

Meeting Date
<b>SEPTEMBER 28, 2015</b>



AGENDA	
Section	<b>PUBLIC HEARING</b>
Item No.	I.A.4

**AGENDA REPORT**  
*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

SUBJECT:	<b>DISCUSSION AND ADOPTION OF THE COUNTY'S FINAL BUDGET RESOLUTION FOR FY 2015-2016</b>
DEPT/OFFICE:	BUDGET OFFICE

**Requested Action:**  
It is recommended that the Board of County Commissioners discuss and adopt the attached resolution establishing the final budget for FY 2015-2016 and authorize the Chairman to sign the Resolution.

**Summary Explanation & Background:**  
Budget Office personnel will read into record the County's FY 2015-2016 Budget Resolution. This resolution provides the documentation that permits the Budget Office to enter the final budget into the general records of the County.

**Financial Impact:**

Operating Budget:	\$439,604,571
Capital Improvements Program:	\$152,930,515
Reserves, Transfers and Debt Service:	<u>\$442,657,325</u>
<b>Total:</b>	<b><u>\$1,035,192,411</u></b>

Clerk to the Board instruction: Maintain necessary documents for records retention.

Exhibits Attached: Resolution adopting Final Budget for FY 2015-2016

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager		Department Director / Extension	
Stockton Whitten		Tom Rosenberg/52854	



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972

September 29, 2015

MEMORANDUM

TO: Tom Rosenberg, Budget Office Director

RE: Item I.A.4., Discussion and Adoption of the County's Final Budget Resolution for FY 2015-2016

The Board of County Commissioners, in special session on September 28, 2015, adopted Resolution No. 15-168, establishing the final budget for FY 2015-2016. Enclosed is a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

✓ Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Finance



Housing and Human Services  
2725 Judge Fran Jamieson Way  
Building B, Suite 106  
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

## Inter-Office Memo

**TO:** Robin Fisher, Chairman  
Brevard County Board of County Commissioners

**THRU:** Venetta Valdengo, Assistant County Manager *VV*  
County Manager's Office

**FROM:** Ian Golden, Director *IG*  
Housing and Human Services Department

**SUBJECT:** FY 2015-2016 General Revenue Contracts

**DATE:** October 09, 2015

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The attached contracts are annual renewals for the period of performance October 1, 2015 to September 30, 2016.

On September 28, 2015, in special session, the Board of County Commissioners adopted and approved the final budget for FY 2015-2016, which approved General Revenue Funding for Circles of Care, Inc., Crosswinds Youth Services, Inc. and Brevard County Legal Aid. Please find a copy of the Tammy Gram, dated September 29, 2015, and the Resolution No. 15-168 adopting the final budget.

Attached please find signed BC-20s, and three (3) original agreements for each agency, for your signature.

- **Circles of Care, Inc.** - (*Baker Act Services*)
- **Crosswinds Youth Services, Inc.** - (*Juvenile Assessment Center*)
- **Brevard County Legal Aid** - (*Legal Assistance Program*)

If you should have any questions or concerns, please contact our office at (321) 633-2076.

Thank you

cmv

Attachments

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**



**SECTION I**

The following information must be completed on all new contracts submitted to the Board.

<b>1. Contractor:</b> Circles of Care, Inc.	
<b>2. Fund/Account #:</b> 0001/200662	<b>Division Name:</b> Housing and Human Services
<b>4. Contract Description:</b> Baker Act Mental Health Services Program	
<b>5. Contract Monitor:</b> Chris Valdyke X5-2968	<b>6. Mail Stop #:</b> 82
<b>7. Dept./Office Director:</b> Housing and Human Services Dept. Ian Golden	<b>8. Contract Type:</b> General Fund
<b>ACTION DATE:</b> 2 weeks	<b>ACTION REQUIREMENT:</b> The attached contract is being submitted for your review, comment and approval. Thank you

**SECTION II**

The following departments must approve all contracts submitted to the Board:


<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		9/21/15
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		9/22/15

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

ROS 8/21/15



**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I**

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<b>4. Contract Description:</b> Baker Act Mental Health Services Program	
<b>5. Contract Monitor:</b> Chris Valdyke X5-2968	<b>6. Mail Stop #:</b> 82
<b>7. Dept./Office Director:</b> Housing and Human Services Dept. Ian Golden	<b>8. Contract Type:</b> General Fund
<b>ACTION DATE:</b> 2 weeks	<b>ACTION REQUIREMENT:</b> The attached contract is being submitted for your review, comment and approval. Thank you

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	[Signature]	9/21/15
Risk Management	✓	_____	[Signature]	10/5/2015
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

*Handwritten:* [Signature] 8/21/15

*Handwritten:* [Signature]

RESOLUTION NO. 15- 168

A RESOLUTION TO ADOPT A FINAL BUDGET PURSUANT TO CHAPTER 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2015-2016 AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Section 200.065, Florida Statutes, as amended, requires that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing a budget for the ensuing fiscal year; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, advertised its intent to adopt an annual budget;

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

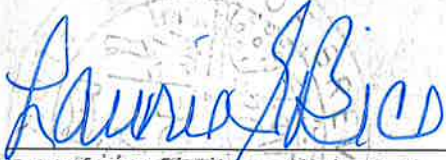
1. This Resolution is hereby adopted under the provisions of Section 200.065, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016 in the amount of \$1,035,192,411.
3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.

4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED AND ADOPTED, THIS 28th DAY OF SEPTEMBER, A.D., 2015.

ATTEST:

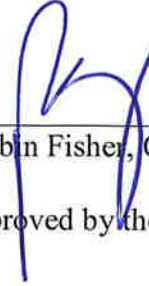
BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA



A handwritten signature in blue ink, appearing to read "Laurie G. Rice".

Laurie G. Rice Chief Deputy Clk  
for Scott Ellis Clerk of Court

By:



A handwritten signature in blue ink, appearing to read "Robin Fisher".

Robin Fisher, Chairman

As approved by the Board on September 28, 2015.



BOARD OF COUNTY COMMISSIONERS

**Utility Services Department**

2725 Judge Fran Jamieson Way  
Building A, Room 213  
Viera, Florida 32940

**Inter-Office Memo**

TO: Commissioner Jim Barfield, Chairman  
FROM: James Helmer, Utility Services Director  
DATE: May 16, 2016  
SUBJ: Execution of Utility Services CIP Construction Contract:  
Barge Canal Force Main - Bid No. B-4-16-51

On September 28, 2015, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2016. After bids were opened for the project referenced above, CORE Engineering & Construction, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

**Attachments**

JEH/ral

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 28<sup>th</sup> day of April, 2016, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and L7 Construction, Inc., a Florida Corporation doing business at 4380 St. Johns Pkwy, Suite 140 Sanford, Florida 32771 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Lift Station S-20 Replacement**

as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Four Hundred Thirteen Thousand Seven Hundred Dollars (\$413,700).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 180 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS


- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
Scott Ellis, Clerk

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
Jim Barfield, Chairman

Date: \_\_\_\_\_

Seal

As approved by the Board on:

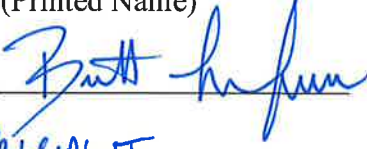
September 28, 2015

L7 Construction, Inc.

Contractor

Date: 5/24/16

By: BRETT LEFEVER  
(Printed Name)

Signature: 

Title: PRESIDENT

Reviewed for legal form and content:

  
(Assistant) County Attorney

\_\_\_\_\_  
(Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Seminole

I HEREBY CERTIFY that a meeting of the Board of Directors of L7 Construction, a Corporation under the laws of the State of Florida, held on October 1<sup>st</sup>, 2015, the following resolution was duly passed and adopted:

“RESOLVED, that Brett Lefewer, as Acting President of the Corporation, be and he is hereby authorized to execute the Contract dated April 28, 2016, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 25<sup>th</sup> day of May, 2016.

Frank Roper  
Secretary

END OF SECTION



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972

September 29, 2015

MEMORANDUM

TO: Tom Rosenberg, Budget Office Director

RE: Item I.A.4., Discussion and Adoption of the County's Final Budget Resolution for FY 2015-2016

The Board of County Commissioners, in special session on **September 28, 2015**, adopted Resolution No. 15-168, establishing the final budget for FY 2015-2016. Enclosed is a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Etheridge".

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Finance

**ITEM I.A.4., DISCUSSION AND ADOPTION OF THE COUNTY'S FINAL BUDGET RESOLUTION FOR FY 2015-2016**

**Meeting** 9/28/2015 5:30 PM

**Vote Results**

Robin Fisher	Voter	Yes/Aye
Jim Barfield	Voter	Yes/Aye
Trudie Infantini	Voter	No/Nay
Curt Smith	Second	Yes/Aye
Andy Anderson	Mover	Yes/Aye

**September 28, 2015 5:30 PM** — Adopted

Chairman Fisher called for a public hearing for discussion and adoption of the County's Final Budget resolution for FY 2015-2016.

Stockton Whitten, County Manager, stated the Budget Office personnel will read into the record the resolution adopting the County's total budget for FY 2015-2016; and following the reading of the resolution, it is recommended that the Chairman entertain a motion for approval of that resolution.

Tom Rosenberg, Budget Office Director, read into the record, "A resolution to adopt a final budget pursuant to Chapter 200, Florida Statutes, authorizing the Board of County Commissioners to adopt the final operating and capital budget for Fiscal Year 2015-2016 and providing for an effective date. The Board of County Commissioners of Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, in the amount of \$1,035,192,411.

There being no further comments, the Board adopted Resolution No. 15-168, establishing the final budget for FY 2015-2016.




BOARD OF COUNTY COMMISSIONERS

Utility Services Department  
2725 Judge Fran Jamieson Way  
Building A, Room 213  
Viera, Florida 32940

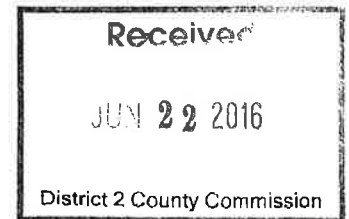
## Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman

FROM: James Helmer, Utility Services Director 

DATE: June 16, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:  
Lift Station S-20 Replacement - Bid No. B-7-16-69



On September 28, 2015, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2016. After bids were opened for the project referenced above, L7 Construction, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments




BOARD OF COUNTY COMMISSIONERS

Utility Services Department  
2725 Judge Fran Jamieson Way  
Building A, Room 213  
Viera, Florida 32940

## Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman

FROM: James Helmer, Utility Services Director 

DATE: June 1, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:  
South Beaches Regional WRF Improvements  
Bid No. B-4-16-43

On September 28, 2015, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2016. After bids were opened for the project referenced above, Maxwell Contracting, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: L7 Construction, Inc.	
2. Fund/Account #:4153&4157/365300	3. Division Name: Utility Services Department
4. Contract Description: South Beaches Regional WRF Improvements, Bid No. B-4-16-43	
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept/Office Director: James Helmer, Director	8. Class Code: ZCON
ACTION DATE:	ACTION REQUIREMENT:

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	___	<u><i>[Signature]</i></u>	<u>4/14/16</u>
Risk Management	<u>✓</u>	___	<u><i>[Signature]</i></u>	<u>4/14/2016</u>
County Attorney	<u>X</u>	___	<u>see attached</u>	<u>1/5/2016</u>
User Agency	___	___	___	___

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

**Helpling, Craig L**

---

**From:** Yuan, Diana  
**Sent:** Tuesday, January 05, 2016 11:26 AM  
**To:** Helpling, Craig L  
**Cc:** Cummings, Cathleen  
**Subject:** RE: South Beaches Regional Water Reclamation Facility (WRF) Improvements - Contract for Review

Craig,

This contract is approved for legal form and content.

