



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.11.

12/17/2019

Subject:

Approval, Re: Modify Keep Brevard Beautiful's FY 2018-2019 Tourism + Lagoon Grant to award up to an additional \$25,000.

Fiscal Impact:

FY 2019-2020: Funding of \$25,000 is in the Beach Improvement fund 1442/293100.

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Board of County Commissioners approve Keep Brevard Beautiful's request to modify their FY 2019-2020 Tourism + Lagoon grant to award up to an additional \$25,000 so that Keep Brevard Beautiful can purchase a truck for their litter and debris removal program. Request the Board find that this grant increase is a proper purpose for expenditure of Tourist Development Tax funds pursuant to Section 125.0104(5)(a)5, Florida Statutes, because the primary purpose of the truck is to use it in Keep Brevard Beautiful's work to maintain and improve the Indian River Lagoon, an estuary with multiple public access points for tourism purposes. Furthermore, it is requested the Board authorize the Tourism Director to sign the grant amendment, and any other documents, upon County Attorney's Office approval, and authorize the County Manager to execute necessary budget change requests.

Summary Explanation and Background:

The Beach Improvement Committee at their October 28, 2019 meeting and the Tourism Development Council at their November 18, 2019 meeting unanimously approved recommending the Board approve Keep Brevard Beautiful's request to modify their FY 2018-2019 Tourism + Lagoon grant to award up to an additional \$25,000 so that KBB can purchase a truck for their litter and debris removal program.

The Board approved a multi-year contract with Keep Brevard Beautiful for litter and debris removal for the following four causeways crossing the Indian River Lagoon: State Road 528, U.S. Highway 192, State Road 518, and the Max Brewer Bridge/Parkway. This Keep Brevard Beautiful litter removal contract is \$60,657/year and was awarded based on the rankings of Keep Brevard Beautiful's FY 2018-2019 Tourism + Lagoon grant Causeway Litter Control projects. The \$60,657/year comes from the \$1,000,000 Tourism + Lagoon Grant restoration money.

Keep Brevard Beautiful needs a new vehicle because during the 2018-2019 Tourism Development Council grant cycle, their road crew was working on State Road 528 during the Memorial Day weekend and an incident happened to render their truck totally inoperable. While cleaning the shoreline their truck ran over what was 429

thought to be a buried gas cylinder that exploded and ripped the quarter panel off the truck and severely damaged the bed and axle. Fortunately, no crew members were injured but the truck was damaged beyond repair and totaled.

The new truck will be used for the current contracts held with Tourism Development Council. Keep Brevard Beautiful will be responsible to carry insurance and service the vehicle to maintain it in good working condition. Keep Brevard Beautiful will sign a waiver of liability if needed. Approval of funding the purchase of a new truck will allow Keep Brevard Beautiful to continue litter and debris removal on the causeways to fulfill the current contracts while promoting tourism and making a positive impact on the health of the Lagoon.

Clerk to the Board Instructions:



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 18, 2019

MEMORANDUM

TO: Peter Cranis, Tourism Development Director

RE: Item F.11., Amendment One to Keep Brevard Beautiful (KBB) Contract for Fiscal Year 2018-2019 up to an Additional \$25,000

The Board of County Commissioners, in regular session on December 17, 2019, authorized staff to take any action necessary to effectuate providing KBB with \$15,000 additional funds by amending the Contract with KBB to increase the current year to \$75,657; authorized the transfer of up to \$10,000 from the end of the Contract's last year to increase the value of this year's Contract up to \$85,657 to enable KBB to purchase a truck for the Beach and Causeway maintenance program for up to \$25,000; and further required that if KBB defaults or breaches the Contract, then KBB must transfer the truck to the County to be County property. Per the requested action section of the Agenda Item, approval of the Item includes: (1) a finding that the Board further approved that this is a proper purpose for expenditure of Tourist Development Tax funds pursuant to Section 125.0104(5)(a)5, Florida Statutes, because the primary purpose of the truck is to use it in KBB's work to maintain and improve the Indian River Lagoon, an estuary with multiple public access points for tourism purposes; and (2) the Board authorized the Tourism Director to sign the grant amendment, and any other documents, upon County Attorney's Office approval, and authorized the County Manager to execute necessary budget change requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

cc: County Manager
County Attorney
Budget
Finance

KBB 4 Causeway Contract - 3 Years 10/1/2019 to 9/30/2022 - \$60,657 annually.
1442-293100-5340000 I/O 516182

