



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Unfinished Business

I.1.

8/4/2020

### Subject:

Approval Re: Request Approval of Keep Brevard Beautiful (KBB) Contracts for Litter & Recycling Education as a Result of an RFP Process, Lease of Property and Resolution and approval for the Chair to sign the same.

### Fiscal Impact:

The fiscal impact per year is one hundred seven thousand, forty-eight dollars (\$107,048.00) a reduction of \$11,000 over the previous contract.

### Dept/Office:

Solid Waste Management Department

### Requested Action:

It is requested that the Board of County Commissioners approve the attached contracts with Keep Brevard Beautiful (KBB) for Litter & Recycling Education and Lease of Property, and Lease Resolution as a result of the Request for Proposals.

### Summary Explanation and Background:

The Board on May 5, 2020 directed staff to solicit a Request for Proposals for the services provided by KBB. An invitation to bid was advertised on May 21, 2020, bids were opened on June 11, 2020 with only one response. The Selection Committee approved KBB as the sole qualified bidder on July 13, 2020.

Keep Brevard Beautiful has assisted the County and the Solid Waste Management Department since 1990 in its efforts to improve the quality of life in Brevard County by establishing a variety of programs for its citizens on comprehensive and continuous environmental education plans for litter prevention & control, recycling education, and beautification.

KBB has been successfully providing public education on litter and recycling for the County for a number of years. KBB orchestrates an army of volunteer groups with programs such as Trash Bash; School of the Month Environmental Awards; Newsletters; Memorial/Honorary Tree Planting; Building a more Beautiful Brevard and assistance with litter prevention and trash pickup at numerous civic and public events. These programs help meet the State-mandated 75% recycling goal.

The Litter & Recycling Education contract is a continuation of the current services that KBB is contracted for. 231

such as:

- Research Brevard County to identify litter control needs.
- Build a broad base of citizen support and participation.
- Reduce illegal dumping sites.
- Target elementary-age students with recycling education.
- Involve middle, junior senior high and college students in recycling through existing clubs.
- Increase public awareness.

The Lease agreement and resolution is for the property located at 1620 Adamson Road in Cocoa near the Central Disposal Facility. The property is leased for one dollar (\$1.00) a year with KBB assuming all maintenance responsibility on the property. The term of the contracts is five (5) years, with one (1) two-year renewal.

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

Please sign and attest three (3) copies of the Litter Contract, Lease Contract and the Resolution and return two (2) originals of each, to the Department.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b>		
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b>	
<b>4. Contract Description:</b> 5-yr contract for litter prevention/cleanup, recycling education		
<b>5. Contract Monitor:</b> Joseph Hacker		<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b> Euripides Rodriguez		SERVICES

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<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

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

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# **INITIAL CONTRACT REVIEW AND APPROVAL FORM**

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<b>6. Dept/Office Director:</b>	

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

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

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

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

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August 5, 2020

**MEMORANDUM**

TO: Euripides Rodriguez, Solid Waste Director

RE: Item I.1., Resolution, Litter Prevention and Recycling Education Contract, and Lease Contract for Keep Brevard Beautiful (KBB) as a Result of a Request for Proposals (RFP) Process

The Board of County Commissioners, in regular session on August 4, 2020, adopted Resolution No. 20-080, authorizing the Lease of County property located at 1620 Adamson Road, Cocoa; executed and approved the Litter Prevention and Recycling Education Contract; and executed and approved the Lease Contract for KBB as a result of an RFP process. Enclosed are two fully-executed Resolutions, two fully-executed Litter Prevention and Recycling Education Contracts, and two fully-executed Lease Contracts.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Kimberly Powell*  
Kimberly Powell, Clerk to the Board

/ds

Encls. (6)

cc: County Manager  
Finance  
Budget

## **LITTER PREVENTION AND RECYCLING EDUCATION CONTRACT**

This Contract made and entered into this **1st** day of **October, 2020** by and between the BOARD OF COUNTY COMMISSIONERS of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and KEEP BREVARD BEAUTIFUL, INC., a non-profit organization incorporated under the laws of the State of Florida, hereinafter referred to as "KBB".

