



AGENDA REPORT
February 26, 2019

**Modification to Citizens Oversight Committee recommended 2019 Save Our
Indian River Lagoon Project Plan**

SUBJECT:

2019 Save Our Indian River Lagoon Project Plan Modification

FISCAL IMPACT:

DEPT/OFFICE:

District 2

REQUESTED ACTION:

Approve of all non-muck removal and non-interstitial water treatment items contained within the 2019 Save Our Indian River Lagoon Project Plan, as proposed by the Save Our Indian River Lagoon Citizen Oversight Committee (Oversight Committee), as well as an initial maximum of \$125,000,000 toward muck removal and/or interstitial water treatment. Authorize staff to process any and all necessary budget change requests, for the current fiscal year, to comply with the directives contained within this motion.

SUMMARY EXPLANATION and BACKGROUND:

D2 County Commissioner, Bryan A. Lober, who represents Brevard County on the Indian River Lagoon National Estuary Program's Board of Directors, was apprised, on February 18, 2019, by Natural Resources Director Virginia Barker, that the County and Cities are at risk of foregoing grant opportunities should the 2019 Save Our Indian River Lagoon Project Plan Update ("2019 Plan Update") not be passed.

During this conversation Commissioner Lober inquired whether a stopgap measure approving those items proposed by the Oversight Committee which are not in contention would be beneficial. Commissioner Lober was advised this would help resolve, at least to a degree, concerns pertaining to losing grant opportunities.

In furtherance of this conversation, on the morning of February 19, 2019, Commissioner Lober met with County Attorney Eden Bentley, County Manager Frank Abbate, Assistant County Manager John Denninghoff, and Natural Resources Director Virginia Barker. During this meeting, Mr. Denninghoff indicated that there is or may be confusion amongst staff about desired next steps for updating the Project Plan.

A concern among those in attendance was that approving the entire plan except for those portions directly relating to muck removal and/or treatment of interstitial waters could create conflict with respect to defaulting to the prior year's plan for those categories, as there would not be enough funding to proceed with an amalgam of the two plans.

It was agreed upon, without objection, that Commissioner Lober would move to approve those portions of the plan not in dispute and some portion of muck removal funding to allow for the Department of Natural Resources to continue progression in cleaning up the lagoon. The remainder of the funds would remain unallocated until such time as the Oversight Committee provides the County Commission a report offering one or more suggestions as to how to allocate the remaining funds.

Accordingly, this agenda item seeks approval of all non-muck removal and non-interstitial water treatment items contained within the 2019 Plan Update, as proposed by the Oversight Committee, as well as an initial maximum of \$125,000,000 toward muck removal and/or interstitial water treatment. The remaining funds (roughly an additional \$100,000,000) which were proposed, by the Oversight Committee, to be allocated toward either muck removal and/or interstitial water treatment will remain unallocated until such time as the County Commission takes further action. This motion does not restrict the County Commission from allocating some, all, or none of the remaining unallocated funds toward muck removal, interstitial water treatment, and/or infrastructure as deemed appropriate by the County Commission. It is contemplated that the Oversight Committee will provide recommendations, in a timely manner, pertaining to the unallocated portion of funds for County Commission evaluation and consideration.

ATTACHMENTS:

Description

No Attachments Available



Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: The Honorable Kristine Isnardi, Chair
Board of County Commissioners

THROUGH: Frank Abbate, County Manager *[Signature]*
John Denninghoff, Assistant County Manager *[Signature]*
Virginia Barker, Director, NRMD *[Signature]*

FROM: Brandon Smith, Environmental Specialist, NRMD *[Signature]*

DATE: September 16, 2019

SUBJECT: Save Our Indian River Lagoon Project Cost-Share Funding - Interlocal Agreement
Between Brevard County and the Brevard Zoo

We respectfully request your signature on the (3) attached Save Our Indian River Lagoon Project Cost-Share Funding Contracts between Brevard County and the Brevard Zoo for the North IRL Oyster Project, North IRL Plant Project, and Banana River Lagoon Plant Project. These projects were approved by the County Commission on February 26, 2019 as a substitute project included in the 2019 Update to the Save Our Indian River Lagoon Project Plan. The template for this Contract (and all substitute projects approved on February 26th) was approved by the Board of County Commissioners on May 23, 2017.

Within these contracts there are the following attachments:

- Attachment A – Statement of Work for this particular project.
- Attachment B – Project Progress Report Form to be filled out quarterly by the municipality and returned to the county.
- Attachment C – Invoice for Reimbursement.
- Attachment D – Recipient's Certification of Payment Request.
- Attachment E – Eligible Tax Funding Cost Share Form showing the breakdown of the project cost along with eligible tax funding cost share designated for the project.

These projects will reduce the amount of excess nutrients flowing to the Indian River Lagoon by the creation of living shorelines using both oyster bar restoration and planted shorelines. The nutrient reduction benefits of these projects are estimated to be 880 pounds per year of total nitrogen and 27 pounds per year of total phosphorus. The Save Our Indian River Lagoon Trust Fund cost-share for this project is \$345,120.00.

Please contact Brandon Smith at brandon.smith@brevardfl.gov or 321-633-2016 with questions or to arrange for pick-up.

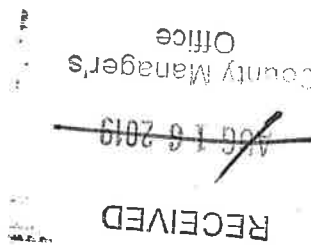
Thank you.



RECEIVED

SEP 16 2019

County Manager's
Office





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

February 27, 2019

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item I.3., Modification to Citizen's Oversight Committee Recommended 2019 Save Our Indian River Lagoon Project Plan

The Board of County Commissioners, in regular session on February 26, 2019, approved all non-muck removal and non-interstitial water treatment items contained within the 2019 Save Our Indian River Lagoon Project Plan, with the exception of stormwater pond maintenance and excess irrigation advertising funds, as proposed by the Save Our Indian River Lagoon Oversight Committee; approved an initial maximum of \$125,000,000 toward muck removal and/or interstitial water treatment; and authorized staff to process any and all necessary budget change requests, for the current fiscal year, to comply with the directives contained within this motion.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Each Commissioner
County Manager
County Attorney



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

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Fax: (321) 264-6972

Tammy.Rowe@brevardclerk.us

April 10, 2019

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item I.3., Revised 2019 Save Our Indian River Lagoon Project Plan (SOIRLPP)
Recommendation from the Citizen Oversight Committee (COC)