Best,

Diana E. Yuan, Esq.  
Assistant County Attorney  
Brevard County Attorney's Office  
2725 Judge Fran Jamieson Way, Suite 308  
Viera, FL 32940  
Telephone: 321/633-2090  
Fax: 321/633-2096  
[diana.yuan@brevardcounty.us](mailto:diana.yuan@brevardcounty.us)

**Please note: The State of Florida has a broad public records law. Most written communications to or from county employees regarding county business are public records available upon request to the public and media. Your e-mail communications may therefore be subject to public disclosure.**

---

**From:** Helpling, Craig L  
**Sent:** Wednesday, December 16, 2015 1:28 PM  
**To:** Yuan, Diana  
**Subject:** South Beaches Regional Water Reclamation Facility (WRF) Improvements - Contract for Review

Diana;

This afternoon I placed 54 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Helpling'. These files make up the front end sections of a new CIP project, South Beaches Regional WRF Improvements, and have been modeled after the most recent set of approved contract sections. One exception is a new Section 01568 suggested by our design engineer. This contract is now ready for your review and approval.

As usual, all but one of these files have been prepared with Microsoft Word. As encouraged by the Purchasing Services Office, our intent is to produce pdf files of all of these, after review and approval, so that electronic sets of the bid documents may be produced for distribution to prospective bidders.

Thanks for your assistance with this new contract. If you have any questions, please contact me.

Craig Helpling  
Project Manager  
Brevard County Utility Services



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972

September 29, 2015

MEMORANDUM

TO: Tom Rosenberg, Budget Office Director

RE: Item I.A.4., Discussion and Adoption of the County's Final Budget Resolution for FY 2015-2016

The Board of County Commissioners, in special session on September 28, 2015, adopted Resolution No. 15-168, establishing the final budget for FY 2015-2016. Enclosed is a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Finance

**ITEM I.A.4., DISCUSSION AND ADOPTION OF THE COUNTY'S FINAL BUDGET RESOLUTION FOR FY 2015-2016**

**Meeting 9/28/2015 5:30 PM**

	<b>Vote Results</b>	
Robin Fisher	Voter	Yes/Aye
Jim Barfield	Voter	Yes/Aye
Trudie Infantini	Voter	No/Nay
Curt Smith	Second	Yes/Aye
Andy Anderson	Mover	Yes/Aye

**September 28, 2015 5:30 PM** — Adopted

Chairman Fisher called for a public hearing for discussion and adoption of the County's Final Budget resolution for FY 2015-2016.

Stockton Whitten, County Manager, stated the Budget Office personnel will read into the record the resolution adopting the County's total budget for FY 2015-2016; and following the reading of the resolution, it is recommended that the Chairman entertain a motion for approval of that resolution.

Tom Rosenberg, Budget Office Director, read into the record, "A resolution to adopt a final budget pursuant to Chapter 200, Florida Statutes, authorizing the Board of County Commissioners to adopt the final operating and capital budget for Fiscal Year 2015-2016 and providing for an effective date. The Board of County Commissioners of Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, in the amount of \$1,035,192,411.

There being no further comments, the Board adopted Resolution No. 15-168, establishing the final budget for FY 2015-2016.

RECEIVED

SECTION 00500

MAY 12 2016

CONTRACT

UTILITY SERVICES

THIS CONTRACT, made and entered into this 27<sup>th</sup> day of April, 2016, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and L7 Construction, Inc., a Florida Corporation doing business at 4380 St. Johns Pkwy, Suite 140, Sanford, FL 32771 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**South Beaches Regional WRF Improvements**

as prepared by Quentin L. Hampton Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Six Hundred Fifty Five Thousand Nine Hundred Twenty Seven Dollars (\$655,927).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 360 days after the date specified in the Notice to Proceed.

MAY 12 2016

UTILITY SERVICES

## 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

## 1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

RECEIVED

MAY 12 2018

UTILITY SERVICES

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

MAY 12 2016

1.07 ADDITIONAL BOND

UTILITY SERVICES

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

MAY 12 2016

UTILITY SERVICES

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:



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

Board of County Commissioners of  
Brevard County, Florida (Owner)

By: *J. Barfield*  
 \_\_\_\_\_  
 Jim Barfield, Chairman

Date: \_\_\_\_\_

Seal

As approved by the Board on:

\_\_\_\_\_ September 28, 2015 \_\_\_\_\_

\_\_\_\_\_ L7 Construction, Inc. \_\_\_\_\_  
Contractor

Date: 5/1/16 \_\_\_\_\_

By: BRETT LEFEVER \_\_\_\_\_  
(Printed Name)

Signature: *Brett Lefever* \_\_\_\_\_

Title: PRESIDENT \_\_\_\_\_

Reviewed for legal form and content:

*[Signature]*  
 \_\_\_\_\_  
 (Assistant) County Attorney

\_\_\_\_\_ (Seal)

(\*) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

MAY 12 2016

UTILITY SERVICES

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Seminole

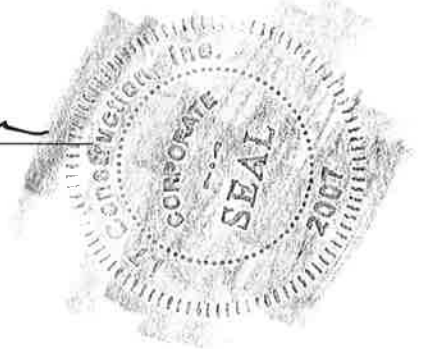
I HEREBY CERTIFY that a meeting of the Board of Directors of L7 construction, a Corporation under the laws of the State of Florida, held on October 1<sup>st</sup>, 2015, the following resolution was duly passed and adopted:

“RESOLVED, that Brett Lefever, as Acting President of the Corporation, be and he is hereby authorized to execute the Contract dated April 27, 2016, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 1<sup>st</sup> day of May, 2016.

Naik Gupta  
Secretary



END OF SECTION

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 28<sup>th</sup> day of April, 2016, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and Maxwell Contracting, Inc., a Florida Corporation doing business at P.O. Box 820, Cocoa, Florida 32923-0820 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**North Brevard Asbestos Cement Water Main Replacement – Phase II**

as prepared by Atkins North America, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of One Million Six Hundred Fifty One Thousand Nine Hundred Twenty Nine Dollars (\$1,651,929).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 270 days after the date specified in the Notice to Proceed.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

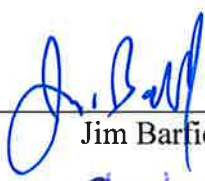
IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

  
Scott Ellis, Clerk

Seal

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
Jim Barfield, Chairman

Date: 9/28/15

As approved by the Board on:  
September 28, 2015  
~~April 28, 2016~~

Maxwell Contracting, Inc.

Contractor

Date: April 28, 2016

By: Bryan L. Maxwell  
(Printed Name)

Signature: 

Title: President

Reviewed for legal form and content:

  
(Assistant) County Attorney

\_\_\_\_\_(Seal)

(\* In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Brevard

I HEREBY CERTIFY that a meeting of the Board of Directors of Maxwell Contracting, Inc., a Corporation under the laws of the State of Florida, held on April 28, 2016, the following resolution was duly passed and adopted:

“RESOLVED, that Bryan L. Maxwell, as \_\_\_\_\_ President of the Corporation, be and he is hereby authorized to execute the Contract dated April 28, 2016, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 28th day of April, 2016.

  
Secretary Renee L. Maxwell

END OF SECTION



BOARD OF COUNTY COMMISSIONERS

Utility Services Department


2725 Judge Fran Jamieson Way

Building A, Room 213

Viera, Florida 32940

## Inter-Office Memo

TO: Commissioner Jim Barfield, Chairman

FROM: James Helmer, Utility Services Director 

DATE: June 1, 2016

SUBJ: Execution of Utility Services CIP Construction Contract:  
North Brevard Asbestos Cement Water Main Replacement – Phase II  
Bid No. B-7-16-59

On September 28, 2015, the Brevard County Board of County Commissioners voted to approve the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2016. After bids were opened for the project referenced above, Maxwell Contracting, Inc. was confirmed to be the lowest responsive and responsible, pre-qualified bidder.

Accordingly, the contractor was asked to execute the original contract documents, provide the required performance and payment bonds, and provide insurance certificates fulfilling the contract requirements. The Risk Manager was then asked to review the insurance certificates for compliance. The County Attorney, prior to bid advertisement, had been asked to approve the contract, and has now signed each original contract copy as required. The approvals of both the Risk Manager and the County Attorney are also documented on the attached copy of the Initial Contract Form.

Attached, please find five (5) original copies of the contract for the project. Prior to contract execution, this contract was approved by the County Attorney. Please execute each original where indicated. Upon completion, please return all of the originals to this Department and we will forward them to the Clerk for attestation.

If you have any questions, please notify me at 633-2091. Thank you for your assistance.

Attachments

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: Maxwell Contracting, Inc.	
2. Fund/Account #: 4157/365335	3. Division Name: Utility Services Department
4. Contract Description: North Brevard Asbestos Cement Water Main Replacement – Phase II, Bid No. B-7-16-59	
5. Contract Monitor: Jennifer Thomas	6. Mail Stop #: 81
7. Dept/Office Director: James Helmer, Director	8. Class Code: ZCON
ACTION DATE:	ACTION REQUIREMENT:

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	_____	<u><i>JKL</i></u>	<u>5/16/16</u>
Risk Management	<u>✓</u>	_____	<u><i>ML</i></u>	<u>5/17/2016</u>
County Attorney	<u>X</u>	_____	<u>see attached</u>	<u>02/12/2016</u>
User Agency	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Contracts Administration and the contract will be entered into the Contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

**Callard, Owen**

---

**From:** Yuan, Diana  
**Sent:** Friday, February 12, 2016 9:13 AM  
**To:** Callard, Owen  
**Cc:** Cummings, Cathleen  
**Subject:** RE: North Brevard Water System Asbestos Cement Water Main Replacement - Phase II Contract Review

Owen,

This contract is approved for legal form and content.

Diana E. Yuan, Esq.  
Assistant County Attorney  
Brevard County Attorney's Office  
2725 Judge Fran Jamieson Way, Suite 308  
Viera, FL 32940  
Telephone: 321/633-2090  
Fax: 321/633-2096  
[diana.yuan@brevardcounty.us](mailto:diana.yuan@brevardcounty.us)

**Please note: The State of Florida has a broad public records law. Most written communications to or from county employees regarding county business are public records available upon request to the public and media. Your e-mail communications may therefore be subject to public disclosure.**

---

**From:** Callard, Owen  
**Sent:** Tuesday, February 02, 2016 3:45 PM  
**To:** Knox, Scott L  
**Cc:** Yuan, Diana; Cummings, Cathleen; Helmer, Jim E; Kean, Don; Mclester, Jonathan L; Helpling, Craig L  
**Subject:** North Brevard Water System Asbestos Cement Water Main Replacement - Phase II Contract Review

Mr. Knox,

This afternoon I placed 51 files in the County Attorney's Office Outlook public folder, under the subfolders 'CAO Contract Review' and 'Callard'. These files make up the Division 0 and Division 1 sections of our latest CIP construction project, "NORTH BREVARD WATER SYSTEM ASBESTOS CEMENT WATER MAIN REPLACEMENT - PHASE II". They have been modeled after the most recent set of approved contract sections.

All of these files have been prepared with Microsoft Word, except for one. Section 00420 includes a standard AIA document that is the same for each project, so that section was prepared as a pdf file. As required by the Purchasing Services Office, we will again produce pdf files of all of these, after your review and approval, so that electronic sets of the bid documents may be produced for distribution to prospective bidders.

Thanks for your assistance with this new contract. If you have any questions, please contact me.

Owen Callard

**Owen Callard**  
Construction Coordinator  
Brevard County Utility Services Department  
2725 Judge Fran Jamieson Way, A-213



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972

September 29, 2015

**MEMORANDUM**

TO: Tom Rosenberg, Budget Office Director

RE: Item I.A.4., Discussion and Adoption of the County's Final Budget Resolution for FY 2015-2016

The Board of County Commissioners, in special session on September 28, 2015, adopted Resolution No. 15-168, establishing the final budget for FY 2015-2016. Enclosed is a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Etheridge".

