Destroyed	Destroyed	Destroyed	Destroyed	Destroyed	Destroyed	Destroyed	
\$4,300.00	\$4,300.00	\$3,895.00	\$3,490.00	\$4,030.00	\$4,030.00	\$3,895.00	\$2,230.00	\$4,300.00	
\$3,225.00	\$3,225.00	\$2,921.25	\$2,617.50	\$3,022.50	\$3,022.50	\$2,921.25	\$1,672.50	\$3,225.00	
27.11.159 080.16.072/Pendarvis	27.15.111 080.13.520/JB Causeway	27.06.606 080.08.372/ICW	27.8.941 080.11.701/M.Pocket	27.8.830 080.11.755/M.Pocket	27.8.830 080.11.757/M.Pocket	27.8.941 080.11.755/M.Pocket	27.11.362 08016.315/Pendarvis	27.11.357 080.16.318/Pendarvis	
	30' Fiberglass Sailboat Destroyed \$4,300.00 \$3,225.00	30' Fiberglass Cruiser Destroyed \$4,300.00 \$3,225.00 30' Fiberglass Sailboat Destroyed \$4,300.00 \$3,225.00	27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 30' Fiberglass Cruiser Destroyed \$4,300.00 \$3,225.00 30' Fiberglass Sailboat Destroyed \$4,300.00 \$3,225.00	24'FiberglassSailboatDestroyed\$3,490.00\$2,617.5027'FiberglassSailboatDestroyed\$3,895.00\$2,921.2530'FiberglassCruiserDestroyed\$4,300.00\$3,225.0030'FiberglassSailboatDestroyed\$4,300.00\$3,225.00	28' Fiberglass Cruiser Destroyed \$4,030.00 \$3,022.50 24' Fiberglass Sailboat Destroyed \$3,490.00 \$2,617.50 27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 30' Fiberglass Cruiser Destroyed \$4,300.00 \$3,225.00 30' Fiberglass Sailboat Destroyed \$4,300.00 \$3,225.00	28' Fiberglass Sailboat Destroyed \$4,030.00 \$3,022.50 28' Fiberglass Cruiser Destroyed \$4,030.00 \$3,022.50 24' Fiberglass Sailboat Destroyed \$3,490.00 \$2,617.50 27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 30' Fiberglass Cruiser Destroyed \$4,300.00 \$3,225.00 30' Fiberglass Sailboat Destroyed \$4,300.00 \$3,225.00	27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 28' Fiberglass Sailboat Destroyed \$4,030.00 \$3,022.50 28' Fiberglass Cruiser Destroyed \$4,030.00 \$3,022.50 24' Fiberglass Sailboat Destroyed \$3,490.00 \$2,617.50 27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 30' Fiberglass Cruiser Destroyed \$4,300.00 \$3,225.00 30' Fiberglass Sailboat Destroyed \$4,300.00 \$3,225.00	18' Alumínum Pontoon Destroyed \$2,230.00 \$1,672.50 27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 28' Fiberglass Sailboat Destroyed \$4,030.00 \$3,022.50 28' Fiberglass Cruiser Destroyed \$4,030.00 \$3,022.50 24' Fiberglass Sailboat Destroyed \$3,490.00 \$2,617.50 27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 30' Fiberglass Cruiser Destroyed \$4,300.00 \$3,225.00 30' Fiberglass Sailboat Destroyed \$4,300.00 \$3,225.00	30' Fiberglass Houseboat Destroyed \$4,300.00 \$3,225.00 18' Aluminum Pontoon Destroyed \$2,230.00 \$1,672.50 27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 28' Fiberglass Sailboat Destroyed \$4,030.00 \$3,022.50 24' Fiberglass Sailboat Destroyed \$3,490.00 \$2,617.50 27' Fiberglass Sailboat Destroyed \$3,895.00 \$2,921.25 30' Fiberglass Cruiser Destroyed \$4,300.00 \$3,225.00 30' Fiberglass Sailboat Destroyed \$4,300.00 \$3,225.00



















MINUTES OF THE

FLORIDA INLAND NAVIGATION DISTRICT

Finance and Budget Committee Meeting

8:45 a.m., Friday, January 20, 2023

Renaissance St. Augustine Historic Downtown Hotel 6 West Castillo Drive St. Augustine (St Johns County), FL 32084-3299

ITEM 1. Call to Order.

Committee Chair Gernert called the meeting to order at 8:45 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Chair Blow and Commissioners Gernert, Davenport, and Sansom were present. Commissioner Boehning was absent. Also in attendance was Executive Director Mark Crosley.

ITEM 3. Additions or Deletions.

Commissioner Gernert asked if there were any additions or deletions to the meeting agenda. There were none.

ITEM 4. Public Comments.

Commissioner Gernert asked if there were any public comments. There were none.

ITEM 5. Financial Statements for November 2022.

Mr. Crosley presented the District's Financial Statements for November 2022. He noted that this is the second fiscal month of the year and the District is starting to receive tax collections, primarily through November-December. He noted that the collections go to the Seacoast National Account, shown on page 3, and then Mr. Glenn Scambler distributes to other accounts for better rates or longer-term. He noted that there are three accounts coming to term next month and Mr. Scambler is doing a great job shopping rates.

Commissioner Davenport motioned to approve the financial statements for November 2022. Chair Blow seconded the motion. All were in favor and the motion passed unanimously.

ITEM 6. November 2022 Budget Summary and Project Status Expenditure Reports.

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for October and November 2022. He stated that on page 19 are the actual year-todate expenditures from October 1. Page 20 shows one of the final construction payments for BV-11 in November.

ITEM 7. Delegation of Authority Report.

Mr. Crosley presented the Executive Director's Delegation of Authority Report.

On page 25 are the specific projects listing that Mr. Ian Eyeington is working on and doing a great job. There was a also a change order at SJ-14 for a problematic pipe. Staff is working through solutions. He also noted that Ms. Zimmerman's computer died and the District's IT replaced it and did a great job.

ITEM 8. Additional Agenda Items or Staff Comments.

Commissioner Gernert asked if there were any additional agenda items or staff comments. There were none.

ITEM 9. Additional Commissioners Comments.

Commissioner Gernert asked if there were any additional Commissioner comments. There were none.

Commissioner Gernert took a moment to recognize staff and their hard work.

ITEM 10. Adjournment.

(SEAL)

Commissioner Gernert stated that hearing no further business, the meeting was adjourned at 9:02 am.

		Frank Gernert, Committee Chair
Attest:	Stephen Boehning, Secretary	

MINUTES OF THE

FLORIDA INLAND NAVIGATION DISTRICT

Board of Commissioners Meeting

9:00 a.m., Friday, January 20, 2023

Renaissance St. Augustine Historic Downtown Hotel 6 West Castillo Drive St. Augustine (St Johns County), FL 32084-3299

ITEM 1. Call to Order.

Chair Blow called the meeting to order at 9:10 a.m.

ITEM 2. Pledge of Allegiance.

Chair Blow led the Pledge of Allegiance to the Flag of the United States of America.

ITEM 3. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Chair Blow, Vice Chair Crowley, and Commissioners Gernert, Cuozzo, Isiminger, Davenport, Stapleford, Sansom and Williams were present. Commissioners O'Steen and Boehning were absent. Ms. Zimmerman stated a quorum was present. Also in attendance were Executive Director Mark Crosley, Mr. Eduardo Marin of USACE, Attorney Peter Breton, Ms. Jessica Fentress of Volusia County, Mr. Jerry Scarborough of Taylor Engineering, Mr. Jim Marino of Taylor Engineering, Dr. James R. Houston of USACE, and Krista Joseph of Volusia County.

ITEM 4. Consent Agenda.

Chair Blow asked if there were any additions or deletions to the consent agenda. There were none. Commissioner Davenport motioned to approve the agenda. Commissioner Williams seconded the motion. All were in favor and the motion passed unanimously.

ITEM 5. Additions or Deletions.

There were no additions or deletions to the agenda. Mr. Crosley stated that additional information was passed out regarding Items 9 and 12. Commissioner Gernert motioned to approve the agenda as presented. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 6. Public Comments.

St. Johns County Commissioner Krista Joseph thanked the Board for meeting in St. Johns County and gave a brief background of her history in the county.

ITEM 7. Board Meeting Minutes.

Mr. Crosley presented the minutes of the November 18, 2022, Personnel Committee Meeting; the November 18, 2022, Finance and Budget Committee Meeting; the November 18, 2022, Board Meeting; the December 9, 2022, Finance and Budget Committee Meeting; and the December 9, 2022, Board Meeting.

Commissioner Isiminger noted that on page 11 of the agenda minutes, it should be corrected to add in that Commissioner Isiminger did not vote due to conflict of interest for consistency purposes.

Commissioner Stapleford noted that for Item 21, he did not oppose the salary range, he disagreed, but voted for it.

Commissioner Davenport motioned to approve the minutes as amended. Commissioner Isiminger seconded the motion. All were in favor and the motion passed unanimously.

ITEM 8. Staff Report on St. Johns County Area Projects.

Mr. Crosley reviewed the status report beginning on page 36 of the agenda.

The Commissioners discussed the derelict vessel program and the state's derelict vessel program.

Vice Chair Crowley noted that while state funding can be 100%, the state makes the local governments do more work finding the owner, so more paperwork is involved using FWC as opposed to FIND's program.

Chair Blow noted that Sheriff Underwood took the county judges on a tour of the waterway and showed them the problems and violations first hand.

ITEM 9. Comments and Project Status from the U.S. Army Corps of Engineers.

Mr. Eduardo Marin, the IWW Project Manager with the U.S. Army Corps of Engineers (USACE), stated that DMMA O-23 construction is in progress. He noted that work on the dike lifts is at approximately 64%, drainage blanket at 70%, and perimeter ditch at 40%. Earthwork for pond 1 is complete while pond 3 is 75% complete and pond 4 is 90% complete.

He noted that USACE revised a pre-paid work order and redirected surplus funding from the 2021 IWW Palm Valley North and 2022 IWW Palm Valley South projects to construction contract modifications of DMMA O-23. USACE received a proposal from the DMMA O-23 contractor that replaces the stormwater control structures at the Martin County Business Park. This modification is necessary to maintain proper stormwater drainage as per SFWMD ERP permit. The contractor proposal is \$812,973.69. USACE is requesting that the surplus funds be approved to fund up to the contractor's proposal. After negotiations unutilized funds will be returned to FIND.

Commissioner Isiminger asked if Taylor Engineering is involved in this project. Mr. Scarborough stated that Taylor did design for stormwater improvements. He noted that the downtime seems excessive, and Taylor is hoping that USACE can negotiate it down considerably.

Mr. Crosley noted that the existing business park had existing stormwater tied in to the DMMA O-23, affecting the construction of the DMMA. Commissioner Isiminger asked if Taylor will be involved in negotiations. Mr. Marin stated he will meet with the field office to find out who is authorized to be in negotiations. Mr. Crosley suggested the USACE should conduct the initial negotiations, and come back to the District with a number.

Commissioner Stapleford asked if USACE expected more than the President's expected \$4M in funding, and if any of those funds would be available for emergency use? Mr. Marin noted that USACE did receive that funding, as well as an additional congressional add of \$2M. There is also expressed capability for supplemental funding. He noted that USACE has approximately \$6.23M for FY23 for the IWW, with the potential for more work if approved.

Commissioner Davenport motioned to approve the work order to re-allocate up to \$813,000 in District funding to the IWW Palm Valley South maintenance dredging project. Commissioner Gernert seconded the motion. All were in favor and the motion passed unanimously.

Mr. Marin stated that USACE awarded a contract for Palm Valley South on January 12 to Southwind for \$4.5M.

Mr. Marin stated that Volusia County is in the process of collecting additional geotechnical borings for cuts V-36 to V-40. The USACE received a permit modification from FDEP but they did not address any comments with respect to conditions. The USACE notified FDEP and is in the process of issuing another modification to include comments into those conditions. The USACE is expecting a corrected modification soon and is still on schedule.

Mr. Marin noted that in Nassau County, the Sawpit dredging project is moving forward. A new survey was completed following the hurricane to confirm the beach disposal plan. Mr. Marin stated they expect to award 25 of September with a November/December timeframe to begin.

Mr. Marin stated that for Matanzas Inlet, plans and specs are scheduled to kick off on January 12. The FDEP permit, as well as all environmental and geotechnical investigations, are valid. Extensive coordination will be needed between the USACE and St. Johns County given the conditions at Summer Haven.

The Commissioners discussed the option of returning about \$3M in contributed funds to the District to potentially earn interest. Mr. Crosley noted that USACE is returning \$2M to the District, and it would be best to let them keep some funds for project flexibility.

Commissioner Sansom motioned to approve requesting the money back from USACE. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 10. Presentation on Sea Level Rise and Implications for Coastal Management in Florida.

Dr. James R. Houston, a noted researcher with the U.S. Army Corps of Engineers, spoke to the Board about sea level rise and possible implications for the Florida coast.

The Commissioners discussed the presentation, beach nourishment, tides, seawall heights, and other issues pertaining to sea level rise.

ITEM 11. Volusia County Beach Erosion Control District Update.

Ms. Jessica Fentress of Volusia County gave a brief overview to the Board.

In 2022, Volusia County beaches were significantly impacted by Hurricanes Ian and Nicole. Both storms caused major erosion to the County's beach and negatively impacted other infrastructure, including waterways.

County staff contacted FIND staff to investigate possible material (sand) sources for both emergency and long-term beach and dune restoration. In December, FIND staff approved a Material Removal Agreement with the County for up to 100,000 cubic yards of material to be withdrawn from Dredged Material Management Area (DMMA) V-26 in Edgewater and trucked to eroded beaches. Part of this agreement includes the County's effort to relocate approximately one-half of the existing gopher tortoises on site (i.e those within the material removal area). The County is requesting that the Board approve an agreement for removal of the remainder of the material (up to 250,000 cubic yards).

The County has also expressed an interest in working with FIND and the State of Florida to offload Material Storage Area (MSA) 434-S (aka Rattlesnake Island) near Ponce de Leon Inlet. Approximately 650,000 cubic yards of beach compatible material would be pumped from the island to the beaches north of the inlet. Originally this material was scheduled to be removed in conjunction with the forthcoming Intracoastal Waterway (IWW) maintenance dredging project by the U.S. Army Corps of Engineers (USACE). However, while the offloading of the island can be delayed, awaiting Volusia County to secure permits and easements for the beaches north of the inlet, the dredging project cannot be delayed and must move forward.

Commissioner Davenport motioned to approve the removal of additional material from DMMA V-26. Commissioner Stapleford seconded the motion. All were in favor and the motion passed unanimously.

Mr. Crosley noted that USACE is working on maintenance dredging for the IWW and the Volusia Inlet. The County asked to delay the IWW and Inlet project. Mr. Crosley noted that there is no agreement yet with the County to accept the sand.

Ms. Fentress noted that Volusia County is asking for favorable feedback from FIND to engage Taylor Engineering to put together construction documents to gather permits for the offloading of MSA-434S. A concurrence from the Board will allow the County to move forward with Taylor. Mr. Crosley stated that if there are no costs to the District, the Board can approve now, but if there is any cost to FIND, it will need to be revisited by the Board.

Commissioner Davenport motioned to approve giving additional material to the County with no additional cost to FIND. Commissioner Sansom seconded the motion. All were in favor and the motion passed unanimously.

Vice Chair Crowley asked to make sure that staff and Mr. Breton include a "break it, fix it" clause to the agreement. Chair Blow requested that if the County receives a deal to get the project done cheaper, to come back to FIND to discuss.

Ms. Fentress noted that the County has set up meetings with USACE to discuss future plans and actions. Mr. Crosley noted there is a dire need for dredging at this location, and suggested that USACE move forward to keep the IWW open.

Mr. Crosley asked about implications if the project is delayed? Mr. Marin stated that the biggest issue is citizen complaints regarding the shoaling and fears that funding may be questioned if delayed.

Mr. Milan Mora with USACE stated that if sand is put on the beach, there will be a delay as the funds were received for navigational purposes. There is an expedited need to dredge. He noted that it is significantly more expensive to put material on beach as opposed to nearshore.

Chair Blow suggested reviewing in 30 days to see the status on permits and easements.

<u>ITEM 12.</u> Update and review of the pipeline replacement project at Dredged Material Management Area SJ-14, St. Johns County, FL.

The ongoing repairs of the pipeline at Dredged Material Management Area (DMMA) SJ-14 is uncovering additional concerns with pipe integrity. There are observed failures (primarily pipe spalling) at a minimum of three (3) junction boxes, which could allow for the escape of decanted water from the DMMA. Repair estimates are currently being developed but are not expected to exceed \$100,000.00. The District has funding in the budget. It is recommended that the Board approve this item at this time to avoid delays or dismissal of the forthcoming U.S. Army Corps of Engineers (USACE) maintenance dredging project for Palm Valley South.

Commissioner Davenport motioned to approve up to and not exceed \$100,000.00 for additional pipeline repair. Commissioner Stapleford seconded the motion. All were in favor and the motion passed unanimously.

Material Removal Agreement with Brevard County for Dredged Material Management Area BV-2C, Brevard County, FL.

In 2005, The District entered into an agreement with Brevard County to remove material from Dredged Material Management Area (DMMA) BV-2C, primarily by just of the County's Road & Bridge Department. The County typically removes about 10,000 cubic yards a year. Over the past 10+ years, this has returned some capacity back to the site.

The District no longer utilizes leases for these types of projects and now utilizes a "Material Removal Agreement" developed by the FIND attorney for excavations of District DMMAs.

The County's lease will be expiring in February of 2023. Staff recommends approval of a five-year Material Removal Agreement with the County, with the provision for staff to negotiate site improvements rather than cash payment.

Commissioner Sansom motioned to approve the material removal agreement. Commissioner Williams seconded the motion. All were in favor and the motion passed unanimously.

ITEM 14. Material Removal Agreement for Dredged Material Management Area FL-3, Flagler County, FL.

Suffering significant impacts from Hurricanes Ian and Nicole, in additional to other high-wind storm impacts over the past several months, the beaches within Flagler County have become severely eroded. In an effort to restore the beaches, Flagler County has entered a sand-haul and placement agreement with Eastman Aggregates, LLC. Eastman Aggregates has approached the District inquiring about the status of Dredged Material Management Area (DMMA) FL-3 and the possibility of utilizing stored material as a sand source for the beach nourishment project.

District staff and the District attorney have produced a Material Removal Agreement allowing Eastman Aggregates to offload up to 250,000 cubic yards of material. In exchange for the material, Eastman Aggregates has agreed to provided in-kind work rather than direct payment. The in-kind work includes the relocation of gopher tortoises within the site boundaries, restoration of damage caused by gopher tortoise burrows on the dike via injection grouting, and the removal of fallen trees and other vegetative debris that currently clutters the site. The in-kind work would be completed within the timeframe of the Agreement, which expires on January 1, 2024.