The Board of County Commissioners, in regular session on April 9, 2019, approved a Revised 2019 SOIRLPP, as recommended by the SOIRL COC, that increases funding by \$28.1 million for septic to sewer projects, decreases funding by \$74.8 million that was previously proposed by the COC for muck removal and/or interstitial water treatment, and reserves \$46.7 million available for future allocation; and authorized staff to process any and all necessary budget change requests, for current fiscal year, to comply with the Board's directives.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

cc: Each Commissioner
County Manager
Finance
Budget



April 11, 2018

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item VI.A.1., Draft Save Our Indian River Lagoon Project Plan 2018 Update

The Board of County Commissioners, in regular session on April 10, 2018, approved the Save Our Indian River Lagoon Project Plan 2018 Update; directed staff to come back to the Board with a Comprehensive Plan to show what is going on with Utilities and to show long-term goals across the board; and authorized any necessary budget change requests for the current fiscal year.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance



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Tammy.Rowe@brevardclerk.us

May 24, 2017

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item VI.A.2., Interlocal Agreements with Municipalities for Save Our Indian River Lagoon Project Cost Share Funding

The Board of County Commissioners, in regular session on May 23, 2017, authorized the Chairman to execute Interlocal Agreements with the municipalities (substantially in form of the template) to provide cost share from the Save Our Indian River Lagoon Trust Fund for projects approved in the 2017 Supplement to the Save Our Indian River Lagoon Project Plan and starting at Year Zero or Year One, subject to County Attorney and staff agreement that Attachments A and E of each Interlocal Agreement demonstrate consistency with the intent of the guidance criteria approved by the County Commission on March 7, 2017, and recommended by the Citizen Oversight Committee on February 17, 2017.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: Finance
Budget



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Tammy.Rowe@brevardclerk.us

RECEIVED

MAR 13 2017

BREVARD COUNTY
NATURAL RESOURCES MGT. DPT.

March 8, 2017

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Director

RE: Item VI.A.1., Adoption of Save Our Indian River Lagoon Project Plan Update and the 2017 Supplement to the Save Our Indian River Lagoon Project Plan

The Board of County Commissioners, in regular session on March 7, 2017, reviewed and approved the Save Our Indian River Lagoon Project Plan Update, the Guidance for Ensuring Compliance with the Intent of the Referendum, the 2017 Supplement to the Save Our Indian River Lagoon Project Plan, and the recommended expenditures listed on the proposed February 2017 Financial Statement; and authorized the necessary budget change requests for the current Fiscal Year.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: County Manager
Finance
Budget

**SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING
INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE
CITY OF COCOA BEACH, FLORIDA.**

AGREEMENT NUMBER: SOIRL 19-99

THIS AGREEMENT ("Agreement") is made and entered into on this {Day of Last Signature} day of {Month of Last Signature}, 2019 by and between the Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY") and the City of Cocoa Beach, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

RECITALS

WHEREAS, the COUNTY saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, the COUNTY has been granted authority under Section 212.055(2)(a), Florida Statutes, to levy for a period of ten (10) years from the date of levy, a discretionary infrastructure sales tax of a one half cent, pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County voting in a referendum on the surtax; and

WHEREAS, the COUNTY promulgated and passed Brevard County Ordinance no. 2016-15, ("the Ordinance") imposing a one half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum that was held on November 8, 2016; and

WHEREAS, it was contemplated that if approved in said referendum, said one half cent discretionary infrastructure sales tax shall be imposed and collected countywide, commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

WHEREAS, on November 8, 2016, a majority of those qualified electors of Brevard County voted in favor of the referendum, thereby authorizing the levying of the one half cent surtax; and

WHEREAS, the COUNTY deems it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one half cent discretionary infrastructure sales tax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

WHEREAS, the project identified in the Statement of Work ("the Project") has been included and approved by the County Commission as part of the Save Our Indian River Lagoon Project Plan; and

WHEREAS, the COUNTY has determined that providing cost-share funding to the CITY for the purposes provided for herein will assist the COUNTY in effectively and efficiently implementing the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, as amended from time to time, and would be a proper expenditure of the monies reserved in the Save Our Indian River Lagoon Trust Fund;

For value received, and in consideration of the following covenants, promises and provisions; the Parties agree as follows:

Section 1. Documents.

This Agreement incorporates all of the following:

- a. The Recitals set forth above;
- b. The Agreement;
- c. Attachment A – Statement of Work;
- d. Attachment B – Project Progress Report Form;
- e. Attachment C – Reimbursement/Invoice Form;
- f. Attachment D – Recipient's Certification of Payment Form; and
- g. Attachment E – Eligible Tax Funding Cost Share Form.

Section 2. Statement of Work.

In consideration of the above recitals, and the funding assistance described below, the CITY agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A**. CITY shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

Section 3. Term and Extensions.

a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2021 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

b. Any request for an extension of time beyond the Completion Date must be made in writing no less than 45 days prior to the contracted Completion Date. Timely requests to extend for longer than six months may only be approved by the Board of County Commissioners. Requests to extend for less than six months may be approved by the County Manager or his/her designee.

c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, for example, delivery of a final progress report, will remain in full force and effect after the Completion Date as necessary to affect performance.

Section 4. Offer Limitations.

a. This Agreement constitutes an offer until authorized, signed and returned to the COUNTY by the CITY. This offer terminates sixty (60) days after receipt by the CITY; provided, however, that

the CITY may submit a written request for extension of this time limit which may be approved by the County Manager or his/her designee.

b. If the project, which is eligible for reimbursement under this Agreement, does not begin within 180 days of the Effective Date, or if the invoice for non-construction projects is not submitted within 270 days of the Effective Date, the cost-share agreement will be subject to termination and the funds subject to reallocation.

Section 5. Project Management.

The Project Managers listed below shall be responsible for overall coordination and management of the project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

COUNTY

Brandon Smith
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: brandon.smith@brevardfl.gov

CITY

Brad Kalsow
Water Reclamation Director
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32931
321-868-3308
E-mail: bkalsow@cityofcocoabeach.com

a. The COUNTY'S Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating the COUNTY'S policies and decisions regarding all matters pertinent to performance of the project. The COUNTY'S Project Manager may authorize minor changes in the project that the parties agree are not inconsistent with the purpose of the project, do not affect the COUNTY'S cost-share funding amount, the project's nutrient reduction benefits, Completion Date, or otherwise significantly modify the terms of the Agreement.

b. Should additional funding be acquired from sources other than the Indian River Lagoon Surtax, the County and City Managers are authorized to sign amendments to this Agreement only if such additional funding: (1) reduces the lagoon tax funding amount; and/or (2) reduces the CITY's cost-share amount.