Tammy Etheridge, Deputy Clerk

Encl. (1)

cc: Finance

**ITEM I.A.4., DISCUSSION AND ADOPTION OF THE COUNTY'S FINAL BUDGET RESOLUTION FOR FY 2015-2016**

**Meeting** 9/28/2015 5:30 PM

		<b>Vote Results</b>
Robin Fisher	Voter	Yes/Aye
Jim Barfield	Voter	Yes/Aye
Trudie Infantini	Voter	No/Nay
Curt Smith	Second	Yes/Aye
Andy Anderson	Mover	Yes/Aye

**September 28, 2015 5:30 PM** — Adopted

Chairman Fisher called for a public hearing for discussion and adoption of the County's Final Budget resolution for FY 2015-2016.

Stockton Whitten, County Manager, stated the Budget Office personnel will read into the record the resolution adopting the County's total budget for FY 2015-2016; and following the reading of the resolution, it is recommended that the Chairman entertain a motion for approval of that resolution.

Tom Rosenberg, Budget Office Director, read into the record, "A resolution to adopt a final budget pursuant to Chapter 200, Florida Statutes, authorizing the Board of County Commissioners to adopt the final operating and capital budget for Fiscal Year 2015-2016 and providing for an effective date. The Board of County Commissioners of Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, in the amount of \$1,035,192,411.

There being no further comments, the Board adopted Resolution No. 15-168, establishing the final budget for FY 2015-2016.

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 27<sup>th</sup> day of April, 2016, by and between the Brevard County, Florida Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the Owner), and CORE Engineering & Construction, Inc., a Florida Corporation doing business at 1020 Railroad Avenue, Winter Park, Florida 32789 (hereinafter called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled,

**Barge Canal Force Main**

as prepared by HDR Engineering, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.

1.02 THE CONTRACT SUM

- A. The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, as follows:
- B. Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is a part of these Contract Documents, the aggregate amount of this Contract is the sum of Five Hundred Eighty Nine Thousand Four Hundred Fifty Dollars (\$589,450).

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within 10 calendar days after the start of the Contract Time identified on the Notice to Proceed.
- B. The Contractor shall prosecute the Work with faithfulness and diligence and shall complete the Work no later than 120 days after the date specified in the Notice to Proceed.

#### 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that Contractor has carefully examined the surface of the site and has made sufficient reasonable test holes, or other surface and subsurface investigations and is fully satisfied that said site is a correct and suitable one for this work and Contractor assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and Contractor's Surety.
- B. Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner and such decision shall be final and binding upon all parties. If the ambiguity or uncertainty could have been identified during the Bidding process, such discrepancy or inconsistency shall not serve as a claim for additional time or money.
- C. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, or by any agent or representative as being in compliance with the terms of this Contract or with the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, or the Drawings and Specifications covering said work; and that the Owner may require the Contractor and Surety to strictly comply with this Contract and the Drawings and Specifications; and that the Owner may require the Contractor and the Surety to repair, replace, restore any and all of said work and materials which within a period of two years from and after the date of the acceptance of work are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to material or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor or Contractor's Surety, immediately after Notice to either repair or replace any such defective materials and workmanship shall entitle the Owner, if the Owner sees fit, to replace or repair the same and recover the reasonable cost of such replacement or repair from the Contractor and Surety who, shall in any event be jointly and severally liable to the Owner by reason of the Contractor's breach of this Contract or Contractor's failure to comply strictly with this Contract and with the Drawings and Specifications.

#### 1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project, as that term is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed, a written addendum setting forth a reasonable date by which the Contractor must realize Substantial Completion shall be executed by the Contractor and the Owner. The reasonable Substantial Completion date set forth in the addendum shall be determined by the Owner's Engineer after consultation with the Contractor.**

On the Substantial Completion date, or such revised Substantial Completion date of the Project as may occur because of an authorized written Change Order of contract time for Substantial Completion, all essential elements of the Project must be ready for their intended use. Therefore, the agreed upon liquidated damages for failure to substantially complete the essential elements of the Project by the Substantial Completion date shall be \$100.00 per day for each calendar day of delay in the Substantial Completion of the work, beyond the Substantial Completion date, up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

- B. The liquidated damages for delay in the completion or construction of non-essential elements of the Project after the date of Substantial Completion is fixed at \$75.00 per calendar day.
- C. Final completion must occur within 14 days after the Project is deemed substantially complete by the Owner's Engineer. The liquidated damages for delay of final completion of the Project beyond the established date are fixed at \$50.00 per calendar day.
- D. This liquidated damages clause applies only to delay claims arising out of the Contractor's failure to timely perform the work required under the Contract. Nothing in this liquidated damages provision shall be deemed to preclude the prosecution of a claim for actual damages involving defects in the work, breach of contract or any other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.
- E. For each day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the Contract or as increased by an authorized written Change Order, the sum per day set forth in the applicable subparagraph A, B or C above, shall be deducted from any moneys due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount of these deductions are to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the completion time specified in subparagraph A, B or C, whichever is applicable, and such deductions are not to be considered as penalties.

#### 1.06 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- A. The Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, pursuant to provisions of Section 219.70, Florida Statutes, Florida Prompt Payment Act, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner. The Owner shall not be responsible for payment to the Contractor for delays.
- B. Upon receipt of the payment bond Surety's written consent to the release of final payment to the Contractor who has furnished and recorded a payment bond and after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Contract shall be made within twenty (20) days after completion by

the Contractor of all work covered by this Contract and acceptance of such work by the Owner. If the payment bond surety serves a written revocation of consent to payment or a written direction that the COUNTY withhold a specified amount from a payment, the COUNTY shall withhold from the final payment the amount specified by the payment bond Surety.

1.07 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Performance and Payment Bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the Contractor shall, at Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

1.08 CONTRACT DOCUMENTS

- A. The Contract Documents are those referenced in Section 00700 of the Contract in Article 1 entitled "Definitions", as set forth in the Instructions to Bidders, which may or may not be attached hereto, and such contract documents also include any approved and fully executed change or task orders. All of the above described contract documents are incorporated as a part of this Contract as if set forth in full herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the dates indicated below:\*

Attest:

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

Board of County Commissioners of  
Brevard County, Florida (Owner)

By:   
\_\_\_\_\_  
Jim Barfield, Chairman

Date: May 17, 2016

Seal

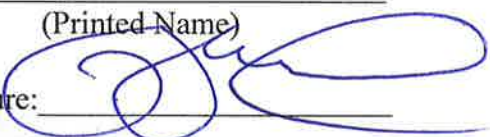
As approved by the Board on:

September 28, 2015

CORE Engineering & Construction, Inc.  
Contractor

Date: April 29, 2016

By: Paul Goldsmith  
(Printed Name)

Signature: 

Title: President

\_\_\_\_\_  
(Seal)

Reviewed for legal form and content:

  
\_\_\_\_\_  
(Assistant) County Attorney



(\* ) In the event that the Contractor is a Corporation, there shall be attached to the Contract a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE

STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that a meeting of the Board of Directors of CORE Engineering & Construction, Inc., a Corporation under the laws of the State of Florida, held on March 1, 2004, the following resolution was duly passed and adopted:

“RESOLVED, that Paul Goldsmith, as President of the Corporation, be and he is hereby authorized to execute the Contract dated April 27, 2016, between BREVARD COUNTY, FLORIDA, and this Corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 29th day of April, 2016.

  
Secretary

END OF SECTION

**GENERAL REVENUE AGREEMENT  
BETWEEN  
BREVARD COUNTY  
AND  
CIRCLES OF CARE, INC.**

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 **Circles of Care, Inc.**, a business having its primary business location at **400 East Sheridan Road, Melbourne, FL 32901**, (hereinafter the Contractor).

WITNESSETH:

**WHEREAS**, the County is desirous of obtaining the services of a **Baker Act Mental Health Services 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 THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (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, 2015**, and continue through **September 30, 2016**.

3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$1,748,507.00** as identified in **Itemized Costs Budget (Attachment B)**. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Conditions and Methods of Compensation (Attachment C)**, to this Agreement and made a part of this Agreement by this reference. All invoices are due on the 20<sup>th</sup> or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Request for Reimbursement Form (Attachment D)** to request payment. The Contractor shall request reimbursement on a **quarterly** basis as provided. The **Performance and Measurable Outcome Report (Attachments E)** 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 the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor'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 Contractor that payment of any portion thereof should be withheld.

**The Contractor's final Request for Reimbursement is due on October 20, 2016.**

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, 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 Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor 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. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. **INDEMNIFICATION:** The Contractor 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 Contractor, or anyone directly or indirectly employed by the Contractor, 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 Contractor, or anyone for whose acts any of them may be liable, 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 the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor 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 Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. **INSURANCE:** The Contractor shall keep in force and at all times maintain during the term of this Agreement:

(a). **General Liability Insurance:** General Liability with combined single limits of not less than One Million Dollars \$1,000,000 for Bodily Injury and Property Damage per accident.

(b). **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.

(c). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(d). **Professional Liability Insurance:** In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance requirements, the contractor shall also be protected by a Professional Liability Insurance Policy, with limits of not less than One Million Dollars \$1,000,000.00.

(e). **Insurance Certificates:** The Contractor 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. Said Liability Policies shall provide that the County be an additional insured and that 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.

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:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must 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 agrees to defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Contractor.

12. **VENUE:** 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:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the 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 is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in paragraph 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor 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 Contractor 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 Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor 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 Contractor for a period of five (5) 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 Contractor in the United States or any other country. All records or documents created by the County or provided to **Circles of Care, Inc.** by the County in connection with activities or services provided by The **Circles of Care, Inc.** under the terms of this agreement, are public records and **Circles of Care, Inc.** 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 **Circles of Care, Inc.** is a local government or a non-profit organization as defined in 2 CFR Part 200 Subpart F, as revised, and in the event that **Circles of Care, Inc.** expends \$750,000 or more in Federal awards in its fiscal year, **Circles of Care, Inc.** must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 CFR Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, **Circles of Care, Inc.** 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 CFR Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 CFR Part 200 Subpart F, as revised, if applicable, **Circles of Care, Inc.** shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to meet the audit

deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department  
Ian Golden, Director  
2725 Judge Fran Jamieson Way, Building B  
Viera, Florida 32940

The Contractor 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 Contractor is requested to 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 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) 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 (3) 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 Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County will deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor'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 Contract.

(d). **REPORTS:** The Contractor shall submit **quarterly** reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using **Performance & Measurable Outcome Reports Form (Attachment E)** and **Evaluation Plan (Attachment F)** to assist the County in determining whether measurable outcomes are being met. **All reports are due on the 20<sup>th</sup> or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement.** Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or failure to submit required **quarterly** reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Contractor 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 (INA). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **CONFLICT OF INTEREST:**

(a). The Contractor 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 Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c). The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d). No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

21. **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 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 s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **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 and be approved 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.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors 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 (3) 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 paragraph (2) above; and

(d). Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e). Circles of Care, Inc. has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension Circles of Care, Inc. will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

24. **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.

25. **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.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

- |                       |                                                   |
|-----------------------|---------------------------------------------------|
| <b>Attachment A:</b>  | <b>Scope of Service</b>                           |
| <b>Attachment A1:</b> | <b>Program Logic Model</b>                        |
| <b>Attachment B:</b>  | <b>Itemized Budget</b>                            |
| <b>Attachment C:</b>  | <b>Conditions and Methods of Compensation</b>     |
| <b>Attachment D:</b>  | <b>Request for Reimbursement Form</b>             |
| <b>Attachment E:</b>  | <b>Performance and Measurable Outcome Reports</b> |
| <b>Attachment F:</b>  | <b>Evaluation Plan</b>                            |

27. **NOTICE:** Please notify the County if your organization is experiencing any (key) programmatic turnover. Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: David L. Feldman, Chief Financial Officer, Circles of Care, Inc., East Sheridan Road, Melbourne, FL. 32901.

