



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.1.

12/5/2023

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### **Subject:**

Stormwater Program Interlocal Agreement with the Town of Malabar

### **Fiscal Impact:**

Revenue \$17,500 (Town of Malabar) Stormwater Management Program Business Area 1110 CC R30331 GL 3490001.

### **Dept/Office:**

Natural Resources Management

### **Requested Action:**

It is requested that the Board: (1) Authorize the Chair to sign the Stormwater Program Interlocal Agreement; and (2) Delegate authority to the County Manager to sign future renewals and amendments for the Stormwater Program Interlocal Agreement with the City of Malabar.

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

Since 1999, the Town of Malabar has partnered with the County to help implement a regional stormwater management approach to stormwater issues, to provide greater water quality and flood protection to the residents.

The current Interlocal Agreement (ILA) expired on November 12, 2023. The town council approved the execution of this agreement at their November 20, 2023 meeting. The ILA will allow the County to continue administering and managing the Town of Malabar's Stormwater Program consistent with the policies, procedures, and practices of the County's Natural Resources Management Department Stormwater Program. The Town will be billed annually for the administration of the Town's stormwater fee, associated inspections, and outreach. The administrative cost is a flat rate of \$17,500 per year. Costs for additional services will be based on hourly rates for staff time and expenses. The Town's share of the administrative cost will be recalculated annually by adding the consumer price index to the base fee.

The Agreement duration is three (3) years from the date of execution with two additional one-year extensions.

### **Clerk to the Board Instructions:**

Please return two original signed agreements to the Natural Resources Management Department.



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

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

**January 9, 2024**

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

**TO:** Virgina Barker, Natural Resources Management Director

**RE:** Item F.1., Stormwater Program Interlocal Agreement with the Town of Malabar

**This is to correct the memorandum of December 6, 2023.** The Board of County Commissioners, in regular session on December 5, 2023, authorized the Chair to execute the Stormwater Program Interlocal Agreement; and delegated authority to the County Manager to sign future renewals and amendments for the Stormwater Program Interlocal Agreement with the Town of Malabar. Enclosed is two fully-executed Interlocal Agreements.

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

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/dm

Encls. (2)

cc: County Manager  
Finance  
Budget



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

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

December 6, 2023

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

**TO:** Virginia Barker, Natural Resources Management Director

**RE:** Item F.1., Stormwater Program Interlocal Agreement with the Town of Malabar

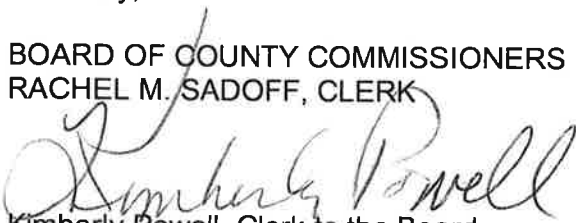
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**Upon recordation of the Interlocal Agreement, please return the recorded Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

/dm

Encls. (2)

cc: County Manager  
Finance  
Budget

## **CONTRACT REVIEW AND APPROVAL FORM**

### **SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> Town of Malabar		<b>2. Amount:</b> 17,500
<b>3. Fund/Account #:</b> 1110/R30331		<b>4. Department Name:</b> Natural Resources Management
<b>5. Contract Description:</b> Stormwater Interlocal Agreement		
<b>6. Contract Monitor:</b> Mary Blakely		<b>8. Contract Type:</b>  INTERGOVT/LOCAL
<b>7. Dept/Office Director:</b> Virginia Barker		
<b>9. Type of Procurement:</b> Other		

### **SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

#### **APPROVAL**

<u><b>COUNTY OFFICE</b></u>	<u><b>YES</b></u>	<u><b>NO</b></u>	<u><b>SIGNATURE</b></u>
User Agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### **SECTION III - REVIEW AND APPROVAL TO EXECUTE**