Section 6. Deliverables.

a. The CITY shall fully implement the project, as described in the **Statement of Work, Attachment A**. The CITY is responsible for the professional quality, technical accuracy, and timely completion of the project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the CITY shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the project.

b. The COUNTY'S Project Manager shall make a final acceptance inspection of the project when completed and finished in all respects. Upon satisfactory completion of the project, the CITY will provide the COUNTY a written statement indicating that the project has been completed in accordance with this Agreement. Acceptance of the final payment by the CITY shall constitute a release in full of all claims against the COUNTY arising from or by reason of this Agreement.

c. Unless otherwise provided herein, the COUNTY does not assert an ownership interest in any of the deliverables under this Agreement.

Section 7. Progress Reports and Performance Monitoring

a. The CITY shall provide to the COUNTY project update/status reports as provided in the **Statement of Work, Attachment A**. Reports will provide detail on progress of the project and outline any potential issues affecting completion or the overall schedule.

b. The CITY shall use the COUNTY'S Project Progress Report Form, Attachment B. CITY shall submit the Project Progress Reports to the COUNTY'S Project Manager within thirty (30) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

c. Commencement of Construction. The CITY shall notify the COUNTY once construction has started at the site.

d. For as long as the project is operational, the COUNTY shall have the right to inspect the operation of the project during normal business hours upon reasonable prior notice. The CITY shall make available to the COUNTY any available data that is requested pertaining to the performance of the project.

Section 8. Amount of Funding.

a. For satisfactory completion of the project, the COUNTY shall pay the CITY its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form, Attachment E**. This amount is not to exceed the maximum amount of cost-share that was recommended by the Citizen Oversight Committee and approved by the County Commission unless additional matching funds for the project are secured by the COUNTY from external revenue sources and approved for allocation to this project by the County Commission or their duly authorized representative.

b. The COUNTY cost-share amount is not subject to modification based upon price escalation in implementing the project during the term of this Agreement. The CITY shall be responsible for payment of all additional costs necessary to ensure completion of the project.

c. During Contract negotiations, the CITY must submit the adopted budget for the project, the amount of all secured grants for the project, and an estimate of project costs as defined below in section e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project Costs minus external matching funds for the project.

d. The CITY shall notify the COUNTY'S Project Manager in writing upon receipt of any additional external funding for the project not disclosed prior to execution of this Agreement. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project Costs minus external matching funds for the project.

e. "Project cost" is defined to include actual costs of constructing project facilities, including construction, construction management, construction QA/QC testing, land acquisition, engineering, design, permitting, permit fees, impact fees, and any other project-specific costs authorized under the **Statement of Work, Attachment A**. Project cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work, nor any costs not included in the contracted Statement of Work.

f. Funding shall not be provided for expenses incurred after the Completion Date.

g. The CITY is responsible for owning, operating and maintain the project for the typical operating life of the project.

Section 9. Payment of Invoices.

a. The CITY shall submit itemized invoices as per the **Statement of Work, Attachment A** on a quarterly basis for reimbursable expenses by one of the following four methods: (1) By mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Department of Natural Resource Management, Brandon Smith, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (2) By e-mail to brandon.smith@brevardfl.gov. If an option is not selected in this paragraph, the default invoicing basis will be quarterly.

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the CITY'S name, address, and authorization to directly deposit payment into the CITY'S account; (3) the CITY'S invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the CITY'S Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the **Statement of Work, Attachment A**); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not include the above-listed information shall be returned without action within ten (10) business days of receipt, stating the basis for rejection.

c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share listed in **Eligible Tax Funding Cost Share Form, Attachment E** (after adjustments per Section 8c. and/or d.) divided by Project Cost multiplied by the amount of the City's Project Cost incurred during the respective incremental billing period. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

d. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to the CITY and proof of payment. If necessary for audit purposes, the CITY shall provide additional supporting information as required to document invoices.

e. CITY shall be reimbursed for the actual cost of the project, or the contracted amount, whichever is less. The COUNTY shall not withhold any retainage from this reimbursement. COUNTY reimbursement is subject to annual budgetary limitation, if applicable.

f. The COUNTY'S fiscal year ends on September 30. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30 satisfies this requirement. Regardless of whether the CITY chooses monthly, quarterly, or annual invoices, if

any expenses occur between a previous invoice and September 30th, the CITY shall submit a description of the work completed on the Project through September 30th and a corresponding invoice for that cost-share eligible amount achieved during that time interval.

Section 10. Final Invoice.

a. The final invoice must be submitted no later than forty-five (45) days after the City's final payment to its vendors for the project or October 30th if the City's final payment is made between September 15th and 30th.

b. Final Invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the COUNTY, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The CITY must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

Section 11. Travel Expenses.

If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget. Travel expenses are otherwise not compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the CITY.

Section 12. Payments Withheld.

The COUNTY may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the COUNTY from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

Section 13. Multi-Year Agreements.

a. For multi-fiscal year agreements, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the schedule specified in the project agreement, as amended. The **Statement of Work, Attachment A**, includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Estimated Reimbursement Schedule").

b. If the CITY anticipates that expenditures will exceed the budgeted amount during any fiscal year, the CITY shall promptly notify the COUNTY'S Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not reimbursed in the current fiscal year due to slippage in the project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.

c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the

revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the project schedule.

Section 14. Liability and Insurance.

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. The CITY accepts all risks arising from construction or operation of the project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

Section 15. Funding Contingency.

a. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River Lagoon ½ cent surtax; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the COUNTY for each succeeding Fiscal Year. Should the project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the COUNTY shall so notify the CITY and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The CITY agrees that any and all City funds budgeted (in the adopted or amended budget) for this project that are saved by the CITY by virtue of reimbursement or allocation received pursuant to this cost-share agreement, shall be reallocated and expended by the CITY solely to other City, County or third party project(s) benefiting the restoration of the Indian River Lagoon within five (5) years of the Effective Date of this Agreement. Should the CITY choose to not expend such funds in the manner described above, the CITY shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The CITY'S obligation under this paragraph shall survive the termination of this agreement.