**SERVICE CONTRACT BY AND BETWEEN
BREVARD COUNTY, FLORIDA AND KEEP BREVARD BEAUTIFUL "KBB"**

THIS CONTRACT is made and entered into on the last date executed below, by and between the following Parties: the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and KEEP BREVARD BEAUTIFUL, INC., a Florida not for profit corporation, hereinafter referred to as the "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY contains four causeways over the Indian River Lagoon which are the main conduits used by Tourists to access the beaches of Brevard County, Florida; and

WHEREAS, the Indian River Lagoon is an estuary to which there is public access for Tourists; and

WHEREAS, heavy tourist use increases the amount of litter and debris likely to be blown or otherwise deposited into the lagoon, which increases pollution in the Indian River Lagoon, and the health of the Lagoon would be improved by the removal of said debris and litter; and

WHEREAS, the COUNTY receives tourist development tax funds which may be used to improve and maintain, a lagoon or an estuary in accordance with section 125.0104(5)(a)5, Florida Statutes and Brevard County Code 102-119 (3)b and (4)a; and

WHEREAS, on September 17, 2019, the Board of County Commissioners found that it is appropriate and proper to partner with CONTRACTOR to provide tourist development tax revenue to improve and maintain the Lagoon by removing debris and litter from the causeways; and

WHEREAS, this contract meets the ¾ to 1 match for efforts valued over \$50,000; and

WHEREAS, the COUNTY desires to minimize cost and manage litter and debris removal most efficiently by partnering with the CONTRACTOR to provide these services.

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services.** CONTRACTOR will professionally and safely remove debris and litter from the following causeways crossing the Indian River Lagoon: State Road 528, U.S. Highway 192, State Road 518, and the Max Brewer Bridge/Parkway where it crosses the Lagoon. The CONTRACTOR will utilize a variety of personnel (whether employees, contracted personnel or volunteers) to complete the services. The services will be provided in accordance with Exhibit "A," which is attached and incorporated to this Contract by this reference.
2. **Term.** This CONTRACT shall commence on or about October 1, 2019 and continue three (3) years through September 30, 2022. Within 90 days of expiration, the Parties may mutually renew this CONTRACT

for an additional two (2) years. This CONTRACT is subject to annual appropriation by the Brevard County Board of County Commissioners. If appropriations are not made, this contract is void.

3. **PAYMENTS.** COUNTY agrees to provide the CONTRACTOR a total not to exceed \$60,657.00 annually, in 12 monthly installments of \$5,054.75 beginning in October of each fiscal year. All payments shall be in accordance with Administrative Order AO-33, and the Florida Prompt Payment Act. At the end of the first year, both parties will jointly evaluate the effectiveness of the program and negotiate adjustments, if necessary, to the value of the contract to meet changes in scope and inflation, subject to Board approval.

4. **PROGRAM COORDINATION AND SUPERVISION.** In order to coordinate and provide supervision, the CONTRACTOR's designated staff shall provide quarterly reports to the Space Coast Office of Tourism (herein after Tourism) beginning with the quarter ended December 31, 2019 within 30 days of quarter end. The report shall include hours, description of duties performed, and amount of trash picked up.

5. **THIRD-PARTY RIGHT.** The Parties agree that this contract does not establish any right of action for any third party. The COUNTY shall not be obligated or liable hereunder to any third party.

6. **Contract Administration.** The Tourism Executive Director, or designee shall administer the performance of this CONTRACT. CONTRACTOR's administrator shall be its executive director, or designee, who will also serve as the day-to-day contact person.

7. **Insurance.** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily injury and Property Damage per accident.

c. **Worker's Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificate:** The CONTRACTOR shall provide the COUNTY with Certificates of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said liability policies shall provide that the County be an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

8. **Audit Rights/Public Records**

- a. In performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities related to this CONTRACT in compliance with generally accepted accounting procedures.
- b. All documents, papers, books, records and accounts made or received by the CONTRACTOR in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONTRACTOR's records related to this Contract at any time during the prosecution of this Contract and for a period of three (3) years after final payment is made.
- c. All records or documents created by or provided to the CONTRACTOR by the COUNTY in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY in a format compatible with the technology systems of the COUNTY.
- d. Both Parties understand that Brevard COUNTY is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. CONTRACTOR agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.
- e. "Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (section 119.011(12), Florida Statutes).
- f. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the COUNTY must be provided to anyone making a public records request. It will be the CONTRACTOR's duty to identify any information in records created by the COUNTY which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.
- g. Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. The COUNTY shall direct individuals requesting public records to the public records custodian listed below. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request and CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the COUNTY can comply with the requirements of section 119.07, Florida Statutes. CONTRACTOR may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the COUNTY's public records custodian designated below.

h. Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be CONTRACTOR's obligation to provide the COUNTY within a reasonable time of notification by the COUNTY to CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

i. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by CONTRACTOR to the COUNTY which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, CONTRACTOR agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as CONTRACTOR in defending such action. CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

j. Should CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. CONTRACTOR's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

k. CONTRACTOR shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

l. Upon completion of the Contract, CONTRACTOR shall transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS by telephone at (321) 349-2981, or by email at candace.narmore@visitspacecoast.com, or at the mailing address below: 430 Brevard Avenue, Suite 150, Cocoa, FL 32922.

9. **Employment Eligibility Verification (E-Verify)**

- a. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this contract, and as detailed below. CONTRACTOR shall provide acceptable evidence of their enrollment to COUNTY. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- b. CONTRACTOR shall expressly require any contractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this Contract.
- c. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
- f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

10. **Notice.**

All notices required or permitted under this Contract and any written consents or approvals required shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

The Parties' designated representatives and their respective addresses for purposes of this Contract are as follows:

Space Coast Office of Tourism

Keep Brevard Beautiful

Attn: Peter Cranis
Executive Director
430 Brevard Avenue, Suite 150
Cocoa, FL 32922

Attn: Bryan Bobbitt
Executive Director
1620 Adamson Road
Cocoa, FL 32926

11. **INDEPENDENT CONTRACTOR.** The COUNTY contracts for the services of CONTRACTOR as an independent contractor, and not as an employee. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party.
12. **ATTORNEY'S FEES AND COSTS/VENUE/GOVERNING LAW.** In the event of any litigation between the Parties arising out of this Contract, each Party will bear its own attorney's fees and costs. Both Parties agree to waiver of any right to trial by jury. The Parties agree that this Contract is governed by the laws of the State of Florida and venue for legal action brought under this Contract shall be in a court of competent jurisdiction in Brevard County, Florida. CONTRACTOR consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this CONTRACT and consents to process being served upon its Florida registered agent. CONTRACTOR expressly waives removal of any claim or action arising under this CONTRACT to federal court.
13. **COUNTERPARTS, AUTHORITY, and ASSIGNMENT.** This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein. Neither Party shall enter into any CONTRACT with third parties to delegate any or all of the rights or responsibilities in this CONTRACT without the prior written approval of the other Party.
14. **ENTIRE CONTRACT.** This Contract, including exhibits, riders, and/or addenda, if any, sets forth the entire agreement and understanding between the Parties. This Contract shall not be modified except in writing and executed by all parties. This Contract supersedes all prior agreements and negotiations respecting such matter. The parties acknowledge that they fully reviewed this Contract and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of the Contract.
15. **INDEMNIFICATION/HOLD HARMLESS.**
 - a) The COUNTY shall require CONTRACTOR to indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of contract work, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by, or in part, by a party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed

by the CONTRACTOR, or anyone for whose acts any of them may be liable, indemnification obligation under the paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation of benefits payable by or for the custodial contractor, under worker's compensation acts, or other related policies of insurance. In agreeing to this provision, CONTRACTOR does not waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

b) Both Parties agree that neither Party, nor its respective officers, employees, or agents shall assume any liability for the acts, omissions, or negligence of the other Party, or the other Party's officers, employees, or agents.

c) Both Parties agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or statutory limitations of liability under Section 768.28, Florida Statutes by either Party.

d) Each Party shall acquire and maintain throughout the term of the CONTRACT, such liability insurance as required to respond to their obligations under this CONTRACT and Section 768.28, Florida Statutes.

16. **INTERPRETATION.** Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this CONTRACT. Consequently, this CONTRACT shall not be more strictly or more harshly construed against either party as the drafter.
17. **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this CONTRACT with lawful terms and conditions approximating the original intent of the Parties.
18. **PUBLIC ENTITY CRIMES.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
19. **CONFLICTS OF INTEREST.** No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds of this Contract. CONTRACTOR covenants that it presently has no conflict of

interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed.