SPACE LEFT BLANK INTENTIONALLY

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: Becky Behl-Hill  
Becky Behl-Hill, Assistant County Attorney

Date: 9/28/15

**ATTEST:**

Scott Ellis  
Scott Ellis, Clerk

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

Robin Fisher  
Robin Fisher, Chairman  
Date: \_\_\_\_\_

As approved by the Board on: 9/28/15

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

David L. Feldman, Chief Financial Officer  
Name & Title, Typed or Printed

Circles of Care, Inc.  
Name of Company

400 East Sheridan Road  
Mailing Address

Melbourne, FL 32901  
City, State, Zip Code

(321) 722-5290  
Area Code/Telephone Number

## ATTACHMENT A Scope of Services

**NAME OF PROGRAM: BAKER ACT MENTAL HEALTH SERVICES**

**SCOPE OF SERVICE:**

Circles of Care, as the premier behavioral healthcare provider in Brevard County, offers a wide array of services to meet the mental health and substance abuse treatment needs of local citizens. Over 9,000 residents receive services annually under the provisions of the Baker Act. Specifically, the following departments coordinate services within the program to effectively treat and maintain individuals that represent an imminent threat to self or others due to acute mental illness or severe and persistent mental illness in the least restrictive environment.

**Harbor Pines**

Harbor Pines is a 50-bed inpatient psychiatric crisis stabilization unit. This department primarily treats indigent clients who meet the criteria in the Florida Mental Health Act (Baker Act). Clients are screened by an Intake Counselor and admitted on either a voluntary or involuntary basis. This unit has high utilization, high occupancy and is a cornerstone of the public mental health system.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/  
COST CENTER: Crisis Stabilization Unit  
B. PROGRAM NAME: Harbor Pines
3. ADDRESS: 880 Airport Blvd  
Melbourne, FL 32901
4. DIRECTOR/COORDINATOR  
PHONE: Norris Cunningham, RN  
(321) 914-0626
5. GEOGRAPHIC AREAS SERVED: Brevard County (Region C, Circuit 18)
6. DAYS/HOURS OF OPERATION: 24 hours/day; 7 days/week
7. POPULATION GROUPS SERVED: Clients experiencing acute psychiatric emergencies including those who have been civilly committed
8. A. STATEMENT OF WORK  
Philosophy: The philosophy of the Harbor Pines Unit is to provide crisis stabilization services and involuntary examinations in a humane manner that preserves the safety of the individual and others while regarding the rights of the individual.

Target population: The target population is those Brevard County adults who have been identified for involuntary examination under the Baker Act and those individuals who apply for voluntary admission after a determination of need is made.

Length of program: The length of the program depends upon the clinical need of the client. The median length of stay for agency's fiscal year ending June 30, 2014 was three (3) days.

Services: The crisis stabilization service is offered twenty-four hours a day, seven days a week because of the inpatient nature of the program. The program includes such key components as psychiatric evaluation, physical examination, nursing assessment and care, group therapy, social work services and recreation.

Census: The Harbor Pines Unit has a total licensed bed capacity of 50 beds. The average daily census for last fiscal year was 43.4 days.

Goals: The goals of the program are to fulfill the public receiving facility mandate. More specifically, the goals are to evaluate, treat, and recommend follow up care for adults with mental illness who have been admitted.

Other: Assessment begins and continues from the time of admission. Good assessment of the disability and the resources of the client are necessary to efficient functioning. Formal assessments are made by the psychiatrist, the social worker, and the nurse assigned to the client's treatment team. A plan of care is devised and the client's progress is assessed daily during rounds.

Treatment and education are the major interventions to resolve the crisis precipitating admission and to arm the client with coping strategies for the future. Psychotropic medication is frequently prescribed based on individual needs. Group and individual counseling are topical and oriented to coping skill training. Education about chronic illnesses, the role of medication, and substance abuse are provided.

Discharge planning begins with the initial assessments by identifying the resources necessary to support the return to community living. Consultation with family and relatives is important to educate them and solicit their support for their client. Referrals are made to a wide variety of community-based services to support the aftercare plan designed with the client.

- B. METHOD OF SERVICE PROVISION The program hours are 24 hours per day, seven days per week. Referrals may be made by initiating the appropriate involuntary examination forms or by calling or walking into the Intake Service Office at 880 Airport Blvd, Melbourne, Florida. An evaluation prior to assessment is made in Intake Services to determine if Baker Act criteria have been met. Treatment planning is multidisciplinary. Records are stored in the Medical Records Department of Circles of Care. Supervision of each client's care is under the direction of the treating psychiatrist who is responsible to the Chief of Medical Staff.

During the time of stay on the unit, the clients will be evaluated by case management to determine if they meet criteria for case management services. Groups and individual sessions are scheduled to carry out activities of daily living, problem solving, and coping skills. Attention is directed to the importance of medication compliance in the recovery process.

Discharge criteria are legal and clinical in nature, evaluated on a case-by-case basis and applied in the judgment of the treating psychiatrist. When criteria are met, as established by an interview with the client conducted by the psychiatrist, the psychiatrist writes his/her discharge recommendations and discharge prescriptions (if any). The social worker makes the aftercare

arrangements, such as, clinic appointments, transportation and family contact. The nurse goes over the discharge information and gives education to the client about his/her condition, medications and appointments.

### **Child Crisis Stabilization Unit**

The Child Crisis Stabilization Unit (CCSU) is a 16-bed locked unit designed to meet the needs of children and adolescents who are residents of Brevard and surrounding counties. The CCSU is staffed by highly qualified practitioners and is directed by a physician who specializes in child psychiatry. This unit also serves as the County's Baker Act Receiving facility for children and adolescents.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/  
COST CENTER Child Crisis Stabilization
- B. PROGRAM NAME: Child Crisis Stabilization Unit
3. ADDRESS: 400 East Sheridan Road  
Melbourne, FL 32901
4. DIRECTOR/COORDINATOR: Elizabeth Steidl, RN  
PHONE: (321) 726-2895
5. GEOGRAPHIC AREAS SERVED: Brevard County (Region C, Circuit 18)
6. DAY/HOURS OF OPERATION: 24 hours/day; 7 days/week
7. POPULATION GROUPS SERVED: Children and adolescents
8. A. STATEMENT OF WORK

Philosophy of the program: Each client will be treated in the least restrictive manner, in the context of their family, and returned to the community as soon as possible.

Target population: Child and adolescents from (Region C, Circuit 18) who meet Baker Act admission criteria for involuntary or voluntary admissions.

Length of program: This unit's mission is crisis stabilization; therefore, it is anticipated that the length of stay will be short term. Clinical criteria will be used to determine discharge from the program.

Services: Each client will receive:

- A physical examination within 24 hours of admission to diagnose health problems.
- A comprehensive nursing assessment,
- Psychotherapeutic services will be performed by qualified staff members. These services may include, as prescribed in the treatment plan, individual, group and/or family therapy.
- Activities to address the leisure, recreational and exercise needs of the clients will be provided.

- Therapeutic milieu will be designed to offer structure and emotional support to clients.

Census: The bed capacity of the unit is 16.

Goals of the program: Crisis stabilization goals are to reduce the acute symptomatology precipitating admission and to enlist the support of family and community resources to permit discharge in a timely manner.

**B. METHODS OF SERVICE PROVISION**

Hours of operation: 24 hours a day/7 days a week

Referral: At the time of discharge, referral for follow-up care will be made.

Assessment: Upon admission, a physical examination, a psychiatric examination, and a nursing assessment are obtained. Within 72 hours a psychosocial history is obtained. Other laboratory or psychological tests may be ordered by the psychiatrist in charge of the case.

Client orientation: The mental health technician, in the admission process, will orient the client to the unit. Each client will receive a handbook with rules and rights regarding the unit.

Record maintenance: Medical records will be stored on the unit in the nurses' station while the client is in active treatment. Upon discharge, they will be stored in central medical records.

Treatment planning: Initial treatment planning will be performed by the medical staff, including the psychiatrist and RN staff. Multidisciplinary input to the treatment plan will be added as assessments are made and treatment needs identified.

Clinical supervision: Dr. Arpana Kopuri, Board Certified Child Psychiatrist, will be responsible for the clinical supervision.

Discharge: Discharge will be based on legal and clinical criteria.

**Medical Outpatient Clinics**

The first line of treatment for many behavioral health conditions is medication because there are biological abnormalities underlying the symptoms. Hospitalized patients are followed up in the clinics to insure they are getting maximum clinical results with minimal side effects in the long-term management of their conditions. Other patients may be referred when they experience an acute episode of depression or anxiety as well as a myriad of less frequent conditions. Expert psychiatric evaluation and the short-term treatment of these conditions are common. The clinics are located in all three major geographic areas of the County and are staffed by qualified psychiatrists. Both children and adults are seen in these clinics.

1. AGENCY NAME: Circles of Care, Inc.
2. A. PROGRAM SERVICE COMPONENT/  
COST CENTER: Medical Outpatient
- B. PROGRAM NAME: Medication Clinics

3. ADDRESS: 2020 Commerce Drive  
Melbourne, Florida
4. DIRECTOR/COORDINATOR: Jose Alvarez, M.D., Medical Director  
Barry L. Hensel, Ph.D., Administrative Director  
PHONE: 321/722-5200 or 321-952-6000
5. GEOGRAPHIC AREAS SERVED: (Region C, Circuit 18)/Brevard County
6. DAYS/HOURS OF OPERATION: Monday-Friday, 8:30 a.m.-5 p.m., after these hours  
call 914-0640.
7. POPULATION GROUPS SERVED: Mentally ill who need or who are being maintained  
on psychotropic medications

8. A. STATEMENT OF WORK The philosophy of the program is based on two major ideas. The central premise of this work is the idea that mental disorders, especially the major mental disorders of mood and thought, have their etiology in the biological functioning of the individual. As a natural consequence of this idea, treatment with psychotropic medications is the way to treat these conditions. Although psychosocial factors may be involved to varying degrees, the behavioral and symptomatic expression of mental disorders can effectively be treated first by medication.

The second idea that forms the basic philosophy of these clinics is that monitoring the effects of medication is important so as to be able to titrate the dosage for the individual client to achieve maximum clinical efficacy with minimum side effects. Many visits to the clinic follow an episode of hospital care or are planned to manage a chronic illness such as schizophrenia. Ongoing care is the principal for these chronic conditions.

The target population includes chronically and persistently mentally ill clients, clients being discharged from Harbor Pines or the CCSU, clients being seen in outpatient counseling and clients from the community. Length of time in the program is determined by the clinical need of the client.

The services provided are initial psychiatric evaluations for the prescription of psychotropic medication and follow up visits to check and, if necessary, adjust the medication based on clinical response. The goals of the program are to safely maintain a client on their prescribed medication and to permit clients to stay out of more restrictive service settings within the limits of this type of treatment. The clinic is open from 8:30 to 5:00 daily.

- B. METHOD OF SERVICE PROVISION When clients are referred, or call in for services, which are the two basic ways to access services, an appointment is scheduled for a psychiatrist to perform a psychiatric evaluation that identifies target symptoms that can be managed with medication. Dosage of the medication needs to be titrated to the individual's biochemistry so there is symptom reduction at the lowest dosage level. A medical cost benefit judgment is being offered by the psychiatrist based on this evaluation. After the initial evaluation and prescription, follow-up visits are necessary to evaluate the efficacy of the medication, to monitor the client for side effects, to change or discontinue medication as necessary, and to educate the patient about the need for complying with the medication. If psychological problems are in need of attention, the psychiatrist will refer the client to a case manager or outpatient counselor. Evaluations and medication visits are also provided by a licensed ARNP under the supervision

of a credentialed psychiatrist as dictated by State statute and Circles of Care's medical staff policies.

Records are maintained at this facility for easy access. The treatment plan is ordered by the psychiatrist and the discharge readiness is based on the psychiatrist's judgment. The psychiatrist in charge of the case is supervised by the Chief of Medical Staff. Clinics are available at 1770 Cedar Street, Rockledge, 6700 U.S. Highway One, Titusville, and 2020 Commerce Drive, Melbourne.