Commissioner Gernert motioned to approve the material removal agreement. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 15. Material Storage Area (MSA) 727-B, aka "Alsdorf Park" Lease Agreement to City of Pompano Beach, Broward County, FL.

The Florida Inland Navigation District (District) owns Material Storage Area (MSA) 727-B and leases the property to the City of Pompano Beach for use as a public boat ramp and recreational park (known locally as Alsdorf Park). The Board has also approved a City sub-lease to the U.S. Coast Guard Auxiliary for a small modular building. The District has designated MSA 727-B as a Long-Term Transfer Site for the management of maintenance dredge materials from Dredging Reach II of the Intracoastal Waterway (IWW) in Broward County.

The City of Pompano Beach originally entered into a lease agreement with the District at MSA 727-B in March 1973 to temporarily utilize the area for public recreational purposes. The lease was amended in 1980, and a Lease Extension Agreement (No. 1) was signed November 14, 1997. Lease Extension Agreement (No. 2) was signed February 22, 2003, Lease Extension Agreement (No. 3) was signed July 9, 2008, and Lease Extension Agreement (No. 4) was executed on June 24, 2013. In March 2018, the lease was revised to include updated insurance and legal requirements. The City of Pompano now requests to renew the lease for MSA-727-B Alsdorf Park for another 5 years.

Staff is recommending approval of an amendment to the Lease Agreement that will extend the lease for an additional 5 years, and will allow the City to continue to sublease to the Coast Guard Auxiliary, as well as allow for other governmental agencies to use portions of MSA-727B as a staging area (limited to construction on or benefitting publicly owned or maintained waterways) with prior notification to FIND.

Commissioner Williams motioned to approve the amendment to the lease agreement. Commissioner Stapleford seconded the motion. All were in favor and the motion passed unanimously.

ITEM 16. Finance and Budget Committee Report.

Commissioner Gernert motioned to approve the finance and budget report to the full Board. Commissioner Davenport seconded the motion. All were in favor and the motion passed unanimously.

ITEM 17. Washington D.C. Report.

Mr. Crosley referred the Board to page 119 in the agenda for the Washington D.C. review. The Commissioners discussed traveling to Washington D.C. for an in-person visit.

ITEM 18. Additional Staff Comments and Additional Agenda Items.

Mr. Crosley thanked the Board for good discussion and input.

Ms. Zimmerman reminded the Commissioners that local community grant applications are due March 27.

ITEM 19. Additional Commissioners Comments.

Commissioner Cuozzo stated he was sorry to not attend in person.

Commissioner Sansom noted he was sorry for missing in person, and noted that it is FIND's job to assist the Federal government with dredging.

Commissioner Isiminger thanked Dr. Houston for his presentation.

Commissioner Williams stated it was a good outreach and asked for the waterway tour dates. He also requested bringing in dredging contractors to discuss potential alternatives and cost savings.

Commissioner Stapleford thanked Mr. Ian Eyeington for the FL-3 tour, and FIND staff for their knowledge and responsiveness.

Commissioner Davenport thanked Chair Blow for the outreach, and thanked FIND staff and Volusia County for working together.

Vice Chair Crowley also stated it was a great outreach and hotel. He also thanked Dr. Houston for a great presentation.

Commissioner Gernert stated it was a great hotel and nice to be back in St. Augustine.

ITEM 20. Adjournment.

Chair Blow stated that the meeting was adjourned at 12:03 p.m.

Carl Blow, Chair

Attest:	Stephen Boehning, Secretary
(SEAL)	

PLORIDA MLAND DISTRICT

INDIAN RIVER COUNTY PROJECT STATUS UPDATE MARCH 2023

A Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Indian River County was completed in 1997. Phase II of the DMMP was completed in 2002 and all major land acquisition was completed in 2002. An update of the plan was provided in 2021.

The latest 50-year dredging projection for the three reaches in twenty-four (24) miles of channel in Indian River County is approximately 268,016 cu/yds, and the storage projection is 614,934 cu/yds, a slight decrease from earlier estimates. (*Please see the attached location maps*).

Waterway Dredging

Dredging of IR Reach I was completed in 2015. The USACE contractor (Cavache, Inc.) successfully dredged approximately 302,740 cu/yds. of material from the Intracoastal Waterway (IWW) channel. Since this area had not been dredged for many years, a significant amount of rock and miscellaneous debris (anchors, crab traps, lines, cables, etc.) was also removed from the waterway. The dredged material was placed in Dredged Material Management Area (DMMA) IR-2. The debris was hauled away.

Dredged Material Management Area Development

Three upland sites were purchased for Indian River County for dredged material management. The construction of DMMA IR-2 was completed by the USACE with Navigation District funding in 2012. Approximately every two years the site receives herbicide treatment for exotic vegetation mostly in the perimeter ditch. DMMA IR-7A is cleared and an abandoned estate home was removed in 2020. DMMA IR-14 has been cleared and is undergoing permitting and design for construction. It is necessary to relocate an existing Florida Department of Transportation (FDOT) drainage ditch currently situated in the middle of the cleared site prior to construction. Negotiations with FDOT are ongoing. (*Please see the attached maps*).

Waterways Economic Study

The Indian River County Waterways Economic Study was completed in 2000 and updated in 2011 and 2018. The study is currently undergoing another update, which is expected soon. The latest update estimates the waterway generates over \$486 million in annual revenues for IRC, with \$246 million derived from boating-related tourism, \$119 million in direct boater spending and over \$120 million in additional property taxes. There are approximately 4,000 waterway-related jobs in IRC and almost 8,000 registered vessels. (*Please see the attached economic summary for Indian River County*).

Waterways Assistance Program

Since 1986, the District has provided \$7.1 million in Waterways Assistance Program (WAP) funding to 75 projects in the County, having a total constructed value of approximately \$26.1 million. The County, the City of Vero Beach, the City of Sebastian, the South Indian River Fire District and the Sebastian Inlet Tax District have participated in the program.

Notable projects funded include: The Environmental Learning Center, the Vero Beach Municipal Marina and Anchorage, Royal Palm Point Park, Wabasso Causeway Park and Boat Ramps, Jungle Trail Shoreline Stabilization, and the ICW/Sebastian Inlet Connection Channel. (*Please see the attached list and map*).

PLORIDA MAND DISTRICT

INDIAN RIVER COUNTY PROJECT STATUS UPDATE MARCH 2023

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for 32 projects with elements in Indian River County totaling \$1.9 million in District assistance for approximately \$21.1 million worth of constructed projects. These projects include: Florida Marine Patrol Officer Funding; Sebastian Inlet State Park Boat Ramp Dredging; Sebastian Inlet State Park Environmental Enhancements; Manatee Viewing Piers and Canoe Docks at the Sebastian River Buffer Preserve; Sebastian River Muck Removal; and the Indian River Lagoon Boaters Guide.

Interlocal Agreement Program

The District's Interlocal Agreement Program has provided funding assistance for 5 projects with elements in Indian River County: the Clean Marina Program; the Clean Vessel Act; and Spoil Island Restoration Projects. The District's funding assistance for the Indian River County portion of these projects was approximately \$98,500.

Waterway Clean Up Program

The District has partnered with Keep Indian River Beautiful, Inc. for 17 years and the Marine Industry Association of the Treasure Coast for numerous years on successful waterway clean-up projects in Indian River County.

Small-Scale Derelict Vessel Removal Program

The District has assisted with the removal of four vessels in Indian River County through the Small-Scale Derelict Vessel Removal Program. In addition, the District funded an emergency derelict vessel removal in IRC in 2007.

Small-Scale Spoil Island Enhancement and Restoration Program

Spoil Islands IR-36, IR-10, Boat Club Island (IR-25) and Prange Conservation Islands have been improved through the Small-Scale Spoil Island Enhancement and Restoration Program projects. Funding assistance has been provided to FDEP for a new boat motor to transport volunteers to spoil island restoration projects. These cooperative projects were accomplished with FDEP and the County and totaled \$63,000 in District funding.

Public Information Program

The District currently prints and distributes brochures with information pertaining to Indian River County Waterways. Additional waterway information and useful links are available on the District's website at http://www.aicw.org/.









Cuts (if shown)



Site Acres

Basin Acres

Design Capacity (cy)

43.8

11.52

68,742





Reaches (if shown)

Cuts (if shown)



Site Acres

Basin Acres

Design Capacity (cy)

53.4

15.54

178,051

Economic Benefits of the District Waterways

INDIAN RIVER COUNTY



TOTAL ANNUAL ECONOMIC IMPACT

Annual value created by the ICW and ICW activities

\$246 Million ¹

Generated annually by tourism spending from 2 million tourists

\$119 Million²

Generated annually by local boater spending from Indian River County registered vessels

\$120 Million ³

Portion of annual property sales value attributable to ICW proximity.



The Archie Carr National Wildlife Refuge, Sebastian Inlet State Park and Pelican Island National Wildlife Refuge are all located along the ICW in Indian River County and are protected from development. These areas along with some of the best saltwater fishing in Florida draw tourists to the ICW in Indian River County.

The Intracoastal Waterway (Marine I-95) currently supports 3,977 jobs in Indian River County.

FIND INVESTMENT

In the ICW of \$13,778 4 annually avoids lost revenue of \$85 Millio and 918 lost jobs annually.

ADDITIONAL TAX BENEFITS Federal Tax Revenue

\$33 Million

State and Local Tax Revenue

\$26 Million

Registered Vessels Utilizing the ICW: 7,946 5

⇒ Pleasure Boating: 4,132



⇒ Fishing: 2,702



 \triangle \Rightarrow Sailing and other activities: 715



⇒ Watersports: 397

Includes both in-state and out-of-state tourists. Out-of-state tourist number based on a national survey; respondents who reported ICW in Indian River County as a primary activity. In-state tourists reported visiting from outside Indian River County; based on survey results, respondents who reported ICW in Indian River County as a primary activity

² Based on survey of locally registered boaters, adjusted for boaters spending 3 or more days on the ICW

³Based on hedonic modelling of premium associated with frontage or proximity to ICW; Indian River County property values total about \$25 billion. Details for all calculations can be found in the Final Report.

⁴ The average annual investment from FIND to dredging projects. Does not reflect the total average annual cost of dredging projects.

⁵ Based on actual 2017 registration data and survey results. This number is an estimate of the number of registered vessels that utilize the ICW annually.

Economic Benefits of the District Waterways

INDIAN RIVER COUNTY



Within Indian River County, The Florida Inland Navigation District (District) is the state sponsor for Federal navigation projects along the Intracoastal Waterway (ICW). Nearly \$15 million has been invested in the Indian River portion of the ICW in the past 10 years. These investments and the ICW itself generate significant economic impact throughout the twelve-county region and beyond.

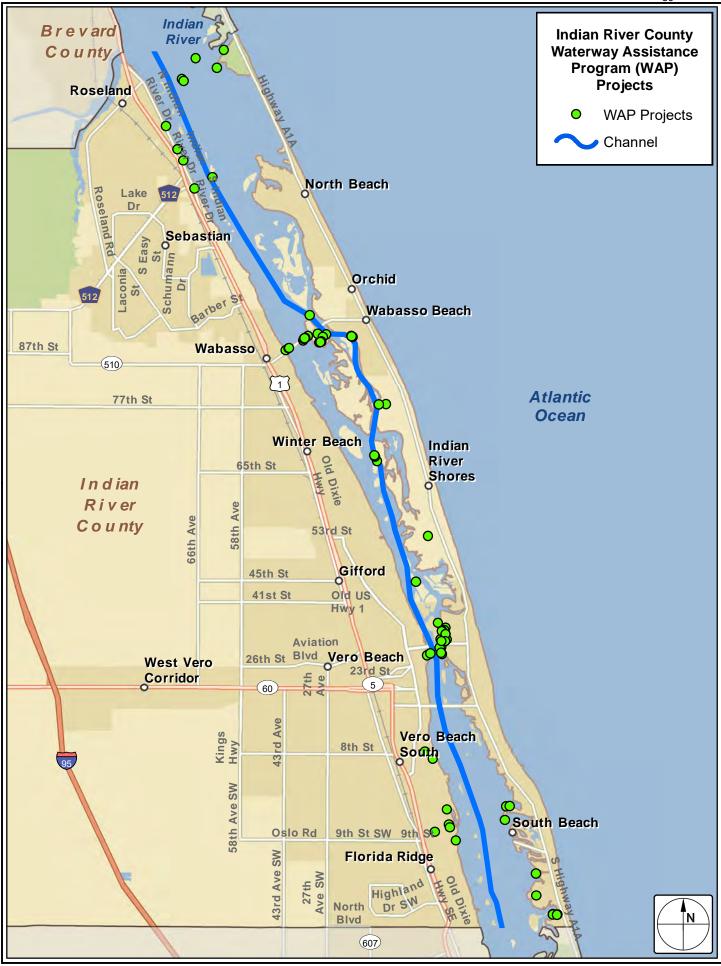
Different modeling techniques were used to estimate the value created by the ICW. To find the share of property value that is attributable solely to the proximity to the ICW, hedonic modeling was used. Hedonic modeling for Indian River County showed that proximity to the Intracoastal Waterway adds value to homes within 1500m of the ICW. In total, the ICW makes up about \$2 billion, or 8%, of the \$25 billion in Indian River County property values. Annualized, the ICW makes up about \$120 million in actual sales value yearly.

Property Type	% of sales value attributable to proximity to ICW	Sales value attributable to ICW—all properties				
Waterfront	21%	\$650 million				
Canal/River Access to ICW (Single family only)	19%	\$72 million				
Non waterfront - 500m from ICW	20% - 15%	\$806 million				
500m - 1500m from ICW	11% - 5%	\$516 million				



	Project	Project	Grant	
Project Name	Number	Sponsor	Amount	Total Cost
Jungle Trail Shoreline Stabilization - Phase I	IR-00-31	Indian River County	\$ 13,000	\$ 26,000
Law Enforcement Patrol & Rescue Vessel	IR-01-32	Indian River County	\$ 34,478	\$ 68,956
Jungle Trail Shoreline Stabilization - Phase I I	IR-03-36	Indian River County	\$ 76,300	\$ 152,600
Patrol & Rescue Vessel Engine Replacement	IR-03-37	Indian River County Sheriff's O	\$ 6,233	\$ 12,467
Jungle Trail Shoreline Stabilization - Phase I I - A	IR-05-39	Indian River County	\$ 73,700	\$ 147,400
Derelict Vessel Removal - Indian River County Waterways	IR-07-40ER	Indian River County	\$ 25,000	\$ 50,000
Oslo Road Public Boat Ramp	IR-08-42	Indian River County	\$ 87,500	\$ 175,000
E.L.C Education Exhibits, Aquaria & Signage	IR-09-44	Indian River County	\$ 175,000	\$ 350,000
Joe S. Earman Island Park	IR-1	Indian River County	\$ 21,320	\$ 42,640
Lagoon Greenway	IR-10-47	Indian River County	\$ 17,845	\$ 35,690
Lagoon Greenway - Phase B-2	IR-12-53	Indian River County	\$ 156,000	\$ 312,000
Jones' Pier Waterfront Improvements	IR-13-55	Indian River County	\$ 15,000	\$ 30,000
Head Island Improvements	IR-14-57	Indian River County	\$ 35,750	\$ 143,000
Round Island Riverside Park Improvements	IR-15-61	Indian River County	\$ 90,000	\$ 278,000
Archie Smith Fish House Phase IIA Restoration	IR-15-62	Indian River County	\$ 100,000	\$ 200,000
Wabasso Causeway Park Improvements	IR-88-3	Indian River County	\$ 100,000	\$ 250,000
Wabasso Causeway Dredging	IR-88-4	Indian River County	\$ 40,000	\$ 80,000
Environmental Learning Center	IR-90-7	Indian River County	\$ 175,000	\$ 175,000
Round Island Park Improvements	IR-91-9	Indian River County	\$ 130,000	\$ 300,000
Environmental Learning Center	IR-92-11	Indian River County	\$ 30,000	\$ 60,000
Environmental Learning Center	IR-93-12	Indian River County	\$ 30,000	\$ 60,000
Dev Of Educ Opp& Res Pot. For Oslo Riverfront- Phase I	IR-93-14	Indian River County	\$ 3,650	\$ 7,300
Environmental Learning Center	IR-94-15	Indian River County	\$ 73,926	\$ 273,510
Round Island Park - Phase I I	IR-94-16	Indian River County	\$ 57,650	\$ 112,100
Pelican Island Nat'l Wildlife Refuge Sign & Brochure	IR-94-17	Indian River County	\$ 11,500	\$ 17,000
Intracoastal Waterway Waterfront Improvements	IR-95-18	Indian River County	\$ 17,265	\$ 17,265
Oslo Riverfront Conservation Area - Phase I I	IR-95-19	Indian River County	\$ 90,600	\$ 192,100
Environmental Learning Center Computers & Lighting	IR-96-20	Indian River County	\$ 43,933	\$ 43,933
Wabasso Causeway Park Improvements	IR-98-24	Indian River County	\$ 22,000	\$ 45,020
Wabasso Causeway Park Improvements - Phase I I	IR-99-26	Indian River County	\$ 120,000	\$ 527,067
Navigation Channel Dredging	IR-99-27	Indian River County	\$ 30,000	\$ 50,000
Marine Enforcement Program	IR-99-28	Indian River County Sheriff's O	\$ 28,000	\$ 37,334
Fire Rescue Equipment and Fire Rescue Boat	IR-FD-88-5	South Indian River Fire District	\$ 11,100	\$ 25,000
Fire Rescue Boat Dock	IR-FD-88-6	South Indian River Co. Fire Dis	\$ 7,000	\$ 15,550
Waterway Boating Safety Program	IR-IRS-00-30	Indian River Shores Public Saf	\$ 41,016	\$ 54,690
Law Enforcement and Fire Suppression Patrol Boat	IR-IRS-16-61	Town of Indian River Shores	\$ 60,000	\$ 120,000
Sebastian Indian River Waterway Enhancement - Phase A	IR-SE-00-29	City Of Sebastian	\$ 170,000	\$ 425,000

