

STORMWATER EDUCATION AND OUTREACH INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT for sharing of costs related to stormwater education and outreach is made and entered into this 1 day of November 2011, by and between, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "County") and the CITY OF CAPE CANAVERAL ("Cape Canaveral"), the CITY OF COCOA ("Cocoa"), the CITY OF COCOA BEACH ("Cocoa Beach"), the TOWN OF GRANT-VALKARIA ("Grant-Valkaria"), the TOWN OF INDIALANTIC ("Indialantic"), the CITY OF INDIAN HARBOUR BEACH ("Indian Harbour Beach"), the TOWN OF MALABAR ("Malabar"), the CITY OF MELBOURNE ("Melbourne"), the TOWN OF MELBOURNE BEACH ("Melbourne Beach"), the TOWN OF MELBOURNE VILLAGE ("Melbourne Village"), the CITY OF PALM BAY ("Palm Bay"), the TOWN OF PALM SHORES ("Palm Shores"), the CITY OF ROCKLEDGE ("Rockledge"), the CITY OF SATELLITE BEACH ("Satellite Beach"), the CITY OF TITUSVILLE ("Titusville"), and the CITY OF WEST MELBOURNE ("West Melbourne") (collectively the "Municipalities").

WITNESSETH:

WHEREAS, clean and healthy waterways are important to the ecological, economic, aesthetic, and recreational welfare of Brevard County's residents and visitors; and

WHEREAS, stormwater conveys a significant amount of pollution to the Indian River Lagoon and St Johns Rivers; and

WHEREAS, the County and the Municipalities are required under the National Pollutant Discharge Elimination System ("NPDES") permit program to provide education and outreach on stormwater pollution; and

WHEREAS, all NPDES permit holders who convey stormwater to the Indian River Lagoon must develop and implement Basin Management Action Plans (BMAP) to reduce stormwater pollution, per Florida Department of Environmental Protection requirements, and stormwater outreach is an eligible BMAP component; and

WHEREAS, the County and the Municipalities seek to develop and broadcast a consistent message to the community regarding solutions to stormwater pollution; and

WHEREAS, it is a goal of the County and the Municipalities to find cost-effective measures for meeting stormwater education and outreach requirements; and

WHEREAS, contracting with a non-profit organization that is capable of providing the desired education and outreach program will provide consistency across jurisdictions, improve cost-effectiveness, and provide a venue for volunteers to assist in this community matter;

THEREFORE, it is mutually agreed between the parties as follows:

1. **STATUTORY AUTHORITY** This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Section 163.01, Florida Statutes, hereinafter, referred to as Agreement.
2. **RECITALS** The recitals contained above are true and correct and are incorporated herein by reference.
3. **INTENT AND PURPOSE** The intent and purpose of this Agreement is to provide a structure for financing the cost of contracting with a non-profit organization to fulfill County and Municipality requirements for stormwater education and outreach. To achieve the goals of consistency and cost-effectiveness, the County and the Municipalities seek to partner by this Interlocal Agreement in sharing the costs of a joint stormwater education and outreach program. A summary of the program is set forth in the document titled "Stormwater Education and Outreach Program Brevard County Region, October 1, 2011 to September 30, 2012", attached hereto as Exhibit "A" and incorporated by reference herein (the "Education Program").
4. **TERM** The term of this Agreement shall be for one year, beginning October 1, 2011 and expiring on September 30, 2012, and shall renew automatically from year to year thereafter except that:
 - a. if the County notifies the Municipalities of non-renewal of the Agreement at least 30 days before the expiration date, this Agreement shall not renew as to any parties; or
 - b. if one of the Municipalities notifies the County and the other Municipalities of non-renewal at least 60 days before the expiration date, the non-renewing Municipality shall be stricken from the renewed Agreement and this Agreement shall renew automatically from year to year only as to the County and the remaining Municipalities.

The Agreement shall become effective upon filing the executed Agreement for record with the Clerk of Court of Brevard County, Florida.