Section 16. Failure to Complete Project.

a. Should the CITY fail to complete the project, the CITY shall refund to the COUNTY all of the funds provided to the CITY pursuant to this Agreement.

b. With a recommendation from its Citizen Oversight Committee, the COUNTY, in its sole judgment and discretion, may determine that the CITY has failed to complete the project due to circumstances that are beyond the CITY'S control, due to termination of this agreement for reasons of funding availability, or due to a good faith determination that the project is no longer environmentally or economically feasible. In such event, the COUNTY may excuse the CITY from the obligation to return funds provided hereunder.

c. If the project has not been completed within thirty (30) days after the Completion Date, the

CITY shall provide the COUNTY with notice regarding its intention as to completion of the project. The parties shall discuss the status of the project and may mutually agree to revise the time for project completion or the scope of the project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the project for the purposes of this provision.

d. In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 17(a) and 17(b) shall survive the termination or expiration of this Agreement.

e. Force Majeure. The failure to carry out any terms of this Agreement due to any one of the following circumstances beyond the control of the CITY: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the state of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm or hurricane, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemic, (k) strikes, or (l) sabotage. The CITY shall not be subject to any liability for failure to carry out any of the terms of this Agreement to the extent that such failure shall be due to a Force Majeure event as defined herein. In such event, the CITY shall be excused from the obligation to return funds provided herein.

Section 17. Termination.

a. If the CITY materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the COUNTY may provide the CITY written notice of the deficiency by forwarding a "Notice to Cure," citing the specific nature of the breach. The CITY shall have thirty (30) days following receipt of the notice to cure the breach. If the CITY fails to cure the breach within the thirty (30) day period, the COUNTY may issue a "Termination for Default Notice" terminating this Agreement without further notice. In such event, the CITY shall refund to the COUNTY all funds provided to the CITY pursuant to this Agreement within thirty (30) days of such termination. The COUNTY may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

b. Delay or failure by the COUNTY to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the COUNTY'S rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

Section 18. Assignment.

The CITY shall not assign this Agreement, or any monies due hereunder, without the COUNTY'S prior written consent. The CITY is solely responsible for fulfilling all work elements in any contracts awarded by the CITY and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the COUNTY and any of the CITY'S contractors or subcontractors.

Section 19. Audit; Access to Records; Repayment of Funds.

a. Maintenance of Records. The CITY shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The CITY shall keep the records of receipts and expenditures, copies of all reports submitted to the COUNTY, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In addition, the CITY shall maintain records to demonstrate satisfaction of its obligation under subparagraph 15b. above.

b. Review and Auditing. In accordance with generally accepted governmental auditing standards, the COUNTY shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, the CITY shall maintain all required records until the audit is completed and all questions are resolved. The CITY will provide proper facilities for access to and inspection of all required records.

c. Repayment of Funds. COUNTY funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the COUNTY finds any of the following: (1) the CITY has spent funds for purposes other than as provided for herein; (2) the CITY has failed to perform a continuing obligation of this Agreement; (3) the CITY has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the CITY has been advanced or paid unobligated funds; (5) the CITY has been paid funds in excess of the amount the CITY is entitled to receive under the Agreement; and/or (6) the CITY has received contributions amounting to more than one hundred percent (100%) of the project cost through cumulative public agency cost-share funding.

Section 20. Dispute Resolution.

The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the COUNTY's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the County Manager's Office, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the COUNTY and shall then be subject to judicial review upon completion of the project.

Section 21. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) Venue for any state or federal legal proceedings shall be in Brevard County; (2) Each party shall bear its own attorney's fees, including appeals; (3) For civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

Section 22. Permits.

The CITY shall comply with all applicable federal, state, and local laws and regulations in implementing the project and shall include this requirement in all subcontracts pertaining to the project. The CITY shall obtain any and all governmental permits necessary to implement the project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

Section 23. Independent Contractors.

The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. The CITY is not a contractor of the COUNTY. The COUNTY is providing cost-share funding as a cooperating governmental entity to assist the CITY in accomplishing the project. The CITY is solely responsible for accomplishing the project and directs the means and methods by which the project is accomplished. The CITY is solely responsible for compliance with all labor, health care, and tax laws pertaining to the CITY, its officers, agents, and employees.

Section 24. Scrutinized Companies.

a. The CITY 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 Agreement at its sole option if the CITY or its subcontractors are found to have submitted a false certification; or if the CITY or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CITY certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CITY, 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 Agreement.

c. The CITY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 25. Local Preference Limitations.

The CITY is responsible for ensuring that "local preference" is only utilized in the hiring of contractors when legally permitted. If the source of funds for this cost-share in any way restricts the use of "local preference," the COUNTY has the responsibility to put the CITY on notice. If put on notice, the CITY agrees to indemnify the COUNTY for any and all actions or penalties that may arise from the unpermitted use of "local preference."

Section 26. Public Entity Crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

Section 27. Public Records.

Records of the CITY that are made or received in the course of performance of the project may be public records that are subject to the requirements of Chapter 119, Florida Statutes. If the CITY receives a public records request, the CITY shall promptly notify the COUNTY'S Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Florida Statutes, as amended.

Section 28. Royalties and Patents.

The CITY certifies that the project does not, to the best of its information and belief, infringe on any patent rights. The CITY shall pay all royalties and patent and license fees necessary for performance of the project and shall defend all suits or claims for infringement of any patent rights and save and hold the COUNTY harmless from loss to the extent allowed by Florida law.

Section 29. Employment Eligibility Verification (E-Verify):

The CITY:

- a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and
- b. shall expressly require any subcontractors 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 subcontractor during the contract term; and
- c. 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 the CITY'S enrollment in the program. This includes maintaining a copy of proof of the CITY'S and 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.

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

Brevard County Board of County Commissioners

Cocoa Beach, Florida

By: 

By: _____

Kristine Isnardi, Chair

Name: Ben Malik

As Approved by the Board on February 26, 2019

Title: Mayor

Date: _____

Attest



Scott Ellis, Clerk

Reviewed for legal form and content



Christine Valliere, Assistant County Attorney

**ATTACHMENT A
STATEMENT OF WORK**

PROJECT TITLE:

Water Reclamation Facility Upgrades & Improvements

PROJECT LOCATION:

City of Cocoa Beach

PROJECT BACKGROUND:

This project entails various treatment plant upgrades and improvements required to enhance treatment plant wet weather capacity, performance and improve reliability and improve reliability during power outages.

PROJECT DESCRIPTION:

The project includes upgrades and improvements to: influent handling facilities, biological treatment units, filters, sludge handling facilities and electrical systems. Gravity Bypass Systems will be constructed to avoid the potential for plant overflows during power outages and/or storm flow conditions. 6.0 MGD of extra filter capacity will be constructed to handle potential storm surge flows up to a peak hydraulic capacity of 18.0 MGD. Replace existing single source emergency power transfer equipment with new emergency power transfer equipment that supports two (2) backup generators to provide additional redundancy and reliability during power loss. These components will provide the ability to stay within reclaimed water standards for use in the reuse distribution system and allow utilization of the existing injection well for disposal.

