

**GENERAL FUND AGREEMENT
BETWEEN
BREVARD COUNTY
AND BREVARD COUNTY LEGAL AID, INC.
FOR EQUAL ACCESS TO JUSTICE**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Brevard County Legal Aid, Inc.**, a Florida not for profit corporation having its primary business location at: **1038 Harvin Way, Suite 100 Rockledge, FL 32955** (hereinafter the Agency).

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of an **Equal Access for Justice Program**, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida

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

1. SCOPE OF SERVICE/WORK:

The Agency shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus, and transportation to perform all services specified in **Attachments A Scope of Service and A-1 Program Logic Model** copies of which are attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Agreement shall begin **October 1, 2024** and continue through **September 30, 2025**.

3. COMPENSATION – AMOUNT AND METHOD:

For the work the Agency provides under this Agreement, the County shall pay the Agency an amount not to exceed **\$256,500** as identified in **Attachment B Itemized/Units Costs Budget** copy of which is attached hereto and incorporated by this reference. The Agency shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement. The County reserves the right to deduct from any Agency invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County

shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq.

The Agency shall use the County's designated **Attachment D Monthly Request for Reimbursement Form**, a copy of which is attached hereto and incorporated by this reference, to request payment. The Agency shall request reimbursement on a **monthly** basis as provided. **Attachments E1 and E2 Performance and Measurable Outcome Reports**, copies of which are attached hereto and incorporated by this reference, shall be completed, and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Agency or representative, which signature shall constitute the Agency's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Agency that payment of any portion thereof should be withheld.

The Agency's final Request for Reimbursement is due on October 20, 2025.

4. PROCUREMENT PROCEDURES:

The Agency agrees to utilize the procurement procedures already established by the Agency when purchasing eligible budgeted materials or services for said Agency. If no formal procedures exist for the Agency, the following County procedures should be utilized (if applicable):

- a. If the purchase amount is less than \$1,000; no formal purchase procedures are required.
- b. If the purchase amount is \$1,000 or more, the Agency shall solicit formal written bids from a minimum of three vendors.
- c. The Agency shall maintain sufficient records to detail the significant history of procurement. These records shall include but are not limited to rationale for the method of procurement, selection of vendor and basis for the solicited prices.
- d. The Agency shall encourage the solicitation of quotations for purchases from minority and women-owned business enterprises.

5. INDEMNIFICATION:

The Agency 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 Agreement, where such claim, damage, loss, or expense is caused, in whole or in part,

by the act or omission of the Agency, or anyone directly or indirectly employed by the Agency, 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 there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Agency, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

Notwithstanding any other provisions of this Agreement, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Agreement. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

6. MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments, and schedules constitute the entire Agreement between the County and the Agency and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented, or canceled by a written instrument duly executed by the parties hereto. The Brevard County Director of Housing and Human Services shall have authority to execute modifications up to \$25,000. For any modification that exceeds \$25,000, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. INSURANCE:

The Agency shall keep in force and at all times maintain during the term of this Agreement, where applicable:

a. 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 \$1,000,000 for Bodily Injury and Property Damage per occurrence.

b. Automobile Liability Insurance:

Automobile Liability coverage shall be in the minimum amount of \$1,000,000 combined single limits for Bodily Injury and Property Damage per accident.

c. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

d. Professional Liability Insurance:

Policy in the amount of \$1,000,000 per claim and

\$3,000,000 in the annual aggregate covering the risk of negligent errors and omissions in the professional services provided under this Agreement. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

e. Insurance Certificates:

The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.

AGENCY shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the AGENCY's execution of this Agreement. No work shall begin under this Agreement Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

PURSUANT TO SECTIONS 558.002 AND 558.0035,
FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN
EMPLOYEE OR AN AGENT OF AGENCY MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE IF AGENCY MAINTAINS
THE PROFESSIONAL LIABILITY INSURANCE REQUIRED ABOVE
AND THE DAMAGES ARE SOLELY ECONOMIC IN NATURE AND DO
NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT
SUBJECT TO THIS AGREEMENT.

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.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the Agreement.

8. ATTORNEY'S FEES:

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

9. GOVERNING LAW:

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

10. COMPLIANCE WITH STATUTES:

Agency shall be aware of and shall comply with all federal, state, and local laws.

11. COMPLIANCE WITH ADA OF 1990:

Agency shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Agency shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Agency.

12. VENUE/WAIVER OF JURY TRIAL:

Venue for any legal action 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 and any trial shall be non-jury.

