



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

D.4.

9/22/2020

Subject:

Discussion and Adoption of the County's Final Budget Resolution for FY 2020-2021

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 2020-2021 and authorize the Chairman to sign the Resolution.

Summary Explanation and Background:

Budget Office personnel will read into the record the County's FY 2020-2021 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:	\$703,718,270
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Capital Improvements Program:	\$225,491,696
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Reserves, Transfers and Debt Service:	\$556,466,621
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Total:	\$1,485,676,587
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Clerk to the Board Instructions:

Maintain necessary documents for record retention.



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

BOARD OF COUNTY COMMISSIONERS

RECEIVED

NOV 16 2020

County Manager's
Office

TO: Bryan Andrew Lober, Chair
Brevard County Board of County Commissioners

THRU: Frank Abbate, County Manager *MA*
County Manager's Office

THRU: Jim Liesenfelt, Assistant County Manager *jl*
County Manager's Office

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

THRU: Lesley Singleton, Contracts Supervisor *LS*
Housing and Human Services Department

FROM: Katrina Verdier-Lang, Contract Administrator *KV*
Housing and Human Services Department

SUBJECT: FY 2020-2021 General Revenue Contract

DATE: November 12, 2020

On September 22, 2020, in special session, the Board of County Commissioners adopted and approved the final budget for FY 2020-2021, which approved General Revenue funding for **Crosswinds Youth Services, Inc. – Juvenile Assessment Center (JAC) Program**.

The attached Crosswinds Youth Services contract is an annual renewal for the period of performance October 1, 2020 to September 30, 2021.

Attached please find a copy of the clerk memorandum, dated September 23, 2020, Resolution No. 20-116 adopting the final budget; signed initial contract forms; and two (2) original agreements for your signature.

If you should have any questions or concerns, please contact our office at (321) 633-2007.

Thank you.

Attachments



BOARD OF COUNTY COMMISSIONERS

Housing and Human Services

2725 Judge Fran Jamieson Way
Building B, Suite 106
Viera, Florida 32940

Inter-Office Memo

RECEIVED

OCT 26 2020

County Manager's
Office

TO: Bryan Andrew Lober, Chair
Brevard County Board of County Commissioners

THRU: Frank Abbate, County Manager
County Managers' Office *YBR*

THRU: Jim Liesenfelt, Assistant County Manager
County Managers' Office *JK*

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

SUBJECT: FY 2020/2021 General Revenue Contract

DATE: October 20, 2020

On September 22, 2020, in special session, the Board of County Commissioners adopted and approved the final budget for FY 2020/2021, which approved General Revenue Funding for **Brevard County Legal Aid, Inc.**

The attached Brevard County Legal Aid, Inc. contract is an annual renewal for the period of performance October 1, 2020 to September 30, 2021.

Attached please find a copy of the clerk memorandum, dated September 23, 2020.

Thank you.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Crosswinds Youth Services, Inc.	
2. Fund/Account #:	3. Department Name: Housing and Human Services
4. Contract Description: Brevard County Juvenile Assessment Center	
5. Contract Monitor: Katrina Verdier-Lang	7. Contract Type:
6. Dept/Office Director: Ian Golden	Select from pulldown:

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Golden, Ian <small>Digitally signed by Golden, Ian Date: 2020.10.02 09:23:49 +0400</small>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2020.10.02 14:34:21 +0400</small>	10/02/2020
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rogers, Robin <small>Digitally signed by Rogers, Robin Date: 2020.10.06 13:00:38 -0400</small>	10/06/2020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Brevard County Legal Aid, Inc.	
2. Fund/Account #:	3. Department Name: Housing and Human Services
4. Contract Description: Legal Assistance Program	
5. Contract Monitor: Anita Black	7. Contract Type: GRANT
6. Dept/Office Director: Ian Golden	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Golden, Ian <small>Digitally signed by Golden, Ian Date: 2020.12.08 11:49:08 -04'00'</small>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2020.10.07 10:31:53 -04'00'</small>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rogers, Robin <small>Digitally signed by Rogers, Robin Date: 2020.10.06 18:27:40 -04'00'</small>	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

September 23, 2020

MEMORANDUM

TO: Jill Hayes, Budget Office Director

RE: Item D.4., Discussion and Adoption of the County's Final Budget Resolution for Fiscal Year 2020-2021

The Board of County Commissioners, in special session on September 22, 2020, executed and adopted Resolution No. 20-116, establishing the final budget for Fiscal Year 2020-2021. 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, reading "Kimberly Powell".

Kim Powell, Clerk to the Board

/sm

Encl. (1)

cc: Finance

RESOLUTION NO. 20- 116

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 2020-2021 AND PROVIDING FOR AN EFFECTIVE DATE.

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, 2020 and ending September 30, 2021 in the amount of \$1,485,676,587.
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 22nd DAY OF SEPTEMBER, A.D., 2020.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 

Bryan Andrew Lober, Chair

As approved by the Board on September 22, 2020.



BOARD OF COUNTY COMMISSIONERS

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

Inter-Office Memo

Date: July 21, 2021

To: Rita Pritchett, Chair
Board of County Commissioners

Through: Frank Abbate, County Manager *FA*

Through: John Denninghoff, Assistant County Manager *JD*

From: Edward Fontanin, Utilities Director *EF*

Subject: Task Order #8 Equalization Pumping and Headworks Improvements
Barefoot Bay WWTP
Kimley-Horn and Associates

The County desires to increase the capacity of the Barefoot Bay wastewater treatment facility in accordance with the 2019 Plant Expansion Feasibility Evaluation. This evaluation made two primary recommendations. First, modify the equalization pumping and storage to better optimize the flow profile. Second, replace the existing headworks screens and modify the structure. This is planned to be constructed as two separate projects with two separate sets of plans. *\$180,376*

This project was included in the FY 2020-21 Budget approved by the Board of County Commissioners in special session on September 22, 2020 in adopted Resolution 20-116 establishing the final budget for FY 2020-21.

If you have any questions, please notify me at 350-8373.

UTILITY SERVICES DEPARTMENT**PROGRAM NAME: BAREFOOT BAY WATER AND WASTEWATER****PROJECT NAME: BAREFOOT BAY WASTEWATER: TREATMENT PLANT EQUALIZATION BASIN IMPROVEMENTS**

Project Total: \$1,618,525

October 1, 2019 through September 30, 2022

Funded Program: 6984316

District(s): 3

Project Description, Milestones and Service Impact

This project will provide the modification / rehabilitation of the headworks of the treatment plant to allow excess flow to be stored in the existing 50 MG ponds on-site. Valve replacement, structural repairs, yard piping and other accessories are involved in this project. Additional equalization volume will minimize potential plant discharges during storm events and allow greater flexibility in daily treatment operations.

Revenue or Expense Category	All Prior Fiscal Years	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025 & Future	Total Revenue
Charges for Services Revenue	\$ -	\$ -	\$ 166,000	\$ 1,452,525	\$ -	\$ -	\$ -	\$ 1,618,525
Permit/Fees Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loans Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ 166,000	\$ 1,452,525	\$ -	\$ -	\$ -	\$ 1,618,525
Land Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning/Design Expense	\$ -	\$ -	\$ 166,000	\$ -	\$ -	\$ -	\$ -	\$ 166,000
Construction Expense	\$ -	\$ -	\$ -	\$ 1,452,525	\$ -	\$ -	\$ -	\$ 1,452,525
Other Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expense	\$ -	\$ -	\$ 166,000	\$ 1,452,525	\$ -	\$ -	\$ -	\$ 1,618,525

TASK ORDER NO. 8
Kimley-Horn and Associates
Barefoot Bay WWTP
Equalization Pumping and Headworks Improvements

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, Kimley-Horn and Associates, hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

Section A. BACKGROUND AND INTENT

The County desires to increase the capacity of the Barefoot Bay wastewater treatment facility in accordance with the 2019 Plant Expansion Feasibility Evaluation. This evaluation made two primary recommendations. First, modify the equalization pumping and storage to better optimize the flow profile. Second, replace the existing headworks screens and modify the structure. This is planned to be constructed as two separate projects with two separate sets of plans.

The expectation of the County is, and it is acknowledged by the Consultant, that the Consultant will coordinate with the County staff prior to submitting this task order to become familiar with the project requirements in a general way, view the site, and determine the scope of available documentation and resources.

Section B. PROJECT REPRESENTATIVES

For Brevard County Utility Services:

Don Kean, PE
321-633-2089
don.kean@brevardfl.gov

For Consultant:

Steve Romano, P.E.
321-239-5958
Steve.romano@kimley-horn.com

Section C. SCOPE OF WORK

The Consultant will provide engineering services as follows:

Task 1 – Equalization and Pumping Improvements Design

- a) Surveying and preliminary design criteria review. The surveying includes the areas around the equalization tank, the to the lined pond, and between the plants to the areas associated with the headworks. This task includes a general layout of the proposed improvements to the site piping and pumping systems.
- b) Plant piping modifications. The plant lift station will be directed to flow directly to the equalization tank and valved off from the influent force main. This includes modifications to add an emergency high level pipeline from the equalization basin to the lined storage pond.

- c) Equalization Pump Station modifications. The equalization pump station needs to be modified to add a third pump and put all pumps on vfd drives. Controls need to be added to better pace the flow coming out of the equalization system.
- d) Electrical design including instrumentation and controls. This includes modifications necessary to optimize the equalization pumping and monitoring.
- e) Prepare 60% design documents. The set is anticipated to include the following sheets:
 - a. Cover Sheet
 - b. General Notes
 - c. Existing Site Plan
 - d. Site Dimension Plan
 - e. Site Piping Plan and Details
 - f. Equalization Pump Station Plan and Details
 - g. Detail Sheets
 - h. Electrical Sheets
- f) Attend 60% review meeting with the County
- g) Prepare 90% design documents, including specifications and incorporating comments from the 60% design review.
- h) Final design submittal.
- i) Prepare permitting documents for submittal to FDEP and County site plan review
- j) Submit an engineer's opinion of probable cost with the 60%, 90%, and final design submittal.

Task 2 – Bidding Services for Equalization Contract

- a) Compile electronic files of bid documents in PDF format with Division 0 and 1 specifications in MS Word format. (The County will provide MS Word files of Division 0 and 1 specifications for modification by the Consultant).
- b) Attend the pre-bid meeting.
- c) Prepare answers to bidder questions for the County to use in preparation and distribution of bid addenda.
- d) Review bid and investigate bidder qualifications.
- e) Prepare a written recommendation for award of the construction contract.

Task 3 – Headworks Improvements Design

- a) This task includes a general layout of the proposed improvements to the headworks and a review of the selection criteria for new screens.
- b) Design of mechanical needs for the proposed screens including the sizing of the channels and necessary bypass.
- c) Electrical design including instrumentation and controls.
- d) Structural Design of modifications.
- e) Prepare 60% design documents. The set is anticipated to include the following sheets:
 - a. Cover Sheet
 - b. General Notes
 - c. Existing Site Plan
 - d. Site Dimension Plan
 - e. Site Piping Plan and Details
 - f. Headworks Plan and Details
 - g. Detail Sheets
 - h. Structural Sheets
 - i. Electrical Sheets
- f) Attend 60% review meeting with the County

- g) Prepare 90% design documents, including specifications and incorporating comments from the 60% design review.
- h) Final design submittal.
- i) Prepare permitting documents for submittal to FDEP and County site plan review
- j) Submit an engineer's opinion of probable cost with the 60%, 90%, and final design submittal.

Task 4 – Bidding Services

- a) Compile electronic files of bid documents in PDF format with Division 0 and 1 specifications in MS Word format. (The County will provide MS Word files of Division 0 and 1 specifications for modification by the Consultant).
- b) Attend the pre-bid meeting.
- c) Prepare answers to bidder questions for the County to use in preparation and distribution of bid addenda.
- d) Review bid and investigate bidder qualifications.
- e) Prepare a written recommendation for award of the construction contract.

Section D. COORDINATION

The Consultant will coordinate the design with the County Staff members listed below as appropriate.

Function	Name	Email	Phone
Safety	Courtney Duff	Courtney.Duff@brevardfl.gov	321-633-2093
Operations Mgr.	Brian Sorensen	Brian.Sorensen@brevardfl.gov	321-633-2093
Area Operations	Jay Wolf	Jason.wolf@brevardfl.gov	321-952-6363
SCADA	Steve Allen	Steve.Allen@brevardfl.gov	321-255-4331
Construction	Owen Callard	Owen.Callard@brevardfl.gov	321-633-2089
Engineering	Don Kean	Don.Kean@brevardfl.gov	321-633-2089

Section E. COUNTY'S RESPONSIBILITY

The following shall be provided by the County to assist in the completion of the Consultant's tasks:

- a) Reasonable access to the site.
- b) Reasonable access to operations, maintenance, and engineering staff.
- c) Copies of available operating reports and maintenance records.
- d) AutoCAD drawings of County design standards.
- e) MS Word files of County standard technical specifications.
- f) Digital copies of record drawings for existing infrastructure.
- g) GIS maps of existing infrastructure
- h) Copies of available design and construction documents.
- i) MS Word template for Division 0 and 1 specifications.
- j) Advertisement and distribution of bid packages.
- k) Submittal of permit applications prepared by the Consultant.
- l) Payment of permit fees.

- m) Coordination with other County offices and federal and state regulatory agencies.
- n) Coordination with construction contractor for connection to County SCADA.

Section F. CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED

- a) Environmental services related to threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- b) Services related to acquisition of real property, easements, or rights-of way.
- c) Topographical and Boundary survey
- d) Construction Services

Section G. DELIVERABLES

The following results shall be delivered by the Consultant:
All deliverables shall be provided only in electronic PDF format unless otherwise noted.
Signed and Sealed Capacity Analysis Report will be submitted to FDEP upon County approval.

Generally –

- a) Monthly activity reports.
- b) Meeting minutes from meetings and conferences with County staff and regulatory agencies.
- c) Comment response tables showing comment and response for County comments.
- d) Timely invoices concurrent with the work.

Task 1 – Equalization and Pumping Improvements

- a) 60% Design submittal
- b) 90% Design submittal
- c) Specification Divisions 0 and 1 in PDF and MS Word format.
- d) Permit applications as applicable. Provide in PDF and hard copies as required.
- e) Final design drawings in PDF and AutoCAD format with X-refs and plot styles and technical specifications in PDF format.
- f) Engineer's opinion of probable cost at 60%, 90%, and final design.

Task 2 – Bidding Services for Equalization Contract

- a) Answers to bidder's questions as applicable.
- b) Written recommendation for award of the construction contract.

Task 3 – Headworks Improvements

- a) 60% Design submittal
- b) 90% Design submittal
- c) Specification Divisions 0 and 1 in PDF and MS Word format.
- d) Permit applications as applicable. Provide in PDF and hard copies as required.
- e) Final design drawings in PDF and AutoCAD format with X-refs and plot styles and technical specifications in PDF format.
- f) Engineer's opinion of probable cost at 60%, 90%, and final design.

Task 4 – Bidding Services for Headworks Contract

- a) Answers to bidder's questions as applicable.
- b) Written recommendation for award of the construction contract.

Section H. SCHEDULE

Milestone	Calendar Days to Complete	Sum of Days from NTP
Task 1 – Equalization and Pumping Improvements		
Surveying and general Layout	60	60
Preliminary design review	14	74
60% design submittal	90	164
County review of 60% Design	14	178
90% design submittal including permit applications	60	238
County review of 90% Design	14	252
Final Design including 100% plans and specifications ready for bid	30	282
County review of final documents	14	296
Engineering completed – awaiting bidding	7	303
Task 3 – Headworks Improvements (Time reset due to separate construction project)		
Preliminary design and screen selection	30	30
Preliminary design review	14	44
60% design submittal	120	164
County review of 60% Design	14	178
90% design submittal including permit applications	90	268
County review of 90% Design	14	282
Final Design including 100% plans and specifications ready for bid	30	312
County review of final documents	14	326
Engineering completed – awaiting bidding	7	333

NOTE: The County may suspend the Consultant's schedule for real estate acquisition, environmental remediation, coordination with other projects, or unforeseen circumstances causing delay.

Section I. BASIS OF COMPENSATION

The fee for the scope of work described in Section C, above, shall not exceed a total in the table below and shall not exceed the amounts shown in the table below for each specific task. The County shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

Task	Description	Fee
1	Equalization and Pumping Improvements	\$70,485
2	Bidding Services	\$6,009
3	Headworks Improvements	\$97,875
4	Bidding Services	\$6,009
TOTAL		\$180,376

Section J. ACCEPTANCE

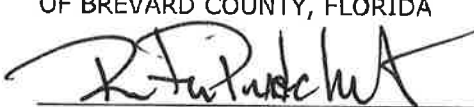
IN WITNESS WHEREOF, this _____ day of _____, 202_____.

ATTEST:


Rachel Sadoff, Clerk

For: BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By:


Rita Pritchett, Chair


As approved by the Board on 8/3/2021

WITNESS:



For: KIMLEY-HORN AND ASSOCIATES

By:


Fred Burkett, P.E., Sr VP



BOARD OF COUNTY COMMISSIONERS

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

Inter-Office Memo

Date: January 21, 2021

To: Rita Pritchett, Chair
Board of County Commissioners

Through: Frank Abbate, County Manager *Y3a*

Through: John Denninghoff, Assistant County Manager *JDS*

From: Edward Fontanin, Utilities Director *EF*

Subject: Task Order #8 Mims Asbestos Pipe Replacement Phase 4
Atkins North America, Inc

The County has identified the need to replace certain water facilities identified as the Mims Asbestos Cement Pipe Replacement. The intent of this task order is for the consultant to evaluate the existing condition of the facilities, recommend to the County certain improvements to be made to the facilities, coordinate the design of those improvements with the County, prepare bid documents, provide bidding assistance and construction administration services for those improvements, and assist with the close-out of the project upon completion of construction.

The Board of County Commissioners in special session on September 22, 2020, executed and adopted Resolution No. 20-116 establishing the final budget for Fiscal Year 2020-2021.

UTILITY SERVICES DEPARTMENT**PROGRAM NAME: COUNTY WATER AND WASTEWATER****PROJECT NAME: MIMS: WATER MAIN REPLACEMENT OF ASBESTOS CEMENT PIPE PHASE 3 - 7**

Project Total: \$14,640,710

October 1, 2019 through September 30, 2025

Funded Program: 6980111

District(s): 1

Project Description, Milestones and Service Impact

This project will replace the asbestos cement and thin-walled P V C pipe in the Mims water distribution system and includes changing over the water service connections from the existing pipes to the new pipes. This project will take place in seven phases. The Mims water distribution system piping includes asbestos-cement and thin-walled P V C water pipes that were installed in the 1960's. The current pipe material is conducive to breaking thus the replacement of the pipe to better material will ensure the integrity of the water system.

Revenue or Expense Category	All Prior Fiscal Years	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025 & Future	Total Revenue
Charges for Services Revenue	\$ 3,185,872	\$ 1,532,000	\$ 210,838	\$ 2,032,700	\$ 2,223,370	\$ 2,573,027	\$ 2,882,903	\$ 14,640,710
Permit/Fees Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loans Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 3,185,872	\$ 1,532,000	\$ 210,838	\$ 2,032,700	\$ 2,223,370	\$ 2,573,027	\$ 2,882,903	\$ 14,640,710
Land Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning/Design Expense	\$ -	\$ -	\$ 99,000	\$ 106,700	\$ 117,370	\$ 109,007	\$ -	\$ 432,077
Construction Expense	\$ 3,185,872	\$ 40,838	\$ 1,603,000	\$ 1,926,000	\$ 2,106,000	\$ 2,464,020	\$ 2,882,903	\$ 14,208,633
Other Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expense	\$ 3,185,872	\$ 40,838	\$ 1,702,000	\$ 2,032,700	\$ 2,223,370	\$ 2,573,027	\$ 2,882,903	\$ 14,640,710

TASK ORDER NO. 8
Atkins North America, Inc.
Mims Asbestos Pipe Replacement Phase 4

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, Atkins North America, Inc., hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

Section A. BACKGROUND AND INTENT

The County has identified the need to replace certain water facilities identified as the Mims Asbestos Cement Pipe Replacement. The intent of this task order is for the Consultant to evaluate the existing condition of the facilities, recommend to the County certain improvements to be made to the facilities, coordinate the design of those improvements with the County, prepare bid documents, provide bidding assistance and construction administration services for those improvements, and assist with the close-out of the project upon completion of construction.

The project location is North Carpenter Road, from the I-95 crossing north to Highway 46. It is anticipated that the water main replacement will be approximately 5,500 feet of pipe and upgrading to an 8" pipe.

The expectation of the County is, and it is acknowledged by the Consultant, that the Consultant will coordinate with the County staff prior to submitting this task order to become familiar with the project requirements in a general way, view the site, and determine the scope of available documentation and resources.

Section B. PROJECT REPRESENTATIVES

For Brevard County Utility Services:

Don Kean, PE
321-633-2089
Don.Kean@brevardfl.gov

For Consultant:

Ferdinand Vasquez, PE
407-806-4303
ferdinand.vasquez@atkinsglobal.com

Section C. SCOPE OF WORK

The Consultant will provide engineering and bidding services as follow:

Task 1 -- Preliminary Engineering

- a) Collect and review available data from the County.

- b) Perform topographic survey of the site – surface and sub-surface. The horizontal and vertical locations of up to 10 underground features may be verified by excavation and soft digs ("soft-digs") on an as needed basis.
- c) Develop a preliminary opinion of whether to anticipate environmental impacts.
- d) Prepare conceptual layouts and site plans for County review.
- e) Attend a preliminary design review meeting after Tasks 1a) through 1d) are completed.

