



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Addon

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J.5.

10/22/2019

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### **Subject:**

Approval, Re: Contract with City of Cocoa Beach for Keep Brevard Beautiful Beach and SR520 Causeway maintenance

### **Fiscal Impact:**

Funds are available and allocated for the entire term of the contract in the Beach Improvement Fund 1442-293100.

### **Dept/Office:**

Tourism Development Office

### **Requested Action:**

It is requested that the Board approve and authorize the Chair to sign a three year contract with the City of Cocoa Beach for Keep Brevard Beautiful beach and SR520 causeway maintenance from 10/1/2019 to 9/30/2022 for \$175,000, yearly with a two year renewal option and authorize the County Manger to execute necessary Budget Change Requests.

### **Summary Explanation and Background:**

The Tourism Development Office requests the Board approve and ratify the attached three year contract with the City of Cocoa Beach for Keep Brevard Beautiful to provide beach and 520 causeway maintenance and clean-up from 10/1/2019 to 9/30/2022 with a two year renewal option. The Tourist Development Office furthers requests the BOCC make the following legislative findings: (1) it is an authorized use of tourist development tax revenue in accordance with section 125.0104(5)(a)5, Florida Statutes and Brevard County Code 102-119 (3)b and (4)a; for the County to partner with the City of Cocoa Beach to provide some tourist development tax revenue to assist Cocoa Beach in providing for beach maintenance and clean-up of the City of Cocoa Beach's beaches and the portions of State Road 520 as it crosses the Banana River; and (2) the BOCC further finds that it is an authorized use of tourist development tax revenue, as part of this project, to use some funds for the maintenance, repair and replacement of all-terrain vehicles which are serving the purpose of beach and estuary improvement because they are primarily used to pick up litter and debris from the beach and causeway; and the BOCC already approved the portion of this contract dealing with the maintenance of four causeways Max Brewer, US 192, SR 518 and SR520 west of Banana River at the September 17, 2019 Board meeting.

1101

**Clerk to the Board Instructions:**

Returned two signed contracts to the Tourism Development Office



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

October 23, 2019

**M E M O R A N D U M**

**TO:** Peter Cranis, Tourism Development Office Director

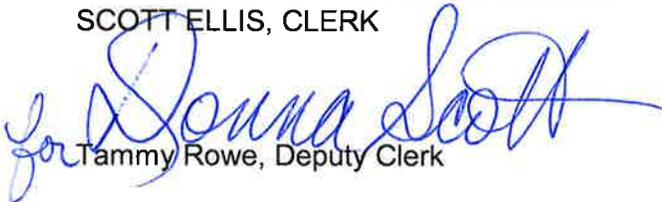
**RE:** Item J.5., Contract with City of Cocoa Beach for Keep Brevard Beautiful Beach and State Road 520 Causeway Maintenance

The Board of County Commissioners, in regular session on October 22, 2019, approved and authorized the Chair to execute a three-year Contract with City of Cocoa Beach for Keep Brevard Beautiful beach and State Road 520 causeway maintenance from October 1, 2019 to September 30, 2022, for \$175,000 yearly, with a two-year renewal option; and authorized the County Manager to execute necessary Budget Change Requests. Enclosed are two fully-executed Contracts.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

  
for Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b>	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b>
<b>4. Contract Description:</b>	
<b>5. Contract Monitor:</b>	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b>	

## SECTION II – REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

## SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	
Department	
Program	
Contact Name	
Cost Center, Fund, and G/L Account	
Vendor Information (SAP Vendor #)	
Contract Status	
Contract Title	
Contract Type	
Contract Amount	
Storage Location (SAP)	
Contract Approval Date	
Contract Effective Date	
Contract Expiration Date	
Contract Absolute End Data (No Additional Renewals/Extensions)	
Material Group	
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	
"Right To Audit" Clause Included in Contract	
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	

**CONTRACT FOR SERVICES BY AND BETWEEN  
BREVARD COUNTY, FLORIDA AND THE  
CITY OF COCOA BEACH**

**THIS CONTRACT** is made and entered into this 1<sup>st</sup> day of October, 2019, 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 the CITY OF COCOA BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "CITY."