13. ASSIGNMENTS:

Agency shall not assign any portion of this Agreement without the prior written permission of the County.

14. TERMINATION:

If Agency fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a "breach"), the County shall give the Agency written notice of the existence and nature of the breach and Agency shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Agency fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Agency and such termination shall be effective upon the Agency's receipt of the written Notice of Termination. 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 shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals

and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Agency is providing services for another Entity, in accordance with the Scope of Service/Work outlined in section 1, Agency and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Agency will be providing. In the event the Agreement between Agency and Entity is terminated, cancelled, or otherwise becomes unenforceable, this Agreement shall be immediately terminated. The County shall send the Agency a Notice of Termination effective the same date as the termination date of the Agreement between Agency and Entity. Agency shall receive payment for all work performed up to the date of the termination of the Agreement between Agency and the County.

15. INDEPENDENT AGENCY:

The Agency shall perform the services under this Agreement as an independent Agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Agency or any of its agents or employees to be the agent, employee, or representative of the County.

16. RECORDS AND REPORTS:

In the performance of this Agreement, the Agency shall comply with the following terms, if applicable:

a. RIGHT TO AUDIT:

The Agency shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Agency in the United States or any other country. All records or documents created by the County or provided to the Agency by the County in connection with activities or services provided by the Agency under the terms of this agreement, are public records and Agency agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

b. AUDIT REQUIREMENTS:

If the Agency is a local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event the Agency expends \$750,000 or more in Federal awards in its fiscal year, the Agency shall have a single or program-specific audit conducted in accordance with the Single Audit Act

Amendments of 1996, and 2 Code of Federal Regulations Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, the Agency shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 Code of Federal Regulations Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, shall meet the requirements of this section. If the Operating Agency expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, is not required. In the event that the Agency expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, the cost of the audit shall be paid from non-Federal resources (i.e., the cost of such audit shall be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, the Agency shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: **Brevard County Housing and Human Services Department Juanita Jackson, Interim Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.**

The Agency shall also provide the County with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Agency shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within thirty days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance.

c. MONITORING:

The County shall conduct periodic administrative, programmatic, and financial monitoring to assess the Agency's performance and compliance with this Agreement and applicable federal and state laws, rules and local policies and procedures. The Agency shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Agency that are relevant to this Agreement and interview any clients and employees of the Agency under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Agency a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Agency shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Agency's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Agreement.

d. REPORTS:

The Agency shall submit **monthly** reports within twenty calendar days after the end of the month for which the Agency is requesting reimbursement using **Attachments E1 and E2 Performance and Measurable Outcome Reports** and **Attachment F Evaluation Plan**, a copy of which is attached hereto and incorporated by this reference to assist the County in determining whether measurable outcomes are being met. **All reports are due within twenty calendar days after the end of the month for which the Agency is requesting reimbursement.** Brevard County reserves the right to withhold ten percent of each reimbursement request due to the Agency, for failure to meet outcomes or failure to submit the required **monthly** reports in a timely manner. Any withheld amount shall be remitted to the Agency upon receipt of documentation that, in the County's sole discretion, shows that outcomes are being met or upon receipt of the required monthly reports.

17. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Agency of the request and the Agency shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Agency may also

provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Agency fails to provide the requested public records to the County within a reasonable time, the Agency may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Agency's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination. If Agency claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

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

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BRITTANY RAY, 2725 JUDGE FRAN JAMIESON WAY, B-103, VIERA, FL 32940, BRITTANY.RAY@BREVARDFL.GOV, AT (321) 633-2076.

18. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly funded Agreements to any Agency who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act). The County shall consider an Agency's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. E-VERIFY:

- a. In accordance with Chapter 448.095, Florida Statutes, a public employer, Agency, or subagency may not enter into an Agreement unless each party to the Agreement registers with and uses the E-Verify System.
- b. The County shall not enter, or renew, an Agreement with a vendor/ Agency that is not enrolled in E-Verify. Any vendor/Agency that has an Agreement with the County shall be contractually required to utilize E-

Verify to confirm the employment eligibility of any employee hired during the Agreement term.

- c. The County shall verify the Vendor's/Agency's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Agency's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of an Agreement. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- d. An Agency 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 Agency hires or employs a person who is not eligible for employment.
- e. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Agency shall read, sign, and comply with **Attachment G Confirmation of E-Verify Participation Form**, a copy of which is attached hereto and incorporated by this reference.