Task 2 – Final Design

- a) Prepare civil design drawings and specifications consistent with County standard criteria.
- b) Prepare 60% design documents including cover sheet, general notes, site plan and standard details. An opinion of probable cost will also be developed and submitted with the 60% design documents.
- c) Attend a 60% design review meeting with the County.
- d) Prepare draft permit applications for FDEP and Brevard County Right of Way for County to review.
- e) Prepare 90% design documents, including technical specifications, incorporating comments from the 60% design review. An opinion of probable cost will be updated and submitted with the 90% design documents.
- f) Attend a 90% design review meeting with the County.
- g) Prepare final permit applications and exhibits for the County to submit to FDEP and Brevard County Public Works (BCPW).
- h) Prepare responses to Requests for Additional Information (RAI) from FDEP and BCPW. One RAI is anticipated for FDEP and two RAI are anticipated for BCPW.
- i) Submit final design drawings and specifications incorporating comments from the 90% design review and permitting agency comments.
- j) Submit an engineer's opinion of probable cost with the final design submittal.
- k) Compile electronic files of bid documents in PDF format with Division 0 and 1 specifications in MS Word format. (The County will provide MS Word files of Divisions 0 and 1 specifications for modification by the Consultant.)

Task 3 – Bidding Assistance

- a) Attend the pre-bid meeting.
- b) Prepare answers to bidder questions for the County to use in preparation and distribution of bid addenda.
- c) Review bids and investigate bidder qualifications.
- d) Prepare a written recommendation for award of the construction contract.

Quality Assurance Plan

ATKINS shall be responsible for the professional quality of all deliverables. This shall include an internal Quality Assurance Plan that, as a minimum, provides review of all deliverables and significant calculations by another qualified professional that was not responsible for preparing the deliverable or calculation. Each deliverable shall include certification that the appropriate internal Quality Assurance review was performed prior to submittal to the County. Any exceptions will require approval by the County's Project Manager.

Section D. COORDINATION

The Consultant will coordinate the design with the County Staff members listed below as appropriate.

Function	Name	Email	Phone
Safety	Courtney Duff	Courtney.Duffa@brevardfl.gov	321-633-2093
Operations Mgr.	Brian Sorensen	Brian.Sorensen@brevardfl.gov	321-633-2093
Area Operations	Lou Braafladt	Louis.Braafladt@brevardfl.gov	321-455-1338
SCADA	Steve Allen	Steve.Allen@brevardfl.gov	321-255-4331
Construction	Owen Callard	Owen.Callard@brevardfl.gov	321-633-2089
Engineering	Rudy Mulamba	Rudy.Mulamba@brevardfl.gov	321-633-2089

Section E. COUNTY'S RESPONSIBILITY

The following shall be provided by the County in order to assist in the completion of the Consultant's tasks:

- a) Reasonable access to the site.
- b) Reasonable access to operations, maintenance, and engineering staff.
- c) AutoCAD drawings of County design standards.
- d) MS Word files of County standard technical specifications.
- e) Copies of available as-built drawings.
- f) Copies of available design and construction documents.
- g) MS Word template for Division 0 and 1 specifications.
- h) Advertisement and distribution of bid packages.
- i) Submittal of permit applications prepared by the Consultant.
- j) Payment of permit fees.
- k) Coordination with other County offices and federal and state regulatory agencies.
- l) Day-to-day observation of construction and coordination with Consultant.

Section F. CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED

- a) Environmental services related to threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- b) Services related to acquisition of real property, easements, or rights-of way.

Section G. DELIVERABLES

The following results shall be delivered by the Consultant:

All deliverables shall be provided only in electronic PDF format unless otherwise noted.

Generally –

- a) Monthly activity reports.
- b) Minutes from meetings and conferences with County staff and regulatory agencies.
- c) Timely invoices concurrent with the work.

Task 1 – Preliminary Design

- a) Topographic survey with geographic positions or State Plane Coordinates and a permanent benchmark in NAVD 88 datum.
- b) Preliminary site plans and proposed layouts.

Task 2 – Final Design

- a) Sixty percent design drawings.
- b) Draft permit applications for FDEP and Brevard County Right of Way, submitted electronically in PDF.
- c) Ninety percent design drawings and technical specifications, submitted electronically in PDF.
- d) Final permit applications for FDEP and Brevard County Right of Way, submitted electronically in PDF.
- e) Specification Divisions 0 and 1 in PDF and MS Word format.
- f) Final design drawings in PDF and AutoCAD format with X-refs and plot styles and technical specifications in PDF format.
- g) Engineer's opinion of probable cost at 60%, 90%, and final design, submitted electronically in PDF.

Task 3 – Bidding Assistance

- a) Answers to bidder's questions as applicable.
- b) Written recommendation for award of the construction contract.
- c) Two hard copies of signed and sealed, full size final drawings marked "For Construction".
- d) One hard copy of signed and sealed final design specifications marked "For Construction".

Section H. SCHEDULE

Milestone	Calendar Days to Complete	Sum of Days from NTP
Preliminary design (Mobilization, data collection, site plan, survey)	120	120
County review of preliminary design	14	134
60% design (Including draft permit applications)	45	179
County review of 60% design	14	193
90% design (Including final permit applications)	21	214
County review of 90% design	14	228
Final design (100% plans and specifications including Divisions 0 and 1)	14	242
County review of final documents	7	249
Engineering completed	7	256

NOTE: The County may suspend the Consultant's schedule for real estate acquisition, environmental remediation, coordination with other projects, or unforeseen circumstances causing delay.

Section I. BASIS OF COMPENSATION

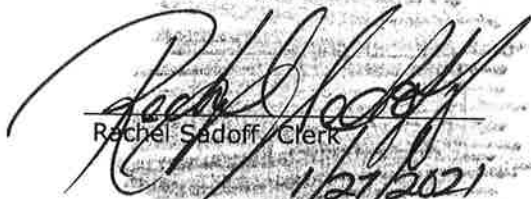
The fee for the scope of work described in Section C, above, shall not exceed a total of \$106,289.05 and shall not exceed the amounts shown in the table below for each specific task. The Consultant's proposed lump sum to provide engineering services is \$100,336.55 and time and material services (soft digs) is \$5,952.50. The County shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

Task	Description	Fee
1	Preliminary Engineering	\$62,074.05
2	Final Design	\$38,255.00
3	Bidding Assistance	\$5,960.00
--	Total	\$106,289.05

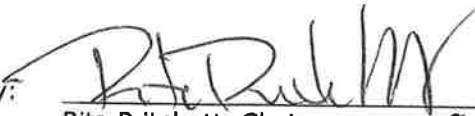
Section J. ACCEPTANCE

IN WITNESS WHEREOF, this _____ day of _____, 202_____.

ATTEST:


Rachel Sadoff, Clerk
1/27/2021


For: BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Rita Pritchett, Chair
As approved by the Board on 9/22/20

WITNESS:



For: Atkins North America, Inc.

By: 
Chad Seltzer, P.E., Sr. Project Manager

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
BREVARD COUNTY
AND
BREVARD COUNTY LEGAL AID, INC.**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 22 day of July, 2021 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** (hereinafter the "Contractor"), duly organized and existing by the virtue of the laws of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement dated November 4, 2020; and

WHEREAS, the parties hereto desire to amend said Agreement to change the scope of services and to increase the budget.,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. The above recitals are true and correct and are incorporated into this First Amendment by this reference.
2. Section 3, Compensation Amount and Method, is hereby amended to change the amount of compensation from \$256,500.00 to an amount not to exceed \$289,833.33. All other terms and conditions of Section 3 shall remain the same.
3. Attachment A, Scope of Services is hereby amended to increase services, a copy of which is attached hereto.
4. Attachment B, Budget is hereby amended to increase the budget from \$256,500.00 to \$289,833.33, a copy of which is attached hereto.
5. Attachment C, Conditions and Method of Compensation is hereby amended to increase the budget from \$256,500.00 to \$289,833.33, a copy of which is attached hereto.
6. Attachment D, Request for Reimbursement is hereby amended to increase the budget from \$256,500.00 to \$289,833.33, a copy of which is attached hereto.

7. Attachment E, Outcome Measures is hereby amended to update outcome measures, a copy of which is attached hereto.

8. All other terms and conditions of the Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of the First Amendment, shall remain in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on the date first above written.

Review for legal form and content:

By: [Signature] 7/21/2021
Robin Rogers, Assistant County Attorney

ATTEST:

[Signature]
RACHEL SADDON, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: [Signature]
Rita Pritchett, Chair

Date: August 5, 2021

As approved by the Board on: 9/22/2020

CONTRACTOR:

By: [Signature]
Robert Johnson, Executive Director

Date: 7/22/21

Brevard County Legal Aid, Inc.
Name of Company

1038 Harvin Way, Suite 100
Mailing Address

Rockledge, Fl. 32955
City, State, Zip Code

321-631-2500
Area Code / Telephone Number

0 000

ATTACHMENT A
SCOPE OF SERVICE
(BREVARD COUNTY LEGAL AID, INC.)
(LEGAL SERVICES FOR INDIGENT)

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 900 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.
5. This year due to the Corona virus pandemic, we will provide increased legal assistance to applicants that are victims of domestic violence.

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.

Budget Justification Form

Name of Agency: Brevard County Legal Aid, Inc.

Name of Program: General Program

Local Match

Year	Total Program Cost	Funds Requested (County)	Local Match (25% minimum)
20-21	\$1,000,000	\$289,333.33	n/a

Local Match			
Year	Amount	Type	Source
n/a	n/a	n/a	n/a

Personnel

Job Title	Name	Annual Salary	Level of Effort	Salary Requested
Executive Director	Robert Johnson Jr	\$118,500	Full-time	\$67,600
Staff Attorney	Ashley Ferrell	\$72,000	Full-time	\$22,000
Staff Attorney	Valeta Cameron	\$60,000	Full-time	\$22,000
Program Administrator	Mark Miller	\$63,500	Full-time	\$35,933.33
Paralegal	Lydia Stoddart	\$37,000	Full-time	\$26,500
Paralegal	Sherri MacFarlane	\$34,000	Full-time	\$11,500
Paralegal	Marlana Flowers	\$33,000	Full-time	\$27,000
Paralegal	Sandi Anderson	\$31,000	Full-time	\$11,000
Receptionist	Patricia East	\$33,500	Full-time	\$17,000
Subtotal Personnel Costs				\$240,533.33

Justification: As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Fringe Benefits

Subtotal Fringe Benefits	\$43,000
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Justification: Health Insurance paid by employer - As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Budget Justification Form

Other Expenses

Description	Method of Calculation	Requested Amount
Telephone	Based on actual expense	\$4,000
Liability Insurance	Based on actual expense	\$2,300
Subtotal Other		\$6,300

Justification: *As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.*

Travel

Description	Method of Calculation	Requested Amount
N/A	N/A	N/A
Subtotal Travel		

Justification:

Equipment

Description	Method of Calculation	Requested Amount
N/A	N/A	N/A
Subtotal Equipment		

Justification:

Supplies

Type	Cost
N/A	N/A
Subtotal Supplies	

Justification:

Contractual

Type	Service Provided	Cost*
N/A	N/A	N/A
Subtotal Contractual		

Justification:

Total

\$289,333.33

ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
BREVARD COUNTY LEGAL AID
LEGAL SERVICES FOR INDIGENT

The Contractor, **AGENCY NAME**, shall be paid a total sum not to exceed **\$289,333.33** in General Revenue funds for the services specified under this agreement. Compensation shall be allowed on a **Unit 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, 2021**. Any **CBO General Revenue** program funding covered by this agreement not expended for eligible activities by **September 30, 2021**, 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 fifteen days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this agreement.
- b. The satisfactory evaluation of the 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 **Units Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b. The **Request for Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a

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

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

**ATTACHMENT D.
MONTHLY REQUEST FOR REIMBURSEMENT FORM**

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: ANITA BLACK

FINANCIAL APPROVAL: _____

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

VENDOR NUMBER: 9087 PURCHASE ORDER NUMBER: 4500108990

DOCUMENT NUMBER: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: GENERAL FUND

NAME OF ORGANIZATION: BREVARD COUNT LEGAL AID, INC.

NAME OF PROGRAMS: LEGAL SERVICES FOR INDIGENT

CONTACT PERSON: MARK MILLER

PROGRAM ADDRESS: 1038 HARVIN WAY, SUITE 100, ROCKLEDGE, FL

MAILING ADDRESS: SAME AS PROGRAM

E-MAIL ADDRESS: mark@brevardlegalaid.org

TELEPHONE NUMBER: (321) 631-2500 ext. 514

REQUEST DATE: _____

REQUEST NUMBER: _____

FINAL PAYMENT REQUEST: YES _____ NO _____

TOTAL AMOUNT TO BE PAID: _____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2020 through September 30, 2021.

Salary Expense:

Employee Name/Title	Period Ending	Check Date	Check Number	Amount Requested
Robert Johnson, Executive Director				
Patricia East, Receptionist				
Ashley Ferrell, Staff Attorney				
Valeta Cameron, Staff Attorney				
Mark Miller, Finance Director and Office Manager *				
Sherri MacFarlane, Paralegal				
Marlana Flowers-Scholtens, Paralegal				
Sandi Anderson, Paralegal				

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$ 240,982.18
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- Remaining Funds \$ _____

Fringe Benefit Expense:

Employee	Period Ending	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$ 43,000
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Professional Liability Insurance

Vendor	Invoice #	Check Date	Check No.	Amount

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$ 1,851.15
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Telephone

Vendor	Invoice #	Check Date	Check No.	Amount

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$ 4,000
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Invoice Number	Date of Request	Amount Requested	Expended YTD	% YTD	Remaining Funds
					\$289,833.33
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

ATTACHMENT E2
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
(BREVARD COUNTY LEGAL AID, INC.)
(LEGAL SERVICES FOR INDIGENT)

FY 2020-2021 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS/ UNITS
900 or 100% of clients will receive advice, counsel, referral and other legal services.													
900 or 100% of clients will have an increased awareness of their legal situation, available resources and legal options													
153 or 17% of clients will receive increased access to court system by providing full representation by an attorney.													
90 or 10% of clients will improve family stability by establishing legally binding court orders.													
125 or 14% of clients (domestic violence victims) will have increased safety through court action or safety planning													
27 or 3% of dependent children in the foster care system or with special needs to secure appropriate placements and services.													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within 20 calendar days after the end of the month in which you are requesting reimbursement!

Budget Justification Form

Name of Agency: Brevard County Legal Aid, Inc.

Name of Program: General Program

Local Match

Year	Total Program Cost	Funds Requested (County)	Local Match (25% minimum)
20-21	\$1,000,000	\$289,333.33	n/a

Local Match			
Year	Amount	Type	Source
n/a	n/a	n/a	n/a

Personnel

Job Title	Name	Annual Salary	Level of Effort	Salary Requested
Executive Director	Robert Johnson Jr	\$118,500	Full-time	\$67,600
Staff Attorney	Ashley Ferrell	\$72,000	Full-time	\$22,000
Staff Attorney	Valeta Cameron	\$60,000	Full-time	\$22,000
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Paralegal	Sherri MacFarlane	\$34,000	Full-time	\$11,500
Paralegal	Marlana Flowers	\$33,000	Full-time	\$27,000
Paralegal	Sandi Anderson	\$31,000	Full-time	\$11,000
Receptionist	Patricia East	\$33,500	Full-time	\$17,000
Subtotal Personnel Costs				\$240,533.33

Justification: As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Fringe Benefits

Subtotal Fringe Benefits	\$43,000
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Justification: Health Insurance paid by employer - As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Budget Justification Form

Other Expenses

Description	Method of Calculation	Requested Amount
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Liability Insurance	Based on actual expense	\$2,300
Subtotal Other		\$6,300

Justification: *As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.*

Travel

Description	Method of Calculation	Requested Amount
N/A	N/A	N/A
Subtotal Travel		

Justification:

Equipment

Description	Method of Calculation	Requested Amount
N/A	N/A	N/A
Subtotal Equipment		

Justification:

Supplies

Type	Cost
N/A	N/A
Subtotal Supplies	

Justification:

Contractual

Type	Service Provided	Cost*
N/A	N/A	N/A
Subtotal Contractual		

Justification:

Total

\$289,333.33

ATTACHMENT E2
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
(BREVARD COUNTY LEGAL AID, INC.)
(LEGAL SERVICES FOR INDIGENT)

FY 2020-2021 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS/ UNITS
900 or 100% of clients will receive advice, counsel, referral and other legal services.													
900 or 100% of clients will have an increased awareness of their legal situation, available resources and legal options													
153 or 17% of clients will receive increased access to court system by providing full representation by an attorney.													
90 or 10% of clients will improve family stability by establishing legally binding court orders.													
125 or 14% of clients (domestic violence victims) will have increased safety through court action or safety planning													
27 or 3% of dependent children in the foster care system or with special needs to secure appropriate placements and services.													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within 20 calendar days after the end of the month in which you are requesting reimbursement!

FY 2020-2021 General Fund Agreement
Brevard County Legal Aid, Inc.- Legal Services for Indigent



BOARD OF COUNTY COMMISSIONERS

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

Inter-Office Memo

Date: June 9, 2021

To: Rita Pritchett, Chair
Board of County Commissioners

Through: Frank Abbate, County Manager *FBA*

Through: John Denninghoff, Assistant County Manager *[Signature]*

From: Edward Fontanin, Utilities Director *EF*

Subject: Task Order #9 Design Services for 16" RWM along Viera Blvd
Atkins North America, Inc

file
9/22/2020

The County has identified the need to extend the existing reclaimed water main (RWM) from its present termination point on Viera Blvd, west I95 to a connection point on Viera Blvd east I95 in order to enhance pressures and flow within the system. The intent of this task order is for the Consultant to evaluate the existing condition of the corridor, recommend to the County for improvements to be made, coordinate design of those improvements with the County, prepare permitting documents, prepare bid documents and provide bidding assistance for the project.

This project was included in the FY 2020-21 Budget approved by the Board of County Commissioners in special session on September 22, 2020 in adopted Resolution 20-116 establishing the final budget for FY 2020-21.

If you have any questions, please notify me at 350-8373.

UTILITY SERVICES DEPARTMENT**PROGRAM NAME: COUNTY WATER AND WASTEWATER****PROJECT NAME: SOUTH CENTRAL: REUSE SYSTEM OPTIMIZATION IMPROVEMENTS**

Project Total: \$8,319,895

October 1, 2015 through September 30, 2023

Funded Program: 6540409

District(s): 4

Project Description, Milestones and Service Impact

This project involves several projects to improve the level of service, integrity and operation of the South Central reclaimed water system. Performing these projects will increase the level of service to the reuse customers within this service area.

Revenue or Expense Category	All Prior Fiscal Years	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025 & Future	Total Revenue
Charges for Services Revenue	\$ 59,895	\$ 1,325,000	\$ -	\$ 4,690,000	\$ 2,245,000	\$ -	\$ -	\$ 8,319,895
Permit/Fees Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unfunded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loans Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 59,895	\$ 1,325,000	\$ -	\$ 4,690,000	\$ 2,245,000	\$ -	\$ -	\$ 8,319,895
Land Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning/Design Expense	\$ -	\$ -	\$ 1,325,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 2,825,000
Construction Expense	\$ 59,895	\$ -	\$ -	\$ 3,190,000	\$ 2,245,000	\$ -	\$ -	\$ 5,494,895
Other Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expense	\$ 59,895	\$ -	\$ 1,325,000	\$ 4,690,000	\$ 2,245,000	\$ -	\$ -	\$ 8,319,895

TASK ORDER NO. 9
Atkins North America, Inc.
Design Services for 16" RWM along Viera Blvd

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, Atkins North America, Inc., hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

Section A. BACKGROUND AND INTENT

The County has identified the need to extend the existing reclaimed water main (RWM) from its present termination point on Viera Blvd. west of I-95 to a connection point on Viera Blvd east of I-95 in order to enhance pressures and flow within the system. As a result from Task Order No. 7, the intent of this task order is for the Consultant to continue to evaluate the existing condition of the corridor, recommend to the County for improvements to be made, coordinate the design of those improvements with the County, prepare permitting documents, prepare bid documents, and provide bidding assistance for the project.

The expectation of the County is, and it is acknowledged by the Consultant, that the Consultant will coordinate with the County staff prior to submitting this task order to become familiar with the project requirements in a general way, view the site, and determine the scope of available documentation and resources.

Section B. PROJECT REPRESENTATIVES

For Brevard County Utility Services:	Don Kean, PE 321-633-2089 Don.Kean@brevardfl.gov
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For Consultant:	Ferdinand Vasquez, P.E. 407-806-4303 ferdinand.vasquez@atkinsglobal.com
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Section C. SCOPE OF WORK

The Consultant will provide engineering and bidding services as follows:

Task 1 -- Preliminary Engineering

- a) Collect and review available data from the County.
- b) Perform boundary and topographic surveys of the site – surface and sub-surface. The horizontal and vertical locations of underground features shall be verified by excavation and exposure ("soft-digs").
- c) Coordinate with U.S. Fish and Wildlife Services (USFWS) to determine if a permit or other mitigation measures are required for the proposed work.

- d) Prepare a site plan and routing plan of the 16" reclaimed water main for County review.
- e) Develop a Preliminary Engineer's Estimate of Probable Construction Costs.
- f) Attend a preliminary design review meeting after Tasks 1a) through 1e) are completed.

Task 2 -- Final Design

- a) Perform a geotechnical evaluation of the site.
- b) Prepare final design and construction drawings and specifications consistent with County standard criteria.
- c) Prepare 60% design documents including cover sheet, general notes, site plan and standard details. An opinion of probable cost will also be developed and submitted with the 60% Submittal.
- d) Attend a 60% design review meeting with the County.
- e) Prepare draft permit applications for Brevard County Public Works Right of Way, FDOT Utility Permit, and USFWS (if necessary) for County to review.
- f) Prepare 90% design documents, including technical specifications and opinion of probable cost, incorporating comments from the 60% design review.
- g) Prepare final permit application and exhibits for submittal to Brevard County Public Works, FDOT, and USFWS (if necessary).
- h) Prepare responses to Requests for Additional Information (RAI) from each regulatory agency. Two RAIs are anticipated for each application.
- i) Submit final design drawings and specifications incorporating comments from the 90% design review and permitting agency comments.
- j) Submit an engineer's opinion of probable cost with the final design submittal.