## ATTACHMENT A-1 – PROGRAM LOGIC MODEL

Agency Name: Circles of Care, Inc.

Program Name: Baker Act Mental Health Services

Focused Care Area: Brevard County

Have you made any changes to the program logic model?  Yes  No Date Revised: 10/05/2014

RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES	GOALS
<ul style="list-style-type: none"> <li>• Executive Director</li> <li>• Chief of Medical Staff</li> <li>• 125 FTEs (including medical, licensed, other clinical, and non-degreed staff)</li> <li>• Adult Crisis Stabilization Unit (50 licensed beds)</li> <li>• Child Crisis Stabilization Unit (16 licensed beds)</li> <li>• 10,000 sq. ft. Outpatient Medical Facility (Melbourne)</li> <li>• 6,000 sq. ft. Outpatient Medical Facility (Rockledge)</li> <li>• 6,000 sq. ft. Outpatient Medical Facility (Titusville)</li> <li>• Central Florida Cares Health System</li> <li>• Brevard County Housing and Human Services</li> </ul>	<ul style="list-style-type: none"> <li>• 24 Hour Emergency Screening and Referral Services for Voluntary and Involuntary mental health patients</li> <li>• Inpatient Psychiatric Services providing treatment under the supervision of a licensed physician who is Board eligible or Board Certified in Psychiatry</li> <li>• Outpatient Medical Services including medication management and evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• Quarterly report of inpatient discharges</li> <li>• Quarterly report of outpatient medical units</li> <li>• 9,000 unduplicated clients served annually</li> <li>• 14,000 outpatient medical service hours, annually</li> <li>• 3,500 inpatient discharges, annually</li> </ul>	<ul style="list-style-type: none"> <li>• The median length of stay for inpatient admissions will be no more than four (4) days (Reported quarterly and based upon the inpatient discharges during the quarter).</li> <li>• 65% of inpatient clients served will live in a stable housing environment (based upon the numbers reported in Outcome #1 for each quarter).</li> <li>• At least 65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record during the fiscal year.</li> </ul>	<ul style="list-style-type: none"> <li>• Contribute to public safety by stabilizing Brevard County residents with mental illness who represent an imminent danger to self/others in the least restrictive environment.</li> <li>• Reduce the inpatient recidivism of severe and acute episodes of mental illness and severe and persistent episodes of mental illness</li> </ul>

**ATTACHMENT B**  
**ITEMIZED YEAR BUDGET 10/1/2015 – 9/30/2016**

**NAME OF ORGANIZATION: CIRCLES OF CARE, INC.**

**NAME OF PROGRAM: BAKER ACT MENTAL HEALTH SERVICES**

<b>BUDGETED SERVICE</b>	<b>BUDGET AMOUNT</b>
<b>Salaries and Benefits:</b> % of 125.0 FTE's to provide baker act mental health services for clients (provides match for 26 Baker Act beds).	<b>\$1,748,507</b>
<b>TOTAL</b>	<b>\$1,748,507</b>

**ATTACHMENT C**  
**CONDITIONS AND METHOD OF COMPENSATION**  
**CIRCLES OF CARE, INC. – BAKER ACT/MENTAL HEALTH SERVICES**

The Contractor, Circles of Care, Inc., shall be paid a total sum not to exceed \$1,748,507.00 in General Revenue program funds for the services specified under this agreement. Compensation shall be allowed on a 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 *quarter* and that the Contractor 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, 2016. Any General Revenue program funding covered by this agreement not expended for eligible activities by September 30, 2016, shall revert to the County.

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

**The Contractor shall notify the County in writing within 15 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 Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

**METHOD OF REIMBURSEMENT REQUESTS:** The Contractor 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 Contractor for all approved budgeted costs outlined in the Itemized 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 **quarterly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

**ATTACHMENT D**  
**HOUSING AND HUMAN SERVICES DEPARTMENT**  
**REQUEST FOR REIMBURSEMENT FORM**

REVIEWED BY:

CONTRACT/PROJECT MONITOR: Chris Valdyke

FINANCIAL APPROVAL: \_\_\_\_\_

BUSINESS AREA: 0001 COST CENTER: 200662 G.L. ACCOUNT: 5340000

VENDOR# 004355 P.O.#: \_\_\_\_\_ DOC.#: \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

APPROVED FOR PAYMENT BY: \_\_\_\_\_

AUTHORIZED SIGNATURE

DATE

FUNDING SOURCE:	GENERAL REVENUE
NAME OF ORGANIZATION:	CIRCLES OF CARE, INC.
CONTACT PERSON:	WILLIAM L. VINTROUX VICE PRESIDENT, BUSINEES & FINANCE
PROGRAM ADDRESS:	400 EAST SHERIDAN ROAD, MELBOURNE, FL 32901
MAILING ADDRESS: <i>(if different from program address)</i>	
E-MAIL ADDRESS:	bvintroux@circlesofcare.org
TELEPHONE NUMBER:	(321) 722-5200 or (321) 726-2955
REQUEST DATE:	
REQUEST NUMBER:	
FINAL PAYMENT REQUEST:	YES / NO
FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:	
▪ Salaries and Benefits	\$
▪ TOTAL AMOUNT TO BE PAID	\$
AUTHORIZED SIGNATURE:	

**Period Covers October 1, 2015, to September 30, 2016.**

**REQUEST FOR REIMBURSEMENT / PAGE TWO**

**Salaries and Benefits Expense**

# of Employees	Type of Service	Period Ending (Quarter)	Amount	

Total Amount Expended: \$

Summary:

- ◆ Total Budgeted \$1,748,507.00
- ◆ Total Previous \$ \_\_\_\_\_
- ◆ Total This Request \$ \_\_\_\_\_
- ◆ Remaining Funds \$ \_\_\_\_\_

**YEAR TO DATE EXPENSES:**

Previous Expenses \$ _____	Beginning Budget \$1,748,507.00
Current Expenses \$ _____	Total YTD Expenses \$ _____
Remaining Funds \$ _____	

**REQUEST FOR REIMBURSEMENT / PAGE THREE**

#	Date of Request	Amount Requested	Expended YTD	% YTD	Balance
					\$1,748,507.00
1					
2					
3					
4					

**ATTACHMENT E**  
**CIRCLES OF CARE, INC.**  
**BAKER ACT MENTAL HEALTH SERVICES**

**BREVARD COUNTY**  
**HOUSING AND HUMAN SERVICES DEPARTMENT**  
**PERFORMANCE AND MEASURABLE OUTCOME REPORTS**  
*(Reports must be submitted with each Request for Reimbursement)*

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Is the program(s) meeting its expenditure goals? Yes \_\_\_ No \_\_\_

If no, provide an explanation as to why expenditure goals are not being met and plans for meeting these goals in the future.

\_\_\_\_\_

\_\_\_\_\_

Please state the progress achieved towards accomplishments outlined in your scope of services and/or measurable outcomes.

\_\_\_\_\_

\_\_\_\_\_

Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of services and/or measurable outcomes, and a plan(s) to resolve the problem(s).

\_\_\_\_\_

\_\_\_\_\_

Has your organization experienced any (key) programmatic turnover? Yes \_\_\_ No \_\_\_

If yes, please explain.

\_\_\_\_\_

\_\_\_\_\_

Did the agency leverage funding this quarter? Yes \_\_\_ No \_\_\_

If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

- Labor (hourly rate) \$ \_\_\_\_\_ X \_\_\_\_\_ Hours \$ \_\_\_\_\_
  - Equipment & Supplies \$ \_\_\_\_\_
  - Funding \$ \_\_\_\_\_
  - Etc. \$ \_\_\_\_\_
- Total Leveraged \$ \_\_\_\_\_

How did your agency measure customer satisfaction this month/quarter? \_\_\_\_\_

Please attach a summary of results/tools.

Has your organization provided 211 Brevard with the most current contact and program(s) information? *(Information must be updated every six (6) months).* Yes \_\_\_ No \_\_\_

Is technical assistance needed? Yes \_\_\_ No \_\_\_

If yes, in what area(s)

\_\_\_\_\_

**ATTACHMENT E**  
**CIRCLES OF CARE, INC.**  
**BAKER ACT MENTAL HEALTH SERVICES**

FY 2015-2016 MEASURABLE OUTCOMES	OCT-DEC	JAN-MARCH	APRIL-JUNE	JULY-SEPT	YTD
500 inpatient psychiatric discharges annually.					
1000 unduplicated clients receiving psychiatric services including inpatient, medication management and/or evaluation.					
The median length of stay for inpatient discharges will be no more than four (4) days (based upon the patient discharges, above in Outcome #1).					
5% of inpatient clients served will live in a stable housing environment (Stable Housing ÷ PERF outcomes) <sup>1</sup> .	%	%	%	%	%
5% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record (Unique Patient Outcome ÷ All Patients) <sup>2</sup> .			%	%	%

Signature: \_\_\_\_\_

*Note: Report must be submitted along with your request for reimbursement within 20 calendar days after the end of the month/quarter for which you are requesting reimbursement!!!*

Mental health outcomes measures (PERF) are collected quarterly based on a client's anniversary date. Therefore, only a subset of the patients admitted during a specific quarter receive a PERF as a course of the admission. These PERFs are used to conduct this county Measurable Outcome each quarter. From the available PERFs the % of clients living in a stable housing environment is calculated.

Mental health outcomes measures (PERF) are collected quarterly based on a client's anniversary date. Therefore, only a subset of the patients admitted during a specific quarter receive a PERF as a course of the admission. These PERFs are used to conduct this county Measurable Outcome each quarter. From the available PERFs, the % with at least one mental health outcome during the fiscal year is calculated.

**ATTACHMENT F - EVALUATION PLAN**

**Agency Name:** Circles of Care, Inc.

**Program Name:** Baker Act Mental Health Services

**Focused Care Area:** Brevard County

**Have you made any changes to the evaluation plan?**     **Yes**     **No**    **Date Revised:** 8/27/2013

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SAMPLE SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Maintain median length of stay in a CSU / Inpatient unit to no more than 4 days	The median length of stay for all Baker Act discharges will be no more than 4 days.	Inpatient claims database	Entire population	<ul style="list-style-type: none"> <li>• Monthly data reporting;</li> <li>• Quarterly performance outcome report</li> </ul>
2. Increase the percent of clients who live in stable housing environments (based on post admission assessments)	At least 65% of inpatient clients served will live in a stable housing environment (as a measure of functional status).	Pre/Post Florida Mental Health Outcomes (a standard state of Florida outcome assessment for the Department of Children and Families)	Entire population	<ul style="list-style-type: none"> <li>• Quarterly administration based on patient anniversary date;</li> <li>• Quarterly performance outcome report</li> </ul>
3. Increase the % of clients served who will have at least one corresponding mental health outcome measure record (FL DCF Outcome Measure)	At least 65% of (unduplicated) inpatient clients served will have at least one mental health outcome measure record during the fiscal year.	Pre/Post Florida Mental Health Outcomes (a standard state of Florida outcome assessment for the Department of Children and Families)	Entire population	<ul style="list-style-type: none"> <li>• Quarterly administration based on patient anniversary date;</li> <li>• Quarterly performance outcome report</li> </ul>

**GENERAL REVENUE AGREEMENT  
BETWEEN  
BREVARD COUNTY  
AND  
CROSSWINDS YOUTH SERVICES, INC.**

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 **Crosswinds Youth Services Inc.**, a business having its primary business location at **1407 Dixon Blvd., Cocoa, FL 32922**.

WITNESSETH:

**WHEREAS**, the County is desirous of obtaining the services of a **Brevard County Juvenile Assessment Center**, 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 THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (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, 2015**, and continue through **September 30, 2016**.