20. SCRUTINIZED COMPANIES LIST:

By executing this Agreement, the Agency hereby certifies that it and its subagency's are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or are engaged in a boycott of Israel. (Section 287.135, Florida Statutes). If the County determines the Agency submitted a false certification under Section 287.135(5) Florida Statutes, or if the Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Agreement after it has given the Agency notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) Florida Statutes, or on a case-by-case basis the County may choose to maintain the Agreement if the conditions of Section 287.135(4) Florida Statutes are met.

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

21. FORERIGN INFLUENCE DISCLOSURE:

By executing this Agreement, the Agency hereby certifies that all prospective agencies and grant recipients seeking to contract with the County, or receive a grant from the County, where said Agreement or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any Agreement with, or (3) any grant or gift received from a foreign country of concern. All agencies shall read, sign,

and comply with **Attachment H Foreign Influence Disclosure Form**, a copy of which is attached hereto and incorporated by this reference.

22. FEDERAL TAX ID NUMBER:

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

23. CONFLICT OF INTEREST:

- a. The Agency shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.
- b. The Agency shall not accept gratuities, favors or anything of monetary value from agencies, potential agencies, or parties to sub-agreements.
- c. The Agency shall not award a contract or subcontract under this Agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee of the Contactor or any member of an employee's, agent's, or officer's immediate family.
- d. No Agency, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

24. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Agency, supplier, subagency, 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 months from the date of being placed on the convicted vendor list.

25. INFORMATION RELEASE/GRANTOR RECOGNITION:

News releases, publicity releases, or advertisements relating to this Agreement, or the tasks or projects associated with the project, shall be submitted in writing to the County for approval in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

26. DEBARMENT AND SUSPENSION:

Brevard County will not intentionally award Agreements to any agency or its agencies and/or subagencies that:

- a. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency.
- b. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; or
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e. The **Agency** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension the **Agency** shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or agencies and/or subagencies, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

27. CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

28. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

29. ATTACHMENTS:

In the performance of this Agreement, the Agency shall comply with all the requirements of the following attachments:

- Attachment A: Scope of Service
- Attachment A1: Program Logic Model
- Attachment B: Itemized Cost Budget and Justification or Unit Cost Budget
- Attachment C: Conditions and Methods of Compensation
- Attachment D: Request for Reimbursement Form (Itemized or Unit Cost)
- Attachment E1 and E2: Performance and Measurable Outcome Reports
- Attachment F: Evaluation Plan
- Attachment G: Confirmation of E-Verify Participation Form
- Attachment H: Foreign Influence Disclosure Form

30. NOTICE:

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Ms. Juanita Jackson, Interim Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Agency by certified mail or hand delivery as follows:

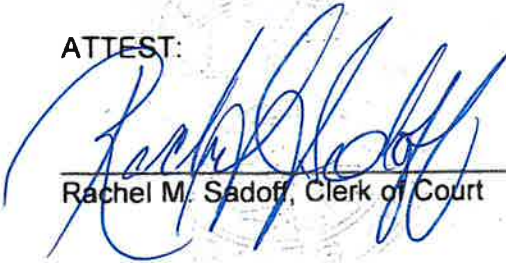
Robert Johnson, Executive Director, Brevard County Legal Aid, Inc., 1038 Harvin Way, Suite 100 Rockledge, FL. 32955

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Reviewed for Legal Form and Content:

By: 
L. Rebecca Behl-Hill, Esq.
Assistant County Attorney

ATTEST:


Rachel M. Sadoff, Clerk of Court

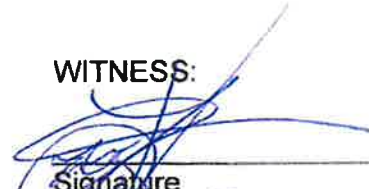
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Rob Feltner, Chairman

Date: 11/14/23

As approved by the Board on: 9/24/2024

WITNESS:


Signature
Lee Vang SPC III
Name and Title, Typed or Printed

AGENCY:

By: 
Signature of Authorized Signer

Date: 11/18/24

Robert Johnson, Executive Director
Name and Title

Brevard County Legal Aid, Inc.
Name of Company

1038 Harvin Way, Suite 100
Mailing Address

Rockledge, FL 32955
City, State, Zip Code

321-631-2500
Area Code/Telephone Number

ATTACHMENT A
SCOPE OF SERVICE
BREVARD COUNTY LEGAL AID, INC.
EQUAL ACCESS TO JUSTICE SYSTEM

Proposed program purpose: Provide high quality legal assistance to the poor and disadvantaged in Brevard County at no cost to the client. Brevard County Legal Aid's (BCLA) primary practice is family law and children's issues with a high priority on protecting survivors of domestic violence and children.