Task 3 -- Bidding Assistance

- a) Prepare bid documents per County standards. The County will provide MS Word files of Divisions 0 and 1 specifications for modification by the Consultant.
- b) Attend the pre-bid meeting.
- c) Prepare answers to bidder questions for the County to use in preparation and distribution of bid addenda.
- d) Review bids and investigate bidder qualifications.
- e) Prepare a written recommendation for award of the construction contract.

Section D. COORDINATION

The Consultant will coordinate the design with the County Staff members listed below as appropriate.

Function	Name	Email	Phone
Safety	Courtney Duff	Courtney.Duffa@brevardfl.gov	321-633-2093
Operations Mgr.	Brian Sorensen	Brian.Sorensen@brevardfl.gov	321-633-2093
Area Operations	Brian Sorensen	Brian.Sorensen@brevardfl.gov	321-863-6894
SCADA	Steve Allen	Steve.Allen@brevardfl.gov	321-255-4331
Construction	Owen Callard	Owen.Callard@brevardfl.gov	321-633-2089
Engineering	Lucas Siegfried	Lucas.Siegfried@brevardfl.gov	321-633-2089

Section E. COUNTY'S RESPONSIBILITY

The following shall be provided by the County in order to assist in the completion of the Consultant's tasks:

- a) Reasonable access to the site.
- b) Reasonable access to operations, maintenance, and engineering staff.
- c) AutoCAD drawings of County design standards.
- d) MS Word files of County standard technical specifications.
- e) Copies of available as-built drawings.
- f) Copies of available design and construction documents.
- g) Copies of available operating reports and maintenance records.
- h) MS Word template for Division 0 and 1 specifications.
- i) Advertisement and distribution of bid packages.
- j) Payment of permit fees.
- k) Coordination with other County offices and federal and state regulatory agencies.

Section F. CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED

- a) Environmental services related to threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- b) Services related to acquisition of real property, easements, or rights-of way.
- c) Payment of permitting agency application fees or inspection fees

Section G. DELIVERABLES

The following results shall be delivered by the Consultant:

All deliverables shall be provided only in electronic PDF format unless otherwise noted.

Generally –

- a) Monthly activity reports.
- b) Meeting minutes from meetings and conferences with County staff and regulatory agencies*.
- c) Comment response tables showing comment and response for County comments.
- d) Timely invoices concurrent with the work.

*County staff are required to be part of any meetings with regulatory agencies.

Task 1 -- Preliminary Design

- a) Conduct right-of-way/Topographic survey with geographic positions or State Plane Coordinates and a permanent benchmark in NAVD 88 datum.
- b) Preliminary routing plan.
- c) Preliminary Engineer's Estimate of Probable Construction Costs.

Task 2 -- Final Design

- a) Sixty percent design drawings.
- b) Draft permit applications for Brevard County Public Works Right of Way, FDOT Utility Permit and USFWS (if necessary).
- c) Results of geotechnical survey.
- d) Ninety percent design drawings and technical specifications. Submitted electronically in PDF. Specifications to be submitted in PDF and MS Word.
- e) Final Permit Applications with Exhibits.

- f) Specification Divisions 0 and 1 in PDF and MS Word format.
- g) Final design drawings in PDF and AutoCAD format with X-refs and plot styles, and technical specifications in PDF and MS Word format.
- h) Engineer's opinion of probable cost at 60%, 90%, and final design.

Task 3 -- Bidding Assistance

- a) Answers to bidder's questions as applicable.
- b) Written recommendation for award of the construction contract.

Section H. SCHEDULE

Milestone	Calendar Days to Complete	Sum of Days from NTP
Preliminary design (Mobilization, data collection, site plan, survey)	75	75
County review of preliminary design	7	82
60% design (Including draft permit applications)	40	122
County review of 60% design	7	129
90% design (Including final permit applications)	21	150
County review of 90% design	7	157
Final design (100% plans and specifications including Divisions 0 and 1)	14	171
County review of final documents	3	174
Engineering completed	7	181

NOTE: The County may suspend the Consultant's schedule for real estate acquisition, environmental remediation, coordination with other projects, or unforeseen circumstances causing delay.

Section I. BASIS OF COMPENSATION

The fee for the scope of work described in Section C, above, shall not exceed a lump sum total of \$149,467.20 and shall not exceed the amounts shown in the table below for each specific task. The County shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

Task	Description	Fee
1	Preliminary Design	\$76,338.04
2	Final Design	\$65,262.12
3	Bidding Assistance	\$7,867.04
--	Total	\$149,467.20

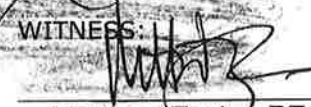
Section J. ACCEPTANCE

IN WITNESS WHEREOF, this 6 day of July, 202 .

WITNESS:


Rachel Sadoff, Clerk

WITNESS:


Matthew Taylor, PE

For: BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By:


Rita Pritchett, Chair

For: Atkins North America, Inc.

By:


Ferdinand Vasquez, P.E
Project Manager

**GENERAL FUND 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 a (Legal Services for Indigent), and

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

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

1. SCOPE OF SERVICE/WORK:

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

2. TERM:

The term of the Agreement shall begin **October 1, 2020**, and continue through **September 30, 2021**.

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 **\$256,500.00** as identified in **Attachment B Itemized Costs**, a copy of which is attached hereto and incorporated by this reference. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Contractor 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 Section 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 **Attachment D Monthly Request for Reimbursement Form**, a copy of which is attached hereto and incorporated by this reference, to request payment. The Contractor shall request reimbursement on a **monthly** basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Contractor or 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, 2021.

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 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 section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial 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 AGREEMENT:

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 Brevard County Director of Housing and Human Services shall have authority to execute modifications up to \$24,999.00. 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 Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than \$1,000,000 for Bodily Injury and Property Damage per occurrence.

b. Workers' Compensation Coverage:

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

c. Professional Liability Insurance:

Professional liability insurance, in an amount not less than \$1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement.

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 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:

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

11. COMPLIANCE WITH ADA OF 1990:

Contractor shall comply with the American with Disabilities Act of 1990 (PL101-33), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Contractor shall 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 prior written permission of the County.

14. TERMINATION:

If Contractor fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a "breach"), the County shall give the Contractor written notice of the existence and nature of the breach and Contractor shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Contractor fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Contractor and such termination shall be effective upon the Contractor's receipt of the written Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in section 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 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 OMB Circular A-133, 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. shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 Code of Federal Regulations Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, 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 Code of Federal Regulations Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant licensed under Chapter 473, Florida Statutes, in

accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, shall meet the requirements of this section. If the Operating Agency expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, the cost of the audit shall be paid from non-Federal resources (i.e., the cost of such audit shall be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, **Brevard County Legal Aid, Inc.** shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: **Ian Golden, Director, Brevard County Housing and Human Services Department 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 shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 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 years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds

within thirty days after the County has notified the Contractor in writing of such noncompliance.

c. MONITORING:

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

17. PUBLIC RECORDS:

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

County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - AT (321) 633-2076.

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. The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. E-VERIFY:

- a. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of the Contract; and
- b. Contractor shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S.

Department of Homeland Security's E-Verify system to verify the employment

Fiscal Year 2020-2021 General Fund Agreement

Brevard County Legal Aid, Inc.- Legal Services for Indigent

eligibility of all new employees hired by the subcontractor during the Contract term; and.

- c. Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.
- d. Compliance with the terms of this Section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
- f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law. All Contractors shall read, sign and comply with **Attachment G Confirmation of E-Verify Participation Form**, a copy of which is attached hereto and incorporated by this reference.

20. 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.

21. 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.

22. 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 months from the date of being placed on the convicted vendor list.

23. INFORMATION RELEASE/GRANTOR RECOGNITION:

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

24. 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 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

- e. **(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.)** shall 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 Code of Federal Regulations Part 76.

25. 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.

26. 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.

27. ATTACHMENTS:

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

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Itemized Cost Budget**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Request for Reimbursement Form**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Confirmation of E-Verify Participation Form**

28. NOTICE:

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


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

ATTEST:



Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Bryan Andrew Lober, Chairman

Date: 11/4/2020

As approved by the Board on 9/22/2020.

Reviewed for Legal Form and Content:

 10/8/2020

Robin Rogers, Esq., Assistant County Attorney

WITNESS:



Signature

Anita Black, SPC III


Name and Title, Typed or Printed

WITNESS:

Signature:

Name and Title, Typed or Printed

CONTRACTOR:

By: 

Signature

Date: 10/17/20

Robert Johnson, Executive Director

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)631-2500

Area Code / Telephone Number

ATTACHMENT A
SCOPE OF SERVICE
BREVARD COUNTY LEGAL AID, INC.
LEGAL SERVICES FOR INDIGENT

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 900 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 FORM

AGENCY NAME:	BREVARD COUNTY LEGAL AID, INC.
PROGRAM NAME:	LEGAL SERVICES FOR INDIGENT
FOCUSED CARE AREA:	BREVARD COUNTY RESIDENTS

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

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p><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 and various private foundations</p> <p><u>Service Technologies:</u> Westlaw, law library, brochures, case management system, Internet, Clerk's</p>	<ul style="list-style-type: none"> • Intake assessment • Advice and counsel • Brief service • Referral • Representation • Volunteer education • Attorney education • Staff training • Client training • Community education • Adopt an Agency • Statewide legal services interaction • Recruitment and recognition of volunteers • Case management • Safety planning • Trial advocacy • Domestic Violence Task Force 	<ul style="list-style-type: none"> • # of cases opened monthly • # of referred for ongoing representation monthly • # of pending cases monthly • # of closed cases monthly • # of trainings provided each year • # of trainings attend each year • # of hours of community education each year • # of agencies assisted through • Adopt an Agency each year • # of statewide legal services meetings attended each year • # of attorneys willing to participate each year • # of attorneys recognized for 	<ul style="list-style-type: none"> • Provide approximately 900 clients with advice, counsel, referral, and other legal services • Increase client awareness of legal situation, available resources and legal options • Increase client's access to court system by providing full representation by an attorney • Improve family stability by establishing legally binding court orders • Increase safety for domestic violence victims through court actions or safety planning 	<ul style="list-style-type: none"> • Ensure equal access To the justice system For low income and disadvantaged individuals and groups in Brevard County • Reduce the incidence of domestic violence in Brevard County

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
webpage, telephone, computers, email Funding Sources: FBF, UW, Title III, In Lieu of Service, attorney fees, filing fees, FCADV, VOCA, contributions, interest Participants: Economically disadvantaged, senior citizens with legal needs, non-profits primarily service the indigent		volunteer service each year	<ul style="list-style-type: none"> Representation of dependent children or with special needs in the foster care system to secure appropriate placements and services. 	

**Attachment B
Budget Justification Form**

Name of Agency: Brevard County Legal Aid, Inc.

Name of Program: General Program

Local Match

Year	Total Program Cost	Funds Requested (County)	Local Match (25% minimum)
20-21	\$1,000,000	\$256,500	n/a

Local Match			
Year	Amount	Type	Source
n/a	n/a	n/a	n/a

Personnel

Job Title	Name	Annual Salary	Level of Effort	Salary Requested
Executive Director	Robert Johnson Jr	\$118,500	Full-time	\$67,600
Staff Attorney	Ashley Ferrell	\$72,000	Full-time	\$15,000
Staff Attorney	Valeta Cameron	\$60,000	Full-time	\$15,000
Program Administrator	Mark Miller	\$63,500	Full-time	\$33,600
Paralegal	Lydia Stoddart	\$37,000	Full-time	\$23,000
Paralegal	Sherri MacFarlane	\$34,000	Full-time	\$8,000
Paralegal	Marlana Flowers	\$33,000	Full-time	\$27,000
Paralegal	Sandi Anderson	\$31,000	Full-time	\$8,000
Receptionist	Patricia East	\$33,500	Full-time	\$14,000
Subtotal Personnel Costs				\$211,200

Justification: As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Fringe Benefits

Subtotal Fringe Benefits	\$39,000
---------------------------------	-----------------

Justification: Health Insurance paid by employer - As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Fiscal Year 2020/2021 General Fund Agreement
Brevard County Legal Aid, Inc. – Legal services for Indigent

Budget Justification Form

Other Expenses

Description	Method of Calculation	Requested Amount
Telephone	Based on actual expense	\$4,000
Liability Insurance	Based on actual expense	\$2,300
Subtotal Other		\$6,300

Justification: As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Travel

Description	Method of Calculation	Requested Amount
N/A	N/A	N/A
Subtotal Travel		

Justification

Equipment

Description	Method of Calculation	Requested Amount
N/A	N/A	N/A
Subtotal Equipment		

Justification:

Supplies

Type	Cost
N/A	N/A
Subtotal Supplies	

Justification:

Contractual

Type	Service Provided	Cost*
N/A	N/A	N/A
Subtotal Contractual		

Justification:

Total

\$256,500

**ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
BREVARD COUNTY LEGAL AID, INC.
LEGAL SERVICES FOR INDIGENT**

The Contractor, **BREVARD COUNTY LEGAL AID, INC.** shall be paid a total sum not to exceed **\$256,500** in General Revenue funds for the services specified under this agreement. Compensation shall be allowed on an **Itemized Cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Request for Reimbursement Form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the 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, 2021**. Any **General Revenue** program funding covered by this agreement not expended for eligible activities by **September 30, 2021**, 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 fifteen days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this agreement.
- b. The satisfactory evaluation of the 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 Cost Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b. The **Request for Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a

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

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

**ATTACHMENT D
MONTHLY REQUEST FOR REIMBURSEMENT FORM**

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: _____
FINANCIAL APPROVAL: _____
BUSINESS AREA: _____ COST CENTER: _____ GL ACCOUNT: _____
VENDOR NUMBER: _____ PURCHASE ORDER NUMBER: _____
DOCUMENT NUMBER: _____
AMOUNT: \$ _____
APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: GENERAL FUND
NAME OF ORGANIZATION: Brevard County Legal Aid, Inc.
NAME OF PROGRAMS: Legal Services for the Indigent
CONTACT PERSON: Mark Miller – Program Administer
PROGRAM ADDRESS: 1038 Harvin Way Suite 100, Rockledge, Fl. 32955
MAILING ADDRESS: 1038 Harvin Way Suite 100, Rockledge, Fl. 32955
E-MAIL ADDRESS: mark@brevardlegalaid.org
TELEPHONE NUMBER: (321) 631-2500 Extension 514
REQUEST DATE: _____
REQUEST NUMBER: _____
FINAL PAYMENT REQUEST: YES _____ NO _____
TOTAL AMOUNT TO BE PAID: _____
I certify the services itemized on the authorization invoice have been provided and are a proper charge against the General Funds appropriate for this program:
AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2020 through September 30, 2021.

Salary Expenses:

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

Total Amount Expended: \$ _____

Summary:

♦ Total Budgeted \$211,200.00
♦ Total Previous \$ _____
♦ Total This Request \$ _____
Remaining Funds \$ _____

Fringe Benefit Expenses:

Employee Name/Title	Period Ending	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

♦ Total Budgeted \$39,000.00
♦ Total Previous \$ _____
♦ Total This Request \$ _____
♦ Remaining Funds \$ _____

Telephone Expenses:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

◆ Total Budgeted	<u>\$4,000.00</u>
◆ Total Previous	\$ _____
◆ Total This Request	\$ _____
◆ Remaining Funds	\$ _____

Liability Insurance Expenses:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

◆ Total Budgeted	<u>\$2,300.00</u>
◆ Total Previous	\$ _____
◆ Total This Request	\$ _____
◆ Remaining Funds	\$ _____

Invoice Number	Date of Request	Amount Requested	Expended YTD	% YTD	Remaining Funds
					\$256,500.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

ATTACHMENT E1.
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
 (This report must be completed in its entirety and submitted with each Request for Reimbursement)

DATE	
FUNDING SOURCE	GENERAL FUND
NAME OF AGENCY	BREVARD COUNTY LEGAL AID, INC.
NAME OF PROGRAM	LEGAL SERVICES FOR INDIGENT
REPORTING PERIOD	
AUTHORIZED SIGNATURE AND TITLE	

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

8. Please list any other funding your agency is currently receiving:

Other Federal Funding:

Other State Funding:

Other Local Funding:

Private Funding:

Total Funding:

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

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

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

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

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

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

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

ATTACHMENT E2
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
 (BREVARD COUNTY LEGAL AID, INC.)
 (LEGAL SERVICES FOR INDIGENT)

FY 2020-2021 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS/ UNITS
900 or 100% of clients will receive advice, counsel, referral and other legal services.													
900 or 100% of clients will have an increased awareness of their legal situation, available resources and legal options													
153 or 17% of clients will receive increased access to court system by providing full representation by an attorney.													
90 or 10% of clients will improve family stability by establishing legally binding court orders.													
99 or 11% of clients (domestic violence victims) will have increased safety through court action or safety planning													
27 or 3% of dependent children in the foster care system or with special needs to secure appropriate placements and services.													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within 20 calendar days after the end of the month in which you are requesting reimbursement!

ATTACHMENT F-EVALUATION PLAN FORM

AGENCY NAME: BREVARD COUNTY LEGAL AID, INC.

PROGRAM NAME: LEGAL SERVICES FOR INDIGENT

FOCUSED CARE AREA: BREVARD COUNTY

Have you made changes to the evaluation plan? ☐ YES ☐ NO Date Revised: _____

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<ul style="list-style-type: none"> • Provide approximately 900 clients with advice, counsel, referral, and other legal services • Increase client awareness of legal situation, available resources and legal options • Increase client's access to court system by providing full representation by an attorney • Improve family stability by establishing legally binding court orders • Increase safety for domestic violence victims through court actions or safety planning 	<p>Consultants for advice and counsel</p> <p>Referrals</p> <p>Brief Services</p> <p>Other Legal services provided</p> <p>Cases referred for representation</p> <p>IFPs awarded</p> <p>Safety planning completed</p>	<p>Intake application</p> <p>Intake application</p> <p>Intake application</p> <p>Case closure report</p> <p>Case closure report</p>	<p>Intake application</p> <p>Intake application</p> <p>Intake application</p> <p>Case management</p>	<p>All</p> <p>All</p> <p>All</p> <p>All</p>	<p>Monthly</p> <p>Monthly</p> <p>Monthly</p>

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

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

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.

2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.

3. All vendors/contractors must meet this requirement unless:

- a. The contract is solely for goods-based procurement where no services are provided; or
- b. Where the requirement is waived by the Board of County Commissioners.

4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under Board of County Commissioners Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. Nothing in Board of County Commissioners Policy 25(III)(V) may be construed to allow intentional discrimination of any class protected by law.

BUSINESS/ORGANIZATION NAME: _____

BID/RFP NUMBER AND NAME: _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____

DATE: _____

NAME: _____

POSITION: _____

**GENERAL FUND 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, Florida 32922**, (hereinafter the Contractor)

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a **Brevard County Juvenile Assessment Center Program**, and

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

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

1. SCOPE OF SERVICE/WORK:

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

2. TERM:

The term of the Agreement shall begin **October 1, 2020**, and continue through **September 30, 2021**.

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 **Attachment B Itemized Cost Budget** a copy of which is attached hereto and incorporated by this reference. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Contractor 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 Section 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 **Attachment D Monthly Request for Reimbursement Form**, a copy of which is attached hereto and incorporated by this

FY2020-2021 General Fund Agreement

Crosswinds Youth Services, Inc.-Brevard County Juvenile Assessment Center

reference, to request payment. The Contractor shall request reimbursement on a **monthly** basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Contractor or 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, 2021.

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 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 section shall not be limited in any way by a limitation on the

amount or type of damages, compensation or benefits payable by or for the custodial 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 AGREEMENT:

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 Brevard County Director of Housing and Human Services shall have authority to execute modifications up to \$24,999.00. 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 Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than \$1,000,000 for Bodily Injury and Property Damage per occurrence.

b. Automobile Liability Insurance:

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

c. Workers' Compensation Coverage:

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

d. Professional Liability Insurance:

Professional liability insurance, in an amount not less than \$1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement.

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 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:

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

11. COMPLIANCE WITH ADA OF 1990:

Contractor shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Contractor shall 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 prior written permission of the County.

14. TERMINATION:

If Contractor fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a "breach"), the County shall give the Contractor written notice of the existence and nature of the breach and Contractor shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Contractor fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Contractor and such termination shall be effective upon the Contractor's receipt of the written Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in section 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 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 OMB Circular A-133, 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. shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 Code of Federal Regulations Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, 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 Code of Federal Regulations Part 200 Subpart F, as revised. An

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

In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, **Crosswinds Youth Services, Inc.** shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: **Brevard County Housing and Human Services Department 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 shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 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 years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this

Agreement, the Contractor shall reimburse the County of all such funds within thirty days after the County has notified the Contractor in writing of such noncompliance.

c. **MONITORING:**

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

17. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy

of AO-47 is available upon request from the County's public records custodian designated below.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - AT (321) 633-2076.

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. The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. E-VERIFY:

- a. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and
- b. Contractor shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and
- c. Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and

- subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this Section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
 - e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
 - f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law. All Contractors shall read, sign and comply with **Attachment G Confirmation of E-Verify Participation Form**, a copy of which is attached hereto and incorporated by this reference.

20. 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.

21. 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.

22. 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 months from the date of being placed on the convicted vendor list.

23. INFORMATION RELEASE/GRANTOR RECOGNITION:

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

24. 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 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e. 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. shall 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 Code of Federal Regulations Part 76.

25. 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.

26. 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.