Project Name	Project Number	Project Sponsor	Grant Amount			Total Cost
Waterway Boating Safety Program	IR-SE-02-34	City Of Sebastian	\$	25,000	\$	50,000
Main Street Boat Ramp Trailer Parking Acquisition	IR-SE-07-41	City Of Sebastian	φ \$	487,532	φ \$	1,527,357
Sebastian Working Waterfront	IR-SE-07-41	City Of Sebastian	φ \$	157,350	φ \$	314,700
Working Waterfront Park - Phase 2A	IR-SE-15-54	City of Sebastian	э \$	88,551	φ \$	177,102
Main Street Dock & Boat Ramp Repairs	IR-SE-13-36	City Of Sebastian	э \$	62,000	φ \$	125,000
Channel Extension To I.C.W Phase I (Expired)	IR-SE-96-23 IR-SI-02-35	Sebastian Inlet Tax District	э \$	63,121	Ф \$	179,384
Coconut Point Shoreline Stabilization - Phase I	IR-SI-02-33	Sebastian Inlet Tax District	э \$	36,000	φ \$,
Sebastian Inlet Multi- User Pier				•	•	72,000
	IR-SI-10-49	Sebastian Inlet District	\$	136,750	\$	273,500
Link Sebastian Inlet Navigation Channel to ICW	IR-SI-92-10	Sebastian Inlet Tax District	\$	156,000	\$	236,000
Vero Beach Marina Improvements	IR-VB-01-33	City Of Vero Beach	\$	100,000	\$	200,000
Vero Beach Marina South Dock Improvements	IR-VB-03-38	City Of Vero Beach	\$	49,000	\$	98,000
City Marina South Complex	IR-VB-08-43	City Of Vero Beach	\$	378,075	\$	756,150
City Marina Dry Storage Re-rack (Terminated)	IR-VB-09-45	City Of Vero Beach	\$	41,000	\$	82,000
City Marina South Complex - Part 2	IR-VB-09-46	City Of Vero Beach	\$	207,935	\$	4,600,000
Mac William Park Boat Ramps Reconstruction - Phase I	IR-VB-10-50	City Of Vero Beach	\$	15,000	\$	30,000
City Marina South Complex - Part 3	IR-VB-10-51	City Of Vero Beach	\$	172,790	\$	3,622,790
Mac William Park Boat Ramp Reconstruction	IR-VB-11-52	City Of Vero Beach	\$	175,000	\$	350,000
Restrooms for MacWilliam Park - Phase I	IR-VB-14-56	City of Vero Beach	\$	7,500	\$	15,000
Fishing Pier at Riverside Park - Phase I	IR-VB-15-59	City of Vero Beach	\$	12,500	\$	25,000
Restroom at MacWilliam Boat Ramps	IR-VB-15-60	City of Vero Beach	\$	62,500	\$	125,000
Fishing Pier at Riverside Park - PH II	IR-VB-17-62	City of Vero Beach	\$	110,000	\$	220,000
City Marina Center Dock Improvements (Expired)	IR-VB-17-63	City of Vero Beach	\$	60,000	\$	120,000
City Marina Mooring Field Expansion PH I (Expired)	IR-VB-17-64	City of Vero Beach	\$	50,000	\$	100,000
City Marina Small Floating Docks (Expired)	IR-VB-17-65	City of Vero Beach	\$	12,500	\$	25,000
Moorings & Navigational Aids	IR-VB-87-2	City of Vero Beach	\$	20,642	\$	41,283
Municipal Marina	IR-VB-91-8	City Of Vero Beach	\$	30,000	\$	249,650
Law Enforcement Patrol/ Rescue Boat	IR-VB-93-13	City Of Vero Beach	\$	16,280	\$	57,220
Royal Palm Pointe Project	IR-VB-97-21	City Of Vero Beach	\$	50,000	\$	100,000
Royal Palm Pointe Project - Phase I I	IR-VB-98-22	City Of Vero Beach	\$	145,000	\$	700,000
Vero Beach Marina Improvements - Phase I	IR-VB-99-25	City Of Vero Beach	\$	53,000	\$	150,000
Jones Pier Conservation Area	IR-18-67	Indian River County	\$	130,000	\$	260,000
Oyster Bar Marsh Trail	IR-18-68	Indian River County	\$	120,000	\$	2,817,000
Working Waterfront Park - Phase 3	IR-SE-18-66	City Of Sebastian	\$	170,000	\$	400,000
		TOTAL	S \$	5,620,792	\$	23,010,758



Project Name	Proj. Number	Sponsor	Grant Amount			Total Cost		
Jungle Trail Shoreline Stabilization - Phase I	IR-00-31	Indian River County	\$	13,000	\$	26,000		
Law Enforcement Patrol & Rescue Vessel	IR-01-32	Indian River County	\$	34,478	\$	68,956		
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E.L.C Education Exhibits, Aquaria & Signage	IR-09-44	Indian River County	\$	175,000	\$	350,000		
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Jones Pier Conservation Area	IR-18-67	Indian River County	\$	130,000	\$	260,000		
Oyster Bar Marsh Trail	IR-18-68	Indian River County	\$	120,000	\$	2,817,000		
Jones' Pier Museum and Education Exhibits	IR-20-69	Indian River County	\$	84,000	\$	234,000		
Environmental Learning Center Dock	IR-21-71	Indian River County	\$	100,000	\$	200,000		
Wabasso Causeway Park Improvements	IR-88-3	Indian River County	\$	100,000	\$	250,000		
Wabasso Causeway Dredging	IR-88-4	Indian River County	\$	40,000	\$	80,000		
Environmental Learning Center	IR-90-7	Indian River County	\$	175,000	\$	175,000		
Round Island Park Improvements	IR-91-9	Indian River County	\$	130,000	\$	300,000		
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Working Waterfront Park - Phase 2A	IR-SE-15-58	City of Sebastian	\$	88,551	\$	177,102	
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City Marina South Complex - Part 2	IR-VB-09-46	City Of Vero Beach	\$	207,935	\$	4,600,000	
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City Marina Center Dock Improvements (Expired)	IR-VB-17-63	City of Vero Beach	\$	60,000	\$	120,000	
City Marina Mooring Field Expansion PH I (Expired)	IR-VB-17-64	City of Vero Beach	\$	50,000	\$	100,000	
City Marina Small Floating Docks (Expired)	IR-VB-17-65	City of Vero Beach	\$	12,500	\$	25,000	
Municipal Marine Master Plan Phase I	IR-VB-20-70	City Of Vero Beach	\$	350,750	\$	828,000	
Vero Beach Marina South Complex	IR-VB-21-72	City Of Vero Beach	\$	381,000	\$	762,000	
Vero Beach Marina South Complex Part 2	IR-VB-22-73	City Of Vero Beach	\$	574,000	\$	1,148,000	
Moorings & Navigational Aids	IR-VB-87-2	City Of Vero Beach	\$	20,642	\$	41,283	
Municipal Marina	IR-VB-91-8	City Of Vero Beach	\$	30,000	\$	249,650	
Law Enforcement Patrol/ Rescue Boat	IR-VB-93-13	City Of Vero Beach	\$	16,280	\$	57,220	
Royal Palm Pointe Project	IR-VB-97-21	City Of Vero Beach	\$	50,000	\$	100,000	
Royal Palm Pointe Project - Phase I I	IR-VB-98-22	City Of Vero Beach	\$	145,000	\$	700,000	
Vero Beach Marina Improvements - Phase I	IR-VB-99-25	City Of Vero Beach	\$	53,000	\$	150,000	
		TOTALS	\$	7,110,542	\$	26,182,758	





1. WORK ACTIVITY: DMMA O-23 (Martin County)

CONTRACT AMOUNT: \$4,174,500.00

DESCRIPTION OF WORK: Development of Plans and Specifications and Construction of DMMA O-23. DMMA will utilize the same weir system as O-7 and will have a 240k cy capacity. 100% of the funds for construction will be contributed funds from FIND.

SCHEDULE:

•	Complete draft P&S	9 Apr 2020A
•	NEPA/ERP complete	20 Apr 2021A
•	BCOE Certification complete	20 Apr 2021A
•	Re Advertised	20 Jul 2021 A
•	Open Bids	19 Aug 2021A
•	Award	17 Sept 2021A
	α , α α	17 DEC 2022 20 A

• Construction Complete 17 DEC 2022-30 Apr 2023

FIND WORK ORDER: FIND work order for construction was approved at the Sept 2020 FIND Board meeting.

NAME OF CONTRACTOR: Contract was awarded on 17 Sept 2021 to Dickerson Florida, Inc out of Fort Pierce, FL in the amount of \$4,173,500.00.

STATUS: Clearing and grubbing has been completed. Work on the dike lifts is at approximately 68%, drainage blanket at 85%, perimeter ditch at 80%, demolition of existing structures is at approximately 98%. Earthwork for pond 1 is complete while pond 3 is 75% complete and pond 4 is 90% complete. Negotiating of the stormwater structure conflict modification is still on going. Real estate certification at the Business Park may have to be extended further depending on the outcome of the stormwater modification.

ACTION: Information Only. No action by the Board is required.











DMMA O23 Progress Photos:









2. WORK ACTIVITY: IWW Palm Valley South Reach (St. Johns County)

CONTRACT AMOUNT: \$4,504,806.48

DESCRIPTION OF WORK: Maintenance dredging of the IWW Palm Valley South Reach in St. Johns County. There is approximately 250k cy of material within the reach. Dredge material will be placed in DMMA SJ-14.

SCHEDULE (DRAFT):

Complete draft P&S
 BCOE Certification complete
 Advertise
 31 March 2022A
 30 Sep 22 02 Dec 22A
 22 Jul 22A

Bid Opening
 Award
 30 Sep 22 13 Dec 22A
 2 March 23 12 Jan 23A

FIND WORK ORDER: FIND work order was approved at the May 2022 Board meeting and funds have been received. The project is a combination of Federal and FIND funds.

NAME OF CONTRACTOR: Southwind

STATUS: Contract was awarded on 12 January 2023 to Southwind at \$4,504,806.48. NTP issued on 1 March.

ACTION: Information only. No action required by the board.











3. WORK ACTIVITY: IWW Volusia (Volusia County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Maintenance dredging of the IWW Volusia Reach. Anticipate 300k-400k cy of material to be dredged out of the federal channel. Dredge material will be placed in the nearshore disposal area located south of the Ponce Inlet. This effort will be consolidated with Ponce Inlet O&M dredging as was done in the 2017/2018 event.

SCHEDULE (DRAFT):

•	P&S Kick off	27 Apr 22A
•	BCOE Certification	07 Apr 23
•	Advertise	21 Apr 23
•	Award	11 Jul 23
•	NTP	31 Jul 23

FIND WORK ORDER: PM has submitted a work order for board approval.

STATUS: P&S kicked off on 27 Apr 22. Scope has expanded to include dredging additional cuts V-36 to V-40 which accounts for additional 144k cy. Team has collected additional borings for the expanded area. Placement will be in the nearshore disposal area located south of Ponce Inlet. In addition to Ponce Inlet, there will also be a small component for the Coast Guard included within the procurement. Received the FDEP permit modification however there is a condition that USACE is working to get removed.

ACTION: Informational, no action is required by the Board.











4. WORK ACTIVITY: AIWW Sawpit Reach (Nassau County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: USACE received \$5M in infrastructure funding for the AIWW Sawpit. Project will include maintenance dredging of the AIWW Sawpit Reach in Nassau County. We anticipate 400k-600k cy of material within the federal channel. 95% of the material will be placed on the beach at the State Park, with the remaining 5% being placed upland in DU-2.

SCHEDULE (DRAFT):

Kick off P&S
BCOE Certification
Advertise
Award
26 Apr 22A
30 Jun 23
18 Jul 23
25 Sep 23

FIND WORK ORDER: TBD – anticipate a combination of Fed funding and FIND contributed funds depending on the size of the contract. If required a work order will be presented to the Board in April 23.

NAME OF CONTRACTOR: TBD

STATUS: P&S kicked off on 26 Apr 22 but were paused for SAJ to accelerate the P&S for Fernandina Harbor to address critical shoaling and draft restrictions there. Real Estate is getting close to a Use Agreement between FIND, USACE and the State Park for placement on their beach. Contract will include the Sawpit Reach and ALSO the new advanced maintenance area. The advanced maintenance request was approved by SAD on 9 Aug 22. This advance maintenance will become part of the "normal" dredging area for Sawpit. Engineering verified capacity at the beach placement area since Nassau County recently completed a project using the same disposal. Received RAI #3 from DEP on 1 February 23 and requires additional hydrographic survey of the advance maintenance area for a response.

ACTION: Informational, no action is required by the Board.











5. WORK ACTIVITY: IWW Matanzas

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: USACE expected to receive \$4M in FY 23 President's Budget. Project will include maintenance dredging of the IWW Matanzas in Nassau County. It's anticipated that 300k-400k cy of material is within the federal channel. Placement of material will occur on the beach just south of Matanzas Inlet.

SCHEDULE (DRAFT):

Kick off P&S
BCOE Certification
Advertise
Award
12 Jan 23A
5 Jun 23
29 Jun 23
28 Aug 23

FIND WORK ORDER: TBD – anticipate a combination of Fed funding and FIND contributed funds depending on the size of the contract. If required a work order will be presented to the Board in April 2023.

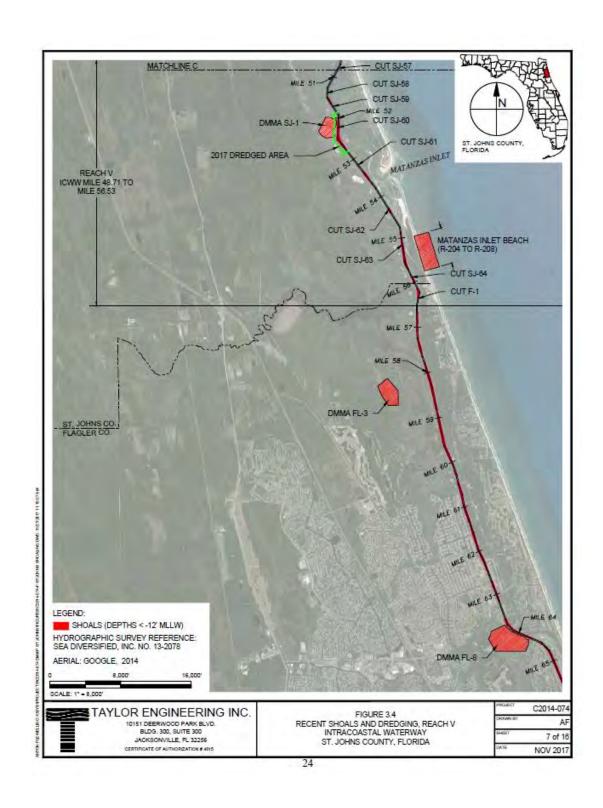
NAME OF CONTRACTOR: TBD

STATUS: P&S kicked off on 12 January. FDEP permit as well as all environmental and geotechnical investigations are valid. Coordinating with St. Johns County given the conditions at Summer Haven. The County is waiting to see the dredge volumes before making any request for beach placement. USACE and St. Johns County performed a site visit at Summer Haven on 28 February.

ACTION: Informational, no action is required by the Board.











6. MISCELLANEOUS:

A. Establish FIND as the local sponsor for Martin and Palm Beach Counties along the OWW.

USACE OC has met with SFWMD OC regarding the path forward to make FIND the local sponsor for Martin and Palm Beach Counties along the OWW.

Background: In 2005 Florida legislature amended Section 374.984, Florida Statutes to assign responsibility and authority to FIND for the portion of the OWW located in Martin and Palm Beach Counties (link to the full statute:)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0374/Sections/0374.984.html.

Section 374.984 falls under Part II of Chapter 374, where Part II is "Florida Inland Navigation District Law". Paragraph 6.h. of Section 374.984 states, "(h) The district is designated the local interest sponsor for the sole purpose of maintaining navigability of that portion of the Okeechobee Waterway located in Martin and Palm Beach Counties."

Next step:

- 1. SFWMD will submit a letter to SAJ recognizing the Florida law that designates FIND as responsible for maintaining navigability of that portion of the OWW and requesting the termination of its responsibilities as non-federal sponsor (NFS) of the portion, with a copy furnished to FIND. DONE
- 2. In parallel with SFWMD's letter, FIND will submit a letter to SAJ requesting to be the NFS for the portion of the OWW within Martin and Palm Beach Counties, with a copy furnished to the SFWMD. DONE
- 3. SAJ will draft an agreement for FIND to assume O&M responsibilities for the portion of the OWW within Martin and Palm Beach Counties. ONGOING
- -SAJ can prioritize executing a Contributed Funds Agreement (CFA) while drafting the Project Partnership Agreement (PPA). FIND as requested to prioritize the CFA. ONGOING.
- 4. After execution of the PPA, SAJ will send a letter to SFWMD acknowledging the termination of its role as a NFS for the specified portion of the OWW and clarifying the SFWMD's continued role as NFS for the remaining portion of the OWW, with a copy furnished to FIND.
- 5. The next item needed is a contributed funds agreement for the OWW. The contributed funds agreement unfortunately will not be of the magnitude of the IWW/AIWW one in that the new model only allows for a smaller duration and funding limit. For example, effort should be made





for the maximum agreement duration, likely a 7-10 year contributed funds agreement with specific areas outlined (as compared to the existing IWW/AIWW agreement that is a 50-year agreement with no maximum contribution or specific reaches listed).



FLORIDA INLAND NAVIGATION DISTRICT INTRACOASTAL WATERWAY WORK ORDER No. 57-2023-02



In accordance with the Memorandum of Agreement (MOA) between the Department of the Army and the Florida Inland Navigation District (FIND) for acceptance of contributed funds for the Atlantic Intracoastal Waterway, entered into on September 3, 1997, as amended on October 22, 2001, by amendment number 1, work order number 57-2023-02 is described per the following requirements:

- <u>1. Project Name</u>: IWW Jacksonville to Miami Maintenance Dredging, 12-foot Project in the vicinity of Ponce De Leon Inlet.
- <u>2. Detailed Scope of Work</u>: The Corps will be performing maintenance dredging along the IWW in the vicinity of Ponce De Leon Inlet. Dredging material will be placed in the nearshore just south of the inlet.

3. Tentative Schedule:

FIND Board Approves Work Order 17 March 2023
Advertise 4 May 2023
Award 11 July 2023
Contract Completion 16 January 2025

- 4. Funding arrangements providing for funding of obligation: Contributed funds must be received and placed in escrow in accordance with the MOA, as amended, prior to advertisement.
- 5. The amount of funds required and available to accomplish the scope of work: Based on the current working level cost estimate, it is anticipated that \$ (amount to be announced) of Contributed Funds will be needed to implement this O&M dredging project. There is a surplus of \$206,265.03 from previously approved Work Order #53-2021-02 IWW Palm Valley North and \$2,709,000 from IWW Palm Valley South Work Order #56-2022-02. PM is requesting to use these surplus funds for IWW Volusia and an additional \$ (amount to be announced). Should there be any excess funds after completion of the contract, the Government will reimburse excess funds pursuant to the MOA.
- <u>6. Identification of individual project managers</u>: The Contributor's project manager is Mark Crosley, 561-627-3386. The Government's project manager is Eduardo Marin, 904-635-0665.