### **WITNESSETH**

**WHEREAS**, KBB has successfully performed and made recommendations to the COUNTY concerning beautification, litter prevention and control and recycling of materials; has the experience and qualifications in the development of educational materials and school curricula and has been involved in the public education of such for a number of years successfully for the COUNTY; and

**WHEREAS**, the COUNTY desires the services of KBB in order to implement these certain recommendations made by KBB as included in this Scope of Services as described in Exhibit "A" and Exhibit "B" attached hereto, respectively.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein the parties agree:

### **SECTION-1 SCOPE OF SERVICES**

KBB agrees to perform the services identified in Exhibit "A" entitled "Scope of Services - Litter Prevention and Recycling Education Agreement" and Exhibit "B" entitled "Budget - Litter Prevention and Recycling Education Agreement", attached here to.

- A. Time of Performance.** All reports, documents and activities required by this Contract shall be completed and delivered to the COUNTY within the time specified in Exhibit's "A" and "B" attached hereto.
- B. Compensation.** Invoices are to be submitted as work is completed and reflect specific detail to the time and work accomplished in accordance with the schedules in Exhibit's "A" and "B" attached hereto.
- C.** In consideration of the services rendered by KBB the COUNTY agrees to pay KBB the sum of \$102,947.00 per year to be paid as invoiced in Exhibit "B" for "Litter Prevention and Recycling Education" plus up to \$4,100.00 per year for reimbursable material costs identified in Exhibit "B" and other supporting documentation as may be determined appropriate by the COUNTY. KBB will invoice the COUNTY monthly according to the procedures described in "G. Reporting and Invoices" of Exhibit "A".

Programs and Events Planning	\$	2,000.00
Periodic Cleanups	\$	27,000.00
Ongoing Cleanups	\$	33,000.00
Public Information and Recognition	\$	3,000.00
Recycling Education Program	\$	25,000.00
Student Information, Recognition	\$	6,000.00
Reporting	\$	6,447.00
Materials	\$	4,100.00
<b>Total Compensation</b>	<b>\$</b>	<b>107,047.00</b>

- D. Independent KBB.** KBB shall perform its duties and responsibilities under this Contract as an independent KBB and the employees and agents of KBB shall not be construed to be agents and employees of Brevard County.
- E. Contract Specifications.** The parties agree that the Solid Waste Management Director, in sole discretion, shall determine whether the work performed meets the contract specifications. In the event the work does not meet the specifications of the COUNTY, the COUNTY has the right to do either (or more) of the following:
1. The COUNTY has the right to correct any work so performed by KBB and deduct the expenses for doing so from the final payment due KBB.
  2. The COUNTY will hold back final payment due KBB until such time as the work completed to the satisfaction of the COUNTY and in compliance with the COUNTY's specifications. The remedies contained herein are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.
- F. Indemnification.** KBB shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of KBB, or anyone directly or indirectly employed by KBB, or anyone directly or indirectly employed by KBB, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed by KBB, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for KBB, under workers' compensation acts, or other related policies of insurance. KBB 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. This provision shall survive the termination of this Contract with respect to any claims or liability accruing prior to such termination. The parties acknowledge specific consideration has been exchanged for this provision.

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

1. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
2. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
3. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
4. **Insurance Certificates:** KBB shall provide the COUNTY with Certificates(s) of Insurance on all the policies of insurance and renewals in a form(s) acceptable to the COUNTY. The General Liability Insurance and Auto Liability Insurance policies shall provide that the COUNTY is an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

**SECTION-2 EFFECTIVE DATE, TERM AND RENEWAL**

This Contract shall begin as of **October 1, 2020** and continue through **September 30, 2025**. The terms of this contract shall be effective for five (5) years with the option to extend the Contract for an additional two (2) years. At least ninety (90) days prior to the expiration of this Contract, a request for extension must be made by the KBB Executive Director. The KBB Executive Director may also request the payment schedule increase up to three percent (3%) of the compensation provided for the immediately preceding contract term. The Director of Solid Waste shall have the authority to renew this Contract for an additional two (2) years and shall approve or deny the increase. Nothing in this language shall be construed to require renewal by the COUNTY.



### **SECTION-3 DEFAULT**

In the event of default by either party to this Contract in the performance of any of the obligations hereunder, the defaulting party shall be given written notice by certified mail of the other party's intent to terminate this Contract if the default is not cured within thirty (30) days of receipt of the notice, and such other party shall have the right to terminate this Contract if such default is not cured within such 30-day period.