27. ATTACHMENTS:

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

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Itemized Cost Budget**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Monthly Request for Reimbursement Form**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Confirmation of E-Verify Participation Form**

28. NOTICE:

All notices 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:

**Jan Lokay, President/CEO, Crosswinds Youth Services, Inc., 1407 Dixon Blvd.,
Cocoa, Florida 32926**

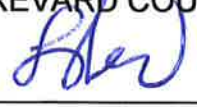
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Bryan Andrew Lober, Chair

Date: 11/17/2020


As approved by the Board on 09/22/2020

Reviewed for Legal Form and Content:



Robin Rogers Esq., Assistant County Attorney

WITNESS:



Katrina Verdier-Lang
Name and Title, Typed or Printed

WITNESS:

Signature:

Name and Title, Typed or Printed

CONTRACTOR:

By: 

Signature

Date: 13th October, 2020

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

Crosswinds Youth Services, Inc.
Name of Company

1407 Dixon Blvd.
Mailing Address

Cocoa, FL., 32926
City, State, Zip Code

321-452-0800
Area Code / Telephone Number

ATTACHMENT A-1 – PROGRAM LOGIC MODEL FORM

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: June 2020

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
SERVICE PROVIDERS: CROSSWINDS PROGRAM SETTINGS: Crosswinds, Cocoa COMMUNITY FACTORS: <ul style="list-style-type: none"> • Law Enforcement • Court System • Area Schools • Families/Youth COLLABORATIONS: Dept of Juvenile Justice	24-hour drop off Screening Assessment Service Linkage Follow-up Services	Programming 365 days a year, 24 hours a day A minimum of 750 referrals will be processed during the year A minimum of 175 youth will receive a JAC assessment A minimum of 140 youth will be linked to services A minimum of 112 youth who received NTR/CC services will not offend while receiving services	Ensure accessibility to law enforcement officers to youth services through availability of a 24/7/365 location. Reduce law enforcement downtime through a reliable quick drop off. Ensure some at risk youth in Brevard County have the opportunity to have an assessment. Provide timely services for families.	Safer communities and reduce crime by: Allowing law enforcement to spend more time in their communities on law enforcement duties and minimize the time spent supervising juveniles. Intervening quickly and effectively with delinquent and at-risk youth in the community.

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p>Substance, Mental & 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>SERVICE TECHNOLOGIES:</p> <ul style="list-style-type: none"> • Notice to Report form • Civil Citation • Assessment • Service Linkage • Screening Form <p>FUNDING SOURCES:</p>		<p>A minimum of 90 youth who received NTR/CC services will not offend for a period of 6 months after service</p> <p>A Minimum Of 126 Youth/Families Will Report That They Are Satisfied with Services</p>		

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
Brevard County Board of County Commissioners Crosswinds Youth Services PARTICIPANTS: Delinquent and at-risk youth and their families in Brevard County.				

**ATTACHMENT A
SCOPE OF SERVICE
Crosswinds Youth Services, Inc.**

Brevard County Juvenile Assessment Center Program

The Brevard County Juvenile Assessment Center (JAC) will offer or provide screenings and/or 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 an assessment and/or referral 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 assessment: An 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:

- A minimum of 175 youth will receive a JAC 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 B UNITS BUDGET

Name of Agency: Crosswinds Youth Services, Inc.

Name of Program: Juvenile Assessment Center Services

Local Match

Year	Total Program Cost	Funds Requested (County)	Local Match/Leverage (25% minimum)
2020 - 2021	\$263,815	\$208,815	\$55,000

Local Match/Leverage			
Year	Amount	Type	Source
2020 - 2021	\$55,000	Cash & In-kind	Foundations, Civil Citation fees and Crosswinds Youth Services, Inc.

Personnel

Job Title	Name	Annual Salary	Level of Effort	Salary Requested
Director of JAC		55,332	100%	55,332
Counselor/Case Manager		35,818	100%	35,818
Counselor/Case Manager		35,568	100%	35,568
Program Assistant		27,040	50%	13,520
Youth Care Worker		24,960	50%	12,480
Subtotal Personnel Costs				152,718

Justification: Staffing for the Juvenile Assessment Center to include program coordination, assessment, crisis and group counseling, data collection, reporting and monitoring of youth at the shelter.

Fringe Benefits

Subtotal Fringe Benefits	14,000
---------------------------------	---------------

Justification: Full-time employees receive a comprehensive package of benefits to include medical, vision, dental, disability and life insurance; and pension. This line item also includes worker's compensation and payroll taxes.

Travel

Description	Method of Calculation	Requested Amount
Local Travel	Approximately 100 miles per month at \$0.38 per mile	450
Subtotal Travel		450

Justification: The cost of the JAC Director to travel to conduct outreach with law enforcement, schools and community and to meetings with community partners to maintain and expand linkages for the program. This also includes the cost of Counselors to visit with the youth and family in their homes or other locations. Cost is based on historical mileage of JAC staff.

Training

Type	Cost
Training	100
Subtotal Training	100

Justification: Staff to be trained in CPR/1st Aid and other relevant trainings. Estimated costs using historical information.

Supplies

Type	Cost
General Office Supplies and Printing	3,000
Subtotal Supplies	3,000

Justification: Estimated costs using historical information. Supplies include notice to report forms, assessments, files and other general office supplies.

Insurance

Type	Cost
Commercial Insurance	2,500
Auto Insurance	1,000
Subtotal Other	3,500

Justification: Costs based on current rates to cover insurance coverage as required by contract.

Occupancy and Related Costs

Type	Cost
Rent Allowance	9,000
Utilities	8,000
Janitorial	800
Lawn Maintenance	800
Maintenance and Repairs	1,000
Subtotal Occupancy and Related Costs	19,600

Justification: Direct cost associated with operations of JAC based on historical costs.

Telephones

Type	Cost
Telephones	2,000
Subtotal Telephones	2,000

Justification: Direct cost associated with communication costs of land line, internet and cellular usage at JAC based on historical costs.

Other

Type	Cost
G & A Allocation	13,447
Subtotal Other	13,447

Justification: In-direct cost associated with operations of JAC based on audited G&A of 7%.

Total

208,815

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 funds for the services specified under this agreement. Compensation shall be allowed on a **Itemized Cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Request for Reimbursement Form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the 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, 2021**. Any **General Revenue** program funding covered by this agreement not expended for eligible activities by **September 30, 2021**, 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 fifteen days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this agreement.
- b. The satisfactory evaluation of the 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 Cost Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b. The **Request for Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a

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

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

**ATTACHMENT D
MONTHLY REQUEST FOR REIMBURSEMENT FORM**

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: Katrina Verdier-Lang

FINANCIAL APPROVAL: _____

BUSINESS AREA: 0001 COST CENTER: 290701 GL ACCOUNT: 5340000

VENDOR NUMBER: 7147 PURCHASE ORDER NUMBER: _____

DOCUMENT NUMBER: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: General Fund

NAME OF ORGANIZATION: Crosswinds Youth Services, Inc.

NAME OF PROGRAMS: Brevard County Juvenile Assessment Center

CONTACT PERSON: Lynn Cowart, CFO

PROGRAM ADDRESS: 1407 Dixon Blvd. Cocoa, FL 32922

MAILING ADDRESS: 1407 Dixon Blvd. Cocoa, F. 32922

E-MAIL ADDRESS: lynncowart@crosswindsyouthservices.org

TELEPHONE NUMBER: 321-452-0800

REQUEST DATE: _____

REQUEST NUMBER: _____

FINAL PAYMENT REQUEST: YES _____ NO _____

TOTAL AMOUNT TO BE PAID: _____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2020 through September 30, 2021.

Salary Expense:

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

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$152,718.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- Remaining Funds \$ _____

Fringe Benefit Expense:

Employee Name/Title	Period Ending	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$14,000.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Travel:

Employee Name/Title	Date	# of Miles	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$450.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Training:

Employee	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$100.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Supplies:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$3000.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Insurance:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$450.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Insurance:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$3,500.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Occupancy and Related Costs:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$19,600.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Telephone:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$2,000.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

G&A Allocation:

Employee Name/Title	Period Ending	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$13,447.00
- ◆ Total Previous \$ _____
- ◆ Total This Request \$ _____
- ◆ Remaining Funds \$ _____

Invoice Number	Date of Request	Amount Requested	Expended YTD	% YTD	Remaining Funds
					\$208,815.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

**ATTACHMENT E1.
PERFORMANCE AND MEASURABLE OUTCOMES REPORT**

(This report must be completed in its entirety and submitted with each Request for Reimbursement)

DATE	
FUNDING SOURCE	General Fund
NAME OF AGENCY	Crosswinds Youth Services, Inc.
NAME OF PROGRAM	Brevard County Juvenile Assessment Center
REPORTING PERIOD	
AUTHORIZED SIGNATURE AND TITLE	

1. Amount of funds expended this quarter:
2. Amount of funds expended to date:
3. Please state the progress achieved towards accomplishments outlined in your scope of work and/or services.
4. Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of work and/or services, and plan(s) to resolve the problem(s).
5. Has your organization experienced any (key) programmatic turnover? YES or NO, if yes please explain.
6. Did the agency provide match funding for this month/quarter? YES or NO, if yes explain.

Type/Source:

Match to Provide:

Current Match:

Previous Match:

Match Remaining:

7. Did your agency leverage funding this month/quarter? YES or NO or N/A, if yes list the amount leveraged and source:

Amount Leveraged:

Source:

8. Please list any other funding your agency is currently receiving:

Other Federal Funding:

Other State Funding:

Other Local Funding:

Private Funding:

Total Funding:

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

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

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

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

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

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

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

ATTACHMENT E2
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
Crosswinds Youth Services, Inc.

Brevard County Juvenile Assessment Center

FY 2020/2021 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS
750 or 100% of youth/families reported to JAC by law enforcement and community referrals will be offered services to include screening, assessment and service linkage.													
750 or 100% of youth referred to the JAC will be offered services within 72 hours of referral.													
90% or (157 of 175) youth and families will report they were able to get services in a													

FY 2020/2021 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS
reasonable amount of time.													
80% (140 of 175) of families receiving a JAC assessment will be linked to the appropriate services within 14 days of assessment.													
90% (126 of 140) of youth linked to services will receive a 30-day follow-up.													
90% (126 of 140) of youth and families will report the referrals made were appropriate and helpful.													
80% (112 of 140) youth who received NTR/CC													

FY 2020/2021 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS
services will not offend while receiving services.													
80% (90 of 112) of youth who received NTR/CC services will not re-offend for a period of 6 months after service.													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within 20 calendar days after the end of the month in which you are requesting reimbursement!

ATTACHMENT F-EVALUATION PLAN FORM

AGENCY NAME: Crosswinds Youth Services, Inc.

PROGRAM NAME: Brevard County Juvenile Assessment Center Program

FOCUSED CARE AREA: Brevard County

Have you made changes to the evaluation plan? ☐ YES ☒ NO Date Revised: June 2020

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Ensure high risk youth in Brevard County have the opportunity for a timely assessment.	1.1 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. 1.2 Youth referred to the JAC will be offered services	1.1 Program Database 1.2 Program Database 1.3 Service Satisfaction Survey	1.1 100% (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. 1.2 100% (750 of youth referred to the JAC will be	1.1 All youth referred to the JAC. 1.2 All youth referred to the JAC. 1.3 Youth and families receiving an assessment.	1.1 Compiled and reported monthly. 1.2 Compiled and reported monthly. 1.3 Compiled and reported monthly.

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
	<p>within 72 hours of referral.</p> <p>1.3 Youth and families will report they were able to get services in a reasonable amount of time.</p>		<p>offered services within 72 hours of referral.</p> <p>1.3 90% (157 of 175) of youth and families will report they were able to get services in a reasonable amount of time.</p>		
2. Youth and families will be linked quickly to needed and appropriate services.	<p>2.1 Families receiving a JAC assessment will be linked to appropriate services within 14 days of assessment.</p> <p>2.2 Youth linked to services will receive a 30-day follow-up.</p> <p>2.3 Youth and families will report the referrals made were</p>	<p>2.1 Program Database</p> <p>2.2 30-day follow-up contact.</p> <p>2.3 Service Satisfaction Survey</p>	<p>2.1 80% (140 of 175) of families receiving a JAC assessment will be linked to appropriate services within 14 days of assessment.</p> <p>2.2 90% (126 of 140) of youth linked to services will receive a 30-day follow-up.</p> <p>2.3 90% (126 of 140) of youth and families will</p>	<p>2.1 All youth receiving a JAC assessment.</p> <p>2.2 All youth referred for services.</p> <p>2.3 Youth and families linked to services.</p>	<p>2.1 Compiled and reported monthly.</p> <p>2.2 Compiled and reported monthly.</p> <p>2.3 Compiled and reported monthly.</p>

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
	appropriate and helpful.		report the referrals made were appropriate and helpful.		
3. Reduce juvenile delinquency.	<p>3.1 Youth who received NTR/CC services will not offend while receiving services.</p> <p>3. 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)</p> <p>3.2 Juvenile Justice Information System (JJIS)</p>	<p>3.1 A minimum of 80% (112 of 140) of youth who received NTR/CC services will not offend while receiving services.</p> <p>3.2 A minimum of 80% (90 of 112) of youth who received NTR/CC services will not re-offend for a period of 6 months after service.</p>	<p>3.1 Youth referred for services.</p> <p>3.2 Youth referred for services.</p>	<p>3.1 Compiled and reported monthly.</p> <p>3.2 Compiled and reported monthly.</p>

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

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

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.

2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.

3. All vendors/contractors must meet this requirement unless:

- a. The contract is solely for goods-based procurement where no services are provided; or
- b. Where the requirement is waived by the Board of County Commissioners.

4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under Board of County Commissioners Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. Nothing in Board of County Commissioners Policy 25(III)(V) may be construed to allow intentional discrimination of any class protected by law.

BUSINESS/ORGANIZATION NAME: Crosswinds Youth Services, Inc.

BID/RFP NUMBER AND NAME: _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____

DATE: 13th October, 2020

NAME: Jan Lokay

POSITION: President, CEO

**GENERAL FUND 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 a (Legal Services for Indigent), and

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

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

1. SCOPE OF SERVICE/WORK:

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

2. TERM:

The term of the Agreement shall begin **October 1, 2020**, and continue through **September 30, 2021**.

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 **\$256,500.00** as identified in **Attachment B Itemized Costs** a copy of which is attached hereto and incorporated by this reference. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Contractor 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 Section 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 **Attachment D Monthly Request for Reimbursement Form**, a copy of which is attached hereto and incorporated by this reference, to request payment. The Contractor shall request reimbursement on a **monthly** basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Contractor or 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, 2021.

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 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 section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial 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 AGREEMENT:

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 Brevard County Director of Housing and Human Services shall have authority to execute modifications up to \$24,999.00. 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 Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than \$1,000,000 for Bodily Injury and Property Damage per occurrence.

b. Workers' Compensation Coverage:

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

c. Professional Liability Insurance:

Professional liability insurance, in an amount not less than \$1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement.

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 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:

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

11. COMPLIANCE WITH ADA OF 1990:

Contractor shall comply with the American with Disabilities Act of 1990 (PL101-33), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Contractor shall 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 prior written permission of the County.

14. TERMINATION:

If Contractor fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a "breach"), the County shall give the Contractor written notice of the existence and nature of the breach and Contractor shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Contractor fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Contractor and such termination shall be effective upon the Contractor's receipt of the written Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in section 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 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 OMB Circular A-133, 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. shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 Code of Federal Regulations Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, 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 Code of Federal Regulations Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant licensed under Chapter 473, Florida Statutes, in

accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, shall meet the requirements of this section. If the Operating Agency expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, is not required. In the event that the Agency. expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, the cost of the audit shall be paid from non-Federal resources (i.e., the cost of such audit shall be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, **Brevard County Legal Aid, Inc.** shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: **Ian Golden, Director, Brevard County Housing and Human Services Department 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 shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 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 years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds

within thirty days after the County has notified the Contractor in writing of such noncompliance.

c. **MONITORING:**

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

17. **PUBLIC RECORDS:**

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

County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - AT (321) 633-2076.

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. The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. E-VERIFY:

- a. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of the Contract; and
- b. Contractor shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S.

Department of Homeland Security's E-Verify system to verify the employment

eligibility of all new employees hired by the subcontractor during the Contract term; and.

- c. Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.
- d. Compliance with the terms of this Section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
- f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law. All Contractors shall read, sign and comply with **Attachment G Confirmation of E-Verify Participation Form**, a copy of which is attached hereto and incorporated by this reference.

20. 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.

21. 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.

22. 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 months from the date of being placed on the convicted vendor list.

23. INFORMATION RELEASE/GRANTOR RECOGNITION:

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

24. 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 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

- e. **(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.)** shall 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 Code of Federal Regulations Part 76.

25. 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.

26. 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.

27. ATTACHMENTS:

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

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Itemized Cost Budget**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Request for Reimbursement Form**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Confirmation of E-Verify Participation Form**


28. NOTICE:

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


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

ATTEST:



Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Bryan Andrew Lober, Chairman

Date: 11/4/2020

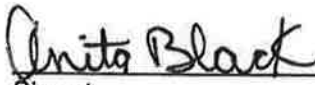
As approved by the Board on 9/22/2020.

Reviewed for Legal Form and Content:

 10/8/2020

Robin Rogers, Esq., Assistant County Attorney

WITNESS:



Signature

Anita Black, SPCTIC

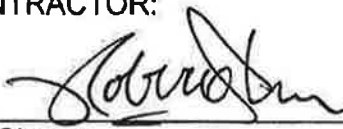
Name and Title, Typed or Printed

WITNESS:

Signature:

Name and Title, Typed or Printed

CONTRACTOR:

By: 

Signature

Date: 10/17/20

Robert Johnson, Executive Director

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)631-2500

Area Code / Telephone Number

ATTACHMENT A
SCOPE OF SERVICE
BREVARD COUNTY LEGAL AID, INC.
LEGAL SERVICES FOR INDIGENT

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 900 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 FORM

AGENCY NAME:	BREVARD COUNTY LEGAL AID, INC.
PROGRAM NAME:	LEGAL SERVICES FOR INDIGENT
FOCUSED CARE AREA:	BREVARD COUNTY RESIDENTS

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

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p>Service Providers: Staff attorneys, Executive Director, staff paralegals, support staff, Pro Bono attorneys, student interns</p> <p>Program Setting: Main office, outreach, telephone</p> <p>Community Factors: Court system, law library, clerk's office, referral agencies</p> <p>Collaborations: Hospice, 211 Brevard, CSC, Pro Se Coordinator, CMS, other local social services agencies, domestic violence shelters, Women's Center and various private foundations</p> <p>Service Technologies: Westlaw, law library, brochures, case management system, Internet, Clerk's</p>	<ul style="list-style-type: none"> • Intake assessment • Advice and counsel • Brief service • Referral • Representation • Volunteer education • Attorney education • Staff training • Client training • Community education • Adopt an Agency • Statewide legal services interaction • Recruitment and recognition of volunteers • Case management • Safety planning • Trial advocacy • Domestic Violence Task Force 	<ul style="list-style-type: none"> • # of cases opened monthly • # of referred for ongoing representation monthly • # of pending cases monthly • # of closed cases monthly • # of trainings provided each year • # of trainings attend each year • # of hours of community education each year • # of agencies assisted through • Adopt an Agency each year • # of statewide legal services meetings attended each year • # of attorneys willing to participate each year • # of attorneys recognized for 	<ul style="list-style-type: none"> • Provide approximately 900 clients with advice, counsel, referral, and other legal services • Increase client awareness of legal situation, available resources and legal options • Increase client's access to court system by providing full representation by an attorney • Improve family stability by establishing legally binding court orders • Increase safety for domestic violence victims through court actions or safety planning 	<ul style="list-style-type: none"> • Ensure equal access To the justice system For low income and disadvantaged individuals and groups in Brevard County • Reduce the incidence of domestic violence in Brevard County

FY 2020-2021 General Fund Agreement
Brevard County Legal Aid, Inc. – Legal Services for Indigent

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
webpage, telephone, computers, email Funding Sources: FBF, UW, Title III, In Lieu of Service, attorney fees, filing fees, FCADV, VOCA, contributions, interest Participants: Economically disadvantaged, senior citizens with legal needs, non-profits primarily service the indigent		volunteer service each year	•Representation of dependent children or with special needs in the foster care system to secure appropriate placements and services.	

**Attachment B
Budget Justification Form**

Name of Agency: Brevard County Legal Aid, Inc.

Name of Program: General Program

Local Match

Year	Total Program Cost	Funds Requested (County)	Local Match (25% minimum)
20-21	\$1,000,000	\$256,500	n/a

Local Match			
Year	Amount	Type	Source
n/a	n/a	n/a	n/a

Personnel

Job Title	Name	Annual Salary	Level of Effort	Salary Requested
Executive Director	Robert Johnson Jr	\$118,500	Full-time	\$67,600
Staff Attorney	Ashley Ferrell	\$72,000	Full-time	\$15,000
Staff Attorney	Valeta Cameron	\$60,000	Full-time	\$15,000
Program Administrator	Mark Miller	\$63,500	Full-time	\$33,600
Paralegal	Lydia Stoddart	\$37,000	Full-time	\$23,000
Paralegal	Sherri MacFarlane	\$34,000	Full-time	\$8,000
Paralegal	Marlana Flowers	\$33,000	Full-time	\$27,000
Paralegal	Sandi Anderson	\$31,000	Full-time	\$8,000
Receptionist	Patricia East	\$33,500	Full-time	\$14,000
Subtotal Personnel Costs				\$211,200

Justification: As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Fringe Benefits

Subtotal Fringe Benefits	\$39,000
---------------------------------	-----------------

Justification: Health Insurance paid by employer - As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Fiscal Year 2020/2021 General Fund Agreement
Brevard County Legal Aid, Inc. – Legal services for Indigent

Budget Justification Form

Other Expenses

Description	Method of Calculation	Requested Amount
Telephone	Based on actual expense	\$4,000
Liability Insurance	Based on actual expense	\$2,300
Subtotal Other		\$6,300

Justification: As established by Florida Statutes, counties shall pay "reasonable and necessary salaries, costs and expenses" for Brevard County Legal Aid.