- <u>7. Types and frequency of reports</u>: Monthly construction progress reports will be provided. Copies of all pay estimates will be provided as they are finalized. The government will also provide quarterly accountings in accordance with the MOA.
- 8. Identification of which party is responsible for contract administration, records maintenance, and contract audits: The USACE North Florida Construction Field Office will be responsible for administration of the contract and all subsequent records. Weekly progress meetings will be established by the contractor.
- <u>9. Procedures for amending or modifying the work order</u>: This work order can be amended or modified in writing with mutual consent of both parties. In the event the agreement cannot be reached, provisions of the MOA shall govern.
- 10. Such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services for this work order: None

THE DEPARTMENT OF THE ARMY	FLORIDA INLAND NAVIGATION DISTRICT
BY:	BY:
James L. Booth Colonel, U.S. Army District Engineer	Carl Blow Chair, Florida Inland Navigation District
DATE.	DATE:

MATERIAL REMOVAL AGREEMENT

	THIS MA	ATERIA	OVAL A	GR	EEN	IENT	("A	greement	") dated as o	f this	d	ay	
of		,	2023 by	and bet	wee	en FI	LORID	ΑI	NLAND	NAVIGATI	ON DIST	RIC	Τ,
an	independent	special	taxing	district	of	the	State	of	Florida,	hereinafter	referred	to	as
"D	ISTRICT," an	d VOLU	ISIA CC	OUNTY,	FL	ORII	OA a p	oliti	cal subdi	vision of the	State of F	lorio	la,
her	einafter referr	ed to as	"COUN	ITY."									

RECITALS

- A. DISTRICT is the owner of a parcel of land located in Volusia County, Florida and known as "MSA 434-S," as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("MSA 434-S" or "Premises").
- B. COUNTY is a political subdivision of the State of Florida.
- C. COUNTY desires to obtain fill material from MSA 434-S for beach renourishment and repair (the "Permitted Use").
- D. COUNTY has requested the DISTRICT to allow the COUNTY to remove spoil material from the Premises for use in the Permitted Use.
- E. DISTRICT has determined that it will benefit the DISTRICT to allow the COUNTY to remove spoil material from the Premises, as this will help create additional capacity for future dredging events in connection with the maintenance and improvement of the Intracoastal Waterway.
- F. DISTRICT willingly allows the COUNTY to remove spoil material for use in the Permitted Use, upon the terms and conditions of this Agreement.

WITNESSESTH

Therefore, in consideration of the terms below, the sufficiency of which is mutually acknowledged, DISTRICT and COUNTY agree that:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. CONSENT TO REMOVAL OF SPOIL MATERIAL

DISTRICT hereby consents to the removal of some or all of the spoil material from MSA 434-S exclusively for use in the Permitted Use. The Agreement shall terminate on June 1, 2025 unless extended by an amendment approved by both parties. Prior to the removal of any spoil material from the Premises, the COUNTY shall submit a detailed spoil material removal plan ("Plan") to the DISTRICT for approval by the DISTRICT's Engineer. The

Plan shall insure, among other things, that the integrity of the dikes, weirs, storm water management system, monitoring wells, fences, gates, roadways and other facilities are not compromised. The COUNTY and its contractors shall comply with the Plan at all times. The Plan shall include an estimated quantity of spoil material to be removed.

3. PAYMENTS:

In recognition of the fact that the COUNTY is using the material to restore beaches severely damaged by two hurricanes, the difficulty and expense of offloading a dredged material management area located on an island, and the cost savings and other benefits that will accrue to the DISTRICT, the DISTRICT waives any fees or payments from the COUNTY.

4. USE OF PREMISES/CONDUCT OF BUSINESS:

- a) COUNTY and its authorized contractor shall occupy and use the Premises solely for the removal of spoil material for use in the Permitted Use. COUNTY shall not use the Premises or construct other improvements thereupon except as specifically provided above without DISTRICT's prior written consent.
- b) COUNTY and its authorized contractor shall, at COUNTY's expense, comply with all laws, ordinances and regulations of the United States, State of Florida and the County of Volusia, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises, and shall not make any use of the Premises which shall unreasonably disturb DISTRICT's neighbors or otherwise become a nuisance.
- c) The DISTRICT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DISTRICT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

5. COUNTY'S FIXTURES AND ALTERATIONS:

- a) COUNTY agrees that it will not make any alterations (whether structural or otherwise), improvements or additions to the Premises except to the extent necessitated by the Premise's island location and as specifically provided in the approved Plan.
- b) In addition to the above, COUNTY shall also procure from the appropriate governmental agencies all necessary permits and authorizations before proceeding with any alteration, repair or improvement, and shall at all times comply with such permits and all conditions thereof, all at COUNTY's expense.

c) Not later than the expiration of this Agreement, COUNTY shall, at its sole expense, restore the Premises to its pre-Agreement condition excluding any removal of spoil material.

6. ASSIGNMENT:

- a) COUNTY shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage or otherwise encumber (herein collectively referred to as an "assignment") this Agreement or any interest of COUNTY herein, in whole or in part, nor permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of DISTRICT in each and every instance, which may be unreasonably and arbitrarily withheld. The consent of DISTRICT to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. If this Agreement or any interest of COUNTY herein be assigned or if the whole or any part of the Premises be used or occupied by others after having obtained DISTRICT's prior written consent thereto, COUNTY shall nevertheless remain fully liable for the full performance of all obligations under this Agreement to be performed by COUNTY and COUNTY shall not be released therefrom in any manner.
- b) Should COUNTY, in violation of the provisions of this Paragraph, assign this Agreement, or allow the Premises to be used or occupied by others without obtaining DISTRICT's prior written consent, then such assignment or occupancy shall be null and void and of no force and effect. Such act on the part of COUNTY shall be deemed a default of COUNTY entitling DISTRICT to exercise any of the rights and remedies therefor as set forth in Paragraph 12 hereof.

7. LIENS

- a) Mechanics' or Materialmen's Liens: COUNTY shall not cause any liens of mechanics, laborers or materialmen to stand against the Premises for any labor or material furnished or claimed to have been furnished to COUNTY in connection with any work of any character performed or claimed to have been performed on the Premises, by or at the direction of COUNTY.
- b) If the Premises or any part thereof or COUNTY's interest therein becomes subject to any suppliers, vendors, mechanics, laborers, materialmen or other lien, encumbrance or charge (collectively hereinafter called a "lien"), other than a lien caused by the actions of the DISTRICT, COUNTY shall promptly notify DISTRICT of the filing or the threatened filing of any such lien, shall promptly cause the lien to be satisfied or transferred to other security.
- c) DISTRICT's Liability for COUNTY's Liens: It is hereby agreed by the parties hereto that DISTRICT will not be liable for any labor, services or materials furnished or to be furnished to COUNTY or to anyone holding the Premises, or any part thereof, through or under COUNTY, and that no liens for any labor or material shall attach to or affect

the interest of DISTRICT in and to the Premises. All contracts for construction or repair shall contain the above cautionary language and shall require all subcontractors, materialmen and laborers to be so advised. Failure of COUNTY to so notify and advise such contractor(s) in writing prior to the commencement of any work to be performed shall constitute a default hereunder and entitle DISTRICT to those rights and remedies set forth in Paragraph 17 hereof.

8. LIABILITY OF DISTRICT/WAIVER/INDEMNIFICATION:

- a) As a consideration for the making of this Agreement and in light of the fact that COUNTY has had the opportunity to make such inspections and tests as COUNTY, in COUNTYs' judgment, has deemed necessary, COUNTY accepts the Premises in its "As-Is Condition" and DISTRICT shall not be liable for any condition, latent or patent, existing in, on or under the Premises, nor for injury or damage which may be sustained to person or property of COUNTY or any other person caused by or resulting from water, rain, groundwater, soil, sand, silt or any other material which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defect of the dikes, pipes, weirs, or other fixtures, from noise, vibration, smoke or odors emanating from the Premises, or from any other source or cause whatsoever, nor the interference with light or incorporeal hereditaments, specifically excluding such damage or injury which results from the gross negligence of DISTRICT, nor shall DISTRICT be liable for any defect in the Premises, latent or otherwise, except as provided by law.
- b) Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the DISTRICT against any actions, claims or damages arising out of the COUNTY'S negligence in connection with this Agreement, and the DISTRICT shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the DISTRICT's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions, and the cap on the amount and liability of damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort.
- c) COUNTY shall include in any construction contract for work upon or involving the Premises that the contractor shall indemnify and hold harmless the COUNTY and DISTRICT, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract.

- d) COUNTY shall be responsible for the payment of any fines or administrative penalties assessed and any remedial or mitigation actions required due to or arising out of any violation or alleged violation by COUNTY or COUNTY's employees, agents or contractors of laws, ordinances and regulations of the United States, State of Florida, and the County of Volusia, including, without limitation, all applicable permits and conditions thereof, pertaining to the use and occupancy of the Premises.
- e) The provisions of this Section 8 shall survive the termination of this Agreement.

9. INSURANCE

- a) COUNTY will keep in force, with companies and in a form acceptable to DISTRICT, at COUNTY's expense, during the term of this Agreement and any extension or renewal thereof, during the term of the License, and during such other time as COUNTY occupies the Premises or any part thereof, commercial general liability insurance with respect to the Premises with a minimum Five Million Dollars (\$5,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof.
- b) COUNTY will further deposit a certificate (s) of insurance for all policies of insurance required by the provisions of this Paragraph 9 together with satisfactory evidence of the payment of the required premium or premiums therefor with DISTRICT at or prior to the commencement date and before first utilizing the Premises, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. At DISTRICT's option, COUNTY shall deliver copies of insurance policies and all endorsements thereto, together with a certificate that such copies are true and complete.
- c) All policies of insurance required to be carried by COUNTY by Paragraph 9 (a) hereof shall provide that the policy shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice to DISTRICT and shall name DISTRICT as an Additional Insured.
- d) All such policies required hereunder shall be obtained from companies licensed, organized and authorized to do business in the State of Florida.
- e) The COUNTY's insurance shall be primary insurance as respects the DISTRICT, its Commissioners, officers, employees and agents, and any insurance or self-insurance maintained by the DISTRICT, its Commissioners, officers, employees and agents shall be excess of the COUNTY's insurance and shall not contribute to it.
- f) The policies shall contain a waiver of subrogation against the DISTRICT, its

Commissioners, officers, employees and agents for any claims arising out of the work of the COUNTY.

- g) The policy may provide coverage which contains deductible or self-insured retentions of not more than \$50,000.00 as to COUNTY and no deductible or self-insured retention as to any additional insured without prior approval of the DISTRICT. The COUNTY shall be solely responsible for deductible and/or self-insured retention.
- h) Liability insurance carriers must have a Best's "Financial Strength Rating" of at least "A-" and a "Financial Size Category" of a minimum of "VII" and must be admitted in the State of Florida.
- i) If used to satisfy the minimum coverage, Umbrella Liability or Excess Liability insurance must be maintained with coverage at least as broad as the underlying policies. This insurance shall be in addition to and in excess of any other insurance coverages required hereunder. The applicable policies of insurance shall indicate which policies the Umbrella Liability or Excess Liability includes as underlying and a deductible or self-insured retention of not more than \$50,000.00 as to COUNTY (unless approved in writing by the DISTRICT) and no deductible or self-insured retention as to any additional insured.
- j) COUNTY may substitute a general liability policy issued to COUNTY's contractor provided that such policy names both COUNTY and DISTRICT as "additional insureds" and otherwise meets the requirements of this Section 9.

10. REPAIRS AND MAINTENANCE OF PREMISES

- a) COUNTY shall at all times at its sole cost and expense keep and maintain the Premises in good order, condition and repair and shall not commit or suffer any waste on the Premises.
- b) COUNTY will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for COUNTY's use, or by the installation or removal of such property or equipment, regardless of fault or by whom such damage shall be caused.
- c) COUNTY, at COUNTY's sole cost, shall completely remove COUNTY's materials and equipment from the Premises and restore the pre-Agreement condition excluding any removal of spoil material as existed as of the Effective Date not later than June 1, 2025.
- d) In the event COUNTY defaults in the performance of any of its obligations under this Paragraph 10, DISTRICT, in addition to DISTRICT's other remedies under this Agreement, at law or in equity, may, but shall not be obligated to, cure such default,

following reasonable notice and opportunity for County to cure such default on behalf of COUNTY and COUNTY shall reimburse DISTRICT upon demand for any sums paid or costs incurred curing such default.

e) The provisions of this Paragraph 10 shall survive the termination of this Agreement.

11. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- a) If COUNTY defaults in the payment of any sum of money due hereunder and such default shall continue for three (3) days after the date of notice from DISTRICT to COUNTY.
- b) If COUNTY defaults in fulfilling any of the other covenants of this Agreement on COUNTY's part to be performed hereunder and such default shall continue for the period of thirty (30) days after notice from DISTRICT to COUNTY specifying the nature of said default, or, if the default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said thirty (30) day period, if COUNTY shall not in good faith have commenced the curing or remedying of such default within such thirty (30) day period and shall not thereafter diligently proceed therewith to completion.

12. REMEDIES IN EVENT OF DEFAULT

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or DISTRICT.

13. NOTICES

Each notice, correspondence, document or other communication (collectively, "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery (including delivery by services such as Federal Express) or by depositing it with the United States Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party as follows:

If to COUNTY: Volusia County

123 W. Indiana Ave Deland, Florida 32720

Attn: Ben Bartlett, Public Works Director

With copy to: Volusia County Coastal Division

515 S Atlantic Ave

Daytona Beach, Florida 32118

Attn: Jessica Fentress, Coastal Director

If to DISTRICT: Florida Inland Navigation District

1314 Marcinski Road Jupiter, Florida 33477

Attention: Executive Director

With a copy to: Peter L. Breton, Esq.

The Law Office of Peter L. Breton, PLLC

2427 Ashbury Circle Cape Coral, FL 33991

Except as provided herein to the contrary, Notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the third mail delivery day after the day of mailing as provided above, and the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt so deemed. In addition, the inability of the United States Postal Service to deliver because of a change of address of the party of which no Notice was given to the other party shall be deemed to be the receipt of the Notice sent. Changes of address and persons to whom Notice shall be addressed shall be made by Notice hereunder.

14. MISCELLANEOUS

- a) COUNTY has inspected the Premises and is familiar with its present condition and takes said Premises in "As-Is" condition.
- b) The failure of DISTRICT or COUNTY to take any action against the other for violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement.
- c) No act or agreement to accept surrender of the Premises from COUNTY shall be valid unless in writing signed by the parties hereto.
- d) This Agreement fully and completely expresses all agreements and understandings of

the parties hereto. Furthermore, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated unless in writing and signed by the parties hereto.

- e) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR COUNTY'S USE AND OCCUPANCY OF THE PREMISES.
- f) COUNTY hereby acknowledges COUNTY's responsibility to insure COUNTY's property maintained within or upon the said Premises at COUNTY's expense.
- g) COUNTY shall not change or install additional locks on any gates without DISTRICT's express written consent. In the event COUNTY changes or installs additional locks, COUNTY shall provide DISTRICT with duplicate keys therefor at COUNTY's expense.
- h) If any term or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall not be affected thereby, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- i) This Agreement shall not be recorded in the Office of the Clerk of any Circuit Court in the State of Florida, except that DISTRICT may file a memorandum of this Agreement.
- j) This Agreement shall be construed under the laws of the State of Florida.
- k) The Section headings of this Agreement are for convenience only and are not to be considered in construing the same.
- This Agreement may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.
- m) Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement; (b) it has all necessary power and authority to enter into this Agreement and to perform the agreements contained in this Agreement; and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.

n) The parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of: or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

	AS TO LANDLOARD:
APPROVED TO FORM AND LEGAL SUFFICIENCY:	FLORIDA INLAND NAVIGATION DISTRICT
Peter L. Breton, Esq., General Counsel	J. Carl Blow, Chair
DATED:	DATED:
ATTEST:	COUNTY COUNCIL COUNTY OF VOLUSIA, FLORIDA
George Recktenwald County Manager	Jeffrey S. Brower County Chair
Date:	Date:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
BY: Paolo Soria, Assistant County Attorney	Date:

LEGAL DESCRIPTION OF MSA 434-S

BOUNDARY SURVEY PARTS OF SECTION 5 & 6 TOWNSHIP 17 SOUTH, RANGE 34 EAST VOLUSIA COUNTY, FLORIDA

PROJECT SITE MSA 434 / 434C (SOUTH ISLAND)

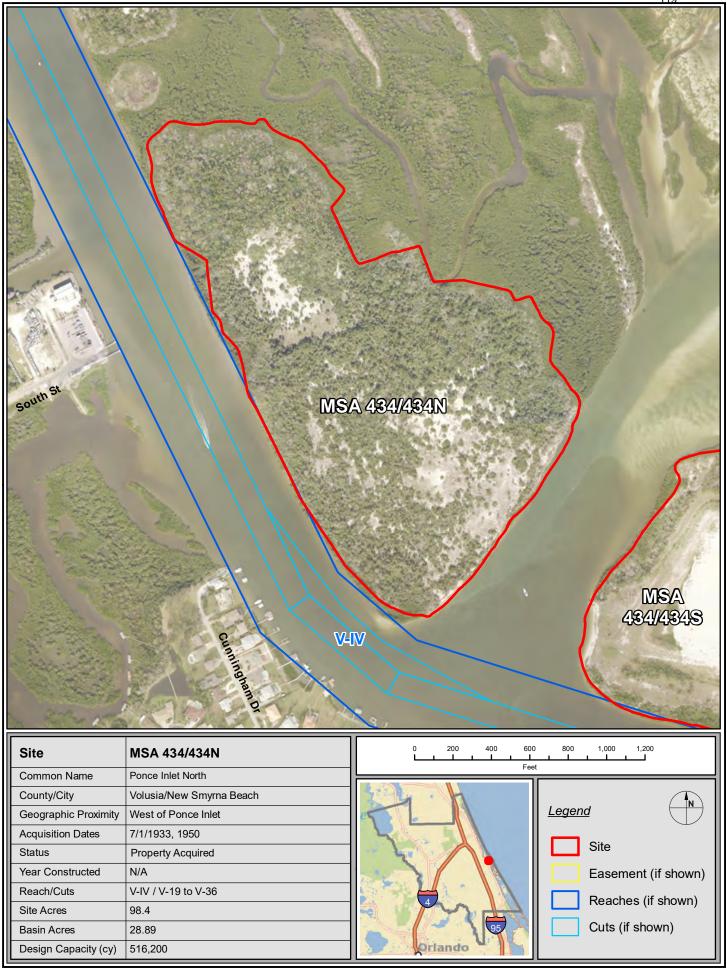
LEGAL DESCRIPTION: MSA 434

BEING ALL THOSE PORTIONS OF THE UNSURVEYED MARSH AND OVERFLOW LANDS LYING WITHIN THE HEREINAFTER DESIGNATED SECTIONS AND EMBRACED WITHIN THE STRIP OR ZONE EIGHT HUNDRED (800) FEET IN WIDTH BEING BOUNDED ON THE WEST AND SOUTH BY THE EASTERLY AND NORTHERLY BOUNDARY OF THE FIVE HUNDRED (500) FOOT RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY AND ON THE EAST AND NORTH BY A LINE PARALLEL TO AND EIGHT HUNDRED (800) FEET DISTANT FROM (WHEN MEASURED AT RIGHT ANGLES TO) THE EASTERLY AND NORTHERLY BOUNDARY OF THE FIVE HUNDRED (500) FOOT RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY AS THAT RIGHT-OF-WAY IS SHOWN ON A MAP RECORDED IN THE CURRENT PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 13 AT PAGE 9, SAID EIGHT HUNDRED (800) FOOT ZONE EXTENDS FROM THE NORTH BOUNDARY OF THE UNSURVEYED SECTION TWENTY-FIVE (25) IN TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-THREE (33) EAST, THROUGH AND ACROSS THE UNSURVEYED PORTIONS OF SECTIONS TWENTY-FIVE (25) AND THIRTY-SIX (36) TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-THREE (33) EAST, SECTION THIRTY-ONE (31) TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-FOUR (34) EAST, SECTIONS FIVE (5) AND SIX (6) TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY-FOUR (34) EAST, TO THE PRODUCTION NORTHWESTERLY OF THE SOUTHEASTERLY TERMINOUS OF THE FIVE HUNDRED (500) FOOT RIGHT-OF-WAY IN THE UNSURVEYED PART OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY-FOUR (34) EAST.