#### **APPROVAL**

<u><b>COUNTY OFFICE</b></u>	<u><b>YES</b></u>	<u><b>NO</b></u>	<u><b>SIGNATURE</b></u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carolina Alvarez <small>Digitally signed by Carolina Alvarez Date: 2023.09.18 10:38:50 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bowers, Mary <small>Digitally signed by Bowers, Mary Date: 2023.10.24 11:32:37 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.10.24 09:42:39 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2023.10.18 12:25:59 -04'00'</small>

### **SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

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

**NATURAL RESOURCES MANAGEMENT DEPARTMENT, STORMWATER PROGRAM  
INTERLOCAL AGREEMENT  
MALABAR**

**THIS INTERLOCAL AGREEMENT** (hereinafter the "Agreement") is made and entered by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS a political subdivision of the State of Florida (hereinafter referred as "County") and the Town of Malabar, a municipality incorporated under the laws of Florida, (hereinafter referred as the "Town").

**WITNESSETH:**

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

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

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

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

**WHEREAS**, the Town Council of Malabar, Florida has determined that the County's administration of the town's Stormwater Program will best serve the interest of its citizens; and

**WHEREAS**, this agreement is authorized pursuant to Section 163.01, Florida Statutes, as an Interlocal agreement; and

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

**SECTION 1. STATUTORY AUTHORITY**

This agreement is entered into under the authority vested in the parties by Section 163.01, Florida Statutes, whereby an interlocal agreement is an agreement entered into by political subdivisions to allow local government units to provide services or facilities to another local

government unit or public agency on a basis of mutual advantage and cooperation for the betterment of the local community needs in the public interest.

## **SECTION 2. PROGRAM ADMINISTRATION**

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

- a) Management of the parcel database including coordination with the County Property Appraiser, Tax Collector, and Information Technology offices.
- b) Administration of the Credit Policy Program, including inspection and review.
- c) Annual drafting of required Ordinances, Rate Resolutions, and annual assessment rolls as necessary. All such actions must be reviewed by the Town Manager and approved by the Town Attorney. All such actions shall be adopted by the Town Council, as required by law.
- d) Review and adjustment of Stormwater Assessment bills, when appropriate, through the Error and Insolvency process.
- e) Providing information and coordination related to billing inquiries to the citizens within the MSBA.
- f) Management of technical staff employed by the County's Stormwater Program.
- g) Town staff yearly training to meet the minimum NPDES requirements.
- h) Other activities performed by the County related to the Town of Malabar Stormwater Management Program (SWMP) required under the Generic Permit for Discharge of Stormwater Phase II, Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit effective February 2021.
- i) Participation in the Stormwater Education and Outreach Interlocal Agreement, as long as the County is managing the Lagoon Loyal program through a third party vendor.

- j) Investigation of environmental or water management concerns (illicit discharges).
- k) Yearly compliance inspections of stormwater management systems receiving stormwater credit.
- l) Preparation of activities directly related to the NPDES generic permit for Discharge of Stormwater Phase II, Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit effective February 2021, including:
  - i. Collection of documentation related to annual reporting for activities performed by the County.
  - ii. Preparation of the annual report.
  - iii. Responses to the Florida Department of Environmental Protection requests for additional documentation/information related to the NPDES annual report.
  - iv. County back-up documentation for the NPDES.
- m) The Brevard County Property Appraiser incurs administrative costs maintaining the expanded use code system. The rate of compensation for administrative costs has been set at \$0.60 per parcel for fiscal year 2023-24. Thereafter the rate of compensation shall be the new rate, effective on the same date that the Brevard County and Brevard County Property Appraiser's agreement is effective.
- n) Compensation for Information Technology Department services at the rate of \$1.00 per parcel.

### **SECTION 3. ASSESSMENT REVENUE**

Special assessment revenues as budgeted by Town Council and collected within the Town for the Stormwater Program will be used for administering, planning, constructing, operating, and maintaining stormwater management systems benefiting the Town. The Town may utilize the funds available for maintenance of, and/or capital improvements of the Town's existing stormwater system and may authorize other uses of the funds related to the stormwater sewer system, with a simple majority vote of the Town Council.