Travel

Description	Method of Calculation	Requested Amount
N/A	N/A	N/A
Subtotal Travel		

Justification:

Equipment

Description	Method of Calculation	Requested Amount
N/A	N/A	N/A
Subtotal Equipment		

Justification:

Supplies

Type	Cost
N/A	N/A
Subtotal Supplies	

Justification:

Contractual

Type	Service Provided	Cost*
N/A	N/A	N/A
Subtotal Contractual		

Justification:

Total

\$256,500

Fiscal Year 2020/2021 General Fund Agreement
Brevard County Legal Aid, Inc. – Legal services for Indigent

**ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION
BREVARD COUNTY LEGAL AID, INC.
LEGAL SERVICES FOR INDIGENT**

The Contractor, **BREVARD COUNTY LEGAL AID, INC.** shall be paid a total sum not to exceed **\$256,500** in General Revenue funds for the services specified under this agreement. Compensation shall be allowed on an **Itemized Cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Request for Reimbursement Form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the 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, 2021**. Any **General Revenue** program funding covered by this agreement not expended for eligible activities by **September 30, 2021**, 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 fifteen days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this agreement.
- b. The satisfactory evaluation of the 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 Cost Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b. The **Request for Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a

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

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

**ATTACHMENT D
MONTHLY REQUEST FOR REIMBURSEMENT FORM**

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: _____
FINANCIAL APPROVAL: _____
BUSINESS AREA: _____ COST CENTER: _____ GL ACCOUNT: _____
VENDOR NUMBER: _____ PURCHASE ORDER NUMBER: _____
DOCUMENT NUMBER: _____
AMOUNT: \$ _____
APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: GENERAL FUND
NAME OF ORGANIZATION: Brevard County Legal Aid, Inc.
NAME OF PROGRAMS: Legal Services for the Indigent
CONTACT PERSON: Mark Miller – Program Administer
PROGRAM ADDRESS: 1038 Harvin Way Suite 100, Rockledge, Fl. 32955
MAILING ADDRESS: 1038 Harvin Way Suite 100, Rockledge, Fl. 32955
E-MAIL ADDRESS: mark@brevardlegalaid.org
TELEPHONE NUMBER: (321) 631-2500 Extension 514
REQUEST DATE: _____
REQUEST NUMBER: _____
FINAL PAYMENT REQUEST: YES _____ NO _____
TOTAL AMOUNT TO BE PAID: _____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2020 through September 30, 2021.

Salary Expenses:

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

Total Amount Expended: \$ _____

Summary:

♦ Total Budgeted \$211,200.00
 ♦ Total Previous \$ _____
 ♦ Total This Request \$ _____
 Remaining Funds \$ _____

Fringe Benefit Expenses:

Employee Name/Title	Period Ending	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

♦ Total Budgeted \$39,000.00
 ♦ Total Previous \$ _____
 ♦ Total This Request \$ _____
 ♦ Remaining Funds \$ _____

Telephone Expenses:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

♦ Total Budgeted	<u>\$4,000.00</u>
♦ Total Previous	\$ _____
♦ Total This Request	\$ _____
♦ Remaining Funds	\$ _____

Liability Insurance Expenses:

Vendor	Account/Invoice #	Check Date	Check No.	Amount Requested

Total Amount Expended: \$ _____

Summary:

♦ Total Budgeted	<u>\$2,300.00</u>
♦ Total Previous	\$ _____
♦ Total This Request	\$ _____
♦ Remaining Funds	\$ _____

Invoice Number	Date of Request	Amount Requested	Expended YTD	% YTD	Remaining Funds
					\$256,500.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

ATTACHMENT E1.
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
(This report must be completed in its entirety and submitted with each Request for Reimbursement)

DATE	
FUNDING SOURCE	GENERAL FUND
NAME OF AGENCY	BREVARD COUNTY LEGAL AID, INC.
NAME OF PROGRAM	LEGAL SERVICES FOR INDIGENT
REPORTING PERIOD	
AUTHORIZED SIGNATURE AND TITLE	

1. Amount of funds expended this quarter:
2. Amount of funds expended to date:
3. Please state the progress achieved towards accomplishments outlined in your scope of work and/or services.
4. Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of work and/or services, and plan(s) to resolve the problem(s).
5. Has your organization experienced any (key) programmatic turnover? YES or NO, if yes please explain.
6. Did the agency provide match funding for this month/quarter? YES or NO, if yes explain.

Type/Source:
Match to Provide:
Current Match:
Previous Match:
Match Remaining:
7. Did your agency leverage funding this month/quarter? YES or NO or N/A, if yes list the amount leveraged and source:

Amount Leveraged:
Source:

8. Please list any other funding your agency is currently receiving:

Other Federal Funding:

Other State Funding:

Other Local Funding:

Private Funding:

Total Funding:

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

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

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

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

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

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

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

ATTACHMENT E2
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
(BREVARD COUNTY LEGAL AID, INC.)
(LEGAL SERVICES FOR INDIGENT)

FY 2020-2021 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS/ UNITS
900 or 100% of clients will receive advice, counsel, referral and other legal services.													
900 or 100% of clients will have an increased awareness of their legal situation, available resources and legal options													
153 or 17% of clients will receive increased access to court system by providing full representation by an attorney.													
90 or 10% of clients will improve family stability by establishing legally binding court orders.													
99 or 11% of clients (domestic violence victims) will have increased safety through court action or safety planning													
27 or 3% of dependent children in the foster care system or with special needs to secure appropriate placements and services.													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within 20 calendar days after the end of the month in which you are requesting reimbursement!

FY 2020-2021 General Fund Agreement
Brevard County Legal, Aid, Inc.- Legal Services for Indigent

ATTACHMENT F-EVALUATION PLAN FORM

AGENCY NAME: BREVARD COUNTY LEGAL AID, INC.

PROGRAM NAME: LEGAL SERVICES FOR INDIGENT

FOCUSED CARE AREA: BREVARD COUNTY

Have you made changes to the evaluation plan? ☐ YES ☐ NO Date Revised:

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<ul style="list-style-type: none"> • Provide approximately 900 clients with advice, counsel, referral, and other legal services • Increase client awareness of legal situation, available resources and legal options • Increase client's access to court system by providing full representation by an attorney • Improve family stability by establishing legally binding court orders • Increase safety for domestic violence victims through court actions or safety planning 	<p>Consultants for advice and counsel</p> <p>Referrals</p> <p>Brief Services</p> <p>Other Legal services provided</p> <p>Cases referred for representation</p> <p>IFPs awarded</p> <p>Safety planning completed</p>	<p>Intake application</p> <p>Intake application</p> <p>Intake application</p> <p>Case closure report</p> <p>Case closure report</p>	<p>Intake application</p> <p>Intake application</p> <p>Intake application</p> <p>Case management</p>	<p>All</p> <p>All</p> <p>All</p> <p>All</p>	<p>Monthly</p> <p>Monthly</p> <p>Monthly</p>

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

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

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under Board of County Commissioners Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in Board of County Commissioners Policy 25(III)(V) may be construed to allow intentional discrimination of any class protected by law.

BUSINESS/ORGANIZATION NAME: _____

BID/RFP NUMBER AND NAME: _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____

DATE: _____

NAME: _____

POSITION: _____



BOARD OF COUNTY COMMISSIONERS

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

Inter-Office Memo

TO: Bryan Andrew Lober, Chair
Brevard County Board of County Commissioners

THRU: Frank Abbate, County Manager *YBR*
County Managers' Office

THRU: Jim Liesenfelt, Assistant County Manager *JL*
County Managers' Office

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

SUBJECT: FY 2020/2021 General Revenue Contract

DATE: October 20, 2020

RECEIVED

OCT 26 2020

County Manager's
Office

On September 22, 2020, in special session, the Board of County Commissioners adopted and approved the final budget for FY 2020/2021, which approved General Revenue Funding for **Brevard County Legal Aid, Inc.**

The attached Brevard County Legal Aid, Inc. contract is an annual renewal for the period of performance October 1, 2020 to September 30, 2021.

Attached please find a copy of the clerk memorandum, dated September 23, 2020.

Thank you.



BOARD OF COUNTY COMMISSIONERS

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

Inter-Office Memo

Date: April 21, 2021
To: Rita Pritchett, Chair
Board of County Commissioners
Through: Frank Abbate, County Manager
Through: John Denninghoff, Assistant County Manager
From: Edward Fontanin, Utilities Director *EF*
Subject: Task Order #6 SBWWTF Evaluation and Assessment
CPH, Inc

The County has requested an evaluation of the South Beaches Wastewater Treatment Facility. This evaluation is intended to document the condition of each component of the facility, the site, and any associated buildings and infrastructure. The evaluation shall be visual in nature, per a scoping meeting with County Staff, and not include any detailed evaluations, testing, studies or operational checks. This task is intended to develop a prioritized list of necessary improvements to extend the operational life of the SBWWTF with an Opinion of Probable Construction Cost generated for planning purposes.

This project was included in the FY 2020-21 Budget approved by the Board of County Commissioners in special session on September 22, 2020 in adopted Resolution 20-116 establishing the final budget for FY 2020-21.

Attached, please find two (2) original copies of the contract for the project. Please execute each original where indicated.

If you have any questions, please notify me at 350-8373.

Did not receive 5/4/21
DJ

TASK ORDER NO. 6

CPH, INC.

SOUTH BEACHES WASTEWATER TREATMENT FACILITY (SBWWTF) EVALUATION AND ASSESSMENT

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, CPH, Inc., hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

SECTION A - BACKGROUND AND INTENT

The County has requested an evaluation of the South Beaches Wastewater Treatment Facility (SBWWTF). This evaluation is intended to:

- Document the condition of each component of the facility, the site, and any associated buildings and infrastructure
- The evaluation shall be "visual" in nature, per a scoping meeting with County Staff, and not include any detailed evaluations, testing, studies or operational checks

This task is intended to develop a prioritized list of necessary improvements to extend the operational life of the SBWWTF with an Opinion of Probable Construction Cost (OPCC) generated for planning purposes.

The County and the Consultant have already discussed the project/task order requirements in a Scoping Meeting conducted with Staff. The project elements, available documentation and resources, project timeline and final report requirements were discussed in a general manner.

SECTION B - PROJECT REPRESENTATIVES

For Brevard County Utility Services:

Don Kean, PE
321-633-2089
Don.Kean@brevardfl.gov

For Consultant:

Benjamin M. Fries
407-620-4398
bfries@cphcorp.com
bfries1@brighthouse.com

SECTION C - SCOPE OF WORK

The Consultant will provide professional engineering services to conduct a *general* evaluation of the South Beaches Wastewater Treatment Facility. The evaluation will be coordinated with County staff and will include a kick-off/roundtable workshop, several site visits to specifically review multiple aspects of the facility, numerous task related workshops, a proposed facility improvement prioritization/ranking workshop, and a final evaluation/assessment workshop. The Consultant is a multi-disciplinary firm and will utilize the following engineering staff to conduct the evaluation/assessment at the South Beaches WWTF:

- Civil Engineer
- Structural Engineer
- Environmental Engineer (2)
- Water Resources Engineer
- Electrical Engineer - electrical, controls, instrumentation and SCADA/PICS (2)
- Construction Engineer/Certified Contractor
- Security System Specialist
- Drone Specialist

The SBWWTF evaluation and assessment project will be subdivided into various tasks to be completed by the Consultant as identified below.

Task 1 – Facility/Site Evaluation

Members of the Consultant's professional engineering team, disciplines listed above, will review the overall facility site (within the fenced limits of the SBWWTF) to include the following components:

- Stormwater management system
- Pavement and sidewalks
- The following facility buildings to include a general review of their condition:

Building	Facility Site Plan Identifier*
Operations Building	U
Maintenance/Administrative Building	V
Pretreatment Building	B
RAS/WAS Pump Station Building	F
Sludge Processing Building	Q
Reclaimed Water Distribution Pump Station Building	P
Sodium Hypochlorite Storage and Feed System Building	N
Tertiary Filtration System Building	I
Deep Injection Well Pump Building	S
Blower/Electrical Building	W

* See the attached Facility Site Plan at the end of this Task Order.

This assessment does not include a detailed internal inspection of the HVAC, electrical, and fire protection systems.

- Site security and access.
- Infrastructure photographs will be taken of facility infrastructure and utilized in the final report to be generated. The photographs will be oriented with respect to the infrastructure evaluated/assessed in conjunction with an aerial view.
- A brief summary of the condition of the infrastructure, an itemized list of recommended repairs, rehabilitation, or replacement for each component evaluated will be prepared in coordination with County Staff.
- Individual Opinions of Probable Construction Cost (OPCC) for identified deficiencies and recommended improvements will be prepared to include projected engineering and construction costs.

Task 2 – Unit Operation/Process Evaluation

Members of the Consultant's professional engineering team, disciplines previously listed, will review the overall facility site to include the facility unit operations/processes and additional infrastructure listed below.

Generally, the process equipment will be visually inspected for operability and condition. Equipment will not be tested for operating parameters as compared to the original design parameters. Operational deficiencies of this nature will be identified by County staff and this information shall be provided, in an electronic format, to the Consultant. Original design criteria and permitted limits may be documented for each unit operation and process.

Unit Operation/Process	Description
Pretreatment (Headworks)	A review of the headworks infrastructure (barscreens, grit removal system, gates, odor control, etc.) for operability and condition.
Oxidation Ditch System	The aeration and mixing systems and any isolation gates/valves will be reviewed for operability and condition.
Secondary Clarifiers	The clarifier mechanism and structure will be reviewed for operability and condition.
RAS/WAS Pumping System	The RAS/WAS pumping system, and associated infrastructure, will be reviewed for operability and condition.
Tertiary Filtration System	The tertiary (sand) filters, and associated infrastructure, will be reviewed for operability and condition.
Disinfection System	The chlorine contact chamber and associated equipment will be reviewed for operability and condition.
Aerobic Digestion System	The digester mixing and aeration system will be reviewed for operability and condition.
Digested Sludge Pumping System	The digested sludge pumping system, conveying sludge from the aerobic digester to the sludge dewatering system will be reviewed.
Sludge Dewatering System	The belt filter press and associated equipment will be reviewed for operability and condition. Performance criteria such as drying percentage will be a review of documentation provided by County staff.
Chemical Feed Systems	Chemical Systems will be identified and reviewed individually. Each system will be reviewed for operability, visible leaks, and general condition and age.
Reclaimed Water Ground Storage Tank	The Reclaimed Water GST will be reviewed from the exterior only. Any previous internal inspection reports will be incorporated by reference, as appropriate.
Reclaimed Water Distribution System Pump Station	The reclaimed water distribution system pump station (pumps, valves, piping, etc.) will be reviewed for operability and condition.

Unit Operation/Process	Description
Deep Injection Well	Deep Injection wells will be reviewed for condition and operability. A review of the latest mechanical integrity testing report will be completed.
Deep Injection Well Piping	Deep injection well piping will be visually inspected. No internal inspections or integrity testing is included
Deep Injection Well Valves	Deep Injection well valves will be tested for operability by County staff during the Consultant's evaluation/assessment site visits. However, positive confirmation of full opening or closure cannot be assured.
Deep Injection Well Pumps and Monitoring Wells	Deep injection well pumps and monitoring wells will be evaluated for operability and condition
Above Grade Process Piping	Above grade site piping will be visually inspected. No internal inspections or integrity testing will be provided as a part of this Infrastructure evaluation.
Above Grade Site Valves	Above grade site valves will be tested for operability by County Staff during the Consultant's evaluation/assessment site visits. However, positive confirmation of full opening or closure cannot be assured.
Miscellaneous Infrastructure	Miscellaneous components and structures associated with the treatment system such as plant lift stations, drain systems, etc. will be evaluated and individually identified in the evaluation/assessment report.

- Infrastructure photographs will be taken of facility infrastructure and utilized in the final report to be generated. The photographs will be oriented with respect to the Infrastructure evaluated/assessed in conjunction with an aerial view.
- A brief summary of the condition of the Infrastructure, an itemized list of recommended repairs, rehabilitation, or replacement for each component evaluated will be prepared in coordination with County Staff.
- Individual Opinions of Probable Construction Cost (OPCC) for identified deficiencies and recommended improvements will be prepared to include projected engineering and construction costs.

Task 3 – Structural Evaluation

Members of the Consultant's professional engineering team, disciplines previously listed, will conduct a structural evaluation of the site infrastructure. This review will include a visual evaluation of each structure and the associated supports, walkways and stairs. Included in this review will be a comparison of current OSHA standards for safe working access to all maintained portions of the site. The work in this task includes the following:

- Review of record drawings (County provided).
- Exterior structure evaluation for cracking, spalling, visible leaks, historic leaks, etc.
- Structural supports and walkways.
- Infrastructure photographs will be taken of facility infrastructure and utilized in the final report to be generated. The photographs will be oriented with respect to the Infrastructure evaluated/assessed in conjunction with an aerial view.
- A brief summary of the condition of the infrastructure, an itemized list of recommended repairs (crack injection, reinforcement, etc.), rehabilitation, or replacement for each structure evaluated.

- Individual Opinions of Probable Construction Cost (OPCC) for identified deficiencies and recommended improvements will be prepared to include projected engineering and construction costs.

Task 4 – Electrical Evaluation

Members of the Consultant's professional engineering team, disciplines previously listed, will evaluate the electrical, instrumentation, SCADA, PLC, and automation systems for consistent, reliable operation and recommend updates/upgrades. This evaluation will check the existing systems for compliance with current electrical code and County standards. The electrical evaluation will include:

- Emergency backup systems and any recommended improvements to allow for continued operation under adverse conditions.
- Individual power and control panels for each unit operation/process.
- General electrical system around the site including power and control pull boxes, duct banks (visible inspection only) and grounding systems.
- Process instrumentation including primary elements and transmitters.
- Automation and Control Systems including current operating protocols and a visual review of the SCADA system screens.
- Site Lighting.
- Site security infrastructure.
- Infrastructure photographs will be taken of facility infrastructure and utilized in the final report to be generated. The photographs will be oriented with respect to the infrastructure evaluated/assessed in conjunction with an aerial view.
- A brief summary of the condition of the infrastructure, an itemized list of recommended repairs, rehabilitation, or replacement for each component evaluated will be prepared in coordination with County Staff.
- Individual Opinions of Probable Construction Cost (OPCC) for identified deficiencies and recommended improvements will be prepared to include projected engineering and construction costs.

Task 5 – Project Workshops

Numerous workshops will be conducted throughout the course of the South Beaches WWTF Evaluation/Assessment between County Staff and the Consultant. The workshops to be conducted shall be as follows:

Workshop No.	Description
1	Project Kick-Off and Roundtable Discussion of the SBWWTF Evaluation/Assessment Project as well as and known issues, deficiencies, infrastructure that needs repair/rehabilitation/replacement, other potential problems to include County Staff and the Consultant's Team
2	Review of SBWWTF Evaluation Assessment: Part I
3	Review of SBWWTF Evaluation Assessment: Part II
4	Establishment of SBWWTF facility improvements ranking criteria, scoring metrics, project prioritization elements, development the of OPCC methodology and review of scheduling standards for project development
5	SBWWTF Improvements Program Projects Review Workshop
6	SBWWTF Improvements Program Report Review Workshop

Task 6 – South Beaches WWTF Improvements Program Report

A South Beaches WWTF Improvements Program Report will be prepared to document each component of the evaluation and each recommended improvement (repair, rehabilitation or replacement). The report will include the following sections and information:

- **Executive Summary** – This section of the report will include the project background and executive summary of the proposed SBWWTF Improvements (prioritized list) to extend the operational life of the treatment facility.
- **Field Assessment of SBWWTF Infrastructure** – This section of the report will include descriptions of the evaluated facility infrastructure, operational capability and field inspection reports as follows:
 - **Infrastructure Descriptions** – these summaries will describe the infrastructure inspected with an associated picture(s) and a summary table of the primary design components and unit operation/process original design criteria.
 - **Operations Summary** - this will be an overview of standard operating procedures at the facility to identify the criticality of each component for risk scoring.
 - **Field Inspection Reports** – these reports, based on category and system, will be summarized in the body of the SBWWTF Improvements Program Report with additional documentation in the Report Appendices.
- **Capital Improvements Program** – This section of the SBWWTF Improvements program report will include the following elements:
 - A list and description of each capital Improvement project identified based on the SBWWTF Infrastructure evaluation conducted.
 - Development and description of the scoring and ranking system utilized, in conjunction with County Staff, and may include the following criteria: infrastructure condition, impact of failure on plant operations, regulatory compliance, personnel safety, asset financial efficiency assessment, infrastructure reliability, infrastructure functionality, infrastructure capacity assessment, etc.

- A prioritization scoring/ranking table for all capital improvement projects identified.
- Opinions of Probable Construction Cost (OPCC) for each capital improvement project will be developed and tabularized in the main body of the report. Detailed OPCC's will be included in the report appendices.
- Schedules for the duration of each capital improvement project will be developed for future planning purposes. This scheduling will include a review of projected equipment fabrication and delivery times, based on best available data today (2021) to accurately depict the long lead items which may affect future construction scheduling.
- **Appendices** - Backup documentation will be provided in numerous appendices to keep the report more streamlined and readable.

Workshops No. 5 and No. 6, as previously described above, will be used to review the infrastructure descriptions, summaries, field inspection reports, evaluation/ranking criteria, scoring/ranking system, OPCC's and potential implementation schedules. Modifications will be made, based on the workshop's comments and their resolution, to develop the final SBWWTF Improvements Program Report for implementation by the County.

SECTION D - COORDINATION

The Consultant will coordinate the design with the County Staff members listed below as appropriate.