TASKS and DELIVERABLES:

Task #1: Design and Permitting

Task Description: The grantee has completed the design of the upgrades and improvements and has obtained all necessary permits for construction of the project.

Task #2 Construction of Project

Task Description: The grantee will construct new emergency mechanical piping to bypass the post-aeration stage of the Biological Treatment Units #1 & #2. This will increase hydraulic capacity and reduce the potential for spills during power outages and/or power 'bumps'.

Project also includes replacement of two influent barscreens and two rotary drum sludge thickeners to improve reliability with the water quality and biosolids conditioning. Two (2) new cloth media filters with a peak hydraulic capacity of 18.0 MGD will be constructed as well as upgrading switchgear and automatic transfer equipment and controls for enhanced process reliability and redundancy ensuring water quality standards are met during wet weather conditions and power outages.

Task	Task Title	Task Start Date	Task End Date
1	Design & Permitting	12/17	1/19
2	Construction of Project	5/19	6/20

Estimated Reimbursement Schedule:

Project reimbursements will be requested quarterly.

Task #	Quarter #4/2019	Quarter #1/2020	Quarter #2/2020	Quarter #3/2020
1	\$188963	\$0	\$0	\$0
2	\$0	\$188963	\$188962	\$188962

Deliverables:

Quarterly and final reports including pictures of progress made, or plans if pictures are not yet available.

Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):

This project is included in the City's FY 2019-2020 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding.

**SAVE OUR INDIAN RIVER LAGOON
PROJECT PROGRESS REPORT FORM**

Date: _____

Report Number: _____

Project Information

Project Name:			
Recipient Name:			
Contract Number:		County Project Manager Email:	
Nitrogen Reduction Benefit (lbs/yr)		County Project Manager Phone:	
Phosphorus Reduction Benefit (lbs/yr)		Recipient's Email:	
TSS Reduction Benefit (lbs/yr)		Recipient's Phone:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	
Expended To-date:	
Contract Amount:	

Expended This Period:	
Percent Budget Expended:	
Percent Cost Share:	

Estimated Reimbursement Schedule**Fiscal Year 1**

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Status

--

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 90 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish	Comple	Date
1	Permitting				
2	Engineering				
3	Construction				

Problems, Issues, Solutions, Anticipated deviations from schedule:

--

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

Attachment C - Detail Sheet

Save Our Indian River Lagoon Cost-Share Program Invoice for Reimbursement

RECIPIENT'S NAME:		
RECIPIENT'S EMAIL:		
PROJECT NAME:		
AGREEMENT NO.:		
PERFORMANCE PERIOD:		
FROM:		To:
PAYMENT REQUEST NO.:		
DATE OF REQUEST:		
COUNTY'S PROJECT MANAGER:		
PROJECT COST:		
LAGOON TAX COST SHARE PERCENTAGE:		
CONTRACTED LAGOON TAX COST SHARE AMOUNT:		
CURRENT REIMBURSEMENT AMOUNT REQUESTED:		

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES/ CATEGORY OF EXPENDITURE	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICES PREVIOUSLY PAID	INVOICES INCLUDED IN THIS REQUEST	PREVIOUS REIMBURSEMENT AMOUNT	CURRENT REIMBURSEMENT AMOUNT
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
			TOTALS:					\$ -	\$ -

Recipient's Certification of Payment Request

I, _____, on behalf of _____, do hereby certify for
SOIRL Agreement No. _____ and Payment Request No. _____ that:

- ☐ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☐ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☐ All procurement for the amount requested was completed in a manner consistent with applicable law and contract requirements.
- ☐ If notified by the County of any restrictions on the use of local preference for this Agreement, the Recipient confirms that no local preference was used.
- ☐ The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Recipient's Grant Manager's Signature	Recipient's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

ATTACHMENT E

Recipient Name:	City of Cocoa Beach
Project Name:	Cocoa Beach Water Reclamation Facility Upgrades
Agreement Number:	19-99

Estimated Project Cost-Share Table						
Task Number	Task Description	Task Cost	Grant 1 (319)	Grant 2 (FDEP)	Grant 3 (SJRWMD)	Eligible Lagoon Tax Cost Share, Adjusted
1	Permitting					Local Match
2	Engineering	\$475,320.00				\$ -
3	Construction	\$ 5,445,000.00			\$ 1,500,000.00	\$ 475,320.00
4	Monitoring					\$ 3,189,150.00
	Total	\$ 5,920,320.00	\$ -	\$ -	\$ 1,500,000.00	\$ -
						\$ 3,664,470.00

Funding Eligibility Calculation	
Project Type	
BMP Type (If stormwater)	SW Trad BMP
Pounds of Nitrogen Reduction	2,520
Eligible Cost Share per Pound	\$300
Eligible Tax Funding Cost Share	\$ 755,850.00
Reduction so Sum of Grants does not exceed Project Cost	\$ -
Eligible Lagoon Tax Cost Share, Adjusted	\$ 755,850.00
Percent Cost Share to be contributed by the Lagoon Tax	13%

Natural Resources Management Department

**SAVE OUR INDIAN RIVER LAGOON FUNDED
PUBLIC OUTREACH
AND
MARKETING SERVICES AGREEMENT**

2725 Judge Fran Jamieson Way,
Bldg. A, Viera, Florida, 32940
321-633-2050

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PROFESSIONAL SERVICES AGREEMENT

This is an agreement entered into this 12 day of Feb., 2019, by and between Brevard County a political subdivision of the State of Florida, hereinafter referred to as COUNTY and Marine Resources Council of East Florida, Inc. hereinafter referred to as COMPANY.

WHEREAS, the COUNTY Natural Resources Management Department for the Education and Outreach Services, hereafter referred to as SERVICES described in Exhibit "A" Scope of Services, attached hereto and made a part hereof by this reference.

For and in consideration of the mutual agreement hereinafter contained, the COUNTY hereby retains the COMPANY, and the COMPANY hereby covenants to provide professional services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All professional services provided by the COMPANY for the COUNTY shall be identified in the Scope of Services, exhibit "A". Work Orders shall entail a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the COMPANY. No additional work shall be performed under this Agreement without a written Notice to Proceed signed by the Chairman of the Board of County Commissioners or other authorized representative of the COUNTY where approved by Board action. The written Notice to Proceed for additional services shall constitute an addendum to this Agreement.

Services required for the General Outreach Services will be provided in the unincorporated areas and within the jurisdictions of partnering municipalities. The Services will support stormwater pollution prevention, the NPDES permit compliance and the BMAP outreach needs.