**RECITALS**

**WHEREAS**, the CITY contains a significant portion of the beaches which are heavily used by Tourists in Brevard County, Florida; and

**WHEREAS**, the CITY also contains a major causeway used by Tourists which crosses the Banana River, and

**WHEREAS**, the Banana Rivers, as part of 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, which increases pollution of the beaches and of the Banana River, and both the beach and the Banana River would be improved by removal of debris and litter; and

**WHEREAS**, the COUNTY receives tourist development tax funds which may be used to improve and maintain, the beach, beach park facilities, and 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**, the COUNTY finds that it is appropriate and proper to partner with the City of Cocoa Beach to provide some tourist development tax revenue to assist Cocoa Beach in providing for beach maintenance and clean-up of the City of Cocoa Beach's beaches and the portions of State Road 520 as it crosses the Banana River; and

**WHEREAS**, the COUNTY finds that it is an authorized use of tourist development tax revenue, as part of this project, to use some funds for the maintenance, repair and replacement of all-terrain vehicles which are serving the purpose of beach and estuary improvement because they are primarily used to pick up litter and debris from the beach and causeway; and

**WHEREAS**, the COUNTY desires to minimize cost and manage beach maintenance most efficiently by partnering with the City of Cocoa Beach to provide these services.

**NOW, THEREFORE**, the Parties agree as follows:

1) **COUNTY Responsibilities**

The COUNTY agrees to provide the CITY \$170,000 annually for management of beach maintenance within the CITY limits which includes \$25,000 for maintenance of the 520 Causeway. Additionally, the COUNTY agrees to provide the CITY with \$5,000 annually to assist with replacement of an all-terrain vehicle. The total annual not to exceed amount of this contract is \$175,000.

2) **CITY Responsibilities**

Provide for the cost of Keep Brevard Beautiful (KBB) personnel, including, but not limited to, hourly wages, mileage, minor supplies for beach clean-up from CITY funds to manage the CITY's beach maintenance plan and program, as well as maintenance of SR 520 in Cocoa Beach

3) **Program Coordination and Supervision**

In order to coordinate and provide supervision, the City Manager's designated staff shall review and provide quarterly reports beginning with the quarter ended December 31, 2019 within 30 days of quarter end. The report shall include hours, description of duties performed, mileage paid, amount of trash picked up and number of pick ups, to the COUNTY's Tourism Department Executive Director or designee.

4) **Miscellaneous Provisions**

The COUNTY and CITY shall not be obligated or liable hereunder to any third party.

5) **Term of CONTRACT**

This CONTRACT shall commence on or about October 1, 2019 and continue three (3) years through September 30, 2022. This CONTRACT has a two (2) year renewal by agreement of both Parties sixty (60) days prior to expiration. This CONTRACT is subject to annual appropriation by the Brevard County Board of County Commissioners. If appropriations are not made, this CONTRACT is void.

6) **Contract Administration**

Administration of this CONTRACT shall be under the general direction of City Manager James P. McKnight, or designee, who shall act as the representative during the performance of this CONTRACT. The Parties agree the CONTRACT Administrator for Keep Brevard Beautiful (KBB) will be the executive director, or designee, who will also serve as the day-to-day contact person. No more than \$10,000 of this CONTRACT may be expended annually by the CITY for contract administration.

7) **Scope of Work**

The Parties agree that the CITY will contract with Keep Brevard Beautiful (KBB), under the administration of the CITY, to perform, deliver and carry out, in a professional manner, the type of services as set forth in Exhibit "A" Cocoa Beach Maintenance and Exhibit "B" 520 Causeway Maintenance. The Exhibits are attached and incorporated to this Contract by this reference.

8) **Payments to CITY**

COUNTY shall pay CITY in 11 monthly installments of \$14,583 and a 12<sup>th</sup> installment of \$14,587 each

fiscal year from October through September.

9) Insurance Permits and Licenses

Keep Brevard Beautiful (KBB) shall maintain in full force and effect during the life of this CONTRACT, Worker's Compensation Insurance covering all KBB employees in performance of work under the CONTRACT. KBB is required to maintain General Liability, Auto/Vehicle Liability, and Equipment Liability Coverage during the term of this CONTRACT. Insurance coverage amounts are subject to the approval of the City of Cocoa Beach. Should CITY reject current coverage amounts, KBB agrees to meet CITY's requirements or this CONTRACT becomes null and void.

10) Audit Rights/Public Records

a. In performance of this Contract, the CITY 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 CITY 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 CITY'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 CITY 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. The CITY agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the CITY, 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 "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 or the CITY 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 CITY or the COUNTY must be provided to anyone making a public records request. It will be the CITY's duty to identify any information in records created by the CITY 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 CITY 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 CITY of the request and the CITY 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. The CITY 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 the CITY maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CITY'S obligation to provide the COUNTY within a reasonable time of notification by the COUNTY to the CITY 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 the CITY to the COUNTY which the CITY maintains are exempt or confidential from such inspection/production as a public record, the CITY agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. The CITY shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the CITY in defending such action. The CITY 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 the CITY fail to provide the public records to the COUNTY within a reasonable time, the CITY 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. The CITY's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

k. The CITY 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 CITY does not transfer the records to the COUNTY.

l. Upon completion of the Contract, the CITY shall transfer, at no cost, to the COUNTY all public records in possession of the CITY or keep and maintain public records required by the COUNTY to perform the service. If the CITY transfers all public records to the COUNTY upon completion of the Contract, the CITY shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the Contract, the CITY 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.**

**11) Employment Eligibility Verification (E-Verify)**

- a. The CITY 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. The CITY 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. CITY shall expressly require any contractors, including Keep Brevard Beautiful, 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. CITY 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 CITY's enrollment in the program. This includes maintaining a copy of proof of CITY'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.

**12) 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:

City of Cocoa Beach  
Attn: James P. McKnight  
City Manager  
2 S. Orlando Avenue  
Cocoa Beach, FL 32931

Keep Brevard Beautiful  
Attn: Bryan Bobbitt  
Executive  
1620 Adamson Road  
Cocoa, FL 32926

Director

Space Coast Office of Tourism  
Attn: Peter Cranis  
Executive Director  
430 Brevard Avenue, Suite 150  
Cocoa, FL 32922

- 13) **INDEPENDENT CONTRACTOR.** The COUNTY contracts for the services of the CITY 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.
- 14) **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. CITY 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. CITY expressly waives removal of any claim or action arising under this CONTRACT to federal court.
- 15) **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.

16) **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.

17) **INDEMNIFICATION/HOLD HARMLESS:**

a. The CITY shall require Keep Brevard Beautiful (KBB) 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 KBB, or anyone directly or indirectly employed by the KBB, 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 KBB, or anyone for whose acts any of them may be liable, the indemnification obligation under this 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, CITY and COUNTY do 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.

18) **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.

19) **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.

- 20) **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.
- 21) **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. The CITY 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. The CITY further covenants that in the performance of this contract, no person having any such interest shall be employed.
- 22) **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.
- 23) **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.
- 24) **SCRUTINIZED COMPANIES**
- A. CITY certifies and will ensure that Keep Brevard Beautiful (KBB) certifies 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 GRANT at its sole option if KBB or its subcontractors are found to have submitted a false certification; or if the KBB, 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 GRANT at its sole option if CITY, Keep Brevard Beautiful (KBB), its affiliates, or its subcontractors are found to have submitted a false certification; or if the CITY, KBB, 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. CITY will require Keep Brevard Beautiful (KBB) to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

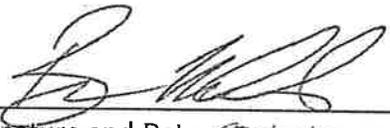
E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

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

ATTEST:

THE CITY OF COCOA BEACH, FLORIDA

  
Clerk Date  
Jordana Karagichy October 3, 2019

  
Signature and Date October 3, 2019  
Ben Malik, Mayor

BEN MALIK  
Print/Type Name

MAYOR  
Title ATTEST:

BREVARD COUNTY

BOARD OF COUNTY COMMISSIONERS

  
Scott Ellis, Clerk

  
Kristine Isnardi, Chair

As approved by the Board: 10/22/19



**EXHIBIT "A"**  
**SCOPE OF SERVICES – COCOA BEACH MAINTENANCE**

**1) Minimum Service Requirements**

This CONTRACT is intended to provide enhanced Beach Maintenance for the area between Harding Avenue and First Street South within the public beach park area in the City of Cocoa Beach (approximately 3.9 miles). This clean up shall supplement the contract for cleanup existing between KBB and Waste Management under the Waste Management Franchise Agreement with Cocoa Beach. Cleaning is focused on the beach area between the sea dunes and the water line, east walk path to public access crosswalks, and Minutemen Causeway from the beach to Orlando Avenue, including Yen Yen Parking Lot garbage containers. This clean up shall include litter removal, replacing liners in containers, using grabbers to remove trash and debris from the sea dunes, as well as removal of miscellaneous debris from the public beach. Waste Stations shall be consistent with the locations identified in the KBB/ Waste Management Agreement dated February 1, 2015.

**2) On-call Status**

Keep Brevard Beautiful (KBB) 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, KBB will be on site for cleanup responses within 12 hours of being required KBB 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. KBB 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. KBB will maintain up-to-date contact information with all agencies.

**3) Reporting**

Each crew member of Keep Brevard Beautiful (KBB) will be required to complete a daily report on how many trash bags are collected as well as total debris removed from the beach. These reports are to be collected monthly and transmitted quarterly with the Invoice for Payment to the CITY. This will include statistics and photo documentation where applicable.

**4) Staff Protocol**

Keep Brevard Beautiful (KBB) 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. KBB will also be required to provide proof of a pre-employment drug screen for individuals involved in beach clean-up. KBB crew members shall always have beach crew uniforms and carry a badge issued by KBB. KBB 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 Keep Brevard Beautiful (KBB) management as well

as contact information for FWC, Sea Turtle Preservation Society, Florida Wildlife Hospital & Sanctuary, Brevard County Ocean Rescue, Cocoa Beach Police and Fire Rescue and Brevard County Sheriff. Beach crew members shall be trained to contact and assist these agencies as needed or appropriate.

Keep Brevard Beautiful (KBB) beach crews will work closely with Cocoa Beach's Beach Rangers, coordinating on numerous items including acting as additional eyes and ears for the beach rangers as they manage the beach. Crews will also supply rangers with cleaning gear, including compostable bags that they can hand out to beach visitors,

#### **6) Vehicle Operations**

Crew members operation of vehicles shall always be in a safe manner, with attention given to individuals visiting the beach. All vehicles will operate with headlights on during daylight hours to increase visibility and enhance safety. Vehicle shall not operate on the beach at night for public and turtle safety. All vehicles are to be marked with a highly visible Keep Brevard Beautiful (KBB) logo. Beach vehicles are not to exceed 5 mph and stay clear of the dune areas.

#### **7) Enhanced Services**

Promotion and organization of beach cleanup activities with individuals, schools, non-profits, and affinity groups shall be a priority for Keep Brevard Beautiful (KBB) under this CONTRACT. This will include managing, training and equipping volunteers and teams; additionally, KBB will partner with the business community in education and volunteer cleanup activities.

#### **8) Information Campaign**

Continue anti-litter information program in conjunction with the City of Cocoa Beach and 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**

- Enhanced beach cleanup shall be seven days per week, 365 days per year.
- Keep Brevard Beautiful (KBB) shall maintain an office generally available Monday-Friday, 8 a.m. — 5 p.m.
- KBB crew members are to be educated on environmental regulations pertaining to beach wildlife and habitats.
- KBB shall keep records of specific events that may occur on the beach relative to the cleanliness of the public beach park.
- KBB will be following protocol regarding incidents that impact wildlife habitat on the beach including contact with environmental agencies.

**EXHIBIT "B"**  
**SCOPE OF SERVICES – COCOA BEACH 520 MAINTENANCE**

CITY will contract with Keep Brevard Beautiful (KBB) to remove litter and debris along the SR 520 causeway from Merritt Island to Cocoa Beach. This stretch of causeway is not only a heavily travelled tourist corridor but directly fronts, on both sides, the Banana River, one of the estuaries of the Indian River Lagoon (IRL).

The area of this litter removal project runs from the start of the Cocoa Beach Causeway over water, across from the Florida Seafood Restaurant, west to the base of the bridge to Merritt Island. The total distance for removing litter is approximately four (4) miles, round trip. KBB shall remove large and small litter all the way to the water's edge or tree line to significantly reduce or eliminate litter along the road and in the IRL.

KBB will perform through the CITY contract one day a week of staff litter removal and shall increase in the number of KBB-sponsored volunteer cleanups to assist. In addition to supporting two volunteer adoption teams and assisting and coordinating hot spot cleanups, KBB expects to make the SR 520 causeway a key participating site for two (2) major volunteer cleanups during the year, including Trash Bash and International Coastal Cleanup. In addition, KBB shall coordinate a county-wide "Causeway Cleanup Day" event where volunteers will cover all causeways in the county, including SR 520.

KBB will also cooperate with the city on maintenance of exotic vegetation that has been removed along the 520 Causeway in order to create scenic vistas of the Banana River.

**EXHIBIT "C" – Project Timeline**  
**CONTRACT WITH CITY OF COCOA BEACH**  
**County Fiscal Years 2019/2020, 2020/2021, and 2021/2022**  
**SR 520 Causeway Litter Removal Project**

**Key:**

- #WLR= number of KBB weekly litter removal days (based on the number of weeks in that month)
- The same overall schedule applies to fiscal years 2020/2021 and 2021/2022.

	Oct/2019	Nov	Dec	Jan/2020	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Activities</b>	5 WLR VCE 1	4 WLR	4 WLR	5 WLR VCE 2	4 WLR	4 WLR	5 WLR VCE 3	4 WLR	4 WLR	5 WLR	4 WLR	5 WLR
<b>Deadlines</b>	10/01/19 <u>Start</u>			1/20 Quarterly Report			4/20 Quarterly Report			7/20 Quarterly Report		9/30/20 Complete

10/30/20 – Final Report due

10/30/21 – Final Report due

10/30/22 – Final Report due

**Volunteer Cleanup Events Projected:**

1. Causeways Day Cleanup
2. International Coastal Cleanup
3. Trash Bash Cleanup
4. Hot Spot Cleanups (2, as needed)
5. Adoption Cleanups (6, as needed)