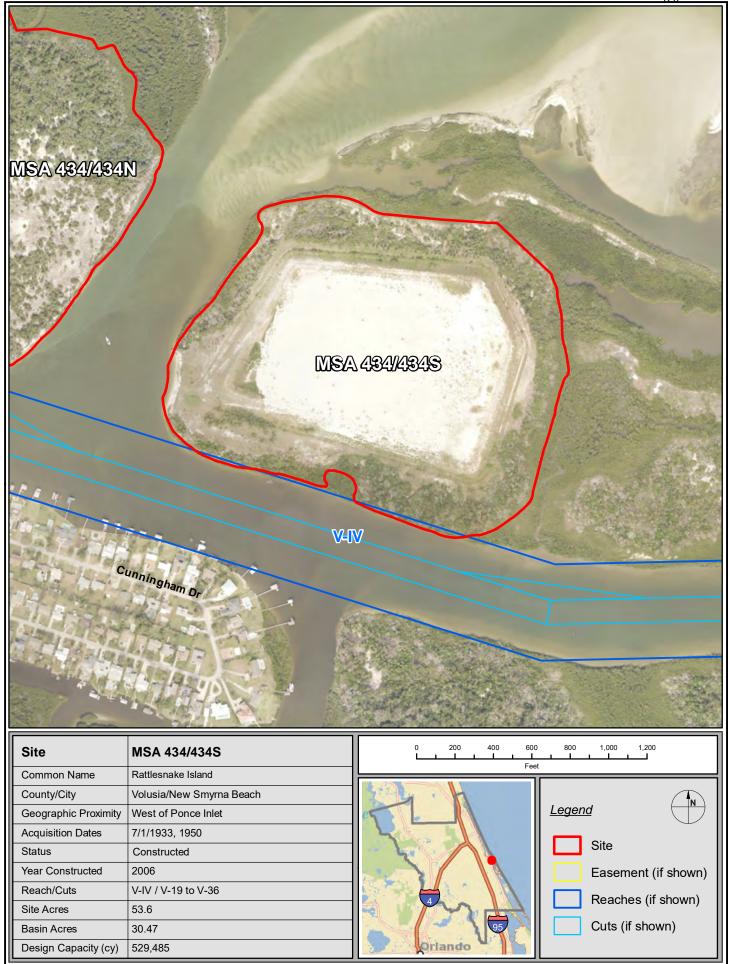
LEGAL DESCRIPTION: MSA 434C

ALL THAT PART OF THE NORTH ONE-HALF (N1/2) OF UNSURVEYED SECTION 6, TOWNSHIP 17 SOUTH, RANGE 34 EAST, IN VOLUSIA COUNTY, FLORIDA, WHICH LIES ON THE NORTH AND EASTERLY SIDE OF THE RIGHT-OF-WAY OF THE INTRACOASTAL WATERWAY FROM JACKSONVILLE TO MIAMI, FLORIDA, AS SAID RIGHT-OF-WAY IS SHOWN ON PAGE 9, OF PLAT BOOK 13, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.











Delivering Leading-Edge Solutions

February 6, 2023

Mr. Mark Crosley Executive Director Florida Inland Navigation District (FIND) 1314 Marcinski Rd Jupiter, FL 33477

RE: Scope of Professional Engineering and Environmental Services MSA 504C Conceptual Design, Permitting, and Final Design Martin County, Florida

Mr. Crosley:

Per your request, we prepared the enclosed scope of work (Attachment A) and cost proposal (Attachment B) for engineering and environmental services required to permit and design Material Storage Area 504C. As detailed in the enclosed documents, our proposed services include conceptual design, field investigation, environmental permitting, preliminary and final design, and preparation of bid documents.

Taylor Engineering will perform these base services on a cost-plus basis for an amount not to exceed \$378,569.32. Of this amount, \$56,500 represents the proposed fee for our geotechnical sub-consultant, ECS Florida LLC (ECS).

If you have any questions concerning this proposal, please contact Terry Cake, P.E. or me. We can begin work immediately upon your notice to proceed.

Sincerely,

Jerry Scarborough, P.E.

Senior Advisor, Waterfront Engineering

Attachments:

A -Scope of Work

B - Cost Summary

C - Sub-contractor Proposals

SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES MSA 504C CONCEPTUAL DESIGN, PERMITTING, AND FINAL DESIGN MARTIN COUNTY, FLORIDA

INTRODUCTION

The Florida Inland Navigation District (FIND) identified site Material Storage Area (MSA) 504C to serve the portion of the Intracoastal Waterway (ICWW) in Martin County defined as "Reach III". This reach of the waterway extends 6.0 miles from the vicinity of Great Pocket (ICWW mile 247.79) southward to the vicinity of Hobe Sound (ICWW mile 253.79).

MSA 504C is located on SE Gomez Ave, Hobe Sound, Florida (Figure 1). The site is located directly adjacent to the western shoreline of the Intracoastal Waterway (ICWW). FIND acquired the Gomez property as a result of a land swap for MSA 504 B/E. The site is bordered by residential areas to the south and east and the Gomez Preserve to the north. The MSA 504C boundary includes \pm 63.93 acres comprising the Gomez property (52.50 acres) and MSA-504 (11.43 acres) as shown in Figure 2. The site is currently undeveloped. Taylor Engineering completed a wetland delineation of the Gomez property in 2022. This delineation identified 47.47 acres of wetlands on the property (Figure 3)

FIND plans for construction of a dredged material management area (DMMA) on the site. The historical management plan for this site, , written prior to the land swap, suggest that MSA 504C should have a target a storage capacity of approximately 90,000 cubic yards.. Physical limitations of site 504C (property boundaries and wetlands) may significantly limit the usable area of the site and may reduce the capacity of the site. Taylor Engineering will design a containment facility consisting of an earthen embankment with access roads, ramps, and appropriate stormwater treatment. On-site fill is proposed for dike construction. Supernatant discharged from the MSA will be discharged from a weir structure within the containment area and will be discharged through a temporary pipeline, constructed at the time of dredging, along the path of an existing roadway between the containment area and the ICWW. This project does not plan to construct permanently installed inlet or discharge pipelines.

We have based our scope of services on the following assumptions and exclusions:

- 1. A wetlands delineation and community classification of the entire MSA 504C site has been performed to document existing natural resource conditions. Site development is likely to result in unavoidable, permanent wetland impacts. A listed species assessment will be required.
- 2. FIND will use an approved wetlands mitigation bank to offset unavoidable wetland impacts.
- 3. Because a gopher tortoise (*Gopherus polyphemus*) survey is only valid for 90-days, identification of active gopher tortoise burrows and the relocation permit (required for construction) is not included in this proposal. FIND will address gopher tortoise permitting and relocation requirements, if any, separate from this contract and closer to the expected construction start date.
- 4. Martin County will not require a permit for the construction of the DMMA nor associated wetland impacts, if any.

- 5. Our geotechnical subconsultant, ECS Florida LLC (ECS) will evaluate the existing groundwater conditions at the site. Groundwater modeling and mitigation control design is not included in this scope of services and is not expected to be necessary given the sites proximity to the IWW.
- 6. No cultural or archeological resources occur on site.
- 7. Because impacts to submerged resources (e.g., seagrass) are not expected, this scope of work excludes submerged resource impact mitigation planning and design.
- 8. FIND will pay all permit application fees directly to the regulatory agencies.
- 9. Taylor Engineering will provide all surveying related services to complete the project.

If any of these assumptions prove incorrect, Taylor Engineering will notify FIND of the changes and submit a proposal for any additional services necessitated by the changes. This proposal does not include construction-phase services.

TASK 1 CONCEPTUAL DESIGN

This task includes the collection of information to facilitate the detailed documentation of site conditions and facilitate the preliminary design described in Task 4. Taylor Engineering will design the preliminary DMMA site layout using the information presented in the 1994 MSA FO-504B/E Dredged Material Management Area Management Plan to perform associated volume calculations for the overall site plan. Based on this information, we will develop the conceptual project site plan to be as consistent as possible with the MSA 504B/E preliminary design within the constraints of the MSA 504C site. In addition to the central containment basin, the site plan will include access ramp locations, ingress/egress points, and access road locations. We will develop a site design with the goal of obtaining balanced cut and fill earth volumes (to avoid the expense of having an off-site borrow material source). This site design will be used as the design footprint for Task 2 and Task 3. Development of a complete management plan for site MSA 504C is not anticipated or included in this scope.

TASK 2 FIELD INVESTIGATION

This task involves collection of existing site conditions data necessary for preparation of regulatory permit applications and completion of the final engineering design of MSA 504C.

2.1 Geotechnical Investigation

Taylor Engineering selected subconsultant ECS Florida LLC, to complete a geotechnical investigation and provide key design information for the engineering design of MSA 504C facility. Activities during this task will begin with a field investigation to include Standard Penetration Test (SPT) borings with variable depths between 15 and 60 feet. Work will continue with laboratory and geotechnical engineering analysis. The deliverable for this task will comprise a report to establish geotechnical parameters for the weir concrete slab foundation conditions, dike foundation conditions, borrow source soil conditions, settlement countermeasures (if necessary), and dike construction qualities (e.g., recommended slopes, compaction criteria). Taylor will survey the geotechnical boring locations identified by ECS. Attachment C provides ECS's scope of services in its entirety.

2.2 Surveying

Taylor Engineering previously performed a boundary survey at 504C using the legal description to verify property corners and verify control and monumentation at the site. Activities associated with this task include a topographic and site feature survey of the western 800' portion of the site where construction activities may occur. Verification of existing on-site easements, bathymetry survey or location of the Mean High-Water Line are not anticipated or included in this scope

2.3 Drone Aerials & Mapping

Taylor Engineering will perform a site visit to collect high-resolution aerials and georeferenced maps of the MSA 504C site. This information will show the existing conditions at the site and serve as the aerial for the construction drawings of this project.

2.4 Wetland Line Review

Taylor Engineering previously completed a natural resources survey and wetland delineation on the MSA 504C property site. We will schedule and participate in two on-site meetings — one with FDEP and one USACE regulatory staff — to verify the jurisdictional wetland boundary and, if necessary, adjust the boundary based on agency staff field observations and comments.

TASK 3 ENVIRONMENTAL PERMITTING

Construction of the MSA 504C site will require permits from FDEP (Environmental Resource Permit) and U.S Department of the Army (Section 404 permit). Task 3 includes preparation and submittal of state and federal permit applications for the construction of MSA 504C and includes time to respond to requests for additional information (RAI) and coordinate with regulatory agency staff throughout the review process.

3.1 Pre-Application Meetings

Taylor Engineering will develop materials for, coordinate, and conduct up to two preapplication meetings with the FDEP and USACE (one per agency). During these meetings, we will introduce the project to regulatory agency staff, discuss foreseeable permit application issues, and solicit agency recommendations concerning the content and format of the application materials. Following completion of the pre-application meetings, Taylor Engineering will compile and submit meeting minutes to all attending parties.

3.2 Environnemental Permit Applications

Based on data collected in Task 1, the proposed site plan layout, and agency comments made during the pre-application meetings, Taylor Engineering will prepare and submit separate applications to the FDEP and the USACE. In addition to all appropriate application forms, the application will include signed and sealed permit-level design drawings and narratives describing the (1) overall project and conceptual design, (2) location of on-site sensitive natural habitats, (3) best management practices and impact avoidance and minimization techniques, (4) natural resource impact analysis and mitigation, (5) alternatives analysis (USACE requirement), and (6) construction methodology and schedule.

3.3 Natural Resource Impact Analysis and Mitigation Planning

Based on findings of Task 1, Taylor Engineering will overlay the project footprint on the mapped natural resource features to locate and quantify unavoidable impacts areas. We will apply the FDEP's Uniform Mitigation Assessment Method (UMAM) to assess natural resource impacts and mitigation requirements. The regulatory agencies' mitigation preference is the use of an approved mitigation bank. If required, Taylor Engineering will identify the available mitigation bank options and associated costs. Taylor Engineering will provide this information to FIND.

3.4 Responses to Requests for Additional Information (RAI) and Agency Coordination

Following submission of the permit applications, FDEP and USACE will likely respond with one or more RAI. A RAI typically includes a series of questions requiring additional explanation of the proposed project work, requested changes to the project to meet specific concerns, and specific design changes to meet agency design guidance. This proposal includes a maximum budget of \$20,000 to respond to agency RAIs If RAI responses require additional labor, field investigations, or laboratory tests beyond the budget included in this proposal, we will submit a new proposal describing the work needed to satisfy agency requests and costs to accomplish the work. Taylor Engineering will provide all RAI responses to FIND for review before submitting them to the agencies.

The single most important activity during the permitting process is the establishment and maintenance of a clear line of communications between the applicant and the participating agencies. To that end, Taylor Engineering will coordinate with local, state, and federal agencies staff during the application review process. These agencies include, but are not limited to, the FDEP and USACE, U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation

Commission, and Martin County. We will maintain consistency between the state and federal permit applications and other environmental documentation and strive to resolve environmental issues that arise during the review period.

TASK 4 PRELIMINARY ENGINEERING DESIGN

In conjunction with Tasks 1, 2 and 3, Taylor Engineering will prepare preliminary engineering design documents sufficient for permit review by regulatory agencies. For the preliminary and final design (Task 5) tasks, Taylor Engineering will use information provided in in the 1994 MSA FO-504B/E Dredged Material Management Area Management Plan to build on the conceptual design developed in Task 1.

4.1 Site Reconnaissance Visit

Taylor Engineering will visit the site at least once to examine the physical characteristics of the site as they relate to the overall design of the project.

4.2 Preliminary Design

Taylor Engineering will design the DMMA site layout, perform associated volume calculations for the containment basin, and provide a preliminary engineering design for the weir structure.

Site Layout. Based on the wetland delineation and geotechnical report, we will update, as necessary, the project site plan developed in Task 1 to be consistent with the environmental and buffer requirements and any design changes necessary to accommodate site conditions. In addition to the central containment basin, the site plan will include access ramp location, ingress/egress points, and access road location.

Volume Calculations. We will construct a 3-D terrain model to complete a site design with the goal of obtaining balanced cut and fill earth volumes (to avoid the expense of having an off-site borrow material source) while providing sufficient dredged material storage volume.

Weir Design. We will provide a preliminary design analysis of the hydraulic control structures. Design components will include analysis of the hydraulic weir discharge characteristics, the H-pile box weir structures, the HDPE (high-density polyethylene) discharge piping system, and the aluminum access walkway. The weir structural design will consider geotechnical design parameters, lateral and hydrostatic uplift loads, and lateral earth pressure loads.

4.3 ERP Engineering Review Criteria

This sub-task addresses each of the three primary engineering design elements for the environmental permit application.

Capacity and Settling Time for Meeting Water Quality Standards at the Discharge. This element requires calculations demonstrating that the containment basin design settling characteristics (for the finest sediment fraction) will result in a discharge meeting water quality standards. To address this criterion, we will submit calculations and supporting geotechnical data from previously-collected sediment samples as reported in the 1994 MSA FO-504B/E Dredged Material Management Area Management Plan.

Dike Stability. This element includes (1) geotechnical site investigation, (2) soil testing, (3) stability/seepage analysis, (4) design safety factor determination, (5) site preparation specification, (6) dike construction material identification, (7) water level control design, (8) seepage control design, (9) minimum freeboard determination, (10) construction methods specifications, and (11) construction quality assurance/quality control guidelines. Task 2.2 addresses items 1 – 2; our development of guide specifications (Task 5) addresses items 5, 6, 10, and 11.

Addressing items 3, 4, 7, 8, and 9 (i.e., stability/seepage analysis, design safety factor determination, water level control design, seepage control design, and minimum freeboard determination) requires in-depth engineering analysis of the containment basin. Taylor Engineering, will complete the analysis and prepare a memorandum to detail the stability/seepage analysis, design safety factors, excess capacity requirements, storage capacity, structure height, volume recovery, and location and elevation of control structures.

Stormwater Quality and Prevention of Off-site Flooding. This element involves evaluation of the stormwater quality and quantity. Taylor Engineering will design the site drainage and size pipes, culverts, inlets, and ditches as necessary to provide adequate drainage and in accord with the required conditions determined at the pre-application meeting. We will design erosion control measures as necessary to protect against erosion from weir discharge and rainfall runoff.

4.4 **Permit Drawings**

We will prepare digital permit drawings for the various site elements. If appropriate, the permit set will include photo-based sheets depicting the project area. We will obtain existing aerial photography for this purpose. These drawings will provide plan, cross section, and detail views of the proposed DMMA basin and its return water control structure as well as any seepage, drainage, and erosion control features. We will provide signed and sealed permit drawings in digital (AutoCAD and PDF) format.