### **SECTION 4. CUSTODIAN OF FUNDS**

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

## **SECTION 5. ADJUSTMENTS OF ASSESSMENTS AND EXPENDITURE OF COST**

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

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

## **SECTION 6. PURCHASING AND FINANCIAL PRACTICES**

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

## **SECTION 7. ADMINISTRATIVE COSTS**

The Town shall pay an annual fee for its share of the County Stormwater Program's administrative costs. The Town and County agree that the Town's share of the administrative costs for the 2023-24 fiscal year is \$17,500. The annual fee reflects administrative costs incurred by the Town for County provided services and staff billable rates. The Town's share of the administrative costs shall be adjusted annually hereafter, by adding the Consumer Price Index for All Urban Consumers (CPI-U) U.S. city average, all items, as reported by the United States Department of Labor, Bureau of Labor Statistics, as measured in accordance with Section 193.155(1)(b), Florida Statutes. The Town shall be billed the adjusted annual fee yearly by October 15<sup>th</sup>. County provided administrative services are listed in Section 2 Program Administration.



The proposed annual budget, including the yearly adjustment to account for the CPI increase provided herein, will be coordinated with the Town for review and approval. In the event of a disagreement the Town Manager and the Director shall meet and resolve the disagreement.

#### **SECTION 8 - DIRECT COSTS FOR SPECIAL SERVICES**

The Town will pay direct labor and related costs incurred for special services pre-approved in scope and budget by the Town. These services shall include but are not limited to the coordination and documentation required for the Town's future Stormwater Fee increases and coordination and documentation to complete the DEP NPDES Audit. Costs for these services will be charged on an hourly rate, to be submitted to and approved by the Town, and shall also include associated costs of supplies and expenses, and capital equipment. The County will maintain appropriate records in a format acceptable to the Town to support these charges.

#### **SECTION 9. REMMITANCE OF ADMINISTRATIVE COSTS**

The Town will remit to the County the annual fee for administrative costs upon receipt of invoice from the County. Invoicing shall be done on the first quarter at the beginning of the fiscal year, as set forth in Section 7.

#### **SECTION 10. LEGAL SERVICES**

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

#### **SECTION 11. CONTINUING CONSULTANTS**

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

#### **SECTION 12. REPRESENTATIONS OF THE TOWN**

The Town makes the following representations to the County:

- a) The Town is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.
- b) The Town has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance thereof by the Town (i) has been duly authorized by the Town of Malabar; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the Town, except as otherwise provided herein.

#### **SECTION 13. REPRESENTATIONS OF THE COUNTY**

The County makes the following representations to the Town of Malabar:

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

#### **SECTION 14. RECORDS REVIEW**

It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the County's Stormwater Program relating to this Agreement shall be deemed to be a "Public Record," whether in the possession

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

#### **SECTION 15. NOTICE**

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

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

**TO TOWN:**           **Town Manager  
Town of Malabar  
2725 Malabar Road  
Malabar Road, FL 32950**

**With a copy to:**   **Town Clerk  
Town of Malabar  
2725 Malabar Road  
Malabar Road, FL 32950**

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

#### **SECTION 16. THIRD-PARTY BENEFICIARIES; PARTNERSHIPS**

(a) No Third-Party Beneficiaries. It is expressly agreed to by the parties, and it is the expressed intent of the parties that there are no intended or unintended, expressed, or incidental, third-party beneficiaries of this Agreement. Consequently, this Agreement may NOT be relied upon by any person or entity other than the County or the Town.

(b) Partnership. The County and the Town shall not be deemed to be partners or co-joint ventures of one another by virtue of this Agreement.

#### **SECTION 17. DEFAULT**

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

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

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

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

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

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

#### **SECTION 18. SEVERABILITY**

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

#### **SECTION 19. ENTIRETY**

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

## **SECTION 20. TERMINATION**

This agreement shall remain in effect until date specified in Section 21 of this Agreement or upon termination by either party. Either the Town or the County may serve written notice to the other party to terminate the contract upon no less than one hundred twenty (120) days notice. The Town shall be responsible for all outstanding costs as permitted by this agreement.