SECTION II - COUNTY OBLIGATIONS

The COUNTY agrees that they shall furnish to the COMPANY, upon request, any data available in the COUNTY'S files pertaining to the work to be performed under this Agreement.

SECTION III - PROFESSIONAL SERVICES

Upon receipt of Notice to Proceed, COMPANY agrees to perform professional services associated with an individual work order in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The COMPANY warrants the adequacy of work provided under this Agreement and Work Orders, and agrees to correct any errors and omissions that may be required because work was found defective. This remedy shall be cumulative to all other remedies available under law.

In connection with the services to be rendered pursuant to this Agreement, the COMPANY further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state and local laws, ordinances, or contract applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all the work.
- D. Cooperate and coordinate with other COUNTY CONSULTANT's, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, photos, art work, reports, notes, records, sketches, printed material, lesson plans, and other pertinent documents open to the inspection of the COUNTY or its authorized agent at any time.
- F. Submit for COUNTY review, sketches, work plans, survey, proposals and other work representative of the Services progress, which may be stipulated in an individual Work Order .
- G. Submit for COUNTY approval the final work product upon incorporation of any

modifications requested by the COUNTY during any previous review.

- H. Obtain and maintain any and all licenses, permits, franchises, governmental authorizations, including permission to use patents, **trademarks**, copyrights or other rights necessary to perform the Services as may be required from time to time by applicable law.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the COMPANY shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of the Agreement and shall be completed within the time stated in the Work Order.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the COMPANY agrees to accept, for the services described in Exhibit "A" pursuant to this Agreement, and stated in a Work Order, fees and other compensation as described in Exhibit "B", and as described in the individual Work Orders..

Additional Services under this Agreement shall, if required and requested, be compensated in accordance with the attached Exhibit "B", Schedule of Fees.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the COMPANY for all authorized work performed during the previous calendar month, and in accordance with Exhibit "B" and individual Work Orders

- A. Invoices shall include a breakdown for each part of the work billed and personnel as identified in Exhibit "B".
- B. The COMPANY shall provide a schedule of work with anticipated costs for each milestone in the schedule.

C. The COUNTY shall adhere to the Florida Prompt Payment Act, Sections 218.80 through 218.80, Florida Statutes and the COUNTY Administrative Order AO-33 for prompt payment of invoices.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine the units or sections of the work on which the COMPANY shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule, the COMPANY shall submit such revisions for review and, if warranted, approval by the COUNTY in writing. All the work under this Agreement is to be completed on an annual basis.

SECTION VIII – DISPUTE RESOLUTION

All services shall be performed by the COMPANY to reasonable professional standards and practices, and to the reasonable requirements of the COUNTY. The COUNTY Central Services Director or designee shall decide and dispose of all claims, questions and disputes arising under this Agreement. Such determination shall be written and shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the COMPANY does not concur with the decisions of the COUNTY, within ten (10) days after determination by the Central Services Director or designee, the COMPANY shall present any such objections in writing to the COUNTY Central Services Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the Natural Resources Management Department, County Manager's Office and the Central Services Office for review and disposition at a hearing to be held within ten (10) days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the COMPANY goes through the appeal process established in this Agreement and provided further that the COMPANY strictly abides by the ten-day time deadline set forth in this paragraph.

SECTION IX - OWNERSHIP OF WORK PRODUCT AND RELEASES

Intellectual property includes, but is not limited to, documents, photographs, art work, reports, educating plans, ideas, marketing material (video, music, print ads, slogans, TV, Media, online, art work, radio), website development, press releases, maps, contract documents, logos, slogans, taglines, branding, advertising and educational materials, curricula, powerpoint slides, supplementary works, compilations, derivative works and all other work product developed by the COMPANY pursuant to this Agreement, whether used or not used.

It is likely that each Work Order issued under this Agreement will include work that is specially ordered or commissioned as a "work made for hire" under 17 U.S.C. § 101. In such case, where the Work Order states the work product is specially ordered as a "work made for hire," the COMPANY agrees that the COUNTY is the exclusive owner of all work product ordered or commissioned under that Work Order which qualifies as a "work made for hire," as that term is defined in 17 U.S.C. § 101, without restrictions or limitations upon its use.

For all other work that is not specially ordered or commissioned as a "work made for hire" on the Work Order, the COMPANY grants to the COUNTY or agrees to obtain for the COUNTY a royalty free, world-wide, nonexclusive, irrevocable, unlimited license right in intellectual property produced, used, or modified pursuant to this Agreement, without restrictions or limitations upon its use. Such licenses will include an express right for the COUNTY to further sub-license the intellectual property without restriction. Such licenses will be promptly provided in writing to the COUNTY with delivery of the work.

All copyrightable materials produced pursuant to this Agreement shall be marked and dated by the COMPANY in such a manner as to preserve and protect the legal rights of the COUNTY.

The COMPANY agrees to obtain, or cause to be obtained, any other releases, permits or authorization necessary for the use of photographs, copyrighted materials, art work or any other property or rights belonging to a third party for use in performing services for the COUNTY.

When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the COUNTY for its use. There shall be no additional compensation for the rights and property granted under this paragraph.

The COMPANY further agrees that upon request or upon expiration, cancellation or termination of this Agreement, the COMPANY will provide COUNTY the underlying digital files in a format accessible to the COUNTY, along with information regarding what software programs were used to create the intellectual property. The digital files must be in a format to allow modifications to the intellectual property, it may not solely be a .pdf copy of the intellectual property. The COMPANY agrees that it (and any subcontractors that it hires) will use only commercially available software to create intellectual property for the COUNTY. COMPANY will not use proprietary non-commercial technology to create intellectual property for COUNTY use.

The COMPANY warrants that the proper authorizations have been granted or will be obtained for use of the intellectual property developed under this Agreement. The COMPANY agrees to be responsible for any claims arising with respect to the COUNTY's use of intellectual property produced under this Agreement.

The COMPANY agrees that its proposal for this work factored the costs of this section into its proposal and that no additional compensation is owed by the COUNTY.

SECTION X - REUSE OF DOCUMENTS

The COMPANY may not reuse data or work products exclusively developed for this Agreement without express written permission of the COUNTY.