20. **FURTHER ASSURANCES.** Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.

21. **TERMINATION.** If either Party fails or refuses to perform any of the provisions of this Contract, or any order, or otherwise fails to timely satisfy the Contract provisions, either Party may notify the other Party in writing of the deficiency. Upon notice, either Party will have ten (10) days to cure the deficiency. If the deficiency is not cured, then upon thirty (30) days prior written notice, either Party may terminate this Contract, the order, or such part of the contract as to which there has been a delay or a failure to properly perform, as specified in the termination notice. Such termination is effective upon the Party's receipt of the Notice of Termination. Additionally, either Party may terminate this Contract, for any reason, upon 90 days receipt of a written Notice of Termination to the other Party. In the event of termination by either Party, the Contractor shall be paid for services satisfactorily performed through the date of termination.

22. **SCRUTINIZED COMPANIES**

A. CONTRACTOR certifies and will ensure that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this CONTRACT at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract

B. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

D. COUNTY will require CONTRACTOR to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this CONTRACT on the last date written below.

BREVARD COUNTY:
SPACE COAST OFFICE OF TOURISM

CONTRACTOR:
KEEP BREVARD BEAUTIFUL (KBB)

 7/1/19

Signature and Date

 9/20/19

Signature and Date

Peter Cranis, Executive Director
Print/Type Name and Title

Bryan Bobbitt, Executive Director
Print/Type Name and Title

EXHIBIT "A"
SCOPE OF SERVICES

1) Minimum Service Requirements

CONTRACTOR will professionally and safely remove debris and litter from the following causeways crossing the Indian River Lagoon: State Road 528, U.S. Highway 192, State Road 518, and the Max Brewer Bridge/Parkway where it crosses the Lagoon. These causeways lead to our barrier islands and beautiful beaches and are often one of the first impressions a tourist sees of our southern beachside communities. Just as importantly, litter along this stretch of road can find its way very quickly into the Indian River Lagoon from both sides of the road and harm the fragile ecosystem of the IRL.

Litter removal shall be done through three (3) weekly cleanups by paid CONTRACTOR staff focusing not only on visible litter, but on smaller litter, such as plastic fragments, in order to prevent negative impacts on the IRL, should the trash reach the river. CONTRACTOR shall increase in the number of CONTRACTOR-sponsored volunteer cleanups to assist. In addition to supporting two volunteer adoption teams and assisting and coordinating hot spot cleanups, CONTRACTOR expects to make some of these causeways a key participating site for two (2) major volunteer cleanups during the year, including Trash Bash and International Coastal Cleanup. In addition, CONTRACTOR shall coordinate a county-wide "Causeway Cleanup Day" event where volunteers will cover all causeways in the county.

The SR 528 causeway litter removal contract will occur along the State Road 528 causeway in three sections. The total distance for removing litter is approximately 6.4 miles, round trip. The three sections are: (1) 1.0 miles from the Eastern base of the Indian River bridge just east of Cocoa to the end of Canaveral Port Authority property by the Cemetery on Merritt Island before State Road 3 and (2) 0.9 Miles from North Banana River Drive East to the base of the Martin Anderson Bridge and (3) 1.3 Miles from the Eastern Base of the Martin Anderson Bridge to the staging area on A1A across from Parker Brothers.

The U.S. Highway 192 causeway litter removal project would occur in three sections. The total distance for removing litter is approximately 1.8 miles, round trip. (1) 0.3 miles from the start of the Indian River Lagoon (IRL) along U.S. Highway 192 just east of Melbourne to the western base of the large bridge. (2) 0.3 miles from the eastern base of the large bridge to the small bridge. (3) 0.3 miles from the eastern base of the small bridge to the final small bridge before reaching Indian Harbour Beach.

The State Road 518 litter removal project would occur in two sections. The total distance for removing litter is approximately 1.4 miles, round trip. (1) 0.1 miles from the start of the Indian River Lagoon along State Road 518 just east of Eau Gallie to the western base of the large bridge. (2) 0.6 miles from the eastern base of the large bridge to the small bridge before reaching Indian Harbour Beach.

The Max Brewer Memorial Parkway litter removal project runs from the start of the causeway for a distance of 0.5 miles. The total distance for removing litter is approximately 1 mile round trip.