TASK 5 FINAL DESIGN AND BID DOCUMENTS

5.1 Final Design

Building on the preliminary design efforts and the regulatory permitting process, Taylor Engineering will conduct one additional site reconnaissance visit; complete the final engineering design for the containment basin, weir structure and associated deck platform, site access road, stormwater control infrastructure; and calculate final earthwork volumes associated with the overall site plan.

Site Reconnaissance Visit. Taylor Engineering will visit the site once to visualize and coordinate design aspects with site characteristics during the final engineering design process.

Containment Basin. Taylor Engineering will complete the project site plan consistent with the preliminary design, planning, and permit documents, as well as environmental and buffer requirements. In addition to the central containment basin, the site plan will include a final access ramp with ingress/egress points. Based on the slope stability and seepage analyses performed in Task 4.3, we will design and detail the underdrains (as appropriate) and collection system (including the perimeter ditch) to collect and route seepage away from the dike. This task also includes an evaluation of the perimeter ditch capacity for control and treatment of stormwater runoff.

Weir Structure and Associated Deck Platform. Taylor Engineering will complete final design of hydraulic control structures consisting of box weirs with adjustable timber flashboards to control discharge from the DMMA basin during operation. We will design an HDPE pipe collection system to route water collected by the weirs through the dike structure. Taylor Engineering will design the foundation to constrain the weirs against hydrostatic uplift forces during operations. We will design and detail box weir structural members and connections to resist lateral earth pressure and hydrostatic loads. We will design and detail an aluminum access walkway to allow personnel access to the weir structure from the dike crest.

Site Access Road. Taylor Engineering will provide design for stabilized soil/gravel access road to allow for site ingress/egress and transport around the site perimeter.

Stormwater Control. Taylor Engineering will determine stormwater drainage requirements to size pipes, culverts, inlets, and ditches for adequate site drainage. We will design erosion control measures to protect against erosion from weir discharge and rainfall runoff.

Volume Computations. Taylor Engineering will construct a final 3-D digital terrain model to complete a site design with balanced cut and fill earth volumes.

5.2 Bid Documents

We will prepare digital construction drawings for the various site elements. If appropriate, the drawing set will include photo-based sheets depicting the project areas. We will obtain existing aerial photography or conduct done aerial photography for this purpose. Construction drawings will provide plan, cross-sectional, and detail views of DMMA basin and its return water control structure as well as any necessary seepage, drainage, and erosion control features. Taylor Engineering will provide construction drawings in appropriate hard-copy format and in digital (AutoCAD) format, as well as record drawings signed and sealed by a Florida-Registered Professional Engineer.

We will update the Division 0 and 1 contract documents (Contract Documents) and prepare Division 2 and higher contract documents (Technical Specifications) for construction of the project.

5.3 Opinion of Probable Cost

We will prepare an opinion of probable cost for constructing the MSA 504C facility.

5.4 Bid Package Preparation

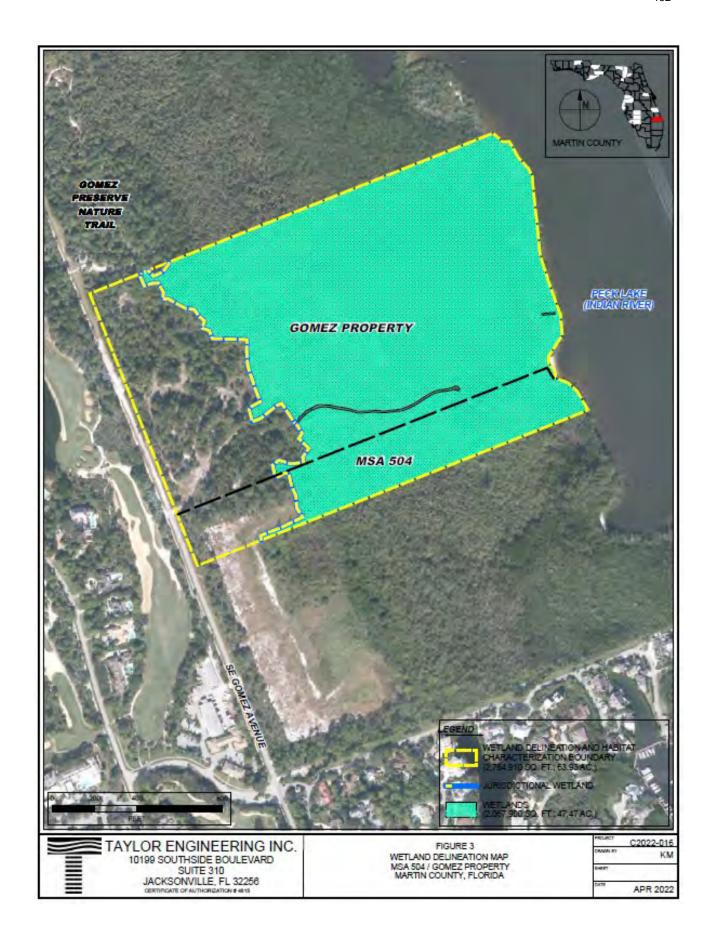
We will prepare a bid schedule with estimated quantities for all bid items. In preparation for project bidding and bid administration, Taylor Engineering will develop a digital bid document package including digital copy of the final drawings and specifications for FIND to advertise the bid and upload onto its FTP site.

ESTIMATED SCHEDULE

No.	Task	Months from Notice to Proceed																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Conceptual																		
1	Design																		
2	Field																		
2	Investigation																		
2	Environmenta																		
3	1 Permitting																		
	Preliminary																		
4	Engineering																		
	Design																		
	Final Design																		
5	and Bid																		
	Documents																		







Attachment B

Cost Summary by Task

TAYLOR ENGINEERING, INC. COST SUMMARY BY TASK P2023-008: MSA 504C

TASK 1: CONCEPTUAL DESIGN

Labor	Hours	Cost	Task Totals
Vice President/Principal	4.0	1,072.00	
Senior Advisor	4.0	1,076.00	
Senior Professional	14.0	2,940.00	
Project Professional	20.0	3,360.00	
Senior CAD Designer	36.0	6,120.00	
Project GIS Specialist _	4.0	492.00	
Total Labor-Hours	82.0		
Labor Cost			15,060.00
			_
Total Task 1			15,060.00

TASK 2: FIELD INVESTIGATION

Labor	Hours	Cost	Task Totals
Vice President/Principal	10.0	2,680.00	
Senior Advisor	4.0	1,076.00	
Program Manager	96.0	22,272.00	
Senior Professional	16.0	3,360.00	
Project Professional	36.0	6,048.00	
Staff Professional	97.0	12,125.00	
Senior CAD Designer	20.0	3,400.00	
Administrative/Intern	13.0	910.00	
Total Labor-Hours	292.0		
Labor Cost			51,871.00
		•	
Non-Labor	Units	Cost	
Geotechnical Investigation (ECS)	1.0	56,500.00	
Hotel	18.0	3,150.00	
Meals	18.0	1,152.00	
Mileage	880.0	475.20	
Meals	2.0	128.00	
Mileage	1,000.0	540.00	
Non-Labor Cost		61,945.20	
Fee @ 10.0%	_	6,194.52	
Total Non-Labor Cost		_	68,139.72
Total Task 2			120,010.72

TASK 3: ENVIRONMENTAL PERMITTING

Labor	Hours	Cost	Task Totals
Vice President/Principal	9.0	2,412.00	
Senior Advisor	9.0	2,421.00	
Program Manager	13.0	3,016.00	
Senior Professional	72.0	15,120.00	
Project Professional	80.0	13,440.00	
Staff Professional	90.0	11,250.00	
Senior CAD Designer	25.0	4,250.00	
Administrative/Intern_	18.0	1,260.00	
Total Labor-Hours	316.0		
Labor Cost			53,169.00
Total Task 3			\$ 53,169.00

TASK 4: PRELIMINARY ENGINEERING DESIGN

Labor	Hours	Cost	Task Totals
Senior Advisor	15.0	4,035.00	
Program Manager	20.0	4,640.00	
Senior Professional	138.0	28,980.00	
Project Professional	86.0	14,448.00	
Staff Professional	60.0	7,500.00	
Senior CAD Designer	96.0	16,320.00	
Administrative/Intern_	32.0	2,240.00	
Total Labor-Hours	447.0		
Labor Cost			78,163.00
Non-Labor	Units	Cost	
meals	2.0	128.00	
Mileage	500.0	270.00	
Non-Labor Cost		398.00	
Fee @ 10.0%	_	39.80	
Total Non-Labor Cost			437.80
Total Task 4			\$ 78,600.80

P2023-008: MSA 504C

TASK 5: FINAL DESIGN AND BID DOCUMENTS

Labor	Hours	Cost	Task Totals
Senior Advisor	9.0	2,421.00	
Program Manager	18.0	4,176.00	
Senior Professional	166.0	34,860.00	
Project Professional	252.0	42,336.00	
Senior CAD Designer	152.0	25,840.00	
Administrative/Intern_	24.0	1,680.00	
Total Labor-Hours	621.0		
Labor Cost			111,313.00
Non-Labor	Units	Cost	
meals	2.0	128.00	
rental car	2.0	250.00	
	_		
Non-Labor Cost		378.00	
Fee @ 10.0%		37.80	
	_		
Total Non-Labor Cost			415.80
Total Task 5			\$ 111,728.80

Project Total \$ 378,569.32

Sub-Contractor Proposals ECS Florida LLC



ECS Florida, LLC

Proposal for Subsurface Exploration and Geotechnical Engineering Services

MSA FO-504B/E Dredged Material Management Area

SE Gomez Avenue Hobe Sound, Martin County, Florida 33455

ECS Proposal Number 25:8294-GP

February 02, 2023





Geotechnical • Construction Materials • Environmental • Facilities

February 02, 2023

Mr. Terry Cake Taylor Engineering, Inc. 10199 Southside Blvd, Suite 310 Jacksonville, Florida 32256

ECS Proposal Number 25:8294-GP

Reference: Proposal for a Subsurface Exploration and Geotechnical Engineering Services

MSA FO-504B/E Dredged Material Management Area

SE Gomez Avenue

Hobe Sound, Martin County, Florida 33455

Dear Mr. Cake,

ECS Florida, LLC (ECS) is pleased and would like to thank you for the opportunity to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal contains our project understanding, proposed scope of services, fee estimate, schedule of work, and authorization requirements.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to the opportunity to work with you on this project and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (561) 840.3667.

Respectfully submitted,

ECS FLORIDA, LLC

F. Logan Loeloff, E.I.

Geotechnical Project Manager

lloeloff@ecslimited.com

F. Logar Toeloff

David Spangler, P.E.

Durl lu Spanh

Chief Engineer

Florida Registration No. 58770

Dspangler@ecslimited.com

PROJECT DESCRIPTION

Based on the information provided by you, ECS understands that an approximate 64 acre (total developable) site adjacent to the western shoreline of the Intracoastal Waterway (ICWW and SE Gomez Avenue), is proposed to be developed as a Dredged Material Management Area (DMMA). The preliminary design consists of an approximately 10.92 acre containment area with a 9 foot crest height above the existing mean site elevation of +9.24 ft NGVD. The proposed dike cross-sectional design includes side slopes of 1V:3H and a dike crest width of 12 feet. On-site borrow material is proposed for the dike construction.

ECS has been provided with the following files for review that provide the known geotechnical and preliminary design information:

- Site Location KMZ file for input into Google Earth
- MSA 504C Preliminary Site Plan
- Find 504C Geotech RFP Packet
- MSA 504B-E Management Plan

SCOPE OF SERVICES

Our services will be performed by a subcontracted drill crew and will include soil borings, field permeability testing, laboratory testing of representative soil and bulk samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. Based on the information given to us by your group, we propose to perform a total of 16 Standard Penetration Test (SPT) borings advanced to depths ranging to the order of 15 to 60 feet below existing ground surface and two (2) Hand Auger borings to depths of 6 feet below grade. The borings will be advanced to the proposed depths, unless boring refusal causes them to terminate at a shallower depth.

Upon completion of drilling operations, the samples will be returned to our laboratory in West Palm Beach, Florida for further identification and testing. Our proposed scope of field and laboratory services is as follows:

Field Exploration

- a. Field locate borings by use of Global Positioning System (GPS) device based upon field datum points and available plans. Elevations interpolated from civil drawings and/or referenced from published topographical maps.
- b. Mobilize ECS personnel to the site.
- c. Perform **9 Standard Penetration Test (SPT) borings to a depth of 40 feet** below the existing grade along the proposed Containment Dike alignment.
- d. Perform 5 field permeability tests at various depths below the proposed Containment Dike alignment.
- e. Perform 1 SPT boring to a depth of 60 feet below the existing grade at the proposed weirstructure.

- f. Perform **6 SPT borings to a depth of 15 feet** below the existing grade within the proposed Containment Area.
- g. Perform **2** Hand Auger borings to a depth of 6 feet below the existing grade within the proposed Containment Dike Alignment located in the wetland.
- h. Measure depth of groundwater within each boring at time of drilling.
- i. Backfill the borings upon completion with soil cuttings.
- j. Perform representative laboratory testing.

Site Clearing

Some local jurisdictional authorities require permission or clearing permit to cross property buffers with mechanized equipment, cross stormwater buffers with mechanized equipment, and/or to clear undergrowth and small trees. Please note that installing tree protection fence or other measures required by the local permitting jurisdictional authority to clear the site and cross buffers to obtain access to proposed boring locations by mechanized equipment is not included in our proposal.



Once we receive permission in writing to do so, we propose to clear small trees and undergrowth to allow the soil test boring drill rig to access the proposed boring locations. Please note that minimum 10-feetwide cleared paths will result. Paths up to about 15 feet wide are common, with larger areas on the order of 30 feet in diameter cleared around boring locations. We will attempt to minimize disturbance to the wooded site, and we will avoid cutting and grinding trees more than 4 inches in diameter as much as practical.

Our proposed fee does not include any restoration of cleared areas or moving/chipping of felled trees along the edges of cleared paths.

If there are any areas where clearing is not to be performed (such as buffers, Resource Protection Areas (RPA), tree protection areas, or other areas), those areas must be clearly marked on plans provided to us

and should be delineated in the field with flagging prior to our mobilization to the site. ECS cannot be responsible for disturbance of sensitive or restricted areas not identified in this manner.

We have assumed the site is accessible and that you will provide the right of access. We have not made an allowance to perform stormwater drawdown, dewatering design or slope stability analysis. ECS would be happy to perform this service, upon request.

ECS will use our in-house GPS system to locate the borings in the field. In addition, if precise vertical elevations are required, have your surveyor provide vertical survey control at our boring locations. This will aid us in evaluating and predicting groundwater levels and provide us with an accurate understanding of the soil conditions as compared to the proposed development. If you would like us to perform any of these services, we will be glad to modify this proposal for you.

Laboratory Testing

Laboratory classification and index property tests, including natural moisture contents, percent fines content, full sieve analyses, Atterberg limits, and percent organic contents, will be performed as necessary on selected soil samples obtained from the exploration. Grain-size distribution from sieve analysis will be presented both graphically and by summary statistics.

One dimensional consolidation testing and tri-axial shear strength testing (UU tests) will be performed on relatively undisturbed Shelby Tube samples, as required. We have budgeted for four UU tests (three points per test). four moisture/density relationship of soils (modified Proctor tests), three in-situ soil unit weight tests, and six laboratory hydraulic conductivity test will be performed on bulk samples obtained from the containment area above the anticipated excavation depth. All soil samples will be classified in accordance with the Unified Soil Classification System (USCS). Laboratory testing will be performed in accordance with ASTM Methods.

Report

Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations with respect to the planned construction and imposed loading conditions. The engineering report will include the following items:

- a. Observations from our site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
- b. A review of the published geologic conditions and their relevance to your planned development.
- c. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized. Soil strata suitable and likely unsuitable for dike construction borrow material within the dike footprint will be provided
- d. Logs of the soil borings and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the boring logs or included on a separate test report sheet.

- e. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction including a settlement evaluation of the proposed dike (magnitude and time rate of settlement). Recommend methods to decrease the consolidation period, reduce or design for the expected settlement (if the expected settlement magnitude is large), and methods to monitor consolidation settlement will be provided, if needed.
- f. Recommended shear strength (drained and undrained), unit weight, and hydraulic conductivity (vertical and horizontal) parameters for dike stability and seepage analyses. Recommended soil parameter for both in situ soils and placed and compacted fill will be provided. We understand Taylor Engineering will perform the seepage and slope stability analyses for the project.
- g. Specific recommendations for construction if dike settlement or differential settlement is deemed excessive.
- h. Recommendations for dewatering, mixing, or compaction of excavated material for placement and construction of the dike.
- i. General recommendations for earthwork and weir foundation construction methods.
- j. Recommended foundation type to support weir (shallow or deep foundations). An allowable bearing capacity and anticipated settlement will be provided if shallow foundations are feasible. For deep foundations, soil properties for analysis of the deep pile foundations will be provided. We understand that Taylor Engineering will complete the weir foundation design.
- k. General recommendations for bulkhead design.

Six Hard copies and one digital copy of the geotechnical report signed and sealed by a licensed Florida Professional Engineer will be provided.

ECS Advantages

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself on multiple disciplines to allow us to "Set the Standard of Service" for you, our clients. Most notably:

- **Experience**. ECS has established an extensive subsurface database for local geologies, allowing us to economically price subsurface explorations and offer appropriate techniques initially, not after the first phase of testing is complete.
- Technology. ECS utilizes Global Positioning System (GPS) services to locate borings in the field.
 This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- Expertise. ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services.

FEE ESTIMATE

ECS will provide our services outlined in this proposal for a **lump sum fee of \$56,500.00 for geotechnical exploration.** Our fee assumes that the proposed site is reasonably accessible based upon our assumptions

detailed in this proposal. If any additional services are requested or required based on differing site conditions, we will contact your office (or assigned representative) for verbal and written authorization for additional services. Any additional services will be performed in accordance with our unit rates on a time and material basis.

For time budget purposes and based on your project deadline, the scope of services should take about six (6) weeks from initial authorization through final report submission depending on drilling asset availability.