### **SECTION-4 TERMINATION**

If either Party fails or refuses to perform any of the Contract provisions Contract or otherwise fails to timely satisfy its provisions, either Party may notify the other Party in writing of the nonperformance and terminate the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. KBB may cancel the Contract, for good cause, upon ninety (90) days prior written notice to the COUNTY. COUNTY retains the right to terminate the Contract, in part or in its entirety, with or without cause upon thirty (30) days prior written notice. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is only responsible for payment for work completed prior to the effective date of termination.

### **SECTION-5 ENFORCEMENT**

Each and every remedy herein conferred upon or reserved to the parties shall be cumulative and in addition to every other remedy existing at law or in equity or by statute or ordinance.

### **SECTION-6 FORCE MAJEURE**

Each party shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in this Contract, except for payment obligations set forth above, by reason of a force majeure event. A party affected by a force majeure event shall give prompt written notice thereof to the other party.

### **SECTION-7 NOTICES**

All notices and communication with respect to this Contract shall be in writing and sent to the following addresses:

**FOR KEEP BREVARD BEAUTIFUL**  
KBB Executive Director  
1620 Adamson Road  
Cocoa, Florida 32926

**FOR BREVARD COUNTY**  
Solid Waste Management Department Director  
2725 Judge Fran Jamieson, Building A 118  
Viera, Florida 32940

#### **SECTION-8 WAIVER**

No section or provision of this Contract shall be deemed to have been waived unless such waiver shall be in writing and signed by both parties. The failure of either party to insist upon the strict performance of this Contract, or the failure of either party to exercise any right, option, or remedy herein contained, shall not be construed as a waiver of any right, option or remedy wither party may have under this Contract or as a waiver of a subsequent breach thereof.

#### **SECTION-9 GOVERNING LAW, VENUE, ATTORNEY'S FEES**

In the event of any legal action to enforce the terms of this Contract, each Party shall bear its own attorney's fees and costs. This Contract shall be governed, interpreted and construed according to the laws of the State of Florida. Venue shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

#### **SECTION-10 COMPLETE CONTRACT, MODIFICATIONS TO CONTRACT, AND ASSIGNMENTS**

This Contract constitutes the entire Contract between the COUNTY and KBB and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented or canceled by a written instrument duly executed by all Parties. KBB may not assign this Contract to another entity without the express written permission of the COUNTY. This Contract may only be extended, supplemented or canceled by a written instruction duly executed by the parties hereto.

#### **SECTION-11 HEADINGS**

The section headings in this Contract are for convenience and reference only and in no way defined or limit the scope or content of this Contract or in any way affect its provisions.

#### **SECTION-12 COMPLIANCE WITH LAW**

It is KBB's responsibility to be aware of and comply with all federal, state, and local laws, rules, regulations, licensing requirements or standards that govern or apply to KBB's duties and obligations under this Contract.

#### **SECTION-13 RIGHT TO AUDIT RECORDS**

KBB shall keep books, records, and accounts of all Contract activities, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and

accounts related to Contract performance shall be open to inspection during regular business hours by an authorized office representative and shall be retained by KBB for a period of three (3) years after Contract termination for accounting related records and for other public records, five (5) years after termination of this Contract, or for any longer periods of time as may be required by applicable retention schedules. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of Chapter 119 and Section 401.30, Florida Statutes.

#### **SECTION-14 PUBLIC RECORDS**

KBB understands Florida has very broad public records laws. KBB agrees to comply with any request for this public records or documents related to this Contract, in accordance with Section 119.07, Florida Statutes. Upon such a request, the COUNTY or KBB, as the case may be, will promptly inform the other Party of the request and, upon request of the other Party, provide electronic copies of the responsive public records provided, at no additional cost to the COUNTY or KBB, as the case may be. KBB agrees and understands any written communications with KBB, to include emails, email addresses, a copy of this contract, and any supporting Contract documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

IF KBB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT BREVARD COUNTY, MS. MANDY GUPPENBERGER, [MIRANDA.GUPPENBERGER@BREVARDFL.GOV](mailto:MIRANDA.GUPPENBERGER@BREVARDFL.GOV), 2725 JUDGE FRAN JAMIESON WAY, A 118, VIERA, FLORIDA 32940.

#### **SECTION-15 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

- (a) KBB shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by KBB during the term of the contract.
- (b) KBB 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 term of this Contract.
- (c) KBB 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 KBB's enrollment in the program. This includes maintaining a copy of proof of KBB's and any subcontractors' enrollment in the E-Verify Program.

- (d) Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- (e) A CONTRACTOR who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, KBB hires or employs a person who is not eligible for employment.
- (f) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

#### **SECTION-16 EMPLOYMENT**

KBB shall not engage the services of any person or persons now employed by the COUNTY, including any department, agency, board or commission, to provide services relating to this contract without COUNTY's written consent.

#### **SECTION-17 CONTRACT ADJUSTMENT**

Proposal prices shall remain firm for the first five (5) years of this contract. KBB may have an opportunity to request a price adjustment for the two-year extension of the contract. The rate of compensation payable to KBB by the COUNTY and the monthly rates and charges KBB may charge for services as set forth in this Contract may be adjusted for the extension to reflect changes in the annual Consumer Price Index, for all Urban Consumers, South Region, all items-1982-84=100 base as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the period for changes in which the CPI will be measured from March to February. Any extension thereto will be capped at three percent (3%) over the term of the Contract extension. KBB shall provide the COUNTY in writing, no later than September 1<sup>st</sup> of the fifth year, of increases or decreases based on the CPI as provided in this section. If KBB does not provide the COUNTY with notification of an increase or decrease in the CPI by the date stated, the COUNTY will determine whether an adjustment shall be made to the rates. Should the CPI be discontinued or substantially modified, then an alternate index shall be chosen by mutual Contract of the COUNTY and KBB.

#### **SECTION-18 SEVERABILITY CLAUSE**

In the event a court of competent jurisdiction determines any sentence, provision, paragraph or section of this Contract to be null and void, the remaining parts of this Contract shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Contract.

## **SECTION-19 INTELLECTUAL PROPERTY**

To the extent that a copyright attaches to Contract work produced, in whole or in part, for the benefit and use of the COUNTY under this Contract, the CONTRACTOR agrees it has given the COUNTY a royalty-free, world-wide, non-exclusive, irrevocable, unlimited license in the work, that may be sub-licensed or used in a derivative work as the COUNTY sees fit.

## **SECTION-20 ATTORNEY'S FEES**

In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

## **SECTION-21 UNAUTHORIZED ALIEN WORKERS**

The COUNTY will not intentionally award publicly funded contracts to any KBB who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in Section 274A(e) [8 U.S.C. 1324a] of the Immigration and Nationality Act "INA". The COUNTY shall consider the employment by KBB of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A of the INA shall be grounds for unilateral cancellation of the Contract by the COUNTY.

## **SECTION-22 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

## **SECTION-23 SCRUTINIZED COMPANIES**

(a) KBB 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 Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if KBB, 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 this Contract.

(b) If this Contract is for more than one million dollars, KBB 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 Contract at its sole option if KBB, its affiliates, or its subcontractors are found to have submitted a false certification; or if KBB, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Contract.

(c) KBB agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(d) 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 caused this Agreement to be executed by its duly authorized representatives, effective as of the last date below.

**ATTEST:**

  
\_\_\_\_\_  
Scott Ellis, Clerk


**BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA**

  
\_\_\_\_\_  
Bryan Andrew Lober, Chairman  
As approved the by the Board on August 4, 2020

**SEAL**

**WITNESS:**

**KEEP BREVARD BEAUTIFUL, INC.**

  
\_\_\_\_\_  
Signature

THOMAS J. MULLIGAN  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Bryan Bobbitt, Executive Director

## **Exhibit A -- Scope of Services**

### **LITTER PREVENTION AND RECYCLING EDUCATION SERVICES**

**MISSION:** To preserve and enhance the quality of the environment in Brevard County and to assist the County in achieving a comprehensive and effective waste minimization in compliance with the State of Florida Solid Waste Management Act of 2019 through community-based litter prevention, beautification, sustainability and recycling programs and recycling education in Brevard County Schools.

**GOAL 1:** Build a broad base of citizen support and participation for litter prevention/control, sustainability and recycling.

**GOAL 2:** Provide Litter Prevention/Recycling Education and volunteer opportunities to Brevard County students to influence the next generation to support litter prevention/control, beautification, sustainability and recycling.

### **CONTRACT SERVICES**

#### **A. Programs and Events Planning:**

**Annual Program Review.** KBB will review litter prevention/control, and recycling needs throughout Brevard County on an annual basis and suggest revisions to existing programs or additional programs that could be implemented. Reported for the months when the activity is conducted.

**Annual Events Calendar.** KBB will provide an annual calendar of events that will identify timelines and completion dates for tasks that are contained in this Scope of Services. Updates will be provided as they occur. Reported for the Month the initial calendar is developed and for each month updates are provided.

#### **B. Periodic Cleanups:**

**Annual Litter Index.** KBB will complete an annual litter-measuring index throughout Brevard County using the method subscribed to by Keep America Beautiful. Reported for the months when the activity is conducted.

**Trash Bash and Coastal Cleanup.** KBB will recruit and coordinate volunteers throughout Brevard County to conduct the Keep America Beautiful annual Trash Bash and the International Coastal Cleanup. KBB will work with organizations to encourage participation and proper waste handling for cleanups by providing instructions, proper supplies, t-shirts, and other incentives to volunteer groups. KBB will encourage and support recycling activities by providing a recycling capability at all KBB events, if allowed, and making recycling bins available to organizations and events throughout the County. Reported for the months when the activity is conducted.

**Cleanup Illegal Dumping Sites.** KBB will cleanup two illegal dumping sites per year or other areas where litter has accumulated, particularly roadsides. Reported for the months when the activity is conducted.

### **C. Ongoing Cleanups:**

**Adoption Programs.** KBB will offer Adoption programs for individuals, businesses and other organizations to maintain the cleanliness and beauty of their adopted areas. Adoption programs may include roads, shores, parks, trails, islands, and other entities identified in the future. KBB will publicize, recruit, train and provide equipment for all adoption teams. Reported monthly: number of volunteers, hours, bags of trash/recycle picked-up, and weight.

**Assist Other Organizations.** KBB will initiate and respond to requests for assistance by other groups and organizations, for projects relating to litter reduction, and recycling on an as-identified basis. Reported for the months when the activity is conducted.

### **D. Public Information and Recognition:**

**Public Information Dissemination.** KBB will serve as an information clearinghouse and will raise public awareness of the importance and environmental necessity of litter prevention, recycling, and sustainability using the latest information and techniques from Keep America Beautiful and other agencies. This will be accomplished through a variety of traditional and social media techniques, including a KBB promotional brochure, news releases, public service announcements, guest columns, and letters to the editor, speakers, workshops, presentations to organizations (minimum of 4 per year), and representation by KBB at meetings and events. Reported monthly.

**Public Recognition Awards.** KBB will provide positive reinforcement to the citizens of Brevard County by providing recognition of superior performance in implementing reduce, reuse, and recycle concepts. Periodic "We Noticed" awards will be given for residential and commercial properties. "Sustainability" awards will be given to individuals or groups such as businesses, builders, nonprofits, government, corporate, tourism and health care. Annual "Volunteer" awards will be given for outstanding adult and youth achievements in promoting and helping to implement litter reduction/control and recycling through KBB-sponsored events. Reported for the months when the activity is conducted.

### **E. Recycling Education Program:**

**Curriculum Development and Revision.** KBB will develop (and update annually, by August), with Solid Waste Management Department approval, a Recycling and Composting Program Education curriculum for fourth and fifth graders of the Brevard County Public School System, focusing on the County's curbside collection program for fourth grade and Brevard County's solid waste management system for fifth grade. Fourth grade presentations will include using visual aids such as recycled and repurposed material, videos, games, and gifts. Fifth grade presentations will include a video presentation of various sites within the Central Disposal Facility (CDF), samples of shredded tires, recycled, repurposed and landfill items as visual aids, a small recycling gift, and additional recycling information. Reported for



the months when the activity is conducted.

**Teaching in the Classroom.** KBB will coordinate/schedule with schools and present the approved curriculum to at least 90% of all fourth and fifth grade students in Brevard County Public Schools. KBB will also present the approved curriculum to a percentage of Brevard charter school and private school students, as the budget permits and dependent upon charter school and private school cooperation. The County and KBB will review the budget each year in October and determine the percentage of students to be taught. Each student will also be given a recycling related promotional item. KBB will also submit a projected list of materials necessary to support the curriculum delivery, and their associated costs. Reported for the months when the activity is conducted.

**Educational Programs Assistance.** KBB will provide educational programs, on special request, and support programs, such as Earth Day celebrations and school sponsored environmental programs, to a minimum of four Brevard County Schools and/or Libraries per year, including assisting teachers and students with program development, projects, presentations and resource information. Reported for the months when the activity is conducted.