## **SECTION 21. DURATION OF THE AGREEMENT**

This agreement shall remain in full force for a period of three (3) years after its date of execution by both parties unless this agreement is terminated as otherwise provided herein. In addition, this agreement may be extended by both parties in one (1) year increments for up to two (2) years beyond the initial three (3) year period of agreement. The County shall submit the "Written Notification of Contract Renewal " Exhibit A for the extensions to the Town Manager, for authorization with proper notification per Section 15 of this Agreement.

## **SECTION 22. EFFECTIVE DATE**

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

## **SECTION 23. GOVERNING LAW**

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

## **SECTION 24. VENUE, ATTORNEY'S FEES AND WAIVER OF JURY TRIAL**

Venue for legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, in any such action each party shall bear its own attorney's fees and ANY TRIAL SHALL BE NON-JURY.

## **SECTION 25. E-VERIFY**

The Parties:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement; and
- (b) Shall expressly require any contractors or subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland

- Security's E-Verify system to verify the employment eligibility of all new employees hired by a contractor or subcontractor during the term of this Agreement; and
- (c) Agree to maintain records of participation in and compliance with the E-Verify program, including participation by its contractors or subcontractors as provided above, and to make such records available upon request.

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

A Party who registers with and participates in the E-Verify program may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-Verify program, the Party hires or employs a person who is not eligible for employment. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

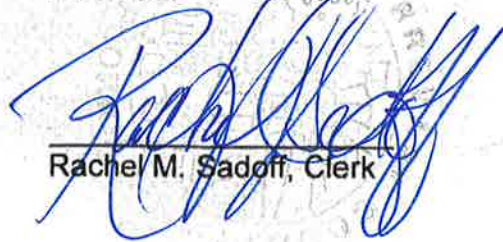
#### **Section 26. COUNTERPARTS**

Any Amendments and Renewals may be executed in counterparts and, in such case, together shall constitute one complete agreement.

**REMAINDER OF PAGE LEFT BLANK. SIGNATURES TO FOLLOW.**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates of their duly authorized signatures affixed hereto.

ATTEST:

  
Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA


By: 

Jason Steele, Chair

Date: DEC 05 2023

(As approved by Board on: DEC 05,  
2023)


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

  
Heather A. Balser, Assistant County Attorney

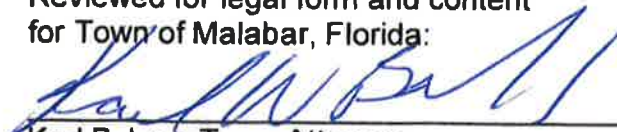
ATTEST:

  
Richard W. Kohler, Town Clerk

TOWN OF MALABAR

  
Patrick T. Reilly, Mayor  
(As approved by the Town Council on  
November 20th, 2023)

Reviewed for legal form and content  
for Town of Malabar, Florida:

  
Karl Bohne, Town Attorney



**WRITTEN NOTIFICATION OF CONTRACT RENEWAL**

NOTICE is hereby given to the Town of Malabar by the Board of County Commissioners of Brevard County, Florida (County), this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, that the Stormwater Program Interlocal Agreement previously entered into by and between the Town and County, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ shall be renewed, pursuant to the notification provisions set forth therein, for an additional period of one (1) year, until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ under the same terms and conditions otherwise expressed therein.

The original, three-year Interlocal Agreement provided for renewal of the term no more than twice, for a period of one year for each renewal. This is the \_\_\_\_ renewal.

EXECUTED ON BEHALF OF THE  
BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
\_\_\_\_\_, 20\_\_

TOWN OF MALABAR

\_\_\_\_\_  
Name & Title: \_\_\_\_\_  
(As approved by the Town Council on  
\_\_\_\_\_, 20\_\_)