



July 10, 2020

M E M O R A N D U M

TO: Frank Abbate, County Manager

RE: Item L.1., CareerSource Brevard Stop Gap Employment Program

The Board of County Commissioners, in regular session on July 9, 2020, approved expanding the CareerSource Brevard Stop Gap Employment Program to include non-profits with no changes to the program; and authorized the Chair to sign the Agreement with CareerSource Brevard subject to County Attorney and Risk Management approval.

Upon execution by all parties, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell, Deputy Clerk

cc: County Attorney
Risk Management

**CONTRACT – COVID-19 WORKFORCE RECOVERY
BREVARD COUNTY AND BREVARD WORKFