



Agenda Report

Consent

F.1.

5/17/2022

Subject:

Natural Resources Management Department, Stormwater Program Interlocal Agreement with the Town of Grant-Valkaria

Fiscal Impact:

Revenue (estimated) \$9,622.13 (Town of Grant-Valkaria), Stormwater Management Program Business Area 1110 CC 30331 GL 3490001

Dept/Office:

Natural Resources Management

Requested Action:

It is requested that the Board: (1) authorize the Chair to sign the Stormwater Program Interlocal Agreement; and (2) delegate authority to the Natural Resources Management Director to sign future renewals and amendments for the Stormwater Program Interlocal Agreement with the Town of Grant-Valkaria.

Summary Explanation and Background:

Since 2006, the Town of Grant-Valkaria has partnered with the County in implementing a regional stormwater management program. This partnership, between participating governments, contributes to better water quality and flood protection for the residents.

The current Stormwater Program Interlocal Agreement (CM # 3762) with the Town of Grant-Valkaria was originally entered into by the Board of County Commissioners on August 8, 2017 and will expire on August 8, 2022. The interlocal agreement allows the County to continue to administer and manage the Town of Grant-Valkaria’s Stormwater Program consistent with the policies, procedures, and practices of the County’s Natural Resources Management Department Stormwater Program. The Town is billed quarterly for 1) administrative, and 2) direct costs to cover the County’s expenses to administer the program. The administrative cost is based on ten percent of the Town’s stormwater fees collected through the Tax Notice. Direct fees are charged based on employee hourly rates to provide services such as stormwater systems inspections, engineering, and other services as requested by the Town.

Section 22 (Duration of Agreement) of the contract stipulates the agreement duration for three (3) years and may be extended for two more years, in one-year increments, for a total of five years.

The Natural Resources Management Department requests the approval of the Stormwater Program Interlocal Agreement and the delegation of authority to the Natural Resources Management Director to sign future contract renewals and amendments with the Town of Grant-Valkaria.

Clerk to the Board Instructions:

Please sign one original and a copy of the agreement and return to the Brevard County Natural Resources Management Department for recording.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Town of Grant-Valkaria		2. Amount:	
3. Fund/Account #: 1110/260070		4. Department Name: Natural Resources Management Department	
5. Contract Description: Stormwater Program Inter Local Agreement			
6. Contract Monitor: Carolina Alvarez		8. Contract Type:	
7. Dept/Office Director: Virginia Barker		SERVICES	
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Carlos Cuevas <small>Digitally signed by Carlos Cuevas Date: 2022.01.25 12:35:47 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carlos Cuevas <small>Digitally signed by Carlos Cuevas Date: 2022.01.25 12:35:47 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2022.02.08 08:37:09 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2022.02.08 10:07:23 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balsler, Heather <small>Digitally signed by Balsler, Heather Date: 2022.02.07 14:31:17 -05'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



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

May 18, 2022

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item F.1., Natural Resources Management Department, Stormwater Program Interlocal Agreement with the Town of Grant-Valkaria

The Board of County Commissioners, in regular session on May 17, 2022, authorized the Chair to sign the Stormwater Program Interlocal Agreement; and delegated authority to the Natural Resources Management Director to sign future renewals and amendments for the Stormwater Program Interlocal Agreement with the Town of Grant-Valkaria. Enclosed is a fully-executed agreement.

Upon recordation, please return the recorded Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Donna Scott
for Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

cc: Finance
Budget

RECEIVED

**BREVARD COUNTY NATURAL RESOURCES MANAGEMENT DEPARTMENT
STORMWATER PROGRAM INTERLOCAL AGREEMENT
GRANT-VALKARIA**

MAR 22 2022

Brevard County
Natural Resources

THIS AGREEMENT is made and entered into this 9 day of march 2022 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred as "County") and the TOWN of GRANT-VALKARIA, a Florida municipal corporation, (hereinafter referred as the "Town").

WITNESSETH:

WHEREAS, the County currently operates and manages a Stormwater Program under the authority of Chapters 403 and 197, Florida Statutes; and

WHEREAS, the Town currently operates and manages a Stormwater Program under the authority of Chapters 403 and 197, Florida Statutes; and

WHEREAS, the County and the Town recognize that there are benefits associated with a regional approach to the management of stormwater issues; and

WHEREAS, the Board of County Commissioners has authorized the expansion of the County's Stormwater Program for administration and operation of municipally adopted benefit zones; and

WHEREAS, the Town Council of Grant-Valkaria, Florida has determined that the County's administration of the Town's Stormwater Program will best serve the interest of its citizens

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed between the parties as follows:

SECTION 1. STATUTORY AUTHORITY

This agreement is entered into under the authority vested in the parties by Section 163.01, Florida Statutes, whereby an interlocal agreement is an agreement entered into by political subdivisions to allow local government units to provide services or facilities to another local government unit or public agency on a basis of mutual advantage and cooperation for the betterment of the local community needs in the public interest.

SECTION 2. PROGRAM ADMINISTRATION

The County shall administer and manage the Town's Stormwater Program consistent with the policies, procedures, and practices of the County's Natural Resources Management

Department Stormwater Program in effect on the effective date of this agreement. For the purposes of this agreement the authority to make minor adjustments in procedures and practices not affecting policy is hereby delegated to the County Manager and the Town Administrator, provided that said amendments do not vary the specific terms and conditions of this agreement or any applicable Town or County ordinances. Procedural amendments shall be in writing executed by the County Manager and Town Administrator. Administration of the Town's Stormwater Program will include but not necessarily be limited to:

- Management of the parcel database including coordination with the County Property Appraiser, Tax Collector, and Information Technology offices.
- Administration of the Credit Policy Program.
- Drafting of required Ordinances, Rate Resolutions, and annual assessment rolls as necessary. All such actions must be reviewed by the Town Manager and approved by the Town Attorney. All such actions shall be adopted by the Town Council, as required by law.
- Review and adjustment of Stormwater Assessment bills, when appropriate, through the Error and Insolvency process.
- Coordination with the Town Council and staff to identify and select capital improvement projects which are consistent with County policies and procedures and have benefit to the Grant-Valkaria Stormwater Management Systems Benefit Area (GVSMSBA).
- Providing information and coordination related to and future collection of the Stormwater assessments within the Town.
- Management of technical staff employed by the County's Stormwater Program.
- Providing coordination and completing application packages to obtain grant funding for Stormwater Capital Improvement projects.
- Participation in the Stormwater Education and Outreach Interlocal Agreement (Lagoon Loyal), as long as the County is managing the Lagoon Loyal program through a third-party vendor.

SECTION 3. ASSEMENT REVENUE

Special assessment revenues as budgeted by Town Council and collected within the Town for the Stormwater Program will be used for administering, planning, constructing, operating, and maintaining stormwater management systems benefiting the Town. The Town may utilize up to thirty percent (30%) of the total funds available for maintenance of, and/or capital

improvements of the Town's existing stormwater system, and may authorize, as specified in Section 11, an additional thirty percent (30%) of the total funds available for the same purpose, with a simple majority vote of the Town Council.

SECTION 4. CUSTODIAN OF FUNDS

During the period covered by this Interlocal Agreement, the Town shall be the custodian of funds generated within the GVSMSBA.

SECTION 5. ADJUSTMENTS OF ASSESSMENTS AND EXPENDITURE OF DIRECT COSTS

In the event that an adjustment or individual calculation of an annual Stormwater Assessment is required, The County's Natural Resources Management Department Director (Director) or his/her designee shall have the authority to make such adjustment in accordance with County policies and procedures. Any appeals related to credit issuance, exemptions from, or adjustments to, any stormwater assessment will be resolved utilizing the County Stormwater Program Appeals Committee and Appeals Committee procedure as outlined in Chapter 110, Article V, Section 110-373(c) of Brevard County Code. The Town shall be given notice of any request for adjustment and/or appeal and has the right, but not the obligation, to participate in any hearing requesting and adjustment or an appeal.

All expenditures of funds pursuant to this agreement which are considered direct costs shall require the approval of the Director and the Town Administrator. In the event of a disagreement as to the approval of expenditure, the decision of the Town Administrator shall prevail. It is recognized that during the period covered by this Interlocal Agreement, services of the Town Departments/Divisions, such as purchasing, financial, or legal services, may require reasonable compensation, and if required, will be set forth in the annual program operating budget.

SECTION 6. PURCHASING AND FINANCIAL PRACTICES

During the period covered by this Interlocal Agreement, purchasing and financial processes shall be in accordance with the Town's policies and procedures, as amended from time to time.

SECTION 7. ADMINISTRATIVE COSTS

The Town will pay a pro-rata share of the County's Stormwater Program administrative costs.

Those costs shall be estimated annually for the forthcoming fiscal year (i.e. October 1st to September 30th) by the County's Natural Resources Management Department Director based on the annual assessment roll. Prior to the adoption of the Town's annual budget, the County's Natural Resources Management Department shall advise the Town in writing of the proposed administrative budget for the forthcoming year. The Town's share of the administrative costs shall be calculated as a lump sum constituting ten percent (10%) of the Town's assessment roll revenue to be billed by the Tax Collector in November of that Year. Invoicing for the County's services will be on a quarterly basis. Final administrative costs will be adjusted in the fourth quarter's billing based upon the actual revenue collected. Adjustments will be performed in accordance of with Section 9 of this Interlocal Agreement. As used in this agreement, the term "administrative costs" when used in reference to the administrative costs of the County's Natural Resources Management Department, Stormwater Program, shall refer to administrative costs as outlined in Section 2 of this Interlocal Agreement.

The proposed Town annual budget, including administrative costs, direct costs, and all other costs and list of projects, will be coordinated with the Town for review and approval. In the event of a disagreement as to the budget or list of projects by the Town and County, the Town Administrator and the Director shall meet and resolve the disagreement.

SECTION 8. DIRECT COSTS

In addition to administrative costs, the Town will pay direct labor and related costs incurred for project or program related efforts pre-approved in scope and budget by the Town. These costs shall be approved by the Town Council and made part of the Town Budget. The County will invoice the Town quarterly for the direct cost of environmental, engineering, and project management labor based upon time spent on identified projects. These costs will be charged on an hourly rate, to be submitted and approved by the Town, to include associated costs of supplies and expenses and capital equipment. The County will maintain appropriate records in a format acceptable to the Town, to support these charges. Direct costs may include but are not necessarily limited to:

- 1) Project Management services may include but are not necessarily limited to:
 - Project management of engineering or environmental consultant contracts.
 - Project management of construction contracts.
 - Construction projects inspections.
 - Monitoring or environmental assessments.

- In-house design, drafting, or graphic services.

2) Yearly compliance inspections of stormwater management systems receiving stormwater credit.

3) Public education related to water quality or flooding projects implementation or Grant requirements (outside of services related to Lagoon Loyal per the Education Interlocal Agreement, and/or Natural Resources Management Department provided public or staff education on Pollution Prevention).

4) Preparation of BMAP activities and annual updates directly related to comply with TMDLs and NPDES permit requirements.

5) Pursuant to Section 197.3632(2), Florida Statutes, and the agreement between Brevard County and the Brevard County Property Appraiser dated July 9, 2019, the Property Appraiser shall be compensated for all administrative costs incurred in carrying out the maintenance of the expanded use code system. The rate of compensation for administrative costs shall be \$0.50 per parcel unless a new rate is established pursuant to a new agreement between Brevard County and the Brevard County Property Appraiser, executed after this agreement, in fiscal year 2022-23. Thereafter the rate of compensation shall be the new rate, effective on the same date that the Brevard County and Brevard County Property Appraiser's agreement is effective. The County shall invoice the Town for the Property Appraiser's fee, once a year, on the second quarterly invoice.

SECTION 9. REMMITANCE OF ADMINISTRATIVE COSTS

The Town will remit to the County one quarter (1/4) of the estimated annual administrative costs at the beginning of each calendar quarter, i.e., October 1 to December 31, January 1 to March 31, April 1 to June 30, July 1 to September 30. 4th quarter payment (final payment) will be due October 15th after any adjustments are completed based on actual revenues. The estimate shall be based upon ten percent (10%) of the Town's assessment roll revenue to be billed in November of that year. During the fourth (4th) quarter, the estimated administrative costs for the Town's Stormwater Management System Benefit Area will be adjusted based on the actual revenue collected, and the final payment for that year will be adjusted accordingly. Administrative costs and direct costs will be billed quarterly and shall be processed for payment within thirty (30) days of receipt.

SECTION 10. LEGAL SERVICES

During the period covered by this agreement, the Town agrees that any claims or suits involving operation of the stormwater program within the Town limits will be defended by and at the expense of the Town. However, the County may at the request of the Town through a separate written agreement defend the Town against all claims arising out of decisions relating to adjustments or credit to an individual fee; or appeals to or from the Stormwater Appeals Committee as set forth in Section 5, including actual reasonable attorney fees from the County Attorney's Office. For internal control and audit purposes, time records will be kept by the County Attorney's Office for all time charged against Town stormwater assessments. Time records will include who performed the individual task [e.g.-draft letters, research], date tasks performed, time expended for each task expressed in terms of an hour, and total amount billed. Costs of such defense shall be paid from the stormwater assessment imposed by the Town.

SECTION 11. SELECTION OF PROJECTS

The County Stormwater Program staff will work with the Town's staff and the Town Council to select projects which benefit the Grant-Valkaria Stormwater Management System Benefit Area (GVSMSBA). It is recognized that, in general, program operation costs, capital improvements, and the maintenance of capital improvements constructed by the program are the primary uses allowable for the Town's Stormwater assessment funds. In addition, it is recognized the parties will endeavor to apply these funds for capital improvement projects that would equally benefit and improve both water quality and flood control. In those situations where the Town Council determines that projects relating to maintenance of, and/or capital improvement of the Town's existing stormwater system constitute an emergency situation necessary to protect public health, safety and welfare, and therefore are of a higher priority than the stormwater program's primary purpose of water quality and flood control, then the Town Council through simple majority vote may direct staff to utilize up to sixty percent (60%) of the funds available on specific projects related to the existing system.

SECTION 12. CONTINUING CONSULTANTS

The Town shall have available for its use the services of continuing consultants as selected by the County under the Competitive Consultant Negotiation Act (CCNA).

SECTION 13. REPRESENTATIONS OF THE TOWN

The Town makes the following representations to the County:

- a) The Town is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement

- b) The Town has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance hereof by the Town (i) has been duly authorized by the Town of Grant Valkaria; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the Town, except as otherwise provided herein.

SECTION 14. REPRESENTATIONS OF THE COUNTY

The County makes the following representations to the Town of Grant Valkaria:

- a) The County is duly organized and in good standing under the laws of the State of Florida,
and is duly qualified and authorized to carry on the governmental functions and operations under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.

- b) The County has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance hereof by the County (i) has been duly authorized by the Board of County Commissioners of Brevard County; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the County, except as otherwise provided herein.

SECTION 15. RECORDS REVIEW

It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the County's Stormwater Program relating to this Agreement shall be deemed to be a "Public Record," whether in the possession or control of the County's Stormwater Program or one of its consultants, as defined in Section 119.011, Florida Statutes. Said record, document, computerized information and

program, audio or video tape, photograph, or other writing shall be subject of the provisions of Chapter 119, Florida Statutes. Upon request by the Town and without posing an exemption to the Town's rights set forth in Section 119.07(1), Florida Statutes, the County shall permit inspection of the foregoing public records by the Town, and the Town may obtain copies of said public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the County be open and freely exhibited by the County for the purpose of examination and/or audit by the Town.

SECTION 16. NOTICE

All notices, demands, annual renewals, or other writings in this Agreement are to be given, made or sent, or which may be given, made or sent, by either party through this Agreement to the other, shall be deemed to have been given, made or sent when made in writing and deposited in the first-class United States mail, certified, return receipt requested and postage prepaid, and addressed as follows:

TO COUNTY: **Director
Natural Resources Management Department
Brevard County Government Center
Building "A", Suite 219
2725 Judge Fran Jamieson Way
Viera, Fl 32940**

with a copy to: **County Manager
Brevard County Government Center
Building "C"
2725 Judge Fran Jamieson Way
Viera, Fl 32940**

TO TOWN: **Town Administrator
Town of Grant-Valkaria
1449 Valkaria Rd.
Grant-Valkaria, Fl 32950**

With a copy to: **Town Clerk
Town of Grant-Valkaria
1449 Valkaria Rd.
Grant-Valkaria, Fl 32950**

The person or address to which any notice or other writing may be given, made or sent, as above provided, may be unilaterally changed by written notice given as above provided.

SECTION 17. THIRD-PARTY BENEFICIARIES; PARTNERSHIPS

- (a) No Third-Party Beneficiaries. It is expressly agreed to by the parties, and it is the expressed intent of the parties that there are no intended or unintended, expressed or incidental, third-party beneficiaries of this Agreement. Consequently, this Agreement may NOT be relied upon by any person or entity other than the County or the Town.
- (b) Partnership. The County and the Town shall not be deemed to be partners or co-joint ventures of one another by virtue of this Agreement.

SECTION 18. DEFAULT

(a) It is expressly agreed between the parties hereto that in the event the Town determines the County, or the County determines the Town, to be in default of any of the conditions, covenants, or agreements of this Agreement, the Manager of the party hereto alleging a default will provide written notice thereof to the Manager of the party hereto alleged to be in default. Default with regard to any provision hereof shall be construed as a material breach of this Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged to be in default shall, within fifteen (15) days of the receipt of such notice, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, that during said fifteen (15) day period if the Manager of the entity alleged to be in default disagrees with the determination of the entity alleging a default, then in such event both Managers shall meet and discuss the alleged default and possible correction thereof. In the event the two Managers cannot agree on whether or not a default exists or how to resolve the default, they shall present an agreed upon statement of the issue(s) outstanding to their respective governing bodies, together with alternatives proposed by both Managers for any corrective action to be undertaken. At this point, both parties shall immediately coordinate with one another to simultaneously satisfy the requirements of subsection (b) and Section 164.103, Florida Statutes, in a prompt manner.