3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$208,815.00** as identified in **Itemized Costs Budget (Attachment B)**. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Conditions and Methods of Compensation (Attachment C)**, to this Agreement and made a part of this Agreement by this reference. All invoices are due on the 20<sup>th</sup> or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Request for Reimbursement Form (Attachment D)** to request payment. The Contractor shall request reimbursement on a **monthly** basis as provided. The **Performance and Measurable Outcome Report (Attachments E)** 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 the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor'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 Contractor that payment of any portion thereof should be withheld.

**The Contractor's final Request for Reimbursement is due on October 20, 2016.**

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, 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 Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor 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. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. **INDEMNIFICATION:** The Contractor 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 Contractor, or anyone directly or indirectly employed by the Contractor, 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 Contractor, or anyone for whose acts any of them may be liable, 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 the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor 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 Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. **INSURANCE:** The Contractor shall keep in force and at all times maintain during the term of this Agreement:

(a). **General Liability Insurance:** General Liability with combined single limits of not less than One Million Dollars \$1,000,000 for Bodily Injury and Property Damage per accident.

(b). **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.

(c). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(d). **Professional Liability Insurance:** In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance requirements, the contractor shall also be protected by a Professional Liability Insurance Policy, with limits of not less than One Million Dollars \$1,000,000.00.

(e). **Insurance Certificates:** The Contractor 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. Said Liability Policies shall provide that the County be an additional insured and that 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.

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:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must 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 agrees to defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Contractor.

12. **VENUE:** 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:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the 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 is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in paragraph 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor 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 Contractor 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 Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor 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 Contractor for a period of five (5) 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 Contractor in the United States or any other country. All records or documents created by the County or provided to Crosswinds Youth Services, Inc. by the County in connection with activities or services provided by The Crosswinds Youth Services, Inc. under the terms of this agreement, are public records and Crosswinds Youth Services, Inc. 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 Crosswinds Youth Services, Inc. is a local government or a non-profit organization as defined in 2 CFR Part 200 Subpart F, as revised, and in the event that Crosswinds Youth Services, Inc. expends \$750,000 or more in Federal awards in its fiscal year, Crosswinds Youth Services, Inc. must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 CFR Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, Crosswinds Youth Services, Inc. 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 CFR Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 CFR Part 200 Subpart F, as revised, if applicable, Crosswinds Youth Services, Inc. shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to

meet the audit deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department  
Ian Golden, Director  
2725 Judge Fran Jamieson Way, Building B  
Viera, Florida 32940

The Contractor 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 Contractor is requested to 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 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) 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 (3) 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 Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County will deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor'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 Contract.

(d). **REPORTS:** The Contractor shall submit monthly reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using Performance & Measurable Outcome Reports Form (Attachment E) and Evaluation Plan (Attachment F) to assist the County in determining whether measurable outcomes are being met. **All reports are due on the 20<sup>th</sup> or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement.** Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or failure to submit required monthly reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Contractor 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 (INA). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **CONFLICT OF INTEREST:**

(a). The Contractor 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 Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c). The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d). No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

21. **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 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 s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **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 and be approved 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.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors 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 (3) 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 paragraph (2) above; and

(d). Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e). **Crosswinds Youth Services, Inc.** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension **Crosswinds Youth Services, Inc.** will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

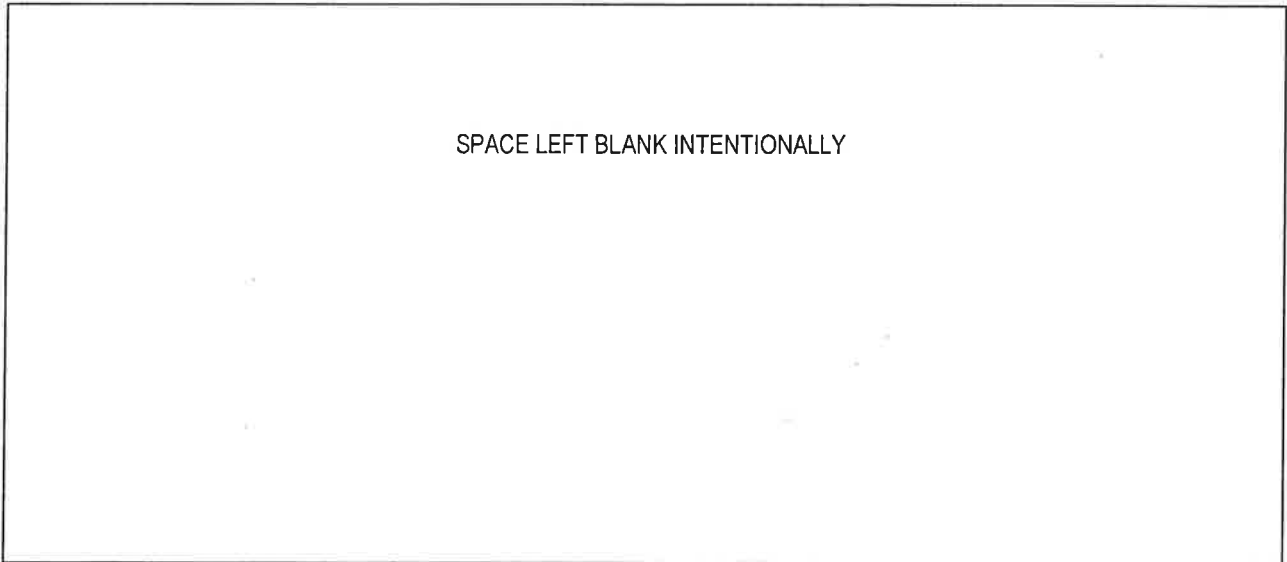
24. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

25. **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.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

- Attachment A: Scope of Service**
- Attachment A1: Program Logic Model**
- Attachment B: Itemized Budget**
- Attachment C: Conditions and Methods of Compensation**
- Attachment D: Request for Reimbursement Form**
- Attachment E: Performance and Measurable Outcome Reports**
- Attachment F: Evaluation Plan**

27. **NOTICE:** Please notify the County if your organization is experiencing any (key) programmatic turnover. Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: **Ms. Jan Lokay, President/CEO, Crosswinds Youth Services, Inc., 1407 Dixon Blvd., FL 32922.**



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: [Signature]  
Becky Behl-Hill, Assistant County Attorney

Date: 9/22/15

**ATTEST:**

[Signature]  
Scott Ellis, Clerk

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

[Signature]  
Robin Fisher, Chairman  
Date: \_\_\_\_\_

As approved by the Board on: 9/28/15

**WITNESS:**

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name and Title, Typed or Printed

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Ms. Jan Lokay, President/CEO  
Name & Title, Typed or Printed

Crosswinds Youth Services, Inc.  
Name of Company

1407 Dixon Blvd.  
Mailing Address

Cocoa, FL 32922  
City, State, Zip Code

(321) 452-0800  
Area Code/Telephone Number

**ATTACHMENT A**  
**SCOPE OF SERVICE**  
**BREVARD COUNTY JUVENILE ASSESSMENT CENTER PROGRAM**

The Brevard County Juvenile Assessment Center (JAC) will provide annually services to a minimum of 750 delinquent and/or troubled youth under the age of 18. Services will be provided 24 hours, 7 days a week and may include, as necessary, screening, assessment and referral. Services will be provided at 1407 Dixon Blvd., Cocoa for youth who are arrested, but not detainable, or picked up by law enforcement, or issued a Civil Citation, as well as any youth in need of immediate crisis intervention and/or emergency shelter. This is a non-secure facility.

***The JAC's goal is to ensure that all Brevard County youth in need of services, including those who are arrested but non-detainable and those at risk of delinquency, receive a comprehensive assessment and/or referrals for services, as necessary.*** The only youth who will not be accepted are youth in need of immediate medical, mental health, substance abuse treatment or detainable after arrest. After a youth is cleared medically or psychiatrically, they can be served at the JAC.

***The JAC will also provide services for any youth in need of emergency shelter and/or crisis intervention*** including those who have run away, are truant, ungovernable, or homeless (status offenders) or are in the midst of a serious family conflict or domestic violence situation. Youth may be brought in by law enforcement, parents, or other referral source or be self-referred.

**Key Components/Strategies**

Key components/strategies of the proposed JAC model include:

**Central point of entry for coordinated service delivery:** The JAC will provide a central point of entry, for both delinquent and at-risk youth and their families. A central point of entry helps reduce service duplication, increases efficiency and improves community access.

**Immediate and comprehensive assessment:** Comprehensive assessment at the JAC will provide an opportunity to assess youth during an at-risk point in their life, enhance service coordination among providers and reduce duplication of assessment services by integrating tools usually used across multiple systems (e.g., mental health, substance abuse treatment, juvenile justice). An effective assessment will follow the youth throughout service delivery and lead to more appropriate recommendations, as relevant, in the youth's predisposition report (PDR) prepared by the DJJ probation officer and more informed decisions by the State Attorney's office and juvenile court judge.

**Central point of delivery and contact for law enforcement:** The JAC will provide 24 hour, 7 day a week availability of JAC staff. The process of dropping off a juvenile will be completed in less than 15 minutes, thereby reducing the time law enforcement spends supervising juveniles.

**Centralized data collection system:** Data collected at the JAC will provide centralized information on the various populations of youth served, the type of offenses and a history of services provided.

**Community Impact** - Throughout the key components described above, JAC services will provide the following benefits:

- Several hundred at-risk youth will have the opportunity to have a screening and/or assessment.
- Increase appropriate services delivery for youth.
- Provide timely services for families.
- Reduce Law Enforcement downtime.
- Effectively identify youth at highest risk of delinquency.
- Reduce the number of youth offenders.
- Promote efficient use of funds.

## ATTACHMENT A-1 – PROGRAM LOGIC MODEL

Agency Name: Crosswinds Youth Services, Inc.

Program Name: Brevard County Juvenile Assessment Center

Focused Care Area: Brevard County

Have you made any changes to the program logic model?  Yes  No Date Revised: 08/20/15

RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES	GOALS
<p>Service Provider Crosswinds</p> <p>Program Setting Crosswinds, Cocoa</p> <p>Collaborations Dept of Juvenile Justice</p> <p>Substance, Mental &amp; Physical Health Providers</p> <p>Faith-Based Organizations</p> <p>Delinquency Prevention and other Community Based Organizations</p> <p>Office of the State Attorney and the Public Defender</p> <p>Juvenile Court</p> <p>Brevard Public Schools</p>	<p>24 hour drop off</p> <p>Screening</p> <p>Comprehensive Assessment</p> <p>Service Linkage</p> <p>Follow-up Services</p>	<p>Programming 365 days a year, 24 hours a day</p> <p>A minimum of 750 referrals will be processed during the year</p> <p>A minimum of 260 youth will receive a JAC comprehensive assessment</p> <p>A minimum of 182 youth will be linked to services</p> <p>A minimum of 150 youth who received NTR/CC services will not offend while receiving services</p> <p>A minimum of 105 youth who received NTR/CC services will not offend for a period of 6 months after service</p>	<p>Ensure accessibility to law enforcement officers to youth services through availability of a 24/7/365 location.</p> <p>Reduce law enforcement downtime through a reliable quick drop off.</p> <p>Ensure some at risk youth in Brevard County have the opportunity to have a comprehensive assessment.</p> <p>Provide timely services for families.</p>	<p>Safer communities and reduce crime by:</p> <p>Allowing law enforcement to spend more time in their communities on law enforcement duties and minimize the time spent supervising juveniles.</p> <p>Intervening quickly and effectively with delinquent and at-risk youth in the community.</p>

<p><u>Community Factors</u>  Law Enforcement  Court System  Area Schools  Families/Youth  Service Technologies  Notice to Report form  Civil Citation  Comprehensive Assessment  Service Linkage  Screening Form  Funding Sources  Brevard County Board of County Commissioners  Crosswinds Youth Services</p>		<p>A minimum of 165 youth/families will report that they are satisfied with services.</p>		
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**ATTACHMENT B**  
**ITEMIZED YEAR BUDGET**