SECTION XI - NOTICES

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

SECTION XI - NOTICES

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

COUNTY:

Carolina Alvarez
Engineer II
Natural Resources Management Department
2725 Judge Fran Jamieson Way, Bld. A.
Viera, FL 32940

COMPANY:

Leesa Souto
Executive Director
Marine Resources Council of East Florida, Inc.
3275 Dixie Hwy, NE.
Palm Bay, FL 32905

SECTION XII - AUDIT RIGHTS

In performance of this Agreement, the COMPANY shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the COMPANY in conjunction with this Agreement, and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COMPANY shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the COMPANY by the COUNTY in connection with this Agreement 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

If the COMPANY transfers all public records to the COUNTY upon termination of the Agreement, the COMPANY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

SECTION XIII – PUBLIC RECORDS

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the COMPANY of the request and the COMPANY 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 Sections 119.07. The COMPANY 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 herein by this reference. A copy of AO-47 is available upon request from the COUNTY'S public records custodian designated below.

If the COMPANY fails to provide the requested public records to the COUNTY within a reasonable time, the COMPANY may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The COMPANY'S failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the COUNTY face any legal action to enforce inspection or production of the records within the COMPANY'S possession and control, The COMPANY agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. The COMPANY shall hire and compensate attorney(s) to represent the COMPANY and COUNTY in defending such action. The COMPANY shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: MARY BLAKELY AT 321-633-2014 MARY.BLAKEY@BREVARDFL.GOV or at the mailing address below:

Natural Resources Management Department
2725 Judge Fran Jamieson Way, Suite A-217
Melbourne, FL 32940

SECTION XIV – E-VERIFY

The COMPANY shall utilize the U.S. Department of Homeland Security's E-Verify, per State of Florida Office of the Governor Executive Order 11-116, system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the 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 the subcontractor during the Agreement term.

SECTION XV - SUBCONTRACTING

The COMPANY shall not subcontract, assign, or transfer any work under this Agreement without the written approval of the COUNTY. When applicable, the COMPANY shall cause the names of any subcontracted COMPANYs responsible for major portions (or separate specialty) of the work to be inserted in pertinent documents or data.

SECTION XVI - INDEPENDENT CONTRACTOR

The COUNTY contracts for the services of the COMPANY as an independent

contractor and not as an employee. Nothing herein 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 agreements of any kind on behalf of the other, or to bind or obligate the other to any third party.

SECTION XVII - TRADEMARKS AND COUNTY SEAL

Use of official county and municipal seals without the express approval of the governing body is controlled by Section 165.043, Florida Statute. The COMPANY may only use the official County Seal after obtaining written approval from the County Manager, or designee. Likewise, the COMPANY may only use other trademarked or licensed logos of Brevard County with written approval of the County Manager, or designee. Permission is not guaranteed. The County Manager, or designee, may approve or deny such approval, in the County Manager's sole discretion. It is the COMPANY's responsibility to check the intellectual property status of presumed County logos before use, and to inquire and obtain the proper permissions as discussed under Section IX, at no additional cost to the County. Failure or refusal by the COMPANY to comply with the terms and conditions of this Section shall entitle the COUNTY to terminate this Agreement.

SECTION XVIII - ATTORNEY'S FEES

In the event of any legal action to interpret or enforce the terms of this Agreement or any provision hereof, each party shall bear its own attorney's fees and costs and any trial shall be non-jury.

SECTION XIX – VENUE

Venue for any 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.**

SECTION XX - GOVERNING LAW

This Agreement shall be deemed to have been executed and entered into the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

SECTION XXI - CONTINGENT FEES

The COMPANY warrants that no person or company was employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, accepting bona fide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XXII - TERMINATION/MODIFICATION OF AGREEMENT

- A. If through any cause, the COMPANY shall fail to fulfill its obligations under this Agreement, or if the COMPANY violates any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the COMPANY of such termination, specifying the effective date thereof. Notice shall be given at least ten (10) days before the effective date of such termination.
- B. The COUNTY reserves the right to terminate this Agreement, without cause, upon thirty (30) days written notice.
- C. In the event of termination by the COUNTY, the COUNTY'S sole obligation to the COMPANY shall be payment for those portions of satisfactorily, completely, performed work previously authorized. Such payment shall be determined on the basis of the hours of work performed by the COMPANY, or the percentage

or work complete as estimated by the COMPANY and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the COMPANY, elect to employ other persons to perform the same or similar services.

- D. The terms of this Agreement may be modified upon the mutual agreement of the COMPANY and the COUNTY as confirmed in writing.
- E. In the event that the COMPANY changes names, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Agreement subject to the terms described above.
- F. In the event of termination of this Agreement the COMPANY agrees to surrender any and all documents prepared by the COMPANY for the COUNTY in connection with this Agreement, of which, the COUNTY will shall have full ownership thereof, COMPANY shall retain copies of such documents for record purposes.

SECTION XXIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of one (1) year after its date of execution, unless this Agreement is terminated by mutual consent of the parties as otherwise provided herein. In addition, subject to the COUNTY'S sole discretion, this Agreement may be extended in one (1) year increments for up to five (5) years beyond the initial one (1) year period of the agreement.

SECTION XXIV - DEFAULT

In the event the COMPANY fails to comply with the provisions of this Agreement, the COUNTY may declare the COMPANY in default by written notification. In the event partial payment has been made for professional services not completed, the COMPANY shall return any sums due to the COUNTY as a result of COMPANY'S default within ten (10) days after notice and demand that said sums are due. The COMPANY shall not be compensated on a percentage of any deficient professional services which have been

performed at the time the COUNTY declares a default. The COUNTY shall pay for that portion, if any, of the performed work which is used or useful to the COUNTY or by any other company retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the COMPANY'S Agreement.

SECTION XXV - INSURANCE

The COMPANY will be required to procure and maintain, at their own expense and without cost to the COUNTY, until final acceptance by the COUNTY of all products or services covered by this Agreement, the following types of insurance. The policy limits required are to be considered minimum amounts.

- A. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverages: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract.
- B. Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with \$1,000,000 combined single limit for each occurrence.
- C. Workers' Compensation and Employers Liability Insurance covering all persons conducting operations on the COUNTY'S premises or on behalf of the COUNTY.
- D. Professional Liability Insurance in the amount of \$1,000,000 per claim covering the risk of errors and omissions in the professional services provided under this Agreement. Such coverage written on a "claims made" basis shall be maintained in force for five years after the final payment of services.

The COMPANY shall provide certificates of insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the COUNTY as an additional insured. All policies will be endorsed to the effect that they may not be cancelled or modified without thirty (30) days prior written notice to the COUNTY.

The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the COMPANY under the terms of the contract. Sub-COMPANY's insurance shall be the responsibility of the COMPANY.

