

**INTERLOCAL AGREEMENT
BETWEEN BREVARD COUNTY
AND THE BREVARD MOSQUITO CONTROL DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into by and between the following Parties: The Brevard Mosquito Control District, a special taxing district (hereinafter called the "DISTRICT", and BREVARD COUNTY, a political subdivision of the State of Florida, both Parties residing at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter called the "COUNTY").

RECITALS

WHEREAS, the Brevard Mosquito Control District is a special taxing district in Brevard County, Florida created by special act; and

WHEREAS, the District requests a temporary loan from the County to fund the construction of a replacement aircraft hangar/biology lab at its Titusville complex; and

WHEREAS, in Attorney General Opinion 2000-55, the Attorney General opined that County loans to a special district for a valid County purpose do not violate the constitutional prohibitions in Article VII, section 10 of the Florida Constitution; and

WHEREAS, section 125.01(1) Florida Statutes authorizes counties to expend money for valid public purposes; and

WHEREAS, Brevard County Code section 254-31, and Special Act Chapter 18437 permits the District to take out loans for a period of time not exceeding two years at such interest rates not exceeding eight percent.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties hereby agree, as follows:

1. RECITALS. The recitals above are true and correct and incorporated by this reference.
2. AUTHORITY. This Agreement is being entered into under the authority vested in the Parties by section 163.01 Florida Statutes.
3. PUBLIC PURPOSE. By approving this interlocal agreement, the County makes the legislative finding that loaning \$1,000,000 to the Mosquito Control

District for the construction of a replacement aircraft hangar/biology lab to further the District's mission of mosquito control is a valid County purpose.

4. LOAN. The Parties agree that the County's Property and Casualty Insurance Program will provide a temporary loan to the District on December 1, 2021, upon District's request and with the approval of the County Manager. Once approval is received from the County Manager, funds will be transferred from the County's Property and Casualty Insurance Program to the Mosquito Control Department's capital improvement program.

a. AMOUNT OF LOAN: One Million Dollars (\$1,000,000).

b. TERMS AND PAYMENTS: The term of the loan shall be December 1, 2021 to December 1, 2023. In accordance with Special Act Chapter 18437, the term of the loan may not exceed two years. The District shall make payments of principal and interest annually on December 1, 2022 and December 1, 2023. The loan and interest will be paid in full on December 1, 2023.

c. INTEREST RATES: The interest rate the District shall pay on the outstanding principal shall be the rate of the County's Consolidated Investment Earning Rate (CCIER). In no event shall the interest exceed 8 percent. The amount of the annual interest payment will be calculated based on the average monthly CCIER, as determined by the County Finance Department. It is the specific intent of this agreement that the interest charged to the Mosquito Control Department shall be equal to the interest income lost by the County Insurance Program Internal Service Fund. Because the CCIER is a variable rate, the amount of the annual payment will vary.

d. SOURCE OF FUNDS: The District's ad valorem tax revenue shall be the source of funds for the repayment of this loan.

5. The Parties agree this agreement is subject to Florida's broad public records laws.

6. EFFECT OF AGREEMENT. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all Parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement.

7. ATTORNEY'S FEES. In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

8. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and, in the case of notice to the County Manager, by email.
9. GOVERNING LAW. The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.
10. SAVINGS CLAUSE. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
11. EFFECTIVE DATE. This Agreement shall take effect on the date that it is executed by all Parties and recorded in the Official Records of Brevard County, Florida by the District.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

ATTEST:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

By: _____
Rita Pritchett, Chair
(as approved by the Board on _____)

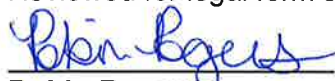
ATTEST:

BREVARD MOSQUITO CONTROL DISTRICT

Rachel Sadoff, Clerk

By: _____
Rita Pritchett, Chair
(as approved by the District on _____)

Reviewed for legal form and content:

 4/15/2021

Robin Rogers
Assistant County Attorney