Function	Name	Email	Phone
Assistant Director	Matt Prendergast	Matthew.Prendergast@brevardfl.gov	321-633-2091
Safety	Courtney Duff	Courtney.Duff@brevardfl.gov	321-633-2093
Operations Mgr.	Brian Sorensen	Brian.Sorensen@brevardfl.gov	321-633-2093
Area Operations	Jay Wolf	jason.wolf@brevardfl.gov	321-210-0611
SCADA	Steve Allen	Steve.Allen@brevardfl.gov	321-255-4331
Electrical	Mike Havet	Michael.havet@brevardfl.gov	321-722-6925
Engineering	Lucas Siegfried	Lucas.Siegfried@brevardfl.gov	321-633-2089
Construction	Owen Callard	Owen.Callard@brevardfl.gov	321-633-2089

SECTION E - COUNTY'S RESPONSIBILITY

The following items and information shall be provided by the County to the Consultant to assist in the completion of the Consultant's tasks (data provided with the Project NTP):

- Reasonable access to the South Beaches WWTF site.
- Reasonable access to operations, maintenance, and engineering staff.
- Digital copies of all available treatment facility as-built/record drawings for all infrastructure projects completed or in-progress at the South Beaches WWTF.
- Digital GIS maps of existing infrastructure at the South Beaches WWTF, as available.
- Digital copies of available operating reports, operating protocols, SOP's, facility O&M Manuals and maintenance records for all the infrastructure components/systems at the South Beaches WWTF.
- Provide digital copies of available previous inspection reports associated with any facility infrastructure components/systems evaluated or assessed by the County, the infrastructure manufacturer or County consultant.
- Provide the original design criteria, as available, for all unit operations/processes, lift stations and all infrastructure components/elements to be evaluated. A detailed list of original design criteria for such infrastructure shall be provided to the Consultant, in an electronic format, with the Project Notice to Proceed (NTP).
- A digital list identifying all the existing issues with the associated treatment facility infrastructure, buildings, roadways, stormwater management system, collection and transmission systems within the SBWWTF facility limits, and any other facility elements or components. The list shall be provided to the Consultant with the Project NTP.
- Provide digital copies of all warning letters, administrative or consent orders from regulatory agencies, with jurisdiction, related to the infrastructure at the South Beaches WWTF from the last five (5) year period.
- Provide available valve, equipment and asset tag database for all facility infrastructure.
- Provide timely review and comment on all deliverables.
- Review and provide information and direction to the Consultant related to the latest BMAP generated for the Indian River Lagoon and its potential impact on surface water discharges and the County's need for facility infrastructure improvements to meet the 2025 deadline.

The Consultant's FTP site, used by the County on previous projects, shall be used for uploading and downloading of these and other project documents.

SECTION F - CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED

The following services are not a part of the Consultant's Scope of Services for the South Beaches WWTF Evaluation and Assessment project:

- Environmental services related to unknown threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- Internal tank inspections.
- Pipeline integrity testing.
- HVAC system inspections.
- Fire protection system inspections.
- Electrical/controls/instrumentation systems testing.
- Treatment facility unit operations and process testing.
- Development of Standard Operating Procedures (SOPs) for the treatment facility.
- Design and permitting of any proposed Infrastructure improvements (repair, rehabilitation, replacement or expansion).
- Meetings with regulatory agencies.

These professional engineering services can be added, at a later date, under a separate Scope of Services presented to the County, if desired by County Staff.

SECTION G - DELIVERABLES

The following documents, information and items shall be delivered by the Consultant during this Task Order. All deliverables shall be provided only in electronic PDF format and shall be uploaded to the Consultants FTP site for easy distribution and downloading by County Staff:

General

- Monthly activity reports.
- Meeting minutes from the proposed project workshops.
- Comment response tables showing comment and response for County comments.
- Timely invoices concurrent with the work.

SBWWTF Improvements Program Report

- A draft list and description of each capital improvement project identified based on the SBWWTF Infrastructure evaluation conducted.
- A draft copy and description of the scoring and ranking system utilized.
- A draft copy of the prioritization scoring/ranking table for all capital improvement projects identified.

- Draft copies of the Opinions of Probable Construction Cost (OPCC) for each capital improvement project at the SBWWTF.
- Draft copies of the Implementation schedules for the duration of each capital improvement project at the SBWWTF.
- Draft copy of the SBWWTF Improvements Program Report.
- Final version of the SBWWTF Improvements Program Report.

SECTION H - PROJECT SCHEDULE

Project Element	Calendar Days to Complete	Sum of Days from NTP
Consultant development of Evaluation Program and Metrics	7	7
Workshop No. 1: Kick-Off and Roundtable Meeting	2	9
Review of all County Provided Information/Reports/Data	7	16
Task No. 1 - Facility Site Evaluation	7	23
Task No. 2 - Unit Operation/Process Evaluation	7	30
Task No. 3 - Structural Evaluation	7	37
Task No. 4 - Electrical Evaluation	7	44
Compilation of Evaluation Results; draft Write-ups (Tasks 1-4)	15	59
Workshop No. 2: Review of Evaluation: Part I	3	62
Workshop No. 3: Review of Evaluation: Part II	3	65
Workshop No. 4: Development of Ranking Criteria, etc.	2	67
Generation of a prioritization scoring/ranking table for projects	3	70
Generation of OPCC's for all identified projects	21	91
Generation of Implementation schedules for all identified projects	7	98
Workshop No. 5: Improv's Program Projects Review Workshop	3	101
County Review of Recommended Projects List, Rankings, OPCCs	14	115
Task No. 6 - Generation of SBWWTF Improv's Program Report	14	129
Delivery of "draft" report to County for review	2	131
Workshop No. 6: Improvements Program Report Review	2	133
Revisions to "draft" Improvements Program Report	4	137
County Review of Final SBWWRF Improvements Program Report	7	144
Issuance of Final SBWWTF Improvements Program Report	1	145

NOTE: All County supplied information (Section E) to be provided with the Project NTP. The County may suspend the Consultant's schedule for coordination with other projects, or unforeseen circumstances causing delay.

SECTION I - BASIS OF COMPENSATION

The Consultant agrees to perform the professional engineering work outlined herein for a fixed fee of \$119,968, inclusive of out-of-pocket expenses.

The County shall make payment to the Consultant, on a monthly basis, based on the percentage of the project work completed.

SECTION J - ACCEPTANCE

IN WITNESS WHEREOF, this _____ day of _____, 2021.

ATTEST:


For: BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk


By: _____
Rita Pritchett, Chair
As approved by the Board on _____

WITNESS:

For: CPH, Inc.



Patricia Hunt
Executive Assistant, HR Director


By: _____
Benjamin M. Fries
Vice-President





Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: The Honorable Rita Pritchett, Chair
Board of County Commissioners

THROUGH: Frank Abbate, County Manager *YSA*
John Denninghoff, Assistant County Manager *John Denninghoff*
Virginia Barker, Director, Natural Resources Management Department (NRMD)
Tom Belflower, Support Services Manager, NRMD *Tom Belflower*
Bach McClure, Manager, NRMD Stormwater Utility Program *Bach McClure*

FROM: Jeff M. Rapolti Jr., P.E., Engineer, NRMD Stormwater Utility Program *Jeff M. Rapolti Jr.*

DATE: July 15, 2021

SUBJECT: Contract for Bid B7-21-56 to construct baseflow basin project 26 and 62.

We respectfully request your signature on the attached contract between Brevard County and Gregori Construction, Inc. for the construction of baseflow basin project 26 and 62, located in north Brevard at Sunset Boulevard and Johns Road, respectively. These projects were approved by the Board in the 2020-21 D-1 Capital Improvement Project Budget on September 22, 2020.

This contract for construction of basin projects 26 and 62 will improve water quality within the stormwater conveyance systems identified as high nutrient loading areas to the Indian River Lagoon. The \$491,925.00 budget for the construction of these projects will be covered by stormwater utility fees (\$339,833.00) and Save Our Indian River Lagoon funding (\$152,092).

Please contact Jeff Rapolti (x58401 or jeff.rapolti@brevardfl.gov), Bach McClure (x58396), or Virginia Barker (x58411) with questions or to arrange for pick-up.

Thank you.

Attachments: AO-29, Clerk's Board Approval Memo, Contract with Bond and Insurance.

BASEFLOW BASIN PROJECT(S)
BID #B-7-21-56

SECTION V

CONTRACT AND CERTIFICATE

This section includes the following forms that must be executed by the selected Contractor upon notification by the Owner:

- Contract
- Certificate

These forms DO NOT need to be submitted with the Bid.

BASEFLOW BASIN PROJECT(S)
BID #B-7-21-56

SECTION V

CONTRACT AND CERTIFICATE

This section includes the following forms that must be executed by the selected Contractor upon notification by the Owner:

- Contract
- Certificate

These forms DO NOT need to be submitted with the Bid.

CONTRACT

THIS AGREEMENT, is entered into the date of last signature below, by and between the Board of County Commissioners of Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Gregori Construction, Inc., party of the second part (hereinafter sometimes called the "Contractor").

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

1. DEFINITIONS

- 1.1 All terms in this Agreement are defined in the Instructions to Bidders, General Conditions and Supplementary Conditions for the Baseflow Basin Project(s) Basin No. 26 and 62, _____, _____, _____, _____ Bid No. B-7-21-56, and shall have the meanings designated herein.

2. SCOPE OF THE WORK

- 2.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work to construct the options shown on the plans as prepared by **the Engineer of Record as shown on the Construction plans for the option awarded**, acting as, and in the Contract Documents entitled as the Owner's Engineer, and shall do everything required by these Contract Documents and as described in the Specifications and Contract Documents entitled:

BASEFLOW BASIN PROJECT(S) OPTION #: 26 and 62
BID NO. B-7-21-56

3. THE CONTRACT SUM

- 3.1 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.
- 3.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract for Option # 26 and 62 the sum of four hundred ninety one thousand nine hundred twenty five dollars (\$491,925.00)

4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 5 calendar days after issuance of Notice to Proceed.

- 4.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause final completion of the work not later than thirty 35 calendar days after the issuance of Notice to Proceed. This time of Completion is for each individual Option. If the same Contractor is awarded all two (2) Options, then the period for substantial completion must be no later than September 30, 2021, for all eleven Options.
- 4.3 Contractor understands that each Option is independent. However, the Contractor's completion of the work has to consider the time for completion for all the Options. Therefore, each option separately will have to be completed in a timely manner to allow the entire work (all two options) to be completed by September 30, 2021. The time will have to be coordinated once the project has been awarded.
- 4.4 Prior to commencing the work the Contractor shall execute, deliver to the Owner, and record in the public records of Brevard County, required payment and performance bonds in substantially the same format provided in Section VI.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 5.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that Contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 5.2 The provisions of this 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 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 the Surety.
- 5.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 5.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with the terms of this Contract and of 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, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract

and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications, shall be reconstructed as directed by the Owner. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

6. LIQUIDATED DAMAGES

- 6.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 6.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.
- 6.3 The Owner has the right to deduct, as payment on such liquidated damages, against any money the Owner owes the Contractor.
- 6.4 The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

7. PARTIAL AND FINAL PAYMENTS

- 7.1 In accordance with the provisions fully set forth in the General Conditions (Section VII), and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:
- a) Within 30 days after receipt of the Contractor's request for partial payment by the Owner, accompanied by partial release of liens and waivers from all subcontractors and suppliers, for the previous payment, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement.
 - b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.
 - c) Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the Surety regarding the Project or payment in question, no such releases or waivers shall be required. The Surety may, in a writing served on the Owner, revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.
 - d) Contractor acknowledges that, pursuant to Florida law, the Contractor may not lien Owner's interest in the Project site. Contractor agrees to advise all subcontractors and material suppliers of the non-lienable nature of the project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the project.

8. ADDITIONAL BOND

- 8.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond 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 the 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 Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents, as that term is defined in the Instructions to Bidders, are as fully a part of this Contract as if herein repeated, whether or not those documents are actually attached to this Contract. The Drawings, geotechnical report, permits and permit requirements are contained in Section IX, Appendix 1 and 2 (attached separately).
- 9.2 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.

10. PUBLIC RECORDS AND AUDIT REQUIREMENTS

- 10.1 In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (including, but not limited to Chapter 119, Florida Statutes).
- 10.1 All records or documents created by the Contractor or provided to the Contractor in connection with the activities or services provided under the terms of this Agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 10.3 Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open to inspection by the Owner and its representatives during regular

business hours and shall be retained by the Contractor or for a period of five (5) years after completion or termination of this Agreement.

- 10.4 Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Owner. If the Owner does not possess the requested records, the Owner shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Owner or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. If the Contractor fails to provide the public records to the Owner within a reasonable time, the Contractor may be subject to penalties under Section 119.10, F.S.
- 10.5 The Contractor shall identify and ensure that all public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.
- 10.6 Upon completion of the Agreement, the Contractor shall transfer, at no cost to the Owner, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the services under this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Owner.
- 10.7 Failure to comply with the provisions of this section shall result in the Owner taking enforcement action against the Contractor, including the cost to the Owner for gaining the Contractor's compliance, which will include, but is not limited to, the Owner's staff time expended to obtain compliance with this section, litigation filing fees and attorney's fees. The Owner may also unilaterally terminate the Agreement if the Owner refuses to allow public access to Public Records as required by law.
- 10.8 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 the Contractor in the United States or any other country.
- 10.9 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS FOR THE NATURAL RESOURCES MANAGEMENT OFFICE by telephone at (321) 633-2016, by email at tom.belflower@brevardfl.gov, or at the mailing address below:

Brevard County Natural Resources Management Department ATTN: Custodian of Records

2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

11. NOTICE

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified below:

Owner: Brevard County Board of Commissioners
c/o Natural Resources Stormwater Utility Program - Jeff Rapolti (jeff.rapolti@brevardfl.gov)
2725 Judge Fran Jamieson Way, Bldg A, Rm 219
Viera, FL 32940

Contractor: Gregori Construction, Inc.
c/o Andrew Gregori
3435 S. Hopkins Ave., Suite #6
Titusville, FL 32760

Engineer: Mead & Hunt, Inc.	Geosyntec, Inc.
c/o David King (david.king@meadhunt.com)	c/o Mike Hardin (MHardin@geosyntec.com)
4401 Eastport Parkway	6770 S. Washington Ave., Suite 3
Port Orange, FL 32127	Titusville, FL 32780

12. ATTORNEY'S FEES

12.1 In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this Agreement, and shall not be construed to prevent the Owner from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

13. MODIFICATION

- 13.1 This Agreement, together with Contract Documents, constitutes the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. No modification of this agreement shall be binding on Owner or Contractor unless reduced to writing and executed by a duly authorized representative of Owner and Contractor.

14. GOVERNING LAWS

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

15. COMPLIANCE WITH STATUTES

- 15.1 It shall be the Contractor's responsibility to be aware of and comply with all applicable federal, state and local laws.
- 15.2 BUY AMERICAN – The bidder proposes and agrees, if this Proposal is accepted, to comply with 41 U.S.C. Chapter 83: Buy American statutes.
- 15.3 The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (3 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61), with the terms and conditions found in attachment

16. VENUE

- 16.1 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.**

17. CONFLICT OF INTEREST

- 17.1 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 Contract without written consent from the County.
- 17.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 17.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

18. INFORMATION RELEASE/GRANTOR RECOGNITION

- 18.1 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. Releases shall identify the funding entity as well as the funding source.

Remainder of page intentionally left blank.

19. INDEMNIFICATION

- 19.1 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, any subcontractor, any supplier, 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 hereunder. 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.
- 19.2 The County's indemnity and liability obligations hereunder shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.

20. UNAUTHORIZED ALIEN WORKERS

- 20.1 The 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 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the County.
- 20.2 In accordance with Section 448.095, Florida Statutes, as may be amended, the County may not enter into a contract unless the parties thereto register with and utilize the E-Verify System.
- 20.3 The County shall not enter into, or renew, a contract with the Contractor if it is not enrolled in E-Verify. A contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.

- 20.4 The County shall verify the Contractor's participation in the E-Verify Program by confirming enrollment on the Department of Homeland Security's E-Verify Website. A contractor whose participation cannot be verified on the Website shall provide acceptable evidence of their enrollment prior to award and execution of the contract.
- 20.5 A contractor who registers with and participates in E-Verify may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify Program, the contractor hires or employs a person who is not eligible for employment.
- 20.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Remainder of page intentionally left blank.

21. PUBLIC ENTITY CRIMES

- 21.1 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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

22. SURVIVAL

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

23. SCRUTINIZED COMPANIES

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement for cause if the Contractor its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

24. SEVERABILITY


If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intent of the parties.

IN WITNESS WHEREOF the parties by their undersigned, authorized agents have executed this agreement as of the date last written below.

Attest:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part

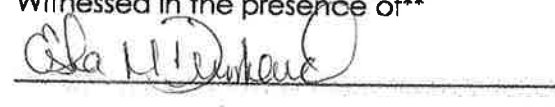

Rachel Sadoff, Clerk


Rita Pritchett, Chair
As approved by the Board
on: September 24, 2020

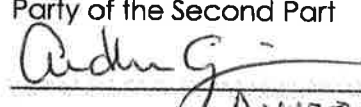
Reviewed for legal form and content
for Brevard County, Florida:


Alex Essee, Assistant County Attorney

Witnessed in the presence of**


ESHAM DRINKARD

CONTRACTOR
Party of the Second Part


Andrew M. Grogan, VP

Attest:
 (Seal)

- (*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart, 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.
- (**) Two witnesses are required when Contractor is sole ownership or partnership.

RECEIVED

JUN 29 2021

Brevard County
Natural Resources

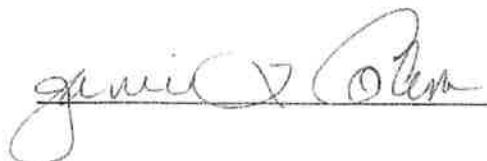
Resolution

I, the undersigned Assistant Secretary of Gregori Construction & Engineering, Inc.(the Corporation), HEREBY CERTIFY that the Corporation is organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania as a corporation for profit with its principal office at 736 Ekastown Road, Sarver, PA 16055, and is duly authorized to transact business in the Commonwealth of Pennsylvania.

I FURTHER CERTIFY that at a meeting of the Directors of the Corporation, duly called and held on March 2, 2001, at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolution was adopted:

BE IT RESOLVED, this Corporation will fill the office of Vice President by appointing Andrew M. Gregori to said office. He shall have authority to conduct any and all business for Gregori Construction and Engineering, Inc.



 Asst. Secretary

PUBLIC CONSTRUCTION PAYMENT BOND
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-21-56

Bond No. 3964326

BY THIS BOND, We Gregori Construction Inc., as Principal and Great American Insurance Company, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of Four Hundred Ninety One Thousand Nine Hundred Twenty Five and 00/100 (\$491,925.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 2021, between Principal and Owner for the construction activities associated with the *BASEFLOW BASIN PROJECT(S)*, the Contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the Contract.
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract, then this bond is void; otherwise it remains in full force.
3. Any modifications in or under the Contract and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this 22nd day of June, 2021. Gregori Construction Inc.

Attest:

Stanley Lee
(As to Corporate Principal) Secretary

ESHA M DRINKARD
Witness to Principal

Alexandra Machnik
Witness to Surety
Alexandra Machnik

By: Andrew M. Gregori, VP
Name and Title of Principal

Great American Insurance Company (Corporate Seal)
By: Josephine M. Streyle
Josephine M. Streyle, Attorney-in-Fact
Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I Stanley Lee, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Andrew M. Gregory who signed the said bond on behalf of the Principal, was then Vice Pres. of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary


PENNSYLVANIA
STATE OF ~~FLORIDA~~
COUNTY OF ALLEGHENY

(Seal)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Josephine M. Streyle to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the Great American Insurance Company and that said individual has been authorized by Great American Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this 22nd day of June, 2021, A.D.

(Attach Power of Attorney)


Notary Public
State of ~~Florida-at-Large~~ Pennsylvania

My Commission Expires: March 14, 2025

My Commission Number is: 1140798

Commonwealth of Pennsylvania - Notary Seal
Wendy A. Bright, Notary Public
Allegheny County
My commission expires March 14, 2025
Commission number 1140798
Member, Pennsylvania Association of Notaries

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M. STREYLE	ALL OF	ALL
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	BARBARA A. LEEPER		
PATTI K. LINDSEY	ALEXANDRA MACHNIK		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of MAY, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 27TH day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of June, 2021



Atty L C. B.

Assistant Secretary

PUBLIC CONSTRUCTION PERFORMANCE AND GUARANTEE BOND

BASEFLOW BASIN PROJECT(S)

Bond No. 3964326

BID NO. B-7-21-56

BY THIS BOND, We Gregori Construction Inc.,
as Principal and Great American Insurance Company, a corporation as Surety, are
bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called
Owner, in the sum of Four Hundred Ninety One Thousand Nine Hundred Twenty Five and 00/100
(\$491,925.00), for payment of which we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the Contract dated , 2021,
between Principal and Owner for construction of the **BASEFLOW BASIN PROJECT(S)**
B-7-21-56, the
Contract Being Attached Hereto and Made a Part of this bond by reference, in such time
and without delay, and in the manner prescribed in the Contract including the delivery,
execution and performance of any warranty work required by the Contract;
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate
proceedings, that Owner sustains because of a default by Principal under the Contract;
3. Performs the guarantee of all work and materials furnished under the Contract for the time
specified in the Contract, and shall remedy any defects in the work due to faulty materials
or workmanship or failure to properly maintain during the length of the Contract, and pay
for all damage to other work, person, or property resulting therefrom, which shall appear
within a period of one (1) year from the date of final acceptance of the work provided for
in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

Any modifications in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this 22nd day of June, 2021.

Attest:

Stanley Lee
(As to Corporate Principal) Secretary

ESTHER M. DRINKARD
Witness to Principal

Alexandra Machnik
Witness to Surety
Alexandra Machnik

By: Andrew M. Gregori
Gregori Construction Inc.
Name and Title of Principal

(Corporate Seal)
Great American Insurance Company
By: Josephine M. Streyle
Josephine M. Streyle, Attorney-in-Fact
Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL FOR PERFORMANCE BOND

I, Stanley Lee, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Andrew M. Grebow who signed the said bond on behalf of the Principal, was then Vice Pres. of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary


PENNSYLVANIA
STATE OF ~~FLORIDA~~
COUNTY OF ALLEGHENY

(Seal)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Josephine M. Streyle to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the Great American Insurance Company and that said individual has been authorized by Great American Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

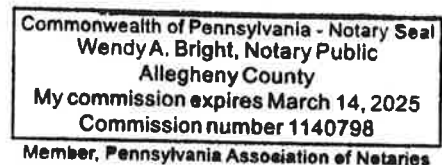
Subscribed and sworn to before me this 22nd day of June, 2021, A.D.