SECTION XXVI – INDEMNIFICATION

The COMPANY shall hold the COUNTY harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the COUNTY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the COMPANY, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The COMPANY agrees to indemnify the COUNTY and pay the cost of the COUNTY'S legal defenses, including fees of attorneys as may be selected by the COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the County's exclusive remedy.

Further, the COMPANY shall fully indemnify, defend, and hold harmless the COUNTY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the extent such claims arise as a result of the COMPANY'S implementation of a County-originated design and/or specifications or materials provided to the COMPANY by COUNTY, COUNTY'S misuse or modification of the COMPANY'S products or COUNTY'S operation or use of the COMPANY'S products in a manner not contemplated by the Agreement or the task order.

If any work product used in services is the subject of an infringement suit, or in the COMPANY'S opinion is likely to become the subject of such a suit, the COMPANY may,

at its sole expense, procure for the COUNTY the right to continue using the product or to modify it to become non-infringing. If the COMPANY is not reasonably able to modify or otherwise secure the COUNTY the right to continue using the product, the COMPANY shall remove the product and refund the COUNTY the amounts paid in excess of a reasonable fee for past use. The COUNTY shall not be liable for any royalties.

The COMPANY'S obligations under the preceding paragraphs with respect to any legal action are contingent upon the COUNTY giving the COMPANY (1) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the COMPANY'S sole expense, and (3) assistance in defending the action at the COMPANY'S sole expense. The COMPANY shall not be liable for any cost, expense, or compromise incurred or made by the COUNTY in any legal action without the COMPANY'S prior written consent, which shall not be unreasonably withheld.

It is agreed by the parties hereto that specific consideration has been received by the COMPANY under this Agreement for this hold harmless/indemnification provision.

SECTION XXVII - QUALITY CONTROL

The COMPANY agrees to a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or data analysis is found to be accurate and reasonable, the COMPANY shall be compensated for the additional work in accordance with Section V of this Agreement.

The COUNTY will evaluate the COMPANY'S performance upon completion of work. The evaluation will be used by the COUNTY in determining the COMPANY'S qualifications for future contracts with the COUNTY.

SECTION XXVIII- NON-EXCLUSIVE AGREEMENT

The parties acknowledge that this Agreement is not an exclusive agreement and the COUNTY may employ other professional or technical personnel to furnish services for

the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest. The COUNTY reserves the right to assign such work to the COMPANY as it may approve in the sole discretion of the COUNTY.

SECTION XXIX – 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, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SECTION XXX- INTEREST OF COMMISSIONERS AND OTHERS

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 PROJECT, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION XXXI - INTEREST OF COMPANY

The COMPANY 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 Agreement. The COMPANY further covenants that in the performance of this Agreement, no person

having any such interest shall be employed.

SECTION XXXII - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

SECTION XXXIII – SEVERABILITY

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Agreement void or unenforceable, the remaining parts of this Agreement shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this Agreement.

SECTION XXXIV – SURVIVAL

The obligations and duties set forth in Sections IX, X, XII, XIII, XVII subsections D, E and F, XVIII, XIV, XX, XXII subsections C and F, XXVI, XXXIII shall survive termination, cancellation or expiration of this Agreement.

SECTION XXXV – EFFECTIVE DATE

The effective date of this Agreement means the date on which the last of the parties hereto executes this Agreement.

SECTION XXXVI - SCRUTINIZED COMPANIES

The COMPANY certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement at its sole option if the COMPANY or its subcontractors are found to have submitted a false certification; or if the COMPANY, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the COMPANY certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Agreement at its sole option if the COMPANY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the COMPANY, 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 Agreement.

The COMPANY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
12 day of February, 2019.

ATTEST:



Scott Ellis, Clerk

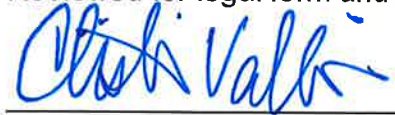
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Kristine Isnardi, Chair

AS APPROVED BY THE BOARD ON: 2/12/19

Reviewed for legal form and content by:

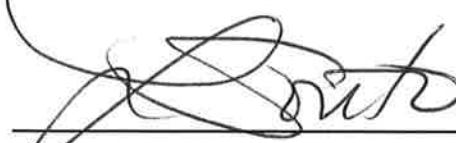


Christine Valliere, Assistant County Attorney,

ATTEST:

Company Name.

Marine Resources Council of East Florida, Inc.

A handwritten signature in black ink, appearing to read 'Leesa Souto', is written over a horizontal line.

Leesa Souto, Executive Director

STATE OF FLORIDA §
COUNTY OF BREVARD §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared Lisa Ann Souto and _____ to me known to be the President and Secretary of Marine Resources Group Inc., or provided as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 11th day of April, 2019.

(SEAL)



Mariucha Travassos Yochum
Signature

Mariucha Travassos Yochum
Notary Name (typed or printed)

Executive Director
Title or Rank

EXHIBIT "A"
SCOPE OF SERVICES FOR
SERVICE C
SAVE OUR INDIAN RIVER LAGOON FUNDED
PUBLIC OUTREACH AND MARKETING CAMPAIGN

The COMPANY shall be responsible at a minimum for the following:

- A. Development, designing and implementing a campaign of digital and print media that simplify a variety of topics and make them more understandable to the general public, businesses and commercial entities
- B. Preparing press releases and social marketing content to broaden visibility and creating awareness for each campaign.
- C. Development and implementing a campaign of activities for businesses and commercial entities.
- D. Evaluating the impact of online and offline marketing and outreach campaigns and brand awareness.
- E. Providing on-going recommendations to improve campaign performance, community impact and future campaigns.
- F. Maximizing all opportunities through partnerships and build continuing relationships with the media.
- G. Digital Marketing.
- H. Grassroots Marketing.
- I. Organize training and outreach for retail store staff.
- J. Providing tracking and reporting to track and target measurable behavioral changes.

Preparing a monthly report summarizing all activities performed to be submitted to the County.

EXHIBIT "B"

SCHEDULE OF FEES

Personnel	Main Duties	Hourly Rate
MRC - Leesa Souto	Research, Project Mgmt	\$80.00
MRC - Sondee Lima	Editing, education	\$65.00
MRC - Shannon Egger	Education	\$50.00
MRC - Kate Zehnder	Volunteer Coordination	\$50.00
UC - Kendra Jankowski	Media/General	\$120.00
UC - Matt Morgan	Design/Video	\$100.00
UC - Dorian Morgan	Research, Project Mgmt	\$150.00
Claudia Listopad	Research	\$155.00
Bill Paton	Programmer	\$116.00
Danielle Huffner, Kayleigh Huffner	GIS Technician	\$60.00