*Date Revised: 08/20/2015*

**NAME OF ORGANIZATION: Crosswinds Youth Services, Inc.**

**NAME OF PROGRAM: Brevard County Juvenile Assessment Center**

BUDGETED SERVICE	ITEM BUDGET AMOUNT
<b>Salaries:</b>	
Chief Operating Officer	\$ 4,305.00
JAC Coordinator/Law Enforcement Liaison	\$44,290.00
Counselor	\$30,000.00
Counselor	\$14,000.00
Program Assistant	\$13,520.00
Youth Care Worker	\$22,220.00
<b>Subtotal:</b>	<b><u>\$128,335.00</u></b>
<b>Fringe Benefits</b>	<b>\$15,470.00</b>
Travel (local) 600 miles per month @ \$0.38 per mile	\$2,500.00
Training	\$ 200.00
Office Supplies and Printing	\$6,500.00
Insurance (Liability, Property & Auto Insurance)	\$10,750.00
<b>Occupancy &amp; Related:</b>	
Rent	\$11,400.00
Utilities	\$10,450.00
Janitorial	\$1,070.00
Lawn Maintenance	\$1,300.00
Maintenance and Repairs	\$1,200.00
<b>Subtotal:</b>	<b><u>\$25,420.00</u></b>
Telephone (land line, internet, and cellular)	\$3,000.00
G & A Allocation - Indirect Costs	\$16,640.00
<b>TOTAL</b>	<b><u>\$208,815.00</u></b>

**ATTACHMENT C**  
**CONDITIONS AND METHOD OF COMPENSATION**

**CROSSWINDS YOUTH SERVICES, INC.**  
**BREVARD COUNTY JUVENILE ASSESSMENT CENTER**

The Contractor, Crosswinds Youth Services, Inc., shall be paid a total sum not to exceed \$208,815.00 in General Revenue program funds for the services specified under this agreement. Compensation shall be allowed on a **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 Contractor 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, 2016. Any General Revenue program funding covered by this agreement not expended for eligible activities by September 30, 2016, shall revert to the County.

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

**The Contractor shall notify the County in writing within 15 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 Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as stated in this Agreement.

**METHOD OF REIMBURSEMENT REQUESTS:** The Contractor 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 Contractor for all approved budgeted costs outlined in the Itemized 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 (20) calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

**ATTACHMENT D**  
**HOUSING AND HUMAN SERVICES DEPARTMENT**  
**REQUEST FOR REIMBURSEMENT FORM**

<b>REVIEWED BY:</b>	
CONTRACT/PROJECT MONITOR: Chris Valdyke	
FINANCIAL APPROVAL: _____	
BUSINESS AREA: <u>1413</u>	COST CENTER: <u>290051</u>
G.L. ACCOUNT: <u>5340000</u>	
VENDOR# <u>007147</u>	P.O.#: _____
DOC.#: _____	
AMOUNT: \$ _____	
APPROVED FOR PAYMENT BY: _____	
<b>AUTHORIZED SIGNATURE</b>	
<b>DATE</b>	
<b>FUNDING SOURCE:</b>	GENERAL REVENUE
<b>NAME OF ORGANIZATION:</b>	CROSSWINDS YOUTH SERVICES, INC.
<b>CONTACT PERSON:</b>	LYNN COWART, CFO
<b>PROGRAM ADDRESS:</b>	1407 DIXON BLVD, COCOA, FL 32922
<b>MAILING ADDRESS: (if different from program address)</b>	
<b>E-MAIL ADDRESS:</b>	<a href="mailto:Lynn.cowart@crosswindseyouthservices.org">Lynn.cowart@crosswindseyouthservices.org</a>
<b>TELEPHONE NUMBER:</b>	(321) 452-0800
<b>REQUEST DATE:</b>	
<b>REQUEST NUMBER:</b>	
<b>FINAL PAYMENT REQUEST:</b>	YES / NO
<b>FUNDS ARE HEREBY REQUESTED FOR THE FOLLOWING:</b>	
• Salaries	\$0.00
• Fringe Benefits	\$0.00
• Travel	\$0.00
• Training	\$0.00
• Office Supplies Expense	\$0.00
• Insurance	\$0.00
• Telephone	\$0.00
• Occupancy and Related Expenses	\$0.00
• G & A Allocation Expenses	\$0.00
• TOTAL AMOUNT TO BE PAID	\$0.00
<b>AUTHORIZED SIGNATURE:</b>	

**Contract period covers October 1, 2015, to September 30, 2016**



**REQUEST FOR REIMBURSEMENT / PAGE THREE**

**Fringe Benefits Expense**

Employee/Title	Period Ending	Check Date	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$21,128.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$21,128.00

**Travel Expense**

Employee/Title	Date of Travel	Check No.	Check Date	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$2,736.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$2,736.00

**REQUEST FOR REIMBURSEMENT / PAGE FOUR**

**Training Expense**

Employee/Title	Date of Travel	Check No.	Check Date	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$200.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$200.00

**Office Supplies and Printing Expense**

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$5,500.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$5,500.00

**REQUEST FOR REIMBURSEMENT / PAGE FIVE**

**Insurance Expenses**

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00  
 Summary:  
 ♦ Total Budgeted \$12,396.00  
 ♦ Total Previous \$0.00  
 ♦ Total This Request \$0.00  
 ♦ Remaining Funds \$12,396.00

**Telephone Expenses**

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00  
 Summary:  
 ♦ Total Budgeted \$4,000.00  
 ♦ Total Previous \$0.00  
 ♦ Total This Request \$0.00  
 ♦ Remaining Funds \$4,000.00

**REQUEST FOR REIMBURSEMENT / PAGE SIX**

**Occupancy and Related Expenses**

Vendor	Invoice Date	Invoice No.	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$25,796.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$25,796.00

**G & A Allocation Expenses**

Vendor	Period Ending	Check Date	Check No.	Amount

Total Amount Expended: \$0.00

Summary:

- ◆ Total Budgeted \$16,640.00
- ◆ Total Previous \$0.00
- ◆ Total This Request \$0.00
- ◆ Remaining Funds \$16,640.00

**YEAR TO DATE EXPENSES:**

<b>Previous Expenses:</b>	\$0.00	<b>Beginning Budget:</b>	\$208,815.00
<b>Current Expenses:</b>	\$0.00	<b>Total YTD Expenses:</b>	\$0.00
<b>Remaining Funds:</b>	\$208,815.00		

**REQUEST FOR REIMBURSEMENT / PAGE SEVEN**

#	Date of Request	Amount Requested	Expended YTD	% YTD	Balance YTD
					208,815.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

ATTACHMENT E

CROSSWINDS YOUTH SERVICES, INC.  
BREVARD COUNTY JUVENILE ASSESSMENT CENTER

BREVARD COUNTY  
HOUSING AND HUMAN SERVICES DEPARTMENT  
PERFORMANCE AND MEASURABLE OUTCOME REPORTS  
*(Reports must be submitted with each Request for Reimbursement)*

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Is the program(s) meeting its expenditure goals? Yes \_\_\_ No \_\_\_

If no, provide an explanation as to why expenditure goals are not being met and plans for meeting these goals in the future.

Please state the progress achieved towards accomplishments outlined in your scope of services and/or measurable outcomes.

Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of services and/or measurable outcomes, and a plan(s) to resolve the problem(s).

Has your organization experienced any (key) programmatic turnover? Yes \_\_\_ No \_\_\_  
If yes, please explain.

Did the agency leverage funding this quarter? Yes \_\_\_ No \_\_\_  
If yes, explain:

- Labor (hourly rate) \$ \_\_\_\_\_ X \_\_\_\_\_ Hours \$ \_\_\_\_\_
  - Equipment & Supplies \$ \_\_\_\_\_
  - Funding \$ \_\_\_\_\_
  - Etc. \$ \_\_\_\_\_
- Total Leveraged \$ \_\_\_\_\_

How did your agency measure customer satisfaction this month/quarter? \_\_\_\_\_  
Please attach a summary of results/tools.

Has your organization provided 211 Brevard with the most current contact and program(s) information? *(Information must be updated every six (6) months).* Yes \_\_\_ No \_\_\_

Is technical assistance needed? Yes \_\_\_ No \_\_\_  
If yes, in what area(s) \_\_\_\_\_

**ATTACHMENT E**  
**CROSSWINDS YOUTH SERVICES, INC.**  
**BREVARD COUNTY JUVENILE ASSESSMENT CENTER**

FY 2015/2016 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	YTD
750 or 100% of youth/families reported and referred will be offered services to include screening, assessment and service linkage.													0
750 or 100% of youth referred to the JAC will be offered services within 72 hours of referral.													0
182 or 70% of a minimum of 260 families receiving a comprehensive JAC assessment will be linked to appropriate services within 14 days of assessment.													0
235 or 90% of 260 youth/families report that services were received in timely manner.													0
165 or 90% of 182 youth linked to services will receive a 30 day follow-up.													0
165 or 90% of 182 families will report that referrals or service linkage were appropriate and helpful.													0
150 or 80% of 182 youth who received NTR/CC services will not offend while receiving services.													0
105 or 70% of 150 youth who received NTR/CC services will not offend for a period of 6 months after service.													0

Signature: \_\_\_\_\_  
 Note: Report must be submitted along with your request for reimbursement within 20 calendar days after the end of the month/quarter for which you are requesting rei

## ATTACHMENT F - EVALUATION PLAN

Agency Name: Crosswinds Youth Services, Inc.

Program Name: Brevard County Juvenile Assessment Center

Focused Care Area: Brevard County

Have you made any changes to the evaluation plan?  Yes  No Date Revised: 08/19/2015

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SAMPLE SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Ensure high risk youth in Brevard County have the opportunity for a timely comprehensive assessment.	1.1 100% (750 of 750) of youth and families, who have been reported to the JAC by law enforcement and community referrals will be offered services to include screening, assessment and service linkage.	1.1 Program Database	1.1 All youth referred to the JAC.	1.1 Compiled and reported monthly.
	1.2 100% (750 of 750) of youth referred to the JAC will be offered services within 72 hours of referral.	1.2 Program Database	1.2 All youth referred to the JAC.	1.2 Compiled and reported monthly.
	1.3 90% (235 of 260) of youth and families will report they were able to get services in a reasonable amount of time.	1.3 Service Satisfaction Survey	1.3 Youth and families receiving an assessment.	1.3 Compiled and reported monthly.

**ATTACHMENT F- EVALUATION PLAN (CONTINUED)**

<p>2. Youth and families will be linked quickly to needed and appropriate services.</p>	<p>2.1 70% (182 of 260) of families receiving a JAC comprehensive assessment will be linked to appropriate services within 14 days of assessment.                  2.2 90% (165 of 182) of youth linked to services will receive a 30 day follow-up.                  2.3 90% (165 of 182) of youth and families will report the referrals made were appropriate and helpful.</p>	<p>2.1 Program Database                   2.2 30 day follow-up contact.                  2.3 Service Satisfaction Survey</p>	<p>2.1 All youth receiving a JAC comprehensive assessment.                   2.2 All youth referred for services.                  2.3 Youth and families linked to services.</p>	<p>2.1 Compiled and reported monthly.                   2.2 Compiled and reported monthly.                  2.3 Compiled and reported monthly.</p>
<p>3. Reduce juvenile delinquency.</p>	<p>3.1 A minimum of 80% (150 of 182) of youth who received NTR/CC services will not offend while receiving services.                  3.2 A minimum of 70% (105 of 150) of youth who received NTR/CC services will not re-offend for a period of 6 months after service.</p>	<p>3.1 Juvenile Justice Information System (JJIS)                  3.2 Juvenile Justice Information System (JJIS)</p>	<p>3.1 Youth referred for services.                   3.2 Youth referred for services.</p>	<p>3.1 Compiled and reported monthly.                   3.2 Compiled and reported monthly.</p>

**GENERAL REVENUE AGREEMENT  
BETWEEN  
BREVARD COUNTY  
AND  
BREVARD COUNTY LEGAL AID, INC.**

**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 business having its primary business location at **1038 Harvin Way, Suite 100, Rockledge, FL 32955**, (hereinafter the Contractor).