Utility Clearance and Site Restoration

We will contact Sunshine State One Call to locate underground utilities at the site; however, our experience indicates that One Call will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate our test boring locations in order to avoid underground utilities indicated by the One Call Utility locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities. If utilities are a concern we can provide private locator for an additional fee. Please note private utility locates will be limited to excavation locations with temporary markings and will not include a diagram of utilities. Please read the following section on private utility locator services and if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the One Call services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

AUTHORIZATION

If the above scope of work is acceptable to you, please sign the Proposal Acceptance Form and return one copy of the proposal acceptance form to us. This proposal is valid for a period of sixty days beyond that date it may be necessary to revise our schedule or fee.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the ASFE Professional

Firms Practicing in the GeoSciences, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note that we have provided a place to provide invoicing instructions and report distribution. In today's times with improved technology, and to provide you with the fastest response, we can provide the reports by e-mail. If this is acceptable, then list those to whom the reports should be sent and provide their e-mail addresses, if appropriate, on the Proposal Acceptance Form

Enclosures: Proposal Acceptance Form

Boring Location Diagram Terms and Conditions

PROPOSAL ACCEPTANCE FORM

ECS Florida, LLC

Project Name: MSA FO-504B/E Dredged Material Management Area

Location: SE Gomez Avenue Hobe Sound, Martin County, Florida 33455

Fee: Geotechnical Exploration \$56,500.00 (Lump Sum)

Optional Private Utility Locator \$1,200.00 (Lump Sum) ☐ Yes*

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

CLIENT AND BILLING INFORMATION

Name of Client:			
Contact Person:			
Telephone No.			
E-mail:			
	Responsible for Payment	Approval of	Invoice (if different)
Contact Name:			
Company Name:			
Address			
Address			
City, State, Zip			
Telephone No.:			
Fax No:			
E-mail Address:			
•	mally e-mailed directly to client. I esses and fax numbers below.	f you require copies to othe	rs, please provide their
Name	e-mail Address	Phone Number	Fax Number
Special Instructions: _			
			_
Client Signature: ×			
-		Date:	





BORING LOCATION DIAGRAM MSA FO-504B/E DMMA

SE GOMEZ AVE, HOBE SOUND, FLORIDA TAYLOR ENGINEERING, INC.

ENGINEER DS05 SCALE AS NOTED

PROJECT NO. 25:8294

FIGURE 1 OF 1

DATE 2/2/2023 Proposal No.: 25:8294-GP



ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

- 1.0 <u>INDEPENDENT CONSULTANT STATUS</u> ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants
- 2.0 <u>SCOPE OF SERVICES</u> It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

- 3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.
- 3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT's contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.
- 3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
- 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

- Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
- 4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.
- **5.0** <u>INFORMATION PROVIDED BY OTHERS</u> CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.
- **CONCEALED RISKS** CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

- 7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

- 8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.
- 8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.
- 8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

- 8.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
- 9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

- 10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
- 10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
- 10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
- 10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely

affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT's receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.
- 14.0 CERTIFICATIONS CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum

- amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 INSURANCE ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 <u>LIMITATION OF LIABILITY</u>

- CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS
 - 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
 - 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500.000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but

- only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, CONDOMINION OWNER SASSICIATION, OR SIMILAR RESIDENTIAL OWNER. ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

CONSEQUENTIAL DAMAGES

- CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

SOURCES OF RECOVERY

- All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 For projects located in Florida, the parties agree that PURSUANT TO FLA. STAT. SECTIONS 558.002 558.0035. CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR **NEGLIGENCE ACTS** FOR OR **OMISSIONS** ARISING OUT THE OF SERVICES.
- 22.0 THIRD PARTY CLAIMS EXCLUSION CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and thirdparty's agreement that ECS' Scope of Services performed is adequate.

DISPUTE RESOLUTION

In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive

- 150 negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 **CURING A BREACH**

- A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0

- CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- $\underline{\textbf{TIME BAR TO LEGAL ACTION}} \text{ Unless prohibited by law, and notwith standing any}$ Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services
- ASSIGNMENT CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- **SEVERABILITY** Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- **SURVIVAL** All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by



MEMORANDUM

TO: Mark Crosley, Executive Director

FROM: Jon C. Moyle, Jr.

DATE: March 6, 2023

RE: Report on Florida Legislative Activity and Bills of Interest

INTRODUCTION AND GENERAL OVERVIEW

The sixty-day 2023 Legislative session begins tomorrow, March 7, with Governor DeSantis addressing a joint session of the Florida Senate and Florida House of Representatives. The 2023 regular legislative session is scheduled to last 60 days and conclude on May 5, 2023. The state budget is the only bill that the Legislature is constitutionally mandated to pass each year.

The Governor has identified a number of key legislative priorities which have garnered his support. The Governor recently unveiled his proposed budget of \$114.8 billion dollars, a new proposed spending record for the state. Legislative committees have been reviewing the Governor's spending priorities during recently concluded legislative committee meetings. The state's financial coffers remain robust. Last month, the Governor released a record-setting \$2 billion dollar tax relief plan. The Governor's tax plan would save taxes on a number of children's items (baby and toddler cribs, clothing, and strollers) and outdoor items purchased from Memorial Day until September 4, including boating and water activity supplies, fishing supplies, camping supplies and residential pool supplies. In releasing his budget, the Governor noted the sound financial position of the state. State revenue growth largely continues to outpace

projections and the Governor's budget contains a significant surplus that could be used for emergencies.

Governor DeSantis is supporting a number of substantive issues this legislative session, including tort reform, allowing a majority jury vote to impose a death sentence rather than an unanimous vote, changing Florida's defamation laws in a way that may pave the way for the U.S. Supreme Court to consider a long-standing case from the early 1960s which requires a plaintiff to prove "actual malice", allowing gun owners to carry a concealed weapon without a state concealed weapons license, expanding the use of the E-Verify system to ensure job applicants are not undocumented immigrants, and making certain changes to the state's higher education system.

Legislative leadership has also signaled their respective priorities. Senate President Kathleen Passidomo (R-Naples) has made affordable housing her key priority. Speaker of the House Paul Renner (R-Palm Coast) has made expanding the use of school vouchers a top priority. During tomorrow's opening day of session remarks of President Passidomo and Speaker Renner, other priorities and areas of focus may be revealed.

More than 1,700 bills have been filed thus far by members of the Legislature. Most of these bills will not pass by the scheduled end of session. The deadline for a member to file a bill is tomorrow, the first day of the 2023 legislative session, by noon. Timely filed bills will continue to be publicly posted as they make their way through the process. Legislative committees also have the ability to file "committee bills", and often many of these committee bills are filed during the legislative session.

The balance of this report sets forth a review of specific issues that may be of interest to you and Florida Inland Navigation District Board of Directors.

ISSUES AND BILLS OF INTEREST

HB 37/SB 774 Financial Disclosures for Local Officers: Requires specified local officers to file full & public disclosure of financial interests; excludes specified local officers from requirement to file statements of financial interests. The House bill has passed one committee and the Senate bill has not been heard.

SB 100/HB 561: Mangrove Replanting and Restoration: Requires DEP to adopt rules for mangrove replanting & restoration; provides rule requirements. FIND has undertaken efforts clarify to ensure that authorized rulemaking will not result in mangrove replanting and restoration in the channel of the Intracoastal Waterway. The Senate bill passed its first committee of reference and the House bill has not yet been heard in committee.

SB 172/HB 177: Safe Waterways Act: Citing this act as the "Safe Waterways Act"; requiring, rather than authorizing, the Department of Health to adopt and enforce certain rules; directing the department to require closure of beach waters and public bathing places under certain circumstances; including public bathing places in an existing preemption of authority to the state pertaining to the issuance of such health advisories and an existing notification requirement; providing that municipalities and counties are responsible for maintaining the health advisory signs around affected beach waters and public bathing places that they own; requiring the department to establish a public statewide interagency database for a specified purpose, etc.

SB 84 Water Safety: Requiring a state park to have a certified lifeguard on duty at designated swimming areas within the park during certain timeframes; requiring the Department of Environmental Protection to install a water rescue station at each designated swimming area;

requiring comprehensive age-appropriate and developmentally appropriate K-12 instruction on water safety, etc.

HB 261: Boating Safety: Removes provision that exempts persons born before specified date from having certain identification & documentation in their possession while operating vessel; requires liveries to include pre-rental or pre-ride instruction on proper use of floatation devices; removes requirement that liveries obtain & carry insurance coverage for vessel renters. Neither bill has been heard in committee.

SB 724/HB 1181 Seagrass Restoration Technology Development Initiative: Establishing the Seagrass Restoration Technology Development Initiative within the Department of Environmental Protection; providing for funding; requiring the creation of a 10-year Florida Seagrass Restoration Plan; establishing the Initiative Technology Advisory Council as part of the initiative, etc. Neither bill has been heard in committee.

HB 1491/SB 1666 Marine Encroachment on Spaceflight and Military

Operations: Encourages sharing of information about community grants through federal programs to facilitate compatibility & resiliency of community planning & activities & mission of military installation or range; requires law enforcement agency or entity to report establishment of temporary protection zone to appropriate port authority; requires port authority to direct licensed state pilot or certificated deputy pilot to hand deliver written notice of such establishment & related penalties to operators of certain vessels; requires such operators to sign & return such notice to state pilot or deputy pilot. Neither bill has been heard in committee.

HB 1489/SB1686: Designation of Brevard Barrier Island Area as Area of Critical State

Concern: Designates Brevard Barrier Island Area as area of critical state concern; provides

guiding principles for development within area; provides for removal of designation. Neither bill has been heard in committee.

SB 448/HB549: Operating Vehicles and Vessels Under the Influence: Revising conditions under which a person commits the offense of driving under the influence or boating under the influence, respectively; revising a condition that must be met before a person arrested for driving under the influence or boating under the influence, respectively, may be released from custody; defining the term "impairing substance"; adding specified grounds for issuance of a search warrant, etc. Neither bill has been heard in committee.

SB 728 Liveries: Revising safety requirements for liveries and requiring hands-on instruction that meets specified requirements; revising insurance requirements for liveries and renters; authorizing the Fish and Wildlife Conservation Commission to enter into agreements with qualified contractors to perform compliance inspections of liveries; requiring liveries to make facilities and records available for inspection by the qualified contractors within a specified timeframe, etc. This bill which does not yet have a House companion bill, has not yet been heard in committee.

HB 103/SB1314 Boating-restricted Areas: Authorizes counties & municipalities to establish within certain portions of Florida Intracoastal Waterway slow speed, minimum wake boating-restricted areas within specified distance from private or public marina pumpouts. Neither bill has been heard in committee.

HB 1385/SB 1502: Vessel Owner and Operation Requirements: Revises anchoring limitation areas in certain sections of Biscayne Bay in Miami-Dade County; revises timeframe during which person may anchor vessel in anchoring limitation area within which such anchoring would otherwise be unlawful; requires law enforcement officers to conduct national criminal

background checks for vessel owners who are issued citations for specified violations. Neither bill has been heard in committee.

SB 1640: Installation of Waterway Markers: Revising the application requirements for marking certain waters of this state; requiring all waterway markers to be affixed to certain structures or buoys beginning on a specified date; requiring state and local governmental entities to conform to such requirements by a specified date, etc. This bill, which does not yet have a House companion bill, has not been heard in committee.

HB 847/SB 1082: Floating Vessel Platforms and Floating Boat Lifts: Provides that specified structures associated with docks on parcels of land create presumption of compliance with certain environmental impact requirements. The House bill will be heard in committee on March 8 and the Senate bill has not been heard.

SB 546/HB 641: Restoration of Osborne Reef: Requiring the Department of Environmental Protection to submit a status report on the Osborne Reef cleanup and tire removal project to the Legislature by a specified date; requiring the department to develop a restoration plan for the reef by a specified date; providing requirements for the restoration plan; requiring the department to submit a report to the Legislature upon completion of the plan. The Senate bill passed its first committee of reference today and the House bill has not been heard in committee.

CONCLUSION

If have questions, concerns, or need additional information about any of the bills identified in this report, please let me know. Many of the bills will be monitored for amendments that could create issues of concern. I will continue to work closely with you and Janet on key issues and monitor the activity of the 2023 general legislative session.

cc: Janet Zimmerman



February 3, 2023

Monthly Report for the Florida Inland Navigation District

TO: Mark Crosley, Executive Director

Janet Zimmerman, Assistant Executive Director

FROM: Jim Davenport, Partner

Biden's Fiscal Year 2024 Budget and Congressional Appropriations

President Biden's Fiscal Year (FY) 2024 budget request will be submitted to Congress on March 9, 2023. As a result, we expect the FY 2024 appropriations process to get underway shortly thereafter. We plan to submit community project funding requests to members of FIND's congressional delegation for waterway dredging projects. Thus, we look forward to receiving FIND's FY 24 projects soon. Like last year, we should anticipate making funding requests to several members, but focus our efforts on members where the dredging is anticipated to take place because we believe members will again be restricted to making 15 requests to the House Appropriations Committee. Therefore, the process of getting your member to submit a project to the Committee is highly competitive.

As we discussed, we will plan to arrange video conference meetings with those members we are targeting for funding requests. We will plan for a FIND trip to Washington in the later half of April to meet with members of your delegation.

Please contact me with any questions.



March 1, 2023

Monthly Report for the Florida Inland Navigation District

TO: Mark Crosley, Executive Director

Janet Zimmerman, Assistant Executive Director

FROM: Jim Davenport, Partner

Supplemental Appropriations and Fiscal Year 2024 Appropriations

On February 28, the U.S. Army Corps of Engineers released its Hurricane Ian Supplemental Work Plan, which includes \$5 million for maintenance dredging of the damaged areas of IWW. This is in addition to regular FY23 appropriations for the IWW and OWW.

President Biden's Fiscal Year (FY) 2024 budget request will be submitted to Congress on March 9, 2023. To that end, members of Congress are now seeking community project funding requests. We plan to submit funding requests to Reps. Brian Mast, Sheila Cherfilus-McCormick and new member Aaron Beane, each of whom represent areas of the IWW in need of dredging. Like last year, members will be restricted to making 15 requests to the House Appropriations Committee, so the process of getting your member to submit a project is highly competitive. It is possible we will target additional members as well.

As we discussed, we will plan to arrange video conference meetings with those members and staff we are targeting for funding requests. We will plan for a FIND trip to Washington in the latter half of April to meet with members of your delegation.

Please contact me with any questions.



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE FLORIDA INLAND NAVIGATION FIND AND THORN RUN PARTNERS, LLC.

The following is an agreement between the Florida Inland Navigation FIND, hereinafter referred to as "FIND", and the firm THORN RUN PARTNERS, LLC, a Washington, DC based firm, hereinafter referred to as "TRP".

WHEREAS, TRP has duly qualified experts in the field of public works, transportation, water resources, Federal budget processes, Federal grant programs, and Federal regulatory programs; and

WHEREAS, in the judgment of the FIND Board of Commissioners and the FIND Executive Director, it is necessary and desirable to employ the services of the TRP to assist the FIND with public works, transportation, water resources, budget processes, grant programs, and regulatory programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I- SPECIFIC PROVISIONS

- A. GENERAL SCOPE OF WORK: TRP will advise and provide government relations and public affairs related services to FIND on issues affecting FIND, and work with appropriate policy makers in the United States Legislative Branch and Executive Branch to facilitate FIND's agenda. In this role, TRP shall also assist FIND in its planning, establishing priorities among its objectives, and developing and implementing strategic plans.
- B. SERVICES TO BE PROVIDED: TRP will consult and advise, as requested, on public works, transportation, water resources, budget processes, Federal grant programs, and Federal regulatory programs, including, but not limited to:
 - 1. Assisting FIND in securing additional operation and maintenance funding for the maintenance of Atlantic Intracoastal Waterway, Intracoastal Waterway and Okeechobee Waterway projects in Florida by working with the U.S. Congress, the Administration, the Office of Management and Budget, and the U.S. Army Corps of Engineers.
 - 2. Assisting FIND in securing a modification to the Magnuson Stevens Reauthorization Act, or similar legislation, to exempt the maintained channels of the Atlantic Intracoastal Waterway, the Intracoastal Waterway and the Okeechobee Waterway from the definition of Essential Fish Habitat as it pertains to mitigating for maintenance dredging activity.
 - 3. Monitoring and reporting to FIND on Federal legislative and regulatory issues that may impact FIND.

- 4. Providing appropriate reports and backup information to discuss proposed Federal legislation and regulatory issues that may impact FIND to the Executive Director prior to regularly scheduled Board meetings for review by FIND's Board.
- 5. Monitoring and advising FIND on other National advocacy efforts related to the U.S. inland waterway system, including coordination with other inland waterway efforts by the Atlantic Intracoastal Waterway Association, the National Waterways Conference, the Marine Industries Associations of Florida or other waterway interests as identified and tasked by FIND.
- 6. Assisting FIND in other areas as may be requested in writing by FIND.
- C. PAYMENT: TRP's compensation for the services provided hereunder shall be \$9,000.00 per month. The monthly \$9,000.00 fee invoice shall be submitted by TRP at the first of each month, beginning on May 1, 2023. FIND shall reimburse the TRP for reasonable expenses incurred in connection with the TRP's work at actual cost. Expenses that are to be reimbursed include transportation and meals with client during client's trips to Washington. Expenses will be reimbursed to TRP monthly as included within the monthly invoice. All travel expenses will be incurred only following written approval by the Executive Director.
- D. KEY PERSONNEL: TRP has represented to FIND that FIND will have Jim Davenport as the principal of TRP's services, in the performance of TRP's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II- GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF TRP: The parties intend that TRP, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. TRP is not to be considered an agent or employee of FIND and is not entitled to participate in any pension plan, insurance, bonus or similar benefits FIND provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery, by mail or by e-mail. Notices, bills and payments should be addressed as follows:

FIND: Florida Inland Navigation District

1314 Marcinski Rd. Jupiter, FL 33477

TRP: Thorn Run Partners, LLC

100 M Street, SE – Ste. 750 Washington, DC 20003

D. NON-DISCRIMINATION: TRP shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

- E. TERMS OF AGREEMENT: This Agreement shall become effective on May 1, 2023, and shall terminate on April 30, 2026, or upon 30 day's written notice by either party with or without cause.
- F. JURISDICTION; VENUE: This Agreement and performance hereunder and all suits and proceedings hereunder shall be construed in accordance with the laws of the State of Florida. For any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Palm Beach County.
- G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the TRP related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the FIND or the TRP. Such public records may not be destroyed without the specific written approval of the FIND's Executive Director and in accordance with applicable state or federal law. Upon request by the FIND, the TRP shall promptly supply copies of said public records to the FIND. Nothing contained in this paragraph shall require the disclosure of records or information that is exempt from public records disclosure pursuant to state or federal law.
- H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the FIND. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The FIND shall retain the mediator and schedule a mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- I. ATTORNEY'S FEES; COSTS: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees and court costs at both trial and appellate levels.
- J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the TRP and FIND.

IN WITNESS WHEREOF, the part day of	ties hereto have caused this Agreement to be executed this
ATTEST:	FLORIDA INLAND NAVIGATION DISTRICT
	By: Mark Crosley, Executive Director
WITNESS:	THORN RUN PARTNERS, LLC
	By: Jim Davenport, Partner

Memorandum of Agreement

COOPERATIVE MANAGEMENT AGREEMENT
between

JUPITER INLET LIGHTHOUSE OUTSTANDING NATURAL AREA
BUREAU OF LAND MANAGEMENT
DEPARTMENT OF THE INTERIOR
and
FLORIDA INLAND NAVIGATION DISTRICT,
AN INDEPENDENT SPECIAL TAXING DISTRICT
OF THE STATE OF FLORIDA

This Cooperative Management Agreement (Agreement) is hereby entered into by and between the **JUPITER INLET LIGHTHOUSE OUTSTANDING NATURAL AREA**, Bureau of Land Management (BLM), an agency of the United States Department of the Interior, hereinafter referred to as the BLM, and **FLORIDA INLAND NAVIGATION DISTRICT**, an independent special taxing district of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as ("**DISTRICT**"), and collectively referred to as the parties.

I. PURPOSE

The purpose of this agreement is to establish a framework and formalize the partnership between the BLM and the DISTRICT to collaborate and coordinate support for achieving mutually agreed-upon interests, goals/objectives, and projects, within and concerning the Jupiter Inlet Lighthouse Outstanding Natural Area (ONA). Specifically, to facilitate the establishment of a temporary District headquarters office location within the ONA to support the administrative operations of the DISTRICT during the period of route network disruption associated with the Florida Department of Transportation's (FDOT) U.S. 1 Bridge replacement project.

II. STATEMENT OF MUTUAL INTERESTS

The BLM and the DISTRICT are both governmental public service entities. The BLM seeks within the framework of the ONA's designating legislation to protect the values for which the site was designated and to support, as a good neighbor, the communities served by the public lands. The DISTRICT is committed to carrying out its mission as the designated local sponsor of the Federally authorized Intracoastal Waterway and portions of the Okeechobee Waterway in an efficient and cost-effective manner while the DISTRICT's present office building at 1314 Marcinski Road, Jupiter, Florida, which is located south of the FDOT U.S. 1 Bridge replacement project, is undergoing renovation (the "FIND Office Renovation Project"). It is in the common interest of the parties to maintain good communications and work together on pursuing and achieving these interests.

III. AUTHORITY

The BLM enters into this agreement and any subsequent supplemental under the authorities and provisions of the:

- A. Federal Land Policy and Management Act of 1976, Section 307(b), 43 U.S.C. 1737(b), as amended and,
- B. Consolidated Natural Resources Act of 2008, Section 202(d)(3) and the Federal Lands Policy and Management Act of 1976, Section 307(b).

IV. RESPONSIBILITIES OF THE PARTIES

- A. The BLM and the DISTRICT jointly agree to the following:
 - (1) The use of LORAN C USCG FAMILY HOUSING UNIT C, 600 STATE ROAD 707, UNIT C, JUPITER, FL 33469; hereinafter "UNIT C," a federally owned and BLM-administered structure within the Jupiter Inlet Lighthouse ONA is allowed by the DISTRICT for official purposes only associated with the normal administrative functions of the DISTRICT, including, without limitations, public meetings of the DISTRICT's Board of Commissioners.
 - (2) The use of UNIT C by the DISTRICT is allowed on a temporary basis during the demolition/construction period of the replacement U.S.1 Bridge by FDOT. There is no expectation of use beyond this period.
 - (3) The parties will work together to ensure that the DISTRICT access of government land, facilities, and equipment and federally controlled information systems are compliant with Homeland Security Presidential Directive-12.
 - (4) The parties will work together to adequately secure facilities and use reasonable care to prevent damage and loss of property. The BLM is not responsible or liable for lost, damaged, or stolen DISTRICT property while on or in BLM-administered property.
 - (5) There is a mutual understanding that the facilities of UNIT C are provided "as is", at no cost to the DISTRICT and considered by the BLM to be in poor condition, requiring investment in plumbing systems to be brought up to standards and usable condition.
 - (6) Any investment made by the DISTRICT in UNIT C to resolve issues with, or enhance, structural, electrical, HVAC, and/or plumbing elements of the structure are considered improvement of "Real Property." Upon completion, these maintenance actions or enhancement shall update the BLM's condition assessment determination and be added to property records as part of the federal infrastructure and remain in place upon termination of use by the DISTRICT. BLM acknowledges DISTRICT is not obligated to make any improvements.
 - (7) The BLM shall make no reimbursement, engage in cost sharing, or provide federal funding for maintenance or improvements to UNIT C made by the DISTRICT over the course of this agreement.

- (8) Access codes to the Jupiter Inlet Lighthouse ONA fenced compound shall be provided to the DISTRICT. These codes shall only be shared with those staff and contractors requiring access for official business. Any members of the public requiring access to UNIT C shall be met by authorized employees of DISTRICT who shall escort such person or persons to and from UNIT C.
- (9) To meet annually to assess the effectiveness of this agreement as it relates to the purpose, objectives, and roles and responsibilities outlined herein, and to ensure expectations are clear and realistic, and if necessary, modify the agreement accordingly when/if there are any significant changes required.
- (10) There is a mutual understanding that there are a series of infrastructure projects occurring across that site, including installation of sewer, road replacement, and building construction. These activities may interrupt access and activities for short periods of time during the period of this agreement. The DISTRICT will be notified 30 days prior as to the impacted periods.
- B. As consistent with its mission and purpose, the BLM agrees to:
 - (1) Allow use of UNIT C in accordance with this agreement, including ingress and egress from the fenced compound within the Jupiter Inlet Lighthouse ONA, and appropriate use of the driveway and area immediately surrounding (within 20ft) the structure
 - (2) Provide access codes and combinations to the site and inform the DISTRICT 7-days in advance of any planned code and combination changes.
 - (3) Accommodate the parking of DISTRICT vehicles and privately owned vehicles as required for the DISTRICT operations, and private staff and contractor vehicles while on-duty or engaged in official business. All parking should be done in a manner to appear organized, ensure roadways remain clear, and minimize impacts to resources.
 - (4) Provide access to existing utility connection lines to UNIT C, and accept, upon termination or expiry of this agreement, the transfer of all established utility accounts associated with the structure.
 - a. If communication services (i.e., internet, phone) are needed, these services must utilize the existing "Comcast" cabling connections available on-site, and the DISTRICT must establish their own accounts and pay for these services. All cabling must be undergrounded in conformance with BLM's long-term plans to eliminate overhead cables across the site.
 - b. The BLM will provide the DISTRICT on-site operations with waste disposal facilities using a shared dumpster for residence/office. At a future date recycling waste container may be added which should be used appropriately and to the maximum extent possible.

- (5) In a timely manner review and approve maintenance and renovation plans, update official BLM condition assessments, and complete required property reports.
- (6) Designate an employee as the BLM liaison with the DISTRICT to provide regular and timely communication and coordination on all activities, programs, and services that may impact the use of UNIT C.
- (7) As requested, attend DISTRICT meetings and invite the DISTRICT to appropriate BLM meetings pertaining to subjects that may impact the use of UNIT C or affect ingress and egress to the site.
- (8) Provide an annual orientation to the DISTRICT on the Department, BLM, ONA, on-site facility, goals, objectives, scope of operations, and significant programs of concern at the site.

C. As consistent with its mission and purpose, the DISTRICT agrees to:

- (1) Obtain written approval from the BLM site, facility, or program manager before altering UNIT C and understand that all improvements to BLM property made by the DISTRICT become the property of the United States without compensation.
 - i. Provide the BLM with sufficient time to adequately review any such plans and as appropriate conduct formal or informal consultations on those plans with the State Historic Preservation Officers and the relevant Tribal Historic Preservation Officers, routine maintenance is excluded from this requirement.
 - ii. Ensure all alterations of the property meet relevant building codes and BLM standards.
 - iii. Use only qualified staff, and contractors to perform all alterations and renovations.
 - iv. Engage the BLM in review and inspection of the alterations prior to completion of contracts.
- (2) Conduct routine monitoring and maintenance activities at appropriate intervals to ensure continued operation, protection of the structure and safety for staff and visitors.
 - i. Provide BLM an annual report of all maintenance activities and repairs performed.
 - ii. Address deferred and scheduled maintenance of UNIT C, using appropriately skilled in-house labor or contractors.
 - iii. Remain responsible for the timely completion of all maintenance activities, ensuring appropriate contracting procedures are used, and contractors meet security guidelines and other standards associated with the Federal Procurement Guidelines.
 - iv. Report all completed maintenance activities to the BLM, and if requested provide for review copies of contracts, work orders or other similar items documenting maintenance activities.

- (3) Ensure all operations and maintenance activities are implemented in a manner to minimize ground disturbance.
- (4) Allow the BLM access to the structure, as needed and requested to perform routine inspections and for any purpose needed by the BLM.
 - i. Provide the BLM with access device (key, code etc.) to gain access to the structure. The BLM shall not enter the structure without requesting admission or providing notice with as much reasonable notice as the situation allows. The BLM shall not enter the structure without first making known its intent to all occupants (i.e., knocking on the door).
- (5) Hold responsibility for the preparation and protection of the occupants and structure in response to threat of Hurricane impacts including following appropriate county and local evacuation orders and responding to BLM direction which may include shuttering the building or limiting use during those periods.
- (6) Provide its own furnishing, equipment, materials etc. for the operation of the facility.
- (7) Maintain facilities in clean, orderly, professional, and safe conditions and in accordance with applicable BLM, state, and local fire and safety regulations.
- (8) Remain responsible for the actions, conduct, and behavior of all staff and contractors while using the facility and on any government owned property.
- (9) Confine use to UNIT C only and the necessary access routes and avoid use of the Historic Corridor, Pier, Beach etc. on site.
- (10) Abide by all BLM regulations, which includes those pertaining to areas with restricted access or limitations on specific activities.
- (11) The DISTRICT will supervise its own employees and work with the BLM liaison to orient new personnel on the BLM's mission, goals, and objectives, as well as visitor service standards of operation and conduct.
 - Provide names and contact information to the BLM for all on-site staff ensure those staff are familiar with and have access to the site rules and regulations and are familiar with the conditions of the agreement.
 - ii. Require all staff and contractors to go through some mechanism of background check, as appropriate for the County and follow appropriate HR protocols for failure to clear these screenings.
 - iii. Ensure that all staff who are routinely working on site participate in an onsite orientation including legislative intent and direction for ONA as outlined in # 13 below, presented by the BLM

- iv. Refrain from sharing the access codes, site gate codes, and combination lock codes with any unauthorized person.
- (12) Be solely and fully liable for loss of the DISTRICT inventory, property, and income in case of fire, natural disaster, or theft. The government does not insure the DISTRICT belongings on BLM property.
- (13) Become aware and remain educated on the legislative intent and direction for the ONA and committed to the purpose of its protection, preservation, and enhancement, specifically recognizing:
 - i. The importance of the historic, cultural, and archaeological resources on the site and committing to follow the operational limits, restrictions and processes established by law, regulation and policy and any associated best management practices for their protection and preservation. These include restrictions on ground disturbing activities, required permissions to implement programs and projects, requirements for archaeological monitoring, and certain restrictions on sensitive or proprietary data concerning these resources.
 - ii. The importance of, and committing to the protection and enhancement of, the biological resources on and around the site with an emphasis on threatened and endangered species, state listed species, BLM species of concern, and their habitats.
 - iii. The importance of providing or supporting opportunities to facilitate science and support education through management of resources and provision of programs, activities, support materials and other mechanisms to enhance these values and ensure quality experiences.
 - iv. The importance of providing and enhancing recreational opportunities appropriate for the site and compatible with the resources and respectful of all on-site partners and other uses of the public lands.
 - v. The importance of protecting the scenic elements of the site from within the ONA, including from the top of the lighthouse and from external key observation points.
- (14) Designate a liaison to work closely with the BLM to provide regular and timely communication and coordination with the BLM site, facility, or program manager or BLM liaison (if different from the program manager) on all activities and projects related to meeting the purposes of this agreement.
- (15) Ensure that the DISTRICT staff and contractors do not act in any way that could lead the public to perceive that they are BLM employees. The DISTRICT employees, and contractors must wear an easily observable and readily identifiable insignia of the organization (e.g., shirt with logo, name badge) while working on BLM-managed property.
- (16) Avoid express or implied BLM endorsement for a particular business, brand, product, service, enterprise, or political position.

- (17) Not use any BLM-appropriated funds or assets (including property, utilities, services, or supplies) or time while working on the goals/objectives of this agreement to conduct lobbying activities; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; or conduct, participate or raise funds through games of chance or gambling.
- (18) Not use the facility or any portion of the site for fundraising activities.

V. TERM OF AGREEMENT AND GENERAL PROVISIONS

- A. Performance period: Both parties enter into this agreement for (1) the period of construction impacting traffic in association with the Florida Department of Transportation's U.S.1 Loxahatchee River Bridge Replacement Project or (2) thirty (30) days after completion of the FIND Office Renovation Project, whichever date is earlier. As such, without renewal or modification this agreement shall expire on that date.
- B. Agreement modification: Modifications within the scope of this agreement shall be made by mutual consent of both parties, by the issuance of a written modification, and signed and dated by both parties, prior to any changes being performed.
- C. Agreement renewal: This agreement may be renewed to extend its performance period to match that of the Florida Department of Transportation's U.S.1 Loxahatchee River Bridge Replacement Project. The Director of Palm Beach County Facilities and Development Operations has the authority to execute any documentation necessary to renew this Agreement.

D. Agreement termination:

- (1) **Termination for convenience**: Each party reserves the right to terminate this agreement, or any part thereof, at any time for any reason by giving advance written notice of termination to the other party. Termination is effective 60 calendar days from the date of receipt of the notice or upon the termination date specified in the notice, whichever is later. If terminated by BLM prior to completion of the FIND Office Renovation Project, BLM shall reimburse DISTRICT for improvements made to the property.
- (2) **Termination for breach**: Each party may terminate this agreement for a material breach of this agreement by the other party. The non-breaching party shall provide the breaching party with an opportunity to cure the breach by a date specified in a cure letter not less than thirty (30) business days after the notice is delivered to the breaching party. If the breach is not cured to the satisfaction of the non-breaching party by the specified date, this agreement will automatically terminate on that specified date.
- (3) **Disputes**: The parties agree that if there is a dispute between them, the BLM and the DISTRICT will promptly use their best efforts to resolve the dispute in an

informal fashion through communication and consultation or other forms of nonbinding alternative dispute resolution that are mutually acceptable to the parties.

- E. Agreement suspension: Suspension of the agreement may occur if, in the sole judgment of the BLM, there is a violation of law or policy or risk to resources or public health and safety.
- F. Funding: This agreement is neither a fiscal nor a funds obligation document and therefore shall not obligate either party to expend funds or involve the parties in any contract of other obligations for payment of money.

VI. LIABILITY AND INDEMNIFICATION

- A. Each party hereby agrees to fully indemnify and hold harmless the other party, and the other party's affiliates, shareholders, members, directors, officers, employees, servants, agents, heirs, successors and assigns from and against all and any claims, losses, liabilities, damages, costs, expenses, actions and causes of action, including reasonable attorneys' fees whether or not litigation is instituted, and if instituted, at both trial and appellate levels, suffered or incurred by the other in connection with any (including any threatened or proposed) action, suit, proceeding, regulatory proceedings, demand, assessment or judgment arising out of or related to any damage or injury to persons or property suffered, or claimed to have been suffered, due to the indemnifying party's and/or the indemnifying party's affiliates, shareholders, members, directors, officers, employees, servants, agents, heirs, successors, and assigns misconduct, acts, omissions or negligence in the performance of its obligations under this Agreement. Notwithstanding the preceding sentence, DISTRICT's indemnification obligations are subject to the limitations in Section 768.28, Florida Statutes and nothing contained herein is intended to, nor shall it, waive the sovereign immunity of the State of Florida and its subdivisions and agencies. This provision shall survive the expiration or termination of this Agreement, regardless of the reason for termination.
- B. The DISTRICT will cooperate with the BLM in the investigation of any claim that may be filed with the BLM because of the activities of the DISTRICT, its employees, volunteers, agents, representatives, or contractors (including any contractors' subcontractors).

VII. INSURANCE

- A. The DISTRICT should periodically consult with a qualified professional to determine insurance needs that are consistent with best practices. However, in situations in which the BLM site, facility, or program manager grants the DISTRICT permission to conduct certain specialized activities on behalf of the BLM and the activity is hosted or cohosted by the DISTRICT the BLM site, facility, or program manager may require the DISTRICT to acquire appropriate insurance that is acceptable to the BLM before hosting the activity.
- B. The DISTRICT currently holds the following insurance policies:
 - DISTRICT is a political sub-division of the State of Florida subject to the limitations of Section 768.28, Florida Statutes ("Statute"), as may be amended.

Without waiving the right to sovereign immunity as provided by Statute, the DISTRICT represents that it carries a general liability insurance policy with limits of \$300,000 per occurrence and \$1,000,000 in the aggregate. DITRICT shall have such policy designate BLM as an Additional Insured and keep such policy in force during the term of this Agreement.

VIII. MISCELLANEOUS

A. **BLM rules govern**: The rights and benefits conferred in this agreement and other supplemental agreements are subject to the laws, regulations, and rules that govern the BLM and its employees. The mention of specific restrictions, conditions, and stipulations in this agreement and any supplemental agreements do not in any way impair the general powers of supervision, regulation, and control by the BLM.

IX. ATTACHMENTS

Attachment A – The DISTRICT Certification of Insurance

X. AGREEMENT OFFICERS/PRINCIPAL CONTACTS

For the BLM:

Robert Swithers, District Manager Southeastern States District Office 273 Market Street Flowood, MS 39232 Tel: 601-919-4650

with a copy to:

Peter De Witt, Program Manager Jupiter Inlet Lighthouse Outstanding Natural Area 600 State Road 707, Unit B, Jupiter, FL 33469 561-295-5955/pdewitt@blm.gov

For the DISTRICT:

Florida Inland Navigation District Attn: Executive Director 1314 Marcinski Road Jupiter, FL 33477 Tel: (561) 627-3386

with a copy to:

Peter L. Breton, Esq.
The Law Office of Peter L.
Breton, PLLC
2427 Ashbury Circle
Cape Coral, FL 33991
Telephone: 954-254-2046

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Date: _15FEB 23

Robert Swithers, District Manager

Southeastern States District, Bureau of Land Management

	Date of Execution by District:	
	FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida	
	By:	
APPROVED AS TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS	
By:Peter L. Breton, General Counsel	By: Mark Crosley, Executive Director	