5. ALLOCATION OF COSTS

- a. **Program Costs.** The cost for the Education Program will be paid in full by the County. The Municipalities agree to reimburse the County in accordance with the funding requirement set forth in the Education Program (the "Contribution") and subject to paragraph 7 below. See Exhibit A, Section V. Funding. The annual Contribution for each Municipality was calculated using a charge of \$0.30 per person based on 2009 municipal population data published by City-Data.com. The net cost contributed by the County, after reimbursement by the Municipalities is estimated to be \$36,000 per contract year. Failure of any Municipality to pay its respective Contribution shall not require the remaining Municipalities to be responsible for paying any portion of the payment that was due from the non-paying Municipality.

b. **Indemnification.** As the entity holding municipal funds in trust for the payment of the consultants identified in paragraph 9 of this agreement, the County agrees to indemnify, defend and hold harmless any Municipality that has paid its respective Contribution to the County in its capacity as trustee under this Agreement from any loss, damage or claim arising out of the non-payment of amounts due to the Education Program Administrator under the terms of agreements entered into between the County and the Education Program Administrator identified in paragraph 9 of this agreement.

6. TIMETABLE OF PAYMENT

Quarterly Payments Contributions will be paid on a quarterly basis with one fourth (25%) of each Municipality's annual Contribution due on or before December 31, March 30, June 30, and September 30 of each year.

7. **UNEXPENDED FUNDS TO BE HELD IN TRUST** The County shall maintain the accounting of Contributions and hold any unexpended Contributions paid to it in accordance with Paragraphs 5 and 6 in trust for payment of the Education Program or for pro rata reimbursement to each contributing Municipality. Within ninety (90) days of any Municipality withdrawing from this Agreement, any unexpended Contributions held in trust for that Municipality under this Agreement shall be returned to the respective Municipality, but only if those Contributions are not already subject to a binding payment obligation.

8. **ADMINISTRATION OF THE EDUCATION PROGRAM** The County, through its Natural Resources Management Office and as the Consortium Lead for the Education Program, shall retain a not-for-profit corporation (the "Program Administrator") to provide the Education Program. It shall be the responsibility of the County to ensure that informational working group conferences with Municipalities and appropriate representatives of the Education Program Administrator occur at regular intervals and at least annually. The County shall contract with the Program Administrator annually, shall pay the Education Program Administrator quarterly, and shall invoice the Municipalities quarterly.

9. CONTRACT

As set forth in the Education Program, the County shall contract with Keep Brevard Beautiful to provide the Program administration for the Education Program, which contract shall reflect the program members, entire scope of services, administration, deliverables, and funding set forth in the Education Program.

In order to contract with Keep Brevard Beautiful, the County shall follow procurement policy specific to Cooperative Contracts and Contracts with Non-Profit Organizations as outlined in Brevard County's Purchasing Manual.

11. MISCELLANEOUS

- a. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.
- b. The headings used are for convenience only and they shall be disregarded in the construction and interpretation of this Agreement.

- c. The drafting of this Agreement constituted a joint effort of the parties and the Agreement's interpretation shall assume that no party had no more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.
 - d. This Agreement is solely for the benefit of the parties to this Agreement and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.
12. **SEVERABILITY** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision. Such holding shall not affect the validity of the remaining portions of this Agreement.
13. **NOTICE** Any notice or other document required or allowed to be given pursuant to this Agreement by any party to another shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation to the contact and address and/or facsimile number set forth below.

Any party may designate an alternate recipient as designee or successor at any time by noticing the other parties. Parties may also request additional recipients be copied on notices and other documents.

If to Brevard County, such notice shall be addressed to:

Howard Tipton, County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940

With a copy to:

Virginia Barker, Watershed Program Manager
Brevard County Natural Resources Management Office
2725 Judge Fran Jamieson Way, Bldg. A
Viera, Florida 32940
Facsimile: 321-633-2029

If to Cape Canaveral, such notice shall be addressed to:

City of Cape Canaveral
David L. Greene, City Manager
105 Polk Avenue
Cape Canaveral, Florida 32920

If to Cocoa, such notice shall be addressed to:

City of Cocoa
Ric Holt, City Manager
65 Stone Street
Cocoa, Florida 32922

If to Cocoa Beach, such notice shall be addressed to:

City of Cocoa Beach
Charles Billias, City Manager
City Hall, 2 South Orlando Avenue
Cocoa Beach, Florida 32932

If to Grant-Valkaria, such notice shall be addressed to:

Town of Grant-Valkaria
Rick Hood, Town Manager
4240 US Highway 1
Grant, Florida 32949

If to Indialantic, such notice shall be addressed to:

Town of Indialantic
Christopher Chinault, Town Manager
216 5th Avenue
Indialantic, Florida 32903

If to Indian Harbour Beach, such notice shall be addressed to:

City of Indian Harbour Beach
Jackie Burns, City Manager
2055 South Patrick Drive
Indian Harbour Beach, FL 32937