(Attach Power of Attorney)


Notary Public
State of ~~Florida~~ Pennsylvania

My Commission Expires: -March 14, 2025

My Commission Number is: 1140798



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M. STREYLE	ALL OF	ALL
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	BARBARA A. LEEPER		
PATTI K. LINDSEY	ALEXANDRA MACHNIK		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of MAY, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

Mark V. Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 27TH day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of June, 2021



Atty L C. B.
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seubert & Associates Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212		CONTACT NAME: PHONE (A/C, No, Ext): 412-734-4900 FAX (A/C, No): 412-734-5725 E-MAIL ADDRESS: certs@seubert.com	
INSURED Gregori Construction Inc. 736 Ekastown Road Sarver PA 16055		INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : American Guarantee & Liability INSURER C : Charter Oak Fire Insurance Company INSURER D : Berkley Assurance Company INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 902078349

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO464300208	10/1/2020	10/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Other			BAP464300308	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC791767302	10/1/2020	10/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC464300108	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased Rented Equip.			QT6608D441450COF20	10/1/2020	10/1/2021	\$900,000 \$2,500 Deductible
C	Installation Floater			QT6608D441450COF20	10/1/2020	10/1/2021	\$350,000 \$2,500 Deductible
D	Pollution/Prof. Liability			PCXDB50097801019	10/1/2019	10/1/2021	\$2,000,000 \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BASEFLOW BASIN PROJECT(S)-The Board of County Commissioners of Brevard County, Florida, its officials, officers and employees are additional insureds on the general liability, auto liability and umbrella liability per written contract. General liability is primary and non-contributory per written contract. A waiver of subrogation applies to the additional insureds on general liability, auto liability, umbrella liability, pollution liability and workers compensation per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera FL 32940

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gregori Construction Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 121, 736 Ekastown Rd.

6 City, state, and ZIP code
Sarver, PA 16055-0121

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	3	-	2	9	3	8	6	3	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► 01/04/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BOARD OF COUNTY COMMISSIONERS

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

Inter-Office Memo

Date: July 13, 2021

To: Rita Pritchett, Chair
Board of County Commissioners

Through: Frank Abbate, County Manager *F3a*

Through: John Denninghoff, Assistant County Manager *John Denninghoff*
John Denninghoff (Jul 16, 2021 14:59 EDT)

From: Matthew Prendergast, Utilities Assistant Director *MP*

Subject: Task Order #9 South Central Regional WWTF Evaluation
CDM Smith, Inc

The County has requested that the Consultant perform an evaluation of the WWTF, site and associated buildings and infrastructure from a process /treatment, structural and electrical/automation standpoint to assist the County in identifying projects that will help maintain and extend the useful life of the WWTF. The County has requested that Consultant prepare cost estimates and a project implementation schedule as part of the evaluation.

This project was included in the FY 2020-21 Operations and Maintenance Budget approved by the Board of County Commissioners in special session on September 22, 2020 in adopted Resolution 20-116 establishing the final budget for FY 2020-21.

If you have any questions, please notify me at 350-8373.

TASK ORDER NO. 9
CDM SMITH INC.
SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT FACILITY EVALUATION

THIS TASK ORDER is made and entered into by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "County" and, CDM SMITH INC, hereinafter referred to as "Consultant", consistent with the terms of the Master Agreement between the County and Consultant;

WHEREAS, the Master Agreement between the County and Consultant provides that requirements for professional services are to be set forth in tasks orders;

IT IS AGREED as follows:

Section A. BACKGROUND AND INTENT

The County owns and operates the South Central Regional Wastewater Treatment Facility (WWTF). The WWTF is an activated sludge advanced wastewater treatment (AWT) facility utilizing the Integrated Fixed-Film Activated Sludge (IFAS) Biological Nutrient Removal (BNR) and Carrousel BNR Treatment Process and has a treatment capacity of 12.0 million gallons per day (MGD).

The County has requested that the Consultant preform an evaluation of the WWTF, site and associated buildings and infrastructure from a process/treatment, structural and electrical/automation standpoint to assist the County in identifying projects that will help maintain and extend the useful life of the WWTF. The County has requested that the Consultant prepare cost estimates and a project implementation schedule as part of the evaluation.

The expectation of the County is, and it is acknowledged by the Consultant, that the Consultant will coordinate with the County staff prior to submitting this task order to become familiar with the project requirements in a general way, view the site, and determine the scope of available documentation and resources.

Section B. PROJECT REPRESENTATIVES

For Brevard County Utility Services:

Don Kean, P.E.
321-633-2089
don.kean@brevardfl.gov

For Consultant:

Ben Hayner, P.E., PMP
772-360-3229
HaynerBM@cdmsmith.com

Section C. SCOPE OF WORK

Working together with the County staff, the Consultant will provide engineering services to conduct an evaluation of the South Central Regional WWTF. The evaluation will include an initial kickoff meeting with County staff; site visits to review multiple facility components for operability and condition; meetings to discuss project scopes, review of estimates, schedules, prioritization scoring and technical memorandums. The evaluation will include civil, structural, electrical/automation and process/treatment engineering disciplines

The Consultant will visually inspect and photograph the WWTF's equipment over a consecutive two-day period coordinated with County staff. As part of the evaluation visits, the Consultant will informally interview plant operation staff to identify operational challenges pertinent to the evaluation.

The Consultant will provide services as follows for the South Central Regional WWTF Evaluation:

Task 1 - Facility and Site Evaluation

Consultant will evaluate the overall facility site within the fence limits to include the following components:

- Operations/Administration Building (Includes an exterior visual inspection from the ground and input from operations staff concerning the overall condition of the building.)
- Stormwater system
- Pavement and sidewalks
- Site security and access gates
- The Consultant will photograph facility infrastructure which will be used to visually assist with the itemized list of recommended repairs, rehabilitation, or replacement for components evaluated.
- Estimates of construction costs for identified deficiencies and recommend improvements will be prepared and will include projected engineering and construction costs.

Observations performed during this task will be discussed by the team and used to produce a draft list of projects.

Task 2 - Unit Process Evaluation

Working together with the operations staff, the Consultant will examine and document the condition of the WWTF processes equipment. The Consultant will visually inspect and the WWTF's equipment over a consecutive two-day period. The evaluation will include structural, electrical/automation and process/treatment engineering disciplines. Operating parameters of process equipment will not be tested as compared to the original design parameters. Deficiencies of this nature will need to be identified by County staff and provided to the Consultant. Original design parameters and permitted limits may be documented for each unit process. The following will be evaluated:

- Headworks
- 5-Stage IFAS BNR
- Carrousel BNR Process
- Clarifiers (1-4 & 5-6)
- Chemical Feed Facilities
- Filters (1-4 & 5-7)
- Two Plant Lift Stations
- Chlorination
- Two Sludge Holding Tanks
- Three Belt-Thickeners
- Two Reclaimed Ground Water Storage Tanks
- Ruse High Service Pump Station
- Standby Power Generator
- Septage and Grease Facility
- WAS/RAS Pumping

The Consultant will photograph the WWTF's equipment/infrastructure which will be used to visually assist with the itemized list of recommended repairs, rehabilitation, or replacement for components evaluated. Estimates of construction costs for identified deficiencies and recommend improvements will be prepared and will include projected engineering and construction costs. Observations performed during this task will be discussed by the team and used to produce a draft list of projects.

Task 3 – Structural Evaluation

A structural evaluation will be conducted on the site infrastructure. The evaluation will include visual inspection of supports, walkways and stairs. The Consultant will include a review of OSHA standards for safe working access to the maintained portions of the site. The following work is included in this task:

- Compile and review record drawings.
- Visually examine exterior structures for cracking , spalling, visible and historic leaks.
- Structural supports and walkways.
- The Consultant will photograph the WWTF's equipment/infrastructure which will be used to visually assist with the itemized list of recommended repairs, rehabilitation, or replacement for components evaluated.
- Estimates of construction costs for identified deficiencies and recommend improvements will be prepared and will include projected engineering and construction costs.

Observations performed during this task will be discussed by the team and used to produce a draft list of projects.

Task 4 – Electrical Evaluation

An electrical evaluation will focus on electrical, instrumentation, SCADA, PLC and automation systems for consistent, reliable operation and recommend updates/upgrades.

The evaluation will check for system compliance with current electrical code and County standards. The following items are included as part of the electrical evaluation:

- Emergency backup systems and any recommended improvements to allow for continued operation under adverse conditions
- Individual power and control panels for each unit process
- General electrical system around the site including power and control pull boxes, duct banks (visible inspection only) and grounding systems
- Process Instrumentation including primary elements and transmitters
- Automation and Control Systems including current operating protocols and a visual review of the SCADA system screens
- Site lighting
- Site security infrastructure
- The Consultant will photograph the WWTF's equipment/infrastructure which will be used to visually assist with the itemized list of recommended repairs, rehabilitation, or replacement for components evaluated.
- Estimates of construction costs for identified deficiencies and recommend improvements will prepared and will include projected engineering and construction costs.

Observations performed during this task will be discussed by the team and used to produce a draft list of projects.

Task 5 – Project Workshops

Following the kickoff meeting and walkthrough, the Consultant will compile a draft list of recommended repairs, rehabilitation or replacement projects. Workshops with staff will be held as outlined below:

Workshop Number	Workshop Description
1	Kickoff with County Staff to identify known issues.
2	Review meeting to establish estimating methodology, scheduling standards, and scoring criteria as directed by the County. Consultant will facilitate project scoring and produce a prioritized list of projects.
3	Draft Technical Memorandum review with prioritized list of projects.
4	Final Technical Memorandum review.

Task 6 – Technical Memorandum Preparation

Consultant will prepare a Technical Memorandum which will document the South Central Regional WWTF Evaluation. The Technical Memorandum will provide the following:

- Executive Summary of the project including a prioritized list of improvements.
- Project Background including plant information, treatment processes and purpose of the technical memorandum.
- Unit Processes Overview to include general overview and purpose of the unit processes.
- Field Inspection Summary including field observations related to process/treatment, structural and electrical trades.
- Capital Improvements Projects as identified collaboratively with plant staff
 - Project Descriptions of each capital improvement project based on the South Central Regional WWTF evaluation conducted.
 - Construction Cost Summary.
 - Project Schedule Summary-Includes engineering, permitting, bidding, contractor award, estimated equipment fabrication and delivery times, and construction.
 - Prioritization based on County's ranking system and scoring table.
- An appendix will be used to provide backup documentation and to streamline the document.

The Consultant will compile the draft South Central Regional WWTF Improvements Program Technical Memorandum to be submitted to the County for review. The Consultant will meet with the County to discuss the draft technical memorandum and incorporate the County's review comments into the final technical memorandum.

Section D. COORDINATION

The Consultant will coordinate the evaluation with the County Staff members listed below as appropriate.

Function	Name	Email	Phone
Safety	Courtney Duff	Courtney.Duff@brevardfl.gov	321-633-2093
Operations Mgr.	Brian Sorensen	Brian.Sorensen@brevardfl.gov	321-633-2093
Area Operations	Brian Sorensen	Brian.Sorensen@brevardfl.gov	321-633-2093
SCADA	Steve Allen	Steve.Allen@brevardfl.gov	321-255-4331
Construction	Owen Callard	Owen.Callard@brevardfl.gov	321-633-2089
Engineering	Lucas Siegfried	Lucas.Siegfried@brevardfl.gov	321-633-2089
Assistant Director	Matt Prendergast	Matthew.Prendergast@brevardfl.gov	321-633-2091

Section E. COUNTY'S RESPONSIBILITY

The following shall be provided by the County in order to assist in the completion of the Consultant's tasks:

- a) Reasonable access to the site.
- b) Reasonable access to operations, maintenance and engineering staff.
- c) Escort Consultant within project site for field verifications, as required.
- d) Provide previous inspection reports associated with any facility infrastructure components evaluated or assessed by the County, the infrastructure manufacture or County consultant as available.
- e) Provide digital copies of the original design criteria, as available, for all infrastructure to be evaluated. A detailed list of the above-mentioned criteria shall be provided to the Consultant with the Project Notice to Proceed (NTP).
- f) A list identifying all existing issues with the South Central Regional WWTF infrastructure, buildings, roadways, stormwater management system, collection and transmission systems within the facility limits, and any other facility elements or components. The list will be in digital format and provided with the Project NTP.
- g) Provide a list and digital copies of all administrative or consent orders from regulatory agencies, all warning letters, related to the infrastructure at the South Central Regional WWTF from the last five-year period as available.
- h) Provide valve, equipment and asset tag database for all facility infrastructure as available.
- i) Provide latest O&M Manual and maintenance records as available.
- j) Digital copies of record drawings as available.
- k) Timely review of submittals from the Consultant.

Section F. CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED

- a) Testing of equipment for compliance with original design parameters
- b) Environmental services related to threatened and endangered species, wetlands, or regulated solid wastes encountered on the site.
- c) Additional inspection other than visual inspection
- d) Fire protection evaluation.
- e) Systems testing, studies or operational checks of electrical, controls and instrumentation components.

- f) Internal tank inspections.
- g) Pipeline integrity testing.
- h) Design and permitting of any proposed improvements.
- i) Utility locates.
- j) Meetings with regulatory agencies.
- k) Building mechanical (heating, ventilation, and air conditioning (HVAC)) evaluation.

Section G. DELIVERABLES

The following deliverables shall be provided only in electronic PDF format, unless otherwise noted, by the Consultant:

General

- a) Monthly activity reports.
- b) Meeting summaries from meetings with County staff as needed.
- c) Comment response tables showing comment and response for County comments.
- d) Timely invoices concurrent with the work.

South Central Regional WWTF Improvements Program Technical Memorandum

- a. Draft list and description of each project based on the evaluation.
- b. Draft table of project estimates.
- c. Draft of project schedules.
- d. A draft of the prioritization scoring/ranking table for capital improvement projects identified.
- e. Draft South Central Regional WWTF Improvements Program Technical Memorandum.
- f. Final South Central Regional WWTF Improvements Program Technical Memorandum.

Section H. SCHEDULE

It is anticipated that the work will take 8 months to complete, starting within two weeks of receipt of a formal notice to proceed (NTP). The estimated schedule by task is shown below. Consultant will prepare an updated detailed schedule within the first 30 calendar days after NTP.

Milestone	Calendar Days to Complete	Sum of Days from Start
Kickoff and data collection & review	30	30
Task 1, 2, 3, 4 – Site visits, information compilation	30	60
Draft projects list & review workshop	30	90
Project cost estimate development	30	120
Project schedule development	30	120
Project prioritization scoring preparation and workshop	15	135
Task 6 - Draft Technical Memorandum	45	180
Task 6 - County Review of Draft Technical Memorandum and review workshop	15	195
Task 6 – Draft Final Technical Memorandum	15	210
Task 6 – County Review of Draft Final Technical Memorandum and review workshop	15	225
Issuance of Final Technical Memorandum	15	240

NOTE: The County may suspend the Consultant's schedule for coordination with other projects, environmental remediation or unforeseen circumstances causing delay.

Section I. BASIS OF COMPENSATION

The County agrees to pay the Consultant lump sum amount of **\$103,390** for the services provided under this agreement. The Consultant will submit monthly invoices to the County based on estimated percentage of work completed. For invoicing purposes, the value of each task is provided in **Table 1**.

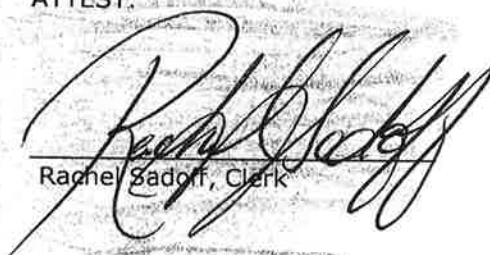
Table 1 Task Value for Invoice Purposes Only

Task	Description	Estimated Value
1	Facility and Site Evaluation	\$11,840
2	Unit Process Evaluation	\$25,500
3	Structural Evaluation	\$1,900
4	Electrical Evaluation	\$3,460
5	Project Workshops	\$21,210
6	Technical Memorandum Preparation	\$35,780
	ODC	\$3,700
--	Total	\$103,390

Section J. ACCEPTANCE

IN WITNESS WHEREOF, this 20 day of July, 2021.

ATTEST:


Rachel Sadoff, Clerk

For: BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By:


Rita Pritchett, Chair

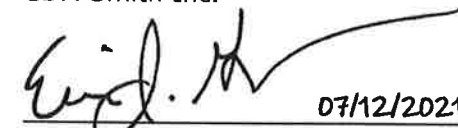
As approved by the Board on September 22, 2020

WITNESS:


Robin Samms

For: CDM Smith Inc.

By:


Eric J. Grotke, P.E., BCEE, Vice President

07/12/2021

ATTACHMENT A

BREVARD COUNTY UTILITY SERVICES DEPARTMENT SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT FACILITY EVALUATION ESTIMATED LABOR HOURS

Task Description	Officer	Associate	Principal	Senior Professional	Professional II	Professional I	Staff Support Services	Project Admin Services	Total
1. – <u>Facility and Site Evaluation</u>	6	0	20	34	0	8	2	6	76
2. <u>Unit Process Evaluation</u>	6	4	34	70	8	40	2	8	172
3. – <u>Structural Evaluation</u>	0	0	0	8	0	0	2	6	16
4. – <u>Electrical Evaluation</u>	0	0	8	8	0	0	2	6	24
5. – <u>Project Workshops</u>	32	4	12	58	0	16	4	6	132
6. – <u>Technical Memorandum</u>	12	10	24	84	8	50	64	16	268
Total	56	18	98	262	16	114	76	48	688

ATTACHMENT B

**BREVARD COUNTY UTILITY SERVICES DEPARTMENT
SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT FACILITY EVALUATION
BUDGET**

PROJECT: South Central Regional Wastewater Treatment Facility Evaluation

PROJECT

DESCRIPTION: Engineering Assistance for Plant Condition Evaluation

CONTRACT Agreement between Brevard County and

REFERENCE: CDM Smith Inc.

<u>Labor Category</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total by Labor Category</u>
Officer	56	\$210	\$11,760
Associate	18	\$200	\$3,600
Principal	98	\$195	\$19,110
Senior Professional	262	\$150	\$39,300
Professional II	16	\$130	\$2,080
Professional I	114	\$110	\$12,540
Staff Support Services (Drafting)	76	\$95	\$7,220
Project Administration (Clerical)	48	\$85	\$4,080
Total	688		\$99,690

OTHER DIRECT COSTS

Copying and Printing

Computer/CADD

Travel

TOTAL OTHER DIRECT COSTS

\$3,700

TOTAL ESTIMATED COSTS

TOTAL LUMP SUM AMOUNT

\$103,390



BOARD OF COUNTY COMMISSIONERS

Utility Services Department

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

Inter-Office Memo

TO: Commissioner Rita Pritchett, Chair

THROUGH: Frank Abbate, County Manager *Y3r*
John Denninghoff, Assistant County Manager *[Signature]*

FROM: Edward Fontanin, Utility Services Director *EF*

DATE: June 23, 2021

SUBJ: Execution of Utility Services CIP Construction Contract:
Sykes Creek Regional WWTF Headworks Structure
Bid No. B-7-21-43

File 9/22/2020

On September 22, 2020, the Brevard County Board of County Commissioners approved the Capital Improvement Projects (CIP) plan as identified by Utility Services for Fiscal Year (FY) 2021. L7 Construction Inc. was confirmed to be the lowest bidder, with an accepted total Contract Price of Four Million Five Hundred Sixty-Two Thousand Seven Hundred, (\$4,562,700.00).

The Risk Manager and the County Attorney have reviewed and approved all pertinent insurance and contract documents.

Attached, please find two (2) original copies of the contract for the project. Please execute each original where indicated. In addition, the Initial Contract and Approval Form have been included in this package for your review. 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:

(2) Original Contracts

Copy of Initial Contract Review and Approval Form

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:		2. Amount:	
3. Fund/Account #: 4153/365310		4. Department Name: Utility Services	
5. Contract Description: Sykes Creek Regional WWTF Headworks Structure			
6. Contract Monitor: Jennifer Thomas		8. Contract Type: CONSTRUCTION <input type="button" value="v"/>	
7. Dept/Office Director: Edward Fontanin, P.E.			
9. Type of Procurement: Invitation to Bid (ITB) <input type="button" value="v"/>			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency



Fontanin, Edward Digitally signed by Fontanin, Edward
Date: 2021.03.09 08:32:18 -05'00'

Purchasing



Reynolds, Stephanie Digitally signed by Reynolds, Stephanie
Date: 2021.03.09 12:35:42 -05'00'

Risk Management



Lairsey, Matt Digitally signed by Lairsey, Matt
Date: 2021.03.09 16:43:07 -05'00'

County Attorney



Jorandby, Abigail F. Digitally signed by Jorandby, Abigail F.
Date: 2021.03.15 10:37:34 -04'00'

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency



Fontanin, Edward Digitally signed by Fontanin, Edward
Date: 2021.06.15 15:07:42 -04'00'

Purchasing



Darling, Steven Digitally signed by Darling, Steven
Date: 2021.06.15 16:45:39 -04'00'

Risk Management



Lairsey, Matt Digitally signed by Lairsey, Matt
Date: 2021.06.16 10:41:07 -04'00'

County Attorney



Jorandby, Abigail F. Digitally signed by Jorandby, Abigail F.
Date: 2021.06.17 08:18:35 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

SECTION 00500

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of June 2021 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 S. Corp doing business at 275 Hunt Park Cove, Longwood FL 32750 (hereinafter called the "Contractor").
(Describe form of Ownership) (Address)

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 to perform all of the work shown on the Drawings, Plans, and Specifications prepared by the Engineer, _____, entitled as follows:

Sykes Creek Regional WWTF Headworks Structure

as prepared by Jones Edmunds & 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

Based upon the price shown in the Contractor's Bid heretofore submitted to the Owner, which Bid is part of these Contract Documents, the aggregate amount of this Contract is the sum of Four Million Five Hundred Sixty Two Thousand Seven Hundred (\$ 4,562,700.00), which is to be paid to Contractor subject to additions and deletions as provided in the Contract Documents.

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within ten (10) calendar days after issuance of the Notice to Proceed by the Owner.
- B. The Work, or portions thereof, shall be completed within the time set forth below. Liquidated Damages shall be imposed in the amount as set forth below for the following events:

Article	Description	Unit
Definitions	Substantial Completion	335 calendar days from NTP
Definitions	Final Completion	30 calendar days from Substantial Completion
	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$1,000.00 per calendar day

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that the surface and subsurface of the site has been carefully examined. The Contractor acknowledges that sufficient test holes have been made, or other subsurface investigations made and is satisfied that the Project site is correct and suitable for this work, including all utility areas, and assumes full responsibility, therefore.

The provisions of this 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 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 the Surety.

- B. Any ambiguity, inconsistency, or uncertainty in the Drawings, Plans, Specifications, or any Contract Document shall be reported in writing by the Contractor to the Owner and Engineer of Record. Such ambiguity or uncertainty shall then be interpreted and construed by the Engineer of Record in writing, and such final determination shall be final and binding upon all parties.
- C. It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or materials by the Owner, the Engineer of Record, or by their agents or representatives for compliance with the terms of the Contract Documents covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work.

The Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract, and the Plans, Drawings, and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, 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 materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after written notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings

and Specifications.

- D. The Contractor hereby agrees that normal local weather conditions have been considered in the establishment of the contract time. The Contractor expressly acknowledges that unfavorable working conditions will exist at the work site as a result of normal local weather.

The Contractor shall take into consideration local weather conditions in planning and scheduling of the work to ensure the completion of the work within the contract time provided. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the work and for the period of time in which the work is to be accomplished.

1.05 LIQUIDATED DAMAGES

- A. Both parties recognize that precise actual damages for delay are impossible to determine due to the impossibility of precisely ascertaining the amount of damages that will be sustained by the Owner as a consequence of such delay. Both parties desire to obviate any question of dispute concerning the amount of said damages for delay and the cost and impact of the failure of the Contractor to complete the Contract on time. The parties therefore agree to fix liquidated damages for delay in the Substantial Completion of the Project. The term Substantial Completion is more fully defined in Section 00700 of this Contract. **As a condition precedent to the issuance of the Notice to Proceed by the Owner, a written addendum setting forth a reasonable date by which the Contractor must achieve Substantial Completion shall be executed by the Contractor, Owner, and the Owner's Engineer. 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. Upon failure of the Contractor to attain Substantial Completion as agreed to by the parties (plus approved extensions, if any), the Contractor shall pay \$1,000.00 for each calendar day of delay after the date specified for Substantial Completion up to but not including the date the Project is deemed substantially complete by the Owner's Engineer.

The parties stipulate this amount is not a penalty, but liquidated damages to the Owner based on a reasonable measure of damages from the parties' experience in the utility wastewater construction industry and given the nature of losses that result from delays. Additionally, it is agreed and stipulated that liquidated damages to the Contractor will be acknowledged due to delays caused by the Owner and said liquidated damages to the Contractor shall be limited to the extension provision of contract time.

- B. 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 by the County for actual damages involving any defects in the work, breach of contract of any kind, negligence, or any

other claim for damages not involving a claim based solely on delay caused by the Contractor's untimely performance of the work.

- C. 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 for final payment. If no money is due the Contractor, the Owner shall have the right to recover the liquidated damages sum from the Contractor. 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, 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 Chapter 218, Florida Statutes, Florida Prompt Payment Act and Fla. Stat. Sect. 255.078, 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 I 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.

1.09 E-VERIFICATION

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

1.10 PUBLIC RECORDS.

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by Contractor or provided to Contractor by the County in connection with the activities or services provided by Contractor under the terms of this Contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes. Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours. The Contractor shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country.

Should the County face any legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and the County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.


The Contractor shall meet all requirements for retaining public records and shall transfer, at no cost, to the County 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 County in a format that is compatible with the information technology systems of the County. Failure to comply with the provisions of this Section, shall result in the County taking enforcement action against the Contractor including the cost to the County for gaining the Contractor's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the Contractor to obtain compliance with this Section, litigation filing fees and attorney's fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT Katie Ballagh, THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2046, Katie.Ballagh@brevardfl.gov OR 2725 JUDGE FRAN JAMIESON WAY, BUILDING A, SUITE 213, VIERA, FLORIDA 32940.

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

Attest:


Rachel Sadoof, Clerk

Seal

L7 Construction, Inc.

Contractor

Date: 6/11/21

By: BRETT LEFEVER
(Printed Name)

Signature: Brett Lefever

Title: PRESIDENT

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

By: 
Rita Pritchett, Chair

Date: JUL 06 2021

As approved by the Board on:

September 20, 2020

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 Oct. 1, 2021, 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 June 2, 2021, also known as “Sykes Creek Regional WWTF Headworks Structure”, 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 10th day of June, 2021.

Naiik Lynne
Secretary

END OF SECTION

BASEFLOW BASIN PROJECT(S)
BID #B-7-21-56

SECTION V

CONTRACT AND CERTIFICATE

This section includes the following forms that must be executed by the selected Contractor upon notification by the Owner:

- Contract
- Certificate

These forms DO NOT need to be submitted with the Bid.

BASEFLOW BASIN PROJECT(S)
BID #B-7-21-56

SECTION V

CONTRACT AND CERTIFICATE

This section includes the following forms that must be executed by the selected Contractor upon notification by the Owner:

- Contract
- Certificate

These forms DO NOT need to be submitted with the Bid.

CONTRACT

THIS AGREEMENT, is entered into the date of last signature below, by and between the Board of County Commissioners of Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Gregori Construction, Inc., party of the second part (hereinafter sometimes called the "Contractor").

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

1. DEFINITIONS

- 1.1 All terms in this Agreement are defined in the Instructions to Bidders, General Conditions and Supplementary Conditions for the Baseflow Basin Project(s) Basin No. 26 and 62
_____ Bid No. B-7-21-56, and shall have the meanings designated herein.

2. SCOPE OF THE WORK

- 2.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work to construct the options shown on the plans as prepared by **the Engineer of Record as shown on the Construction plans for the option awarded**, acting as, and in the Contract Documents entitled as the Owner's Engineer, and shall do everything required by these Contract Documents and as described in the Specifications and Contract Documents entitled:

BASEFLOW BASIN PROJECT(S) OPTION #: 26 and 62
BID NO. B-7-21-56

3. THE CONTRACT SUM

- 3.1 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.
- 3.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract for Option # 26 and 62 the sum of four hundred ninety one thousand nine hundred twenty five dollars (\$491,925.00)

4. COMMENCEMENT AND COMPLETION OF WORK

- 4.1 The Contractor shall commence work within 5 calendar days after issuance of Notice to Proceed.

- 4.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause final completion of the work not later than thirty 35 calendar days after the issuance of Notice to Proceed. This time of Completion is for each individual Option. If the same Contractor is awarded all two (2) Options, then the period for substantial completion must be no later than September 30, 2021, for all eleven Options.
- 4.3 Contractor understands that each Option is independent. However, the Contractor's completion of the work has to consider the time for completion for all the Options. Therefore, each option separately will have to be completed in a timely manner to allow the entire work (all two options) to be completed by September 30, 2021. The time will have to be coordinated once the project has been awarded.
- 4.4 Prior to commencing the work the Contractor shall execute, deliver to the Owner, and record in the public records of Brevard County, required payment and performance bonds in substantially the same format provided in Section VI.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 5.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that Contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 5.2 The provisions of this 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 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 the Surety.
- 5.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 5.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with the terms of this Contract and of 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, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract

and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications, shall be reconstructed as directed by the Owner. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

6. LIQUIDATED DAMAGES

- 6.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 6.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.
- 6.3 The Owner has the right to deduct, as payment on such liquidated damages, against any money the Owner owes the Contractor.
- 6.4 The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

7. PARTIAL AND FINAL PAYMENTS

- 7.1 In accordance with the provisions fully set forth in the General Conditions (Section VII), and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:
- a) Within 30 days after receipt of the Contractor's request for partial payment by the Owner, accompanied by partial release of liens and waivers from all subcontractors and suppliers, for the previous payment, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement.
 - b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.
 - c) Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the Surety regarding the Project or payment in question, no such releases or waivers shall be required. The Surety may, in a writing served on the Owner, revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.
 - d) Contractor acknowledges that, pursuant to Florida law, the Contractor may not lien Owner's interest in the Project site. Contractor agrees to advise all subcontractors and material suppliers of the non-lienable nature of the project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the project.

8. ADDITIONAL BOND

- 8.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond 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 the 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 Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

9. CONTRACT DOCUMENTS

- 9.1 The Contract Documents, as that term is defined in the Instructions to Bidders, are as fully a part of this Contract as if herein repeated, whether or not those documents are actually attached to this Contract. The Drawings, geotechnical report, permits and permit requirements are contained in Section IX, Appendix 1 and 2 (attached separately).
- 9.2 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.

10. PUBLIC RECORDS AND AUDIT REQUIREMENTS

- 10.1 In the performance of this Agreement, the Contractor shall keep books, records and accounts of all activities related to the Agreement in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (including, but not limited to Chapter 119, Florida Statutes).
- 10.1 All records or documents created by the Contractor or provided to the Contractor in connection with the activities or services provided under the terms of this Agreement, are public records and the Contractor agrees to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes. The Contractor shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 10.3 Records, documents, books and accounts ordinarily and necessarily required for the performance of this Agreement shall be kept, maintained and open to inspection by the Owner and its representatives during regular

business hours and shall be retained by the Contractor or for a period of five (5) years after completion or termination of this Agreement.

- 10.4 Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Owner. If the Owner does not possess the requested records, the Owner shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Owner or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. If the Contractor fails to provide the public records to the Owner within a reasonable time, the Contractor may be subject to penalties under Section 119.10, F.S.
- 10.5 The Contractor shall identify and ensure that all public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.
- 10.6 Upon completion of the Agreement, the Contractor shall transfer, at no cost to the Owner, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the services under this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Owner.
- 10.7 Failure to comply with the provisions of this section shall result in the Owner taking enforcement action against the Contractor, including the cost to the Owner for gaining the Contractor's compliance, which will include, but is not limited to, the Owner's staff time expended to obtain compliance with this section, litigation filing fees and attorney's fees. The Owner may also unilaterally terminate the Agreement if the Owner refuses to allow public access to Public Records as required by law.
- 10.8 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 the Contractor in the United States or any other country.
- 10.9 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS FOR THE NATURAL RESOURCES MANAGEMENT OFFICE by telephone at (321) 633-2016, by email at tom.belflower@brevardfl.gov, or at the mailing address below:

Brevard County Natural Resources Management Department ATTN: Custodian of Records

2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

11. NOTICE

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified below:

Owner: Brevard County Board of Commissioners
c/o Natural Resources Stormwater Utility Program - Jeff Rapolti (jeff.rapolti@brevardfl.gov)
2725 Judge Fran Jamieson Way, Bldg A, Rm 219
Viera, FL 32940

Contractor: Gregori Construction, Inc.
c/o Andrew Gregori
3435 S. Hopkins Ave., Suite #6
Titusville, FL 32760

Engineer: Mead & Hunt, Inc.	Geosyntec, Inc.
c/o David King (david.king@meadhunt.com)	c/o Mike Hardin (MHardin@geosyntec.com)
4401 Eastport Parkway	6770 S. Washington Ave., Suite 3
Port Orange, FL 32127	Titusville, FL 32780

12. ATTORNEY'S FEES

12.1 In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this Agreement, and shall not be construed to prevent the Owner from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

13. MODIFICATION

- 13.1 This Agreement, together with Contract Documents, constitutes the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. No modification of this agreement shall be binding on Owner or Contractor unless reduced to writing and executed by a duly authorized representative of Owner and Contractor.

14. GOVERNING LAWS

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

15. COMPLIANCE WITH STATUTES

- 15.1 It shall be the Contractor's responsibility to be aware of and comply with all applicable federal, state and local laws.
- 15.2 BUY AMERICAN – The bidder proposes and agrees, if this Proposal is accepted, to comply with 41 U.S.C. Chapter 83: Buy American statutes.
- 15.3 The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (3 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). with the terms and conditions found in attachment

16. VENUE

- 16.1 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.**

17. CONFLICT OF INTEREST

- 17.1 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 Contract without written consent from the County.
- 17.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 17.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

18. INFORMATION RELEASE/GRANTOR RECOGNITION

- 18.1 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. Releases shall identify the funding entity as well as the funding source.

Remainder of page intentionally left blank.

19. INDEMNIFICATION

- 19.1 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, any subcontractor, any supplier, 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 hereunder. 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.
- 19.2 The County's indemnity and liability obligations hereunder shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity.

20. UNAUTHORIZED ALIEN WORKERS

- 20.1 The 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 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this Contract by the County.
- 20.2 In accordance with Section 448.095, Florida Statutes, as may be amended, the County may not enter into a contract unless the parties thereto register with and utilize the E-Verify System.
- 20.3 The County shall not enter into, or renew, a contract with the Contractor if it is not enrolled in E-Verify. A contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.

- 20.4 The County shall verify the Contractor's participation in the E-Verify Program by confirming enrollment on the Department of Homeland Security's E-Verify Website. A contractor whose participation cannot be verified on the Website shall provide acceptable evidence of their enrollment prior to award and execution of the contract.
- 20.5 A contractor who registers with and participates in E-Verify may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify Program, the contractor hires or employs a person who is not eligible for employment.
- 20.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Remainder of page intentionally left blank.

21. PUBLIC ENTITY CRIMES

- 21.1 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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

22. SURVIVAL

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

23. SCRUTINIZED COMPANIES

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Owner may immediately terminate this Agreement for cause if the Contractor its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

24. SEVERABILITY

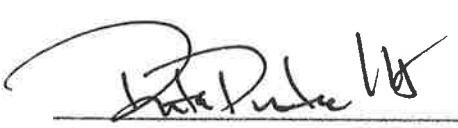
If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intent of the parties.

IN WITNESS WHEREOF the parties by their undersigned, authorized agents have executed this agreement as of the date last written below.

Attest:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part



Rachel Sadoff, Clerk


Rita Pritchett, Chair
As approved by the Board
on: September 24, 2020

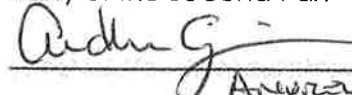
Reviewed for legal form and content
for Brevard County, Florida:


Alex Essee, Assistant County Attorney

Witnessed in the presence of**


ESHAM DRINKARD

CONTRACTOR
Party of the Second Part


Andrew M. Gregory, VP

Attest:
 (Seal)

- (*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart, 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.
- (**) Two witnesses are required when Contractor is sole ownership or partnership.

RECEIVED

JUN 29 2021

Brevard County
Natural Resources

Resolution

I, the undersigned Assistant Secretary of Gregori Construction & Engineering, Inc. (the Corporation), HEREBY CERTIFY that the Corporation is organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania as a corporation for profit with its principal office at 736 Ekastown Road, Sarver, PA 16055, and is duly authorized to transact business in the Commonwealth of Pennsylvania.

I FURTHER CERTIFY that at a meeting of the Directors of the Corporation, duly called and held on March 2, 2001, at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolution was adopted:

BE IT RESOLVED, this Corporation will fill the office of Vice President by appointing Andrew M. Gregori to said office. He shall have authority to conduct any and all business for Gregori Construction and Engineering, Inc.



 Asst. Secretary

PUBLIC CONSTRUCTION PAYMENT BOND
BASEFLOW BASIN PROJECT(S)
BID NO. B-7-21-56

Bond No. 3964326

BY THIS BOND, We Gregori Construction Inc., as Principal and Great American Insurance Company, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of Four Hundred Ninety One Thousand Nine Hundred Twenty Five and 00/100 (\$491,925.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 2021, between Principal and Owner for the construction activities associated with the BASEFLOW BASIN PROJECT(S), the Contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the Contract.
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract, then this bond is void; otherwise it remains in full force.
3. Any modifications in or under the Contract and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this 22nd day of June, 2021. Gregori Construction Inc.

Attest:

Stanley Lee
(As to Corporate Principal) Secretary

By: Andrew M. Gregori, VP
Name and Title of Principal

ESHA M. DRINKARD
Witness to Principal

Great American Insurance Company (Corporate Seal)

By: Josephine M. Streyle

Alexandra Machnik
Witness to Surety
Alexandra Machnik

Josephine M. Streyle, Attorney-in-Fact
Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I Stanley Lee, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Andrew M. Gregory who signed the said bond on behalf of the Principal, was then Vice Pres. of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary


PENNSYLVANIA
STATE OF ~~FLORIDA~~
COUNTY OF ALLEGHENY

(Seal)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Josephine M. Streyle to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the Great American Insurance Company and that said individual has been authorized by Great American Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

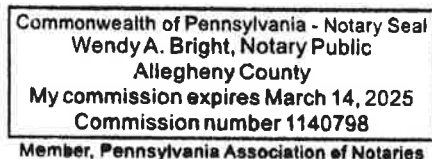
Subscribed and sworn to before me this 22nd day of June, 2021, A.D.

(Attach Power of Attorney)


Notary Public
~~State of Florida-at-Large~~ Pennsylvania

My Commission Expires: March 14, 2025

My Commission Number is: 1140798



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M. STREYLE	ALL OF	ALL
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	BARBARA A. LEEPER		
PATTI K. LINDSEY	ALEXANDRA MACHNIK		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of MAY, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 27TH day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of June, 2021



Stephen C. Beraha

Assistant Secretary

PUBLIC CONSTRUCTION PERFORMANCE AND GUARANTEE BOND

BASEFLOW BASIN PROJECT(S)

Bond No. 3964326

BID NO. B-7-21-56

BY THIS BOND, We Gregori Construction Inc.,
as Principal and Great American Insurance Company, a corporation as Surety, are
bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called
Owner, in the sum of Four Hundred Ninety One Thousand Nine Hundred Twenty Five and 00/100
(\$491,925.00), for payment of which we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the Contract dated _____, 2021,
between Principal and Owner for construction of the **BASEFLOW BASIN PROJECT(S)**
B-7-21-56, the
Contract Being Attached Hereto and Made a Part of this bond by reference, in such time
and without delay, and in the manner prescribed in the Contract including the delivery,
execution and performance of any warranty work required by the Contract;
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate
proceedings, that Owner sustains because of a default by Principal under the Contract;
3. Performs the guarantee of all work and materials furnished under the Contract for the time
specified in the Contract, and shall remedy any defects in the work due to faulty materials
or workmanship or failure to properly maintain during the length of the Contract, and pay
for all damage to other work, person, or property resulting therefrom, which shall appear
within a period of one (1) year from the date of final acceptance of the work provided for
in the Contract, then this bond is to be void; otherwise it remains in full force and effect.

Any modifications in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract does not affect Surety's obligation under this bond.

Signed and sealed this 22nd day of June, 2021.

Attest:

Stanley Lee
(As to Corporate Principal) Secretary

ESHA M. DRINKARD
Witness to Principal

Alexandra Machnik
Witness to Surety
Alexandra Machnik

By: Gregori Construction Inc.
Andrew M. GREGORI, VP
Name and Title of Principal

(Corporate Seal)
Great American Insurance Company
By: Josephine M. Streyle
Josephine M. Streyle, Attorney-in-Fact
Name and Title of Surety

(Corporate Seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL FOR PERFORMANCE BOND

I, Stanley Lee, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Andrew M. GREGG who signed the said bond on behalf of the Principal, was then Vice Pres. of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary


PENNSYLVANIA
STATE OF ~~FLORIDA~~
COUNTY OF ALLEGHENY

(Seal)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Josephine M. Streyle to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the Great American Insurance Company and that said individual has been authorized by Great American Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

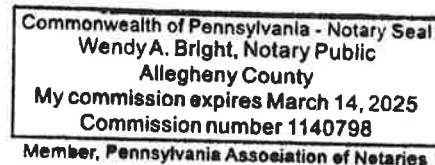
Subscribed and sworn to before me this 22nd day of June, 2021, A.D.

(Attach Power of Attorney)


Notary Public
State of ~~Florida~~-at-Large Pennsylvania

My Commission Expires: -March 14, 2025

My Commission Number is: 1140798



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
BRIAN W. LONG	JOSEPHINE M. STREYLE	ALL OF	ALL
BRIAN F. JEFFE	JAY BLACK	PITTSBURGH, PA	UNLIMITED
WENDY A. BRIGHT	BARBARA A. LEEPER		
PATTI K. LINDSEY	ALEXANDRA MACHNIK		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of MAY, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27TH day of MAY

, 2020, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2405)



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of June, 2021



Atty L C. B.

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seubert & Associates Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212		CONTACT NAME: PHONE (A/C, No, Ext): 412-734-4900 E-MAIL ADDRESS: certs@seubert.com		FAX (A/C, No): 412-734-5725
INSURED Gregori Construction Inc. 736 Ekastown Road Sarver PA 16055		INSURER(S) AFFORDING COVERAGE		NAIC #
GRECO15		INSURER A : Zurich American Insurance Company		16535
		INSURER B : American Guarantee & Liability		26247
		INSURER C : Charter Oak Fire Insurance Company		25615
		INSURER D : Berkley Assurance Company		39462
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 902078349**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO464300208	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Other <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP464300308	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC791767302	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC464300108	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased Rented Equip.			QT6606D441450COF20	10/1/2020	10/1/2021	\$900,000
C	Installation Floater			QT6606D441450COF20	10/1/2020	10/1/2021	\$350,000
D	Pollution/Prof. Liability			PCXDB50097801019	10/1/2019	10/1/2021	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BASEFLOW BASIN PROJECT(S)-The Board of County Commissioners of Brevard County, Florida, its officials, officers and employees are additional insureds on the general liability, auto liability and umbrella liability per written contract. General liability is primary and non-contributory per written contract. A waiver of subrogation applies to the additional insureds on general liability, auto liability, umbrella liability, pollution liability and workers compensation per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera FL 32940

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristie Lulich

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Gregori Construction Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 121, 736 Ekastown Rd.	Requester's name and address (optional)
6 City, state, and ZIP code Sarver, PA 16055-0121	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
2	3	-	2	9	3	8	6	3
								8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Andrew M. Gregori

Date ► 01/04/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.