2) On-call Status

CONTRACTOR has in place an emergency phone tree for all staff to be mobilized in case of an

environmental emergency or natural disaster such as a hurricane. Once conditions are safe to respond, CONTRACTOR will be on site for cleanup responses within 12 hours of being required. CONTRACTOR will use this same strategy to respond to any unexpected litter or debris incident well within a 24-hour time frame. The team shall be trained on what to do and respond professionally. CONTRACTOR will also employ the local media and social media to activate large groups of volunteers during times when community support has been needed for major events. CONTRACTOR will maintain up-to-date contact information with all agencies.

3) Reporting

Each crew member of CONTRACTOR will be required to complete a daily report on how many trash bags are collected, hours worked, as well as total debris removed from the causeways. These reports are to be collected monthly and transmitted quarterly to the COUNTY representative who is the Tourism Executive Director or designee. This will include sample photo documentation of causeway maintenance. Each quarterly report shall be signed off by the KBB Executive Director.

4) Staff Protocol

CONTRACTOR is responsible to document that all crew members have a background check to ensure a clean record due to contact with the public. Each crew member shall have a valid Florida driver's license with no limitations. CONTRACTOR will also be required to provide proof of a pre-employment drug screen for individuals involved in beach clean-up. CONTRACTOR crew members shall always have beach crew uniforms and carry a badge issued by CONTRACTOR. CONTRACTOR will also document that each crew member has completed a training program related to job duties, customer relations, and appropriate appearance.

5) Communication Coordination

Each crew member will have a cellphone or radio for any dispatch and/or emergency communications needed for their day-to-day operations. They are required to check in regularly with supervisors. They will also be given an emergency contact list with backups for CONTRACTOR management as well as contact information for Florida Fish & Wildlife Conservation Commission, Sea Turtle Preservation Society, Florida Wildlife Hospital & Sanctuary, Brevard County Ocean Rescue, local police departments, Fire Rescue and Brevard County Sheriff. Beach crew members shall be trained to contact and assist these agencies as needed or appropriate.

6) Vehicle Operations

Crew members operation of vehicles shall always be in a safe manner. All vehicles will operate with headlights on during daylight hours to increase visibility and enhance safety. All vehicles are to be marked with a highly visible CONTRACTOR logo.

7) Enhanced Services

Promotion and organization of cleanup activities with individuals, schools, non-profits, and affinity groups shall be a priority for CONTRACTOR under this CONTRACT. This will include managing, training and equipping volunteers and teams. Additionally, CONTRACTOR will partner with the business community in education and volunteer cleanup activities.

8) Information Campaign

Continue anti-litter information program in conjunction with the Tourist Development Office. This shall include programs such as Pick It Up, Pack It Out, recycling and use of sustainability initiatives. Use of advertising such as billboards, radio, and social media will be used to promote anti-litter campaigns.

9) Miscellaneous

- CONTRACTOR shall maintain an office generally available Monday-Friday, 8 a.m. — 5 p.m.
- CONTRACTOR crew members are to be educated on environmental regulations pertaining to wildlife and habitats.
- CONTRACTOR shall keep records of specific events that may occur on the causeways to the cleanliness of them.
- CONTRACTOR will be following protocol regarding incidents that impact wildlife habitat on the beach including contact with environmental agencies.

**SERVICE CONTRACT BY AND BETWEEN
BREVARD COUNTY, FLORIDA AND KEEP BREVARD BEAUTIFUL
AMENDMENT ONE**

This Amendment, modifies the contract (hereinafter the "CONTRACT") dated 9/30/2019 between the Brevard County Board of County Commissioners, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and Keep Brevard Beautiful, a Florida not for profit corporation, hereinafter referred to as the CONTRACTOR.

1. AMENDMENT.

The COUNTY amends the CONTRACT to increase its value by a \$15,000.00 to permit CONTRACTOR to purchase a truck for the Beach and Causeway maintenance program during the contract term. All the terms and conditions of the original contract are incorporated into this amendment and remain binding on the Parties. The effective date of this amendment is the date last executed below.

2. PURPOSE.

In modifying the Contract, the Board of County Commissioners finds that this is a proper purpose for expenditure of Tourist Development Tax funds because the primary purpose of the truck is to remove litter, debris and exotic plants around the Indian River, an authorized purpose under section 125.0104(5)(a)5, Florida Statutes and Section 102-119(4)a. of the Brevard County Code of Ordinances. The Board of County Commissioners further finds the Indian River Lagoon is an estuary with multiple public access points for tourism purposes and a long history of use by tourists. This funding is considered part of the Indian River Lagoon & Estuary Grant program.