If to Malabar, such notice shall be addressed to:

Town of Malabar
Bonilyn Wilbanks, Town Administrator
2725 Malabar Road
Malabar, Florida 32950

If to Melbourne, such notice shall be addressed to:

City of Melbourne
Jack M. Schluckebier, City Manager
City Hall
900 East Strawbridge Avenue
Melbourne, Florida 32901
Facsimile: 321-608-7219

If to Melbourne Beach, such notice shall be addressed to:

Town of Melbourne Beach
Bill Hoskovec, Town Manager
507 Ocean Avenue
Melbourne Beach, Florida 32951

If to Melbourne Village, such notice shall be addressed to:

Town of Melbourne Village
Gail Griswold, Town Clerk
555 Hammock Road
Melbourne Village, FL 32904

If to Palm Bay, such notice shall be addressed to:

City of Palm Bay
Sue Hann, City Manager
120 Malabar Road
Palm Bay, Florida 32907

If to Palm Shores, such notice shall be addressed to:

Town of Palm Shores
Carol McCormack, Mayor
5030 Paul Hurr Lane
Palm Shores, FL 32940

If to Rockledge, such notice shall be addressed to:

City of Rockledge
James P. McKnight, City Manager
1600 Huntington Lane
Rockledge, Florida 32955

If to Satellite Beach, such notice shall be addressed to:

City of Satellite Beach
Michael Crotty, City Manager
565 Cassia Boulevard
Satellite Beach, Florida 32937

If to Titusville, such notice shall be addressed to:

City of Titusville
Mark K. Ryan, City Manager
555 S. Washington Avenue
Titusville, Florida 32796

If to West Melbourne, such notice shall be addressed to:

City of West Melbourne
Scott Morgan, City Manager
2240 Minton Road
Second Floor
West Melbourne, Florida 32904

14. **WAIVER** Failure of one Municipality to insist upon performance by another Municipality of any provision contained herein shall not act as a waiver of the right to later claim a failure to perform on the part of the other or others.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

BY: 

Laurie S. Rice, Chief Deputy
Clerk

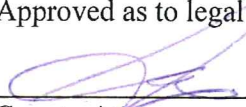
BREVARD COUNTY, FLORIDA by and
through its Board of County Commissioners

BY: 

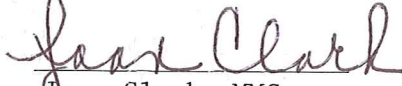
Robin Fisher, Chairman

As approved by the Board on 11-1-11

Approved as to legal form and content

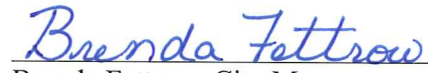

County Attorney

ATTEST:



Joan Clark, MMC
City Clerk

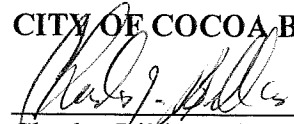
CITY OF COCOA



Brenda Fettrow, City Manager
65 Stone Street
Cocoa, Florida 32922

ATTEST:

CITY OF COCOA BEACH



Charles Billias, City Manager
City Hall, 2 South Orlando Avenue
Cocoa Beach, Florida 32932

ATTEST:

J. Kneizer
Town clerk

TOWN OF GRANT-VALKARIA

Rick Hood

Town of Grant-Valkaria
Rick Hood, Town Manager
4240 US Highway 1
Grant, Florida 32949

ATTEST:

Danah Mahal

CITY OF INDIAN HARBOUR BEACH

Jackie Burns

Jackie Burns
2055 South Patrick Drive
Indian Harbour Beach, FL 32937

ATTEST:

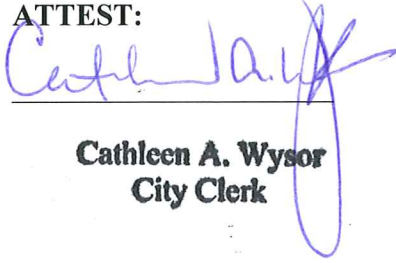
Deborah Haul

TOWN OF MALABAR


Bonilyn W. Wilbanks

Bonilyn Wilbanks, Town Administrator
2725 Malabar Road
Malabar, Florida 32950

ATTEST:


Cathleen A. Wysor
City Clerk

CITY OF MELBOURNE


Jack M. Schluckebier, City Manager
City Hall
900 East Strawbridge Avenue
Melbourne, Florida 32901

ATTEST:

Barbara Montanaro

CITY OF SATELLITE BEACH

Michael P. Crotty

Michael Crotty, City Manager
565 Cassia Boulevard
Satellite Beach, Florida 32937



ATTEST:

Cynthia S. Hanson

CITY OF WEST MELBOURNE

Scott Morgan

Scott Morgan, City Manager
2240 Minton Road - Second Floor
West Melbourne, Florida 32904

Exhibit A

FUNDING		FUNDING REQUIREMENTS	DELIVERABLE POINTS
CONSORTIUM LEAD			
Brevard County		\$36,000	288
CONSORTIUM PARTNERS	POPULATION	\$0.30/ Person	
Cape Canaveral	10,081	\$3,024	25
Cocoa	16,538	\$4,961	40
Cocoa Beach	11,862	\$3,559	29
Grant-Valkaria	3,950	\$1,185	10
Indialantic	2,911	\$873	7
Indian Harbor Beach	8,251	2,475	20
Malabar	2,740	\$822	7
Melbourne	77,483	\$23,245	186
Melbourne Beach	3,130	\$939	8
Melbourne Village	670	\$201	2
Palm Bay	100,999	\$30,300	243
Palm Shores	870	\$261	3
Patrick Air Force Base	TBD	TBD	TBD
Port Canaveral	TBD	TBD	TBD
Rockledge	24,763	\$7,429	60
Satellite Beach	11,792	\$3,538	29
Titusville	44,510	\$13,353	107
West Melbourne	15,344	\$4,603	37

DELIVERABLES	POINT VALUE
A. Adult Education Program Program	3 Points /
B. School Age Education Program Program	2 Points /
C. General Public Programs Program	3 Points /
D. Special Event Representation Event	8 Points /
E. Science Night Production Production	15 Points /
F. Storm Drain Marking Point / 50 Drains Marked	1
G. Aquatic Based Clean-up Event	5 Points /

AGREEMENT

BETWEEN

GOOD EDUCATION SOLUTIONS, INC.

AND

KEEP BREVARD BEAUTIFUL, INC.

FOR

STORMWATER EDUCATION AND OUTREACH PROGRAM MANAGEMENT

This is an Agreement made as of August _____, 2011 between Keep Brevard Beautiful, Inc. (KBB) and Good Education Solutions, Inc. (GES) for 2011-2012 Brevard County Region Stormwater Education and Outreach Program (PROGRAM). KBB and GES, in consideration of the mutual covenants contained herein, agree as follows:

SECTION 1 - EMPLOYMENT OF GES

KBB hereby agrees to engage GES and GES hereby agrees to perform all services hereinafter set forth in connection with the PROGRAM and KBB hereby authorizes GES to commence work upon funding of the PROGRAM.

SECTION 2 - SCOPE OF SERVICES

GES shall provide the Scope of Services as set forth in Attachment A of this Agreement. All Additional Services shall be approved in writing by KBB before GES proceeds with the Additional Services.

SECTION 3 - COMPENSATION

GES's compensation for the PROGRAM shall be as set forth in Attachment A of this Agreement for the Program Manager, 64.3% of funding to the PROGRAM under the funding table. Compensation for additional services shall be negotiated on a case by case basis.

SECTION 4 - DIRECT EXPENSES

KBB and GES understand that from time to time it may be more practical for GES to pay directly for products and services in the performance of GES's responsibilities in the Marketing Campaign as outlined in Attachment "A". In such cases GES shall submit receipts and invoices to KBB for reimbursement of said direct expenses. Prior approval (e-mail is acceptable) from KBB will be required for direct expenses over \$250.00. No prior approval will be required for direct expenses less than or equal to \$250.00.

SECTION 5 - PAYMENT TO GES

Payment to GES for the PROGRAM shall be as set forth in Attachment A of this Agreement for the Program Manager. Payments will be made on a quarterly basis, and are due on or before October 15, 2011, January 15, 2012, April 15, 2012 and July 15, 2012. Payment dates for additional services shall be negotiated on a case by case basis.

If KBB fails to make any payment due GES by the date specified, GES may, after giving seven (7) day's written notice to KBB, suspend services under this Agreement until GES has been paid the full amount due.

In the event any payment is not made, KBB will pay GES any and all collection costs and attorney fees resulting from this non-payment.

SECTION 6 - SCHEDULE

Services for the PROGRAM under this agreement shall run from October 1, 2011 through September 30, 2012. Scheduling of the various aspects of the PROGRAM shall be arranged and coordinate through the appropriate PROGRAM stakeholders.