(b) (1) If the governing body of the entity alleging a default determines no default to have occurred, no further action by the entity claimed to be in default shall be necessary.

(2) If the governing body of the entity alleging a default determines a default to have occurred, but the governing body of the entity alleged to be in default determines no default to have occurred, then the entity alleging a default shall retain all legal and equitable

rights and remedies available, but unless otherwise terminated by either party, this Agreement shall continue in full force and effect during any judicial proceeding initiated by the entity alleging a default. If the governing body of the entity alleging a default is dissatisfied with the remedy elected by the party alleged to be in default or the progress in remedying the default, the entity alleging a default shall retain all legal and equitable rights and remedies available.

(3) If a majority vote of each of the governing bodies determine a default to have occurred and agrees upon a method for the prosecution of corrective action and appropriate corrective action, the entity in default shall initiate corrective action within fifteen (15) days of the date of final determination of such default by both governing bodies and promptly and diligently prosecute such corrective action to completion. Thereafter, the parties to this Agreement shall retain all legal rights and remedies available to them, but unless otherwise terminated by either party hereto, this Agreement shall continue in full force and effect during any judicial proceeding initiated by either party.

(c) Remedies and Waiver. All remedies conferred on either party shall be deemed cumulative, and no one remedy is exclusive of the other or of any other remedy conferred by law. Waiver by the Town or the County of, or failure of the Town or the County to take action with respect to, any breach of any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant or subsequent breach of the same, or any other term, covenant, or condition herein contained. In no event shall the County be deemed liable for the costs, damages, or attorney's fee incurred as a result of services provided herein.

SECTION 19. SEVERABILITY

If any part of this Interlocal Agreement is found invalid, unconstitutional, or unenforceable by any court, such invalidity or unenforceability shall not affect other parts of this Interlocal Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be accomplished. This agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

SECTION 20. ENTIRETY

This Interlocal Agreement, including exhibits, if any, represents the understanding and agreement of the parties on its entirety. There shall be no amendments to this Interlocal Agreement unless such amendments are in writing, signed by all the parties, and filed with the Brevard County Clerk of the Circuit Court.

SECTION 21. TERMINATION

This agreement shall remain in effect until date specified in Section 22, of this Agreement or upon termination by either party. Either the Town or the County may serve written notice to the other party to terminate the contract upon no less than one hundred twenty (120) days' notice. Should termination of agreement occur within less than one hundred and twenty (120) days, the Town shall be responsible for all outstanding costs as permitted by this agreement.

SECTION 22. DURATION OF THE AGREEMENT

This agreement shall remain in full force for a period of three (3) years after its date of execution by both parties, unless this agreement is terminated as otherwise provided herein. In addition, this agreement may be extended by both parties in one (1) year increments for up to two (2) years beyond the initial three (3) year period of agreement. Annual extensions shall be made by mutual written consent by both parties and as authorized by the Director and the Town Manager, and proper notification per Section 16.

SECTION 23. EFFECTIVE DATE

The effective date of this Interlocal Agreement shall be the date on which this fully executed agreement has been filed with the Brevard County Clerk of the Circuit court.

SECTION 24. GOVERNING LAW

The law of the State of Florida shall govern the validity and interpretation of this Interlocal Agreement.

SECTION 25. VENUE

Venue for legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

SECTION 26. E-VERIFY

The Parties:

- (1) 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 the Agreement; and

(2) Shall expressly require any contractors or subcontractors performing work or providing services pursuant to this Agreement 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 a contractor or subcontractor during the term of this Agreement; and

(3) Agree to maintain records of participation in and compliance with the E-Verify program, including participation by its contractors or subcontractors as provided above, and to make such records available upon request.

Compliance with the terms of this Section is made an express condition of this Agreement and either party may treat a failure to comply as a material breach of this Agreement.

A Party 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 Party hires or employs a person who is not eligible for employment. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

REMAINDER OF PAGE LEFT BLANK. SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Rachel M. Sadon, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



By: Kristine Zonka, Chair

Date: May 17, 2022

(As approved by Board on: May 17, 2022)

Reviewed for legal form and content
for Brevard County, Florida:

Heather A. Balsler, Assistant County Attorney


ATTEST:



Jessica Keenan, Town Clerk



TOWN OF GRANT-VALKARIA



Del Yonts, Mayor
(As approved by the Town Council on
March 9, 2022)