WITNESSETH:

**WHEREAS**, the County is desirous of obtaining the services of an organization that provides legal assistance to the poor and disadvantaged in Brevard County, 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 THE SERVICE/WORK:** The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A and A-1** (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, 2015, and continue through September 30, 2016.

3. **COMPENSATION – AMOUNT AND METHOD:** For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$256,500** as identified in Itemized Costs/Units Budget (Attachment B). The Contractor shall be entitled to payment on a reimbursement basis as provided in Conditions and Methods of Compensation (Attachment C), to this Agreement and made a part of this Agreement by this reference. All invoices are due on the 20<sup>th</sup> or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Sec. 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated Request for Reimbursement Form (Attachment D) to request payment. The Contractor shall request reimbursement on a monthly basis as provided. The Performance and Measurable Outcome Report (Attachments E) 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 the County may require. Each invoice shall bear the signature of the Contractor or his/her representative, which signature shall constitute the Contractor'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 Contractor that payment of any portion thereof should be withheld.

**The Contractor's final Request for Reimbursement is due on October 20, 2016.**

4. **PROCUREMENT PROCEDURES.** The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, 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 Contractor shall solicit formal written bids from a minimum of three (3) vendors.

(c) The Contractor 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. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. **INDEMNIFICATION:** The Contractor 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 Contractor, or anyone directly or indirectly employed by the Contractor, 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 Contractor, or anyone for whose acts any of them may be liable, 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 the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. **MODIFICATIONS TO CONTRACT:** This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor 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 Director of Housing and Human Services shall have authority to execute modifications up to \$24,999. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. **INSURANCE:** The Contractor shall keep in force and at all times maintain during the term of this Agreement:

(a). **General Liability Insurance:** General Liability with combined single limits of not less than One Million Dollars \$1,000,000 for Bodily Injury and Property Damage per accident.

(b). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

(c). **Professional Liability Insurance:** In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance requirements, the contractor shall also be protected by a Professional Liability Insurance Policy, with limits of not less than One Million Dollars \$1,000,000.00.

(d). **Insurance Certificates:** The Contractor 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. Said Liability Policies shall provide that the County be an additional insured and that 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.

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:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

11. **COMPLIANCE WITH ADA OF 1990:** The Contractor must 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 agrees to defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Contractor.

12. **VENUE:** 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:** Contractor shall not assign any portion of this Agreement without the written permission of the County.

14. **TERMINATION:** If party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the Agreement provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the 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 is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four (24) hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Director, Housing & Human Services Department.

If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in paragraph 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

15. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Agreement as an independent Contractor 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 Contractor 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 Contractor shall comply with the following terms, if applicable:

(a). **RIGHT TO AUDIT:** The Contractor 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 Contractor for a period of five (5) 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 Contractor in the United States or any other country. All records or documents created by the County or provided to Brevard County Legal Aid, Inc. by the County in connection with activities or services provided by The Brevard County Legal Aid, Inc. under the terms of this agreement, are public records and Brevard County Legal Aid, Inc. 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 Brevard County Legal Aid, Inc. is a local government or a non-profit organization as defined in 2 CFR Part 200 Subpart F, as revised, and in the event that Brevard County Legal Aid, Inc. expends \$750,000 or more in Federal awards in its fiscal year, Brevard County Legal Aid, Inc. must have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 CFR Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, Brevard County Legal Aid, Inc. 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 CFR Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 CFR Part 200 Subpart F, as revised, will meet the requirements of this paragraph. If the Operating Agency Inc. expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 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 CFR Part 200 Subpart F, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 CFR Part 200 Subpart F, as revised, if applicable, Brevard County Legal Aid, Inc. shall submit to the County a copy of the audit and all related responses within one hundred twenty (120) days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency must submit a written request for an extension approval by the Director of Housing & Human Services Department to the following address:

Brevard County Housing and Human Services Department  
Ian Golden, Director  
2725 Judge Fran Jamieson Way, Building B  
Viera, Florida 32940

The Contractor 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 Contractor is requested to 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 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) 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 (3) 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 Contractor shall reimburse the County of all such funds within thirty (30) days after the County has notified the Contractor in writing of such noncompliance.

(c). **MONITORING:** The County will conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County will deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor'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 Contract.

(d). **REPORTS:** The Contractor shall submit monthly reports within twenty (20) calendar days after the end of the month for which the Contractor is requesting reimbursement using **Performance & Measurable Outcome Reports Form (Attachment E)** and **Evaluation Plan (Attachment F)** to assist the County in determining whether measurable outcomes are being met. **All reports are due on the 20<sup>th</sup> or twenty (20) calendar days after the end of the month for which the Contract is requesting reimbursement.** Brevard County reserves the right to withhold ten percent (10%) of each payment request due to the Contractor, for failure to meet outcomes or failure to submit required monthly reports in a timely manner. Any withheld amount will be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required monthly reports.

17. **PUBLIC RECORDS:** For the purposes of this section, the term:

(a). "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b). "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

18. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Contractor 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 (INA). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

20. **CONFLICT OF INTEREST:**

(a). The Contractor 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 Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

(c). The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.

(d). No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

21. **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 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 s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

22. **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 and be approved 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.

23. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors 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 (3) 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 paragraph (2) above; and

(d). Have, within a three (3) year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(e). Brevard County Legal Aid, Inc. has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension Brevard County Legal Aid, Inc. will provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

24. **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.

25. **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.

26. **ATTACHMENTS:** In the performance of this Agreement, the Contractor shall comply with the following attachments:

<b>Attachment A:</b>	<b>Scope of Service</b>
<b>Attachment A1:</b>	<b>Program Logic Model</b>
<b>Attachment B:</b>	<b>Itemized Budget</b>
<b>Attachment C:</b>	<b>Conditions and Methods of Compensation</b>
<b>Attachment D:</b>	<b>Request for Reimbursement Form</b>
<b>Attachment E:</b>	<b>Performance and Measurable Outcome Reports</b>
<b>Attachment F:</b>	<b>Evaluation Plan</b>

27. **NOTICE:** Please notify the County if your organization is experiencing any (key) programmatic turnover. Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Robert L. Johnson, JR. Executive Director, Brevard County Legal Aid, Inc., 1038 Harvin Way, Suite 100, Rockledge, FL 32955, 321-639-2933

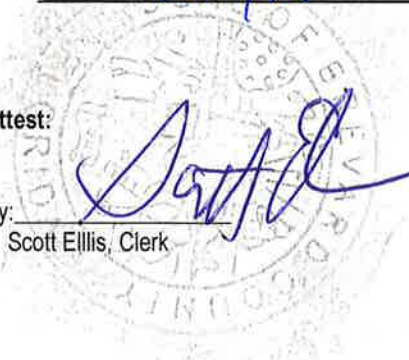
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

**REVIEWED FOR LEGAL FORM AND CONTENT:**

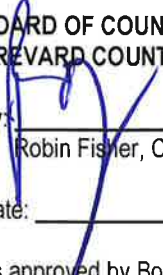
By:   
Becky Behl-Hill, Assistant County Attorney

Date: 9/24/15

Attest:  
By:   
Scott Ellis, Clerk



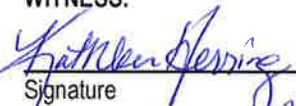
**BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA**

By:   
Robin Fisher, Chairman

Date: \_\_\_\_\_

As approved by Board on: September 28, 2015

**WITNESS:**

  
Signature

Kathleen Herring, Program Administrator  
Name and Title, Typed or Printed

**CONTRACTOR**

By:   
Pierre Mommers, President

Date: 10/6/15

Pierre Mommers, President  
Name & Title, Typed or Printed

Brevard County Legal Aid, Inc.  
Name of Company

1038 Harvin Way, Suite 100  
Mailing Address

Rockledge, FL. 32955  
City, State, Zip Code

(321) 639-2933  
Area Code/Telephone Number

**ATTACHMENT A**  
**Scope of Services**  
**LEGAL ASSISTANCE PROGRAM**

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. Approximately 1,050 clients served per year.

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

**Agency Name:** Brevard County Legal Aid, Inc.

**Program Name:** Legal Assistance Program

**Focused Care Area:** Brevard County

**Have you made any changes to the program logic model?**     **Yes**     **No**    **Date Revised:** 7/09/15

RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES	GOALS
<p><u>Service Providers:</u> Staff attorneys, Executive Director, staff paralegals, support staff, Pro Bono attorneys, student interns</p> <p><u>Program Setting:</u> Main office, outreach, telephone</p> <p><u>Community Factors:</u> Court system, law library, clerk's office, referral agencies</p> <p><u>Collaborations:</u> Hospice, 211 Brevard, CSC, Pro Se Coordinator, CMS, other local social services agencies, domestic violence shelters, Women's Center</p> <p><u>Service Technologies:</u> Westlaw, law library, brochures, case management system, online resources, Clerk's webpage, telephone, computers, email</p> <p><u>Funding Sources:</u> FBF, UW, Title III, In Lieu of Service, attorney fees, filing fees, FCADV, contributions, interest</p> <p><u>Participants:</u> Economically disadvantaged, senior citizens with legal needs, abused/neglected children, non-profits primarily service the indigent</p>	<ul style="list-style-type: none"> <li>• Intake assessment</li> <li>• Advice and counsel</li> <li>• Brief service</li> <li>• Referral</li> <li>• Representation</li> <li>• Volunteer education</li> <li>• Attorney education</li> <li>• Staff training</li> <li>• Client training</li> <li>• Community education</li> <li>• Adopt an Agency</li> <li>• Statewide legal services interaction</li> <li>• Recruitment and recognition of volunteers</li> <li>• Case management</li> <li>• Safety planning</li> <li>• Trial advocacy</li> <li>• Domestic Violence Task Force</li> </ul>	<ul style="list-style-type: none"> <li>• # of cases opened monthly</li> <li>• # of referred for ongoing representation monthly</li> <li>• # of pending cases monthly</li> <li>• # of closed cases monthly</li> <li>• # of trainings provided each year</li> <li>• # of trainings attend each year</li> <li>• # of hours of community education each year</li> <li>• # of agencies assisted through Adopt an Agency each year</li> <li>• # of statewide legal services meetings attended each year</li> <li>• # of attorneys willing to participate each year</li> <li>• # of attorneys recognized for volunteer service each year</li> </ul>	<ul style="list-style-type: none"> <li>• Provide approximately 1,050 clients with advice, counsel, referral, and other legal services</li> <li>• Increase client awareness of legal situation, available resources and legal options</li> <li>• Increase client's access to court system by providing full representation by an attorney</li> <li>• Improve family stability by establishing legally binding court orders</li> <li>• Increase safety for domestic violence victims through court actions or safety planning</li> <li>• Representation of dependent children to secure independent living benefits or special needs advocacy.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure equal access To the justice system For low income and disadvantaged individuals and groups in Brevard County</li> <li>• Reduce the incidence of domestic violence in Brevard County</li> </ul>

**ATTACHMENT B**  
**ITEMIZED YEAR BUDGET**

**NAME OF ORGANIZATION:** BREVARD COUNTY LEGAL AID, INC.

**NAME OF PROGRAM:** LEGAL ASSISTANCE PROGRAM

BUDGETED SERVICE	BUDGET AMOUNT
<b>Salaries and Benefits:</b>	
Executive Director	\$67,600
Staff Attorney	\$6,500
Staff Attorney	\$ 20,000
Staff Attorney	\$10,000
Program Administrator	\$43,100
Paralegal	\$ 21,000
Paralegal	\$7,000
Paralegal	\$22,000
<u>Receptionist</u>	<u>\$14,000</u>
Total	<b>\$211,200</b>
<b>Fringe Benefits</b>	<b>\$39,000</b>
<b>Telephone</b>	<b>\$4,000</b>
<b>Professional Liability Insurance</b>	<b>\$2,300</b>
<b>TOTAL</b>	<b>\$256,500</b>