SECTION 7 - KBB RESPONSIBILITIES

KBB understands that in order for GES to fully perform all services provided under this agreement, KBB must meet all obligations to the PROGRAM outlined for the Program Administrator in Attachment "A".

SECTION 8 - DISPUTE RESOLUTION

KBB and GES agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to exercising their rights under the provisions of this Agreement or under law. Prior to exercising their rights under law, KBB and GES agree that they shall first submit any and all unsettled claims,

Good Education Solutions, Inc
(321) 728 - 1006
GoodEdSolutions@gmail.com

counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation. The selection of a mediator shall be by mutual agreement between both parties to this agreement.

SECTION 9 - PROMPT NOTIFICATION

KBB shall give prompt written notice to GES whenever KBB observes or otherwise becomes aware of any development that affects the scope or schedule of GES's services, or any defect in the work of GES.

SECTION 10 - TERMINATION

Either party may terminate this agreement without cause on the last day of any of the quarters during the PROGRAM year, December 31, 2011, March 31, 2012, and June 30, 2012. Written notice must be provided to the other party a minimum of thirty (30) days prior to the last day of the quarter.

SECTION 11 - INDEMNIFICATION

GES agrees to indemnify KBB for claims within the Limitation of Liability arising solely from negligent acts, errors or omissions of GES in the performance of professional services under this Agreement.

KBB agrees to indemnify and hold GES harmless from all liability, loss and expense, including reasonable attorney fees, arising out of GES's faithful performance of this Agreement.

SECTION 12 – INTELLECTUAL PROPERTY

All logos, taglines, branding, education programs, curricula, and other intellectual property developed by GES, both within and outside the duration of this agreement, shall remain the property of GES. GES specifically grants KKB and other PROGRAM contributors the right to use the "Live Blue" logo, taglines, and branding throughout the duration of this agreement.

SECTION 13 - LIMITATION OF LIABILITY

Notwithstanding any other provision of these Terms and Conditions, and unless otherwise subject to a greater limitation, GES's total liability to KBB for any loss or damage, including but not limited to special and consequential damages including, but not limited to, loss of use and loss of profit arising out of or in connections with the

performance of services or any other cause, shall not exceed \$50,000 or the total compensation received by GES hereunder, whichever is less, and KBB hereby releases and holds harmless GES from any liability above such amount.

SECTION 14 - SEVERABILITY

If any of the terms or conditions contained in this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 15 - INTERPRETATION

This Agreement, its interpretation, performance, validity and any other claims related to it shall be governed by the laws of the State of Florida.

SECTION 16 - ASSIGNMENT

This Agreement shall not be assigned by KBB as a whole or in part, without the written consent of GES and no assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the KBB, and delivers such written assumption to GES. In addition, this Agreement shall be binding upon and inure to the benefit of GES, its successors and assigns, and legal representatives.

SECTION 17 - NO THIRD PARTY

This Agreement gives no rights or benefits to anyone other than KBB, unless specifically stated, and GES and has no third party beneficiaries.

SECTION 18 - ENTIRE AGREEMENT

This Agreement including all attachments represents the entire agreement between KBB and GES. Additional services not outlined in this Agreement, changes in the scope of services outlined in this Agreement or other amendment(s) to the terms of this Agreement will be separately negotiated by KBB and GES and will be documented in a written Amendment(s) to this Agreement.

SECTION 19 - DURATION

This Agreement shall remain in effect from October 1, 2011 through September 30, 2012, unless terminated under the provisions of this agreement. This agreement may be renewed or renegotiated on an annual basis.

SECTION 20 - NOTICE

Any Notice under this agreement shall be give to the following parties by mailing written notice postage prepaid to the Director, Natural Resources Management Office, 2725 Judge Fran Jamieson Way, Suite A219, Viera, FL 32940; Executive Director, Keep Brevard Beautiful, 1620 Adamson Road, Cocoa, FL 32926; and the Director, Good Education Solutions Inc., 5585 Schefflera Place, Grant, FL 32949.

FOR
Good Education Solutions, Inc.
5585 Schefflera Place
Grant, Florida 32949

We agree to perform the work as
described above.

By: Lisabeth S. Good
Lisabeth S. Good
Director
Date: 8-18-2011

FOR
Keep Brevard Beautiful, Inc.
1620 Adamson Road
Cocoa, Florida 32926

The work described is authorized
and the terms and conditions are
accepted.

By: Patricia W. Brown
Patricia W. Brown
Executive Director
Date: 8-23-11