3. CONDITIONS ON VEHICLE PURCHASE

a) CONTRACTOR may only use these funds to purchase a vehicle to replace the recently destroyed vehicle. The CONTRACTOR agrees to use the vehicle primarily for the beach and causeway maintenance program in and for Brevard County. The CONTRACTOR further agrees to operate the Beach and Causeway maintenance Program for the full term of the existing CONTRACT from the date the vehicle is purchased (the "operation term") under this CONTRACT. As long as the CONTRACTOR dedicates the vehicle primarily for the Beach and Causeway Maintenance Program in Brevard County, the Parties agree that the Tourism and Lagoon Grant funding may be used for the entirety of all vehicle costs, fees, licenses and taxes required to be paid by the CONTRACTOR in order for the vehicle to be licensed to drive in the

State of Florida. Routine maintenance and repair expenses, as well as full coverage vehicle insurance, including liability, collision, comprehensive, personal injury protection, and uninsured motorists will not be covered by the Tourism and Lagoon Grant funding and shall be at the sole expense of the CONTRACTOR.

b) As pertains to the vehicle, if this CONTRACT is terminated or the CONTRACTOR cancels or otherwise halts the Beach and Causeway Maintenance program during the operation term of the vehicle, the GRANTEE agrees to promptly notify GRANTOR and to return a proportionate amount of the vehicle grant funding to GRANTOR within 60 days of the notification.

4. Tourist Development Payment Procedures.

a) The funding for the vehicle is provided on a reimbursement basis, based upon the CONTRACTOR's submission of adequate documentation according to the payment procedures outlined in Exhibit B on or before October 18, 2020. If documentation is submitted after the date above, the Parties agree the COUNTY has no obligation to reimburse those expenses and COUNTY has no further obligation under this amendment to CONTRACTOR.

b) If a question arises as to the sufficiency of the CONTRACTOR's documentation, the Parties agree that the Executive Director of Brevard County Office of Tourism shall make the final determination on whether or not the documentation is sufficient to support payment of the grant.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last date written below.

Keep Brevard Beautiful "KBB"

 12/18/19
Signature and Date

Bryan Bobbitt
Print/Type Name

Executive Director
Title

BREVARD COUNTY
SPACE COAST OFFICE OF TOURISM

 12/18/19
Peter Cranis, Executive Director

Exhibit A – Tourist Development Office Payment Procedures

As a government agency, the County Finance Department has VERY strict State and County guidelines it is required to follow when disbursing Tourist Development Tax (TDT) revenue dollars. In order to process and pay invoices efficiently, we have established a list of guidelines to assist you. If you have any questions or need additional information please contact Nola Copeland, Accounting Coordinator, nola.copeland@visitspacecoast.com or 321-433-4470 ext. #52989, direct 321-349-2989.

Request for Reimbursement Invoice Requirements for Vehicle Purchase:

a. The supporting documentation for a vehicle must include a bill of sale, vehicle registration and a photo of truck with program signage. The documentation must show dealer name, invoice number, description of vehicle and the amount of reimbursement being requested.

b. Proof of Payment:

By Check:

1. Front and back copy of check showing it has been deposited
2. ALL account numbers, bank routing number, and authorizing signatures MUST be sanitized (blacked out).

By Credit Card:

1. A copy of the credit card statement showing account numbers MUST be sanitized
2. ALL other transactions, MUST be sanitized (blacked out) from the document.

c. Payment will be remitted to the Grantee at the address submitted on the W-9 form, unless an alternate mailing address is noted clearly on the invoice(s).

Request for Reimbursement Invoice Requirements for Operating Expenses:

1. Vendors backup invoices must be listed line by line
2. Vendor name, invoice #, description of service and amount of reimbursement being requested
3. Backup receipts/invoices must have the line # on the top of each page of backup that coordinates with line # on Request for Reimbursement form
4. NO DOUBLE-SIDED DOCUMENTS OR STAPLED. Please tape all small receipts to an 8-1/2" X 11" page, do not allow tape to touch print on the receipts as it degrades the ink, no staples or paper clips and most importantly all backup must be legible.
5. All invoices will be scanned and become subject to Public Records laws.
6. SECTIONS B AND C ABOVE APPLY.