#### **F. Student Information, Recognition and Involvement**

**School Environmental Awards.** KBB will present "School Environmental Awards" to 9 Kindergarten through 6th grade schools (3 participating schools in each of 3 sections of the County) monthly using volunteer judges. These awards recognize implementation of new and sustaining reduce, reuse and recycle concepts in the school. Reported monthly during the school year.

**Student Involvement.** KBB will make available to schools KBB information on roadside litter, illegal dumping and marine debris and will provide participation opportunities in KBB programs such as unpaid internships and projects for state-required service hours to Middle, Junior, Senior High and College students, via existing clubs in each school. Reported for the months when the activity is conducted.

**School Information Dissemination.** KBB will keep schools and the media informed of KBB/student accomplishments and promote the availability of KBB programs and resources, as well as other environmental items of interest to teachers and students, via a newsletter, press releases, and social media. Reported monthly.

#### **G. Reporting and Invoices**

**Monthly Reports and Invoices.** KBB will submit Monthly Reports describing the activities and work accomplished during the previous month. The Monthly Report will be submitted with a monthly invoice by the 20<sup>th</sup> of the following month.

**Community Annual Summary Report.** KBB will submit an annual report, by June 30<sup>th</sup>, with a summary of accomplishments for the contract year relative to the tasks described in this Scope of Services for Goal 1 Contract Activities.

**School Annual Summary Report.** KBB will submit an annual report, by June 30<sup>th</sup>, with a

summary of accomplishments for the school year relative to the tasks described in this Scope of Services for Goal 2 Contract Activities.

## EXHIBIT B--Budget

### LITTER PREVENTION AND RECYCLING EDUCATION SERVICES

Services	Budget \$
A. Programs and Events Planning	\$ 2,000
B. Periodic Cleanups	\$ 27,000
C. Ongoing Cleanups	\$ 33,000
D. Public Information and Recognition	\$ 3,000
E. Recycling Education Program	\$ 25,000
F. Student Information, Recognition and Involvement	\$ 6,000
G. Reporting	\$ 6,447
	Materials \$ 4,100
<b>ANNUAL TOTAL</b>	<b>\$ 107,047*</b>

# MONTHLY INVOICE FORMAT

## KBB COUNTY LITTER CONTRACT INVOICE (MONTH), 2020

Activity	Budget \$		This Invoice	\$ Spent YTD	\$ Remaining
<b>Goal 1</b>					
A. Programs and Events Planning	\$ 2,000				\$ 2,000
B. Periodic Cleanups	\$ 27,000				\$ 27,000
C. Ongoing Cleanups	\$ 33,500				\$ 33,500
D. Public Information and Recognition	\$ 3,000				\$ 3,000
E. Recycling Education Program	\$ 25,000				\$ 25,000
F. Student Information, Recognition and Involvement	\$ 6,000				\$ 6,000
G. Reporting	\$ 6,447				\$ 6,447
<b>Materials</b>	\$ 4,100				\$ 4,100
<b>Contract Total</b>	<b>\$ 107,047</b>		<b>\$</b>	<b>\$</b>	<b>\$ 107,047</b>

## LEASE CONTRACT

This Contract made and entered into this **1st day of October, 2020** by and between the BOARD OF COUNTY COMMISSIONERS of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and KEEP BREVARD BEAUTIFUL, INC., a non-profit organization incorporated under the laws of the State of Florida, hereinafter referred to as "KBB".

## WITNESSETH

**WHEREAS**, the COUNTY is the owner, and or authorized administrator of certain improved real property in Brevard County located at 1620 Adamson Road, Cocoa, containing approximately 1.5 acres, hereinafter referred to as "The Property", described as the North ½ of the SE ¼ of the NE ¼ of the NE ¼, less the East 75 feet of Section 21, Township 24 South, Range 35 East, Brevard County, Florida, less the South 30 feet for the road, utility and drainage rights of way; and

**WHEREAS**, KBB desires to lease The Property for the purposes of supporting the Solid Waste Management Department in litter prevention, recycling education and state mandated goals.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein the parties agree:

- A. Effective Date, Term and Renewal.** This Contract shall begin as of October 1, 2020 and continue through September 30, 2025. At least ninety (90) days prior to the expiration of this Contract, a request for renewal must be made by the KBB Executive Director. The Director of Solid Waste shall have the authority to renew this Contract for an additional two (2) years. Nothing in this language shall be construed to require renewal by the COUNTY.
- B. Use of Property.** The COUNTY hereby agrees to lease to KBB The Property for the purpose of supporting the Solid Waste Management Department in its contractual obligations with KBB and the KBB mission, subject to the following terms and conditions.
1. Use of The Property shall be in accordance with all applicable laws, rules and regulations.
  2. KBB shall be responsible for daily maintenance of The Property for the purpose of supporting the Solid Waste Department's goals for recycling education and litter control. All improvements or alterations to The Property will be subject to review and approval by the COUNTY as described in **C. Improvements** below.
  3. KBB will retain title to all personal property purchased by KBB and placed at The Property, unless otherwise agreed to by both parties.
  4. KBB shall not keep any pets on The Property.
  5. KBB shall not make any unlawful, immoral, improper or offensive use of The Property nor allow The Property to be utilized for any purpose other than that set forth herein. Failure of KBB to comply with this provision shall be considered a material breach of the Contract and subject same to termination by the

COUNTY, whereupon the COUNTY shall be entitled to re-enter and retake possession of The Property and terminate the Contract. KBB shall have thirty (30) days from receipt of a "Notice of Violation" from the COUNTY to correct any deficiencies.

6. KBB shall pay the COUNTY a sum of \$1.00 per year for the use of The Property.

- C. Improvements.** It is hereby agreed and understood that the cost of improving The Property and facilities as set out in the Contract shall be the responsibility of KBB. The plans, specifications and location for all improvements, structures, landscaping and facilities proposed to be made by KBB to The Property exceeding \$1,000 shall be submitted to and approved by the Brevard County Solid Waste Management Director or designee, prior to the construction or installation of such improvement, structure, landscaping or facility. KBB shall be responsible for obtaining any necessary permits (including payment of any costs incurred in obtaining any permit) for such improvements, structures, landscaping, etc.
- D. Compliance with Statutes.** KBB shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal governmental bodies applicable to premises, recreational facility and any improvements, structures or facilities placed, installed or constructed thereon, including, but not limited to, all rules and regulations relating to the operation and maintenance of The Property.
- E. Repairs and Maintenance.** It is hereby agreed and understood that the cost of maintaining and repairing The Property and facilities as set out in the Contract shall be the responsibility of KBB. The exception is the monthly pest control provided for under the County's Facilities Department contract.
- F. Indemnification.** KBB shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of KBB, or anyone directly or indirectly employed by KBB, or anyone directly or indirectly employed by KBB, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed by KBB, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for KBB, under workers' compensation acts, or other related policies of insurance. KBB 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. This provision shall survive the termination of this Contract with respect to any claims or liability accruing prior to such termination. The parties acknowledge specific consideration has been exchanged for this provision.

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

1. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
2. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
3. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
4. **Insurance Certificates:** KBB shall provide the COUNTY with Certificates(s) of Insurance on all the policies of insurance and renewals in a form(s) acceptable to the COUNTY. The General Liability Insurance and Auto Liability Insurance policies shall provide that the COUNTY is an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

**H. Right of Entry by County.** The COUNTY or its agents may at any time enter in and on The Property for the purpose of inspection of the same or performing such other duties are required by the terms of the Contract and rules regulations, ordinances and laws of any governmental body.

**I. Covenants against Assignment and Subletting.** KBB, its successors or assigns, shall not assign any portion of this Contract nor allow same to be assigned.

**J. Independent Contractor.** KBB shall perform its duties and responsibilities under this Contract as an independent contractor and the employees and agents of KBB shall not be construed to be agents and employees of Brevard County.

**K. Termination.** This Contract may be terminated by either party upon ninety (90) days written notice to the other party. Upon termination of this Contract KBB shall have ninety (90) days within which to remove any personal property. Any property not removed within said (90) day period shall become the property of the COUNTY.

**L. Enforcement.** Each and every remedy herein conferred upon or reserved to the parties shall be cumulative and in addition to every other remedy existing at law or in equity or by statute or ordinance.

**M. Force Majeure.** Each party shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in this Contract, except for payment obligations set forth above, by reason of a force majeure event. A party affected by a force majeure event shall give prompt written notice thereof to the other party.