Target population: The target population is indigent and disadvantaged residents of Brevard County experiencing legal problems, with an emphasis on family law issues. The proposed number of client to be served is 750.

Services to be provided: BCLA provides advice, counsel, brief services, referral and full representation by staff attorneys, volunteer attorneys and paralegals.

Planned goals and objectives:

1. Provide high quality legal services to the poor at no charge.
2. Provide community presentations and workshops to inform the community of services provided.
3. Review and evaluate services provided through statistics and client surveys.
4. Review financial and program eligibility guidelines.

Program outcomes and innovative strategies:

1. Increase clients' awareness of legal situation, available resources and legal options.
2. Increase access to courts.
3. Improve family stability by establishing legally binding court orders for custody, support and visitation.
4. Provide safety for victims through court actions.
5. Representation of dependent children in the foster care system to secure benefits under the Independent Living Program.

ATTACHMENT A-1 – PROGRAM LOGIC MODEL FORM

AGENCY NAME:	BREVARD COUNTY LEGAL AID, INC.
PROGRAM NAME:	EQUAL ACCESS TO JUSTICE PROGRAM
FOCUSED CARE AREA:	BREVARD COUNTY RESIDENTS

Have you made any changes to the Program Logic Model? ☐ YES ☒ NO. Date Revised: _____

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p>Service Providers: Staff attorneys, Executive Director, staff paralegals, support staff, Pro Bono attorneys, student interns</p> <p>Program Setting: Main office, outreach, telephone</p> <p>Community Factors: Court system, law library, clerk's office, referral agencies</p> <p>Collaborations: Hospice, 211 Brevard, CSC, Pro Se Coordinator, CMS, other local social services agencies, domestic violence shelters, Women's Center and various private foundations</p> <p>Service Technologies: Westlaw, law library, brochures, case management system, Internet, Clerk's webpage, telephone, computers, email</p> <p>Funding Sources: FBF, UW, Title III, In Lieu of Service, attorney fees, filing</p>	<ul style="list-style-type: none"> • Intake assessment • Advice and counsel • Brief service • Referral • Representation • Volunteer education • Attorney education • Staff training • Client training • Community education • Adopt an Agency • Statewide legal services interaction • Recruitment and recognition of volunteers • Case management • Safety planning • Trial advocacy • Domestic Violence Task Force 	<ul style="list-style-type: none"> • # of cases opened monthly • # of referred for ongoing representation monthly • # of pending cases monthly • # of closed cases monthly • # of trainings provided each year • # of trainings attend each year • # of hours of community education each year • # of agencies assisted through • Adopt an Agency each year • # of statewide legal services meetings attended each year • # of attorneys willing to participate each year • # of attorneys recognized for volunteer service each year 	<ul style="list-style-type: none"> • Provide approximately 750 clients with advice, counsel, referral, and other legal services • Increase client awareness of legal situation, available resources and legal options • Increase client's access to court system by providing full representation by an attorney • Improve family stability by establishing legally binding court orders • Increase safety for domestic violence victims through 	<ul style="list-style-type: none"> • Ensure equal access To the justice system For low income and disadvantaged individuals and groups in Brevard County • Reduce the incidence of domestic violence in Brevard County

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
fees, FCADV, VOCA, contributions, interest <u>Participants:</u> Economically disadvantaged, senior citizens with legal needs, non-profits primarily service the indigent			court actions or safety planning •Representation of dependent children or with special needs in the foster care system to secure appropriate placements and services.	

**ATTACHMENT B
ITEMIZED COSTS BUDGET
BREVARD COUNTY LEGAL AID, INC
EQUAL ACCESS TO JUSTICE PROGRAM**

BUDGETED ITEM	AMOUNT REQUESTED
Executive Director	\$45,000
Program Administrator	\$45,000
Receptionist	\$17,125
Attorney 1	\$45,000
Attorney 2	\$45,000
Paralegal 1	17,125
Subtotal Other Expenses	\$214,250

FRINGE BENEFITS	
Health Insurance	
Subtotal Other Expenses	\$36,650

OTHER EXPENSES		
Telephone	Based on actual expense	\$4,800
Liability Insurance	Based on actual expense	\$800
Subtotal Other Expenses		\$5,600

TOTAL BUDGET	\$256,500
---------------------	------------------

ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
Brevard County Legal Aid, Inc.
Equal Access To Justice Program

The Contractor, **Brevard County Legal Aid, Inc.**, shall be paid a total sum not to exceed **\$256,500** in General Revenue funds for the services specified under this agreement. Compensation shall be allowed on an **Itemized Cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Request for Reimbursement Form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the Agency is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2025**. Any **General Fund** program funding covered by this agreement not expended for eligible activities by **September 30, 2025**, shall revert to the County.

The Agency shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Agency shall notify the County in writing within fifteen days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this agreement.
- b. The satisfactory evaluation of the Agency by the Housing and Human Services Department.
- c. Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS:

The Agency shall comply with cost principles as established in **2 CFR Part 200 Subpart E for Non-Profit Organizations**. The following pertains to Requests for Reimbursement:

- a. The County shall reimburse the Agency for all approved budgeted costs outlined in the **Units Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b. The **Request for Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a

copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.

- c. Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty calendar days after the end of the month** for which the Agency is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

**ATTACHMENT D
REQUEST FOR REIMBURSEMENT FORM (Itemized Cost)**

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: Lee Vang

FINANCIAL APPROVAL: _____

BUSINESS AREA: 1404 COST CENTER: 290511 GL ACCOUNT: 5340000

VENDOR NUMBER: 9087 PURCHASE ORDER NUMBER: _____

DOCUMENT NUMBER: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: GENERAL FUND

NAME OF ORGANIZATION: Brevard County Legal Aid, Inc.

NAME OF PROGRAMS: Equal Access to Justice Program

CONTACT PERSON: Mark Miller – Program Administer

PROGRAM ADDRESS: 1038 Harvin Way Suite 100, Rockledge, Fl. 32955

MAILING ADDRESS: 1038 Harvin Way Suite 100, Rockledge, Fl. 32955

E-MAIL ADDRESS: mark@brevardlegalaid.org

TELEPHONE NUMBER: (321) 631-2500 Extension 514

REQUEST DATE: _____

REQUEST NUMBER: _____

FINAL PAYMENT REQUEST: YES _____ NO _____

TOTAL AMOUNT TO BE PAID: _____

I certify the services itemized on the authorization invoice have been provided and are a proper charge against the General Funds appropriate for this program:

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2024 through September 30, 2025.

Salary Expense:

Employee Name/Title	Period Ending	Check Date	Check Number	Amount Requested

Total Amount Expended: \$ _____

Summary:

♦ Total Budgeted \$214,250
 ♦ Total Previous \$ _____
 ♦ Total This Request \$ _____
 Remaining Funds \$ _____

Fringe Benefit Expense:

Employee	Period Ending	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

♦ Total Budgeted \$36,650
 ♦ Total Previous \$ _____
 ♦ Total This Request \$ _____
 ♦ Remaining Funds \$ _____

Telephone Expense:

Vendor	Invoice #	Check Date	Check No.	Amount

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$4,800 _____
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Liability Insurance Expenses:

Vendor	Invoice #	Check Date	Check No.	Amount

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$800.00 _____
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Invoice Number	Date of Request	Amount Requested	Expended YTD	% YTD	Remaining Funds
					\$256,500
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

**ATTACHMENT E1
BREVARD COUNTY
HOUSING AND HUMAN SERVICES DEPARTMENT
PERFORMANCE AND MEASURABLE OUTCOMES REPORT**
(This report must be completed in its entirety and submitted with each Request for Reimbursement)

DATE	
FUNDING SOURCE	General Fund
NAME OF AGENCY	Brevard County Legal Aid, Inc.
NAME OF PROGRAM	Equal Access to Justice
REPORTING PERIOD	
AUTHORIZED SIGNATURE AND TITLE	

1. Amount of funds expended this month/quarter:
2. Amount of funds expended to date:
3. Please state the progress achieved towards accomplishments outlined in your scope of work and/or services.
4. Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of work and/or services, and plan(s) to resolve the problem(s).
5. Has your organization experienced any (key) programmatic turnover? YES or NO, if yes please explain.
6. Did the agency provide match funding for this month/quarter? YES or NO, if yes explain.
 - Type/Source:
 - Match to Provide:
 - Current Match:
 - Previous Match:
 - Match Remaining:
7. Did your agency leverage funding this month/quarter? YES or NO or N/A, if yes list the amount leveraged and source:
 - Amount Leveraged:
 - Source:
8. Please list any other funding your agency is currently receiving:
 - Other Federal Funding:
 - Other State Funding:
 - Other Local Funding:
 - Private Funding:
 - Total Funding:

9. Please report the number of unduplicated clients served in accordance to the categories listed below:

RACE	UNDUPLICATED CLIENTS SERVED (MONTHLY/ QUARTERLY)	UNDUPLICATED CLIENTS SERVED (YEAR TO DATE)
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/ Alaskan Native & Black/African American		
Hispanic Origin		
Other		
TOTALS		

10. Please report the number of unduplicated clients served in accordance to the categories listed below:

	Unduplicated Clients Served (Monthly/ Quarterly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated Adult Seniors (60 yrs. Or older)		
Number of unduplicated Adults (18-59)		
Number of unduplicated Youth (17 and under)		

11. Please indicate the number of unduplicated clients served in accordance to the categories listed below:

	Unduplicated Clients Served (Monthly/ Quarterly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated clients served whose income has been determined extremely low (30%)		
Number of unduplicated clients served whose income has been determined very low (50%)		
Number of unduplicated clients served whose income has been determined low (80%)		
Number of unduplicated clients served whose income has exceeded the income limits		

12. Is technical assistance needed? YES or NO, if yes in what area(s)?

ATTACHMENT E2 **PERFORMANCE AND MEASURABLE OUTCOMES REPORT**

AGENCY NAME: Brevard County Legal Aid, Inc.

PROGRAM NAME: Equal Access to Justice

FY 2024-2025 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD CLIENTS
750 or 100% of clients will receive advice, counsel, referral, and other legal services													
750 or 100% of clients will have an increased awareness of their legal situation, available resources, and legal options													
165 or 22% of clients will receive increased access to court system by providing full representation by an attorney													
97 or 13% of clients will improve family stability by establishing legally binding court orders.													
105 or 14% of clients (domestic violence victims) will have increased safety through court action or safety planning													
30 or 4% of dependent children in the foster care system will secure benefits under the Independent Living Program													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within twenty calendar days after the end of the month in which you are requesting reimbursement!

ATTACHMENT F-EVALUATION PLAN FORM

AGENCY NAME: BREVARD COUNTY LEGAL AID, INC.

PROGRAM NAME: EQUAL ACCESS TO JUSTICE PROGRAM

FOCUSED CARE AREA: BREVARD COUNTY

Have you made changes to the evaluation plan? x YES NO Date Revised: 6/11/2024

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<ul style="list-style-type: none"> • Provide approximately 750 clients with advice, counsel, referral, and other legal services • Increase client awareness of legal situation, available resources and legal options • Increase client's access to court system by providing full representation by an attorney • Improve family stability by establishing legally binding court orders • Increase safety for domestic violence victims through court actions or safety planning 	Consultants for advice and counsel	Intake application	Intake application	All	Monthly
	Referrals				
	Brief Services				
	Other Legal services provided.	Intake application	Intake application	All	Monthly
	Cases referred for representation.	Intake application	Intake application	All	Monthly
	IFPs awarded.	Case closure report	Case closure report	All	
	Safety planning completed	Case closure report	Case management	All	

ATTACHMENT G
BREVARD COUNTY BOARD OF COMMISSIONERS
CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with Board of County Commissioners Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into an agreement unless each party to the agreement registers with and uses the E-Verify System.
2. The County shall not enter into, or renew, an agreement with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has an agreement with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the agreement term.
3. The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of an agreement. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
4. 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, the contractor hires or employs a person who is not eligible for employment.
5. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

BUSINESS/ORGANIZATION NAME: Brevard County Legal Aid, Inc.

BID/RFP NUMBER AND NAME: General Fund Agreement

AUTHORIZED REPRESENTATIVE'S SIGNATURE:

 DATE: 11/18/24

NAME: Robert Johnson

POSITION: Executive Director

ATTACHMENT H DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at five percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / ☒ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

☒ YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

☒ YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / ☒ NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan

Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern: _____

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: *Robert Johnson*

Date: 11/18/24

Title: EXECUTIVE DIRECTOR

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 18th day of November, 2024, by Robert Johnson.

Name of person making statement

[Notary Seal]



Peter A. Moore
Notary Public

PETER A. MOORE
Name typed, printed or stamped

My Commission Expires: 3-16-2028

_____ Personally Known OR ☒ Produced Identification

Type of Identification Produced 525-772-61-2250