**N. Notices.** All notices and communication with respect to this Contract shall be in writing and sent to the following addresses:

**FOR KEEP BREVARD BEAUTIFUL**  
KBB Executive Director  
1620 Adamson Road  
Cocoa, Florida 32926

**FOR BREVARD COUNTY**  
Solid Waste Management Dept. Director  
2725 Judge Fran Jamieson, Building A 118  
Viera, Florida 32940

**O. Waiver.** No section or provision of this Contract shall be deemed to have been waived unless such waiver shall be in writing and signed by both parties. The failure of either party to insist upon the strict performance of this Contract, or the failure of either party to exercise any right, option or remedy herein contained, shall not be construed as a waiver of any right, option or remedy wither party may have under this Contract or as a waiver of a subsequent breach thereof.

**P. Governing Law, Venue, Attorney's Fees.** In the event of any legal action to enforce the terms of this Contract, each Party shall bear its own attorney's fees and costs. This Contract shall be governed, interpreted and construed according to the laws of the State of Florida. Venue shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

**Q. Complete Contract, Modifications to Contract, and Assignments.** This Contract constitutes the entire Contract between the COUNTY and KBB and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented or canceled by a written instrument duly executed by all Parties. KBB may not assign this Contract to another entity without the express written permission of the COUNTY. This Contract may only be extended, supplemented or canceled by a written instruction duly executed by the parties hereto.

**R. Headings.** The section headings in this Contract are for convenience and reference only and in no way defined or limit the scope or content of this Contract or in any way affect its provisions.

**S. Right to Audit Records.** KBB shall keep books, records, and accounts of all Contract activities, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to Contract performance shall be open to inspection during regular business hours by an authorized office representative and shall be retained by KBB for a period of five (5) years after Contract termination, or for any longer periods of time as may be required by applicable retention schedules.



All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of Chapter 119 and Section 401.30, Florida Statutes.

- T. Public Records.** KBB understands Florida has very broad public records laws. KBB agrees to comply with any request for this public records or documents related to this Contract, in accordance with Section 119.07, Florida Statutes. Upon such a request, the COUNTY or KBB, as the case may be, will promptly inform the other Party of the request and, upon request of the other Party, provide electronic copies of the responsive public records provided, at no additional cost to the COUNTY or KBB, as the case may be. KBB agrees and understands any written communications with KBB, to include emails, email addresses, a copy of this contract, and any supporting Contract documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

IF KBB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT BREVARD COUNTY, MS. MANDY GUPPENBERGER, [MIRANDA.GUPPENBERGER@BREVARDFL.GOV](mailto:MIRANDA.GUPPENBERGER@BREVARDFL.GOV), 2725 JUDGE FRAN JAMIESON WAY, A 118, VIERA, FLORIDA 32940.

- U. Severability Clause.** In the event a court of competent jurisdiction determines any sentence, provision, paragraph or section of this Contract to be null and void, the remaining parts of this Contract shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives effective as of the last date below.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk


BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Bryan Andrew Lober, Chair  
As approved the by the Board on August 4, 2020

SEAL

WITNESS:

KEEP BREVARD BEAUTIFUL, INC.

  
\_\_\_\_\_  
Signature

THOMAS J. MULLIGAN  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Bryan Bobbitt, Executive Director

RESOLUTION NO. 2020-080

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE LEASE OF COUNTY PROPERTY; PROVIDING FOR LEASE TERMS, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Brevard County, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as Brevard County, owns certain real property located at 1620 Adamson Road, Cocoa, containing approximately 1.5 acres, hereinafter referred to as the "Property", described as the North ½ of the SE ¼ of the NE ¼ of the NE ¼, less the East 75 feet of Section 21, Township 24 South, Range 35 East, Brevard County, Florida, less the South 30 feet for the road, utility and drainage rights of way; and

**WHEREAS**, Keep Brevard Beautiful, Inc., a non-profit organization incorporated under the laws of the State of Florida, hereinafter referred to as "KBB", desires to lease said Property for the purposes of supporting the Solid Waste Management Department in litter prevention, recycling education and state-mandated solid waste reduction goals pursuant to the terms set forth in the lease attached in Exhibit "A"; and

**WHEREAS**, Brevard County wishes to lease the Property to KBB for the above-stated purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. Brevard County hereby agrees to lease the Property to KBB pursuant to the terms set forth in the lease attached in Exhibit "A".
2. Brevard County has determined that the Property and not needed for county purposes at this time and that it is in its best interest to enter into the lease for said purposes.
3. This resolution shall take effect immediately.

DONE, ORDERED and ADOPTED in Regular Session this 4th day of August, 2020.

ATTEST



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



Bryan Andrew Lober, Chair

As approved by the Board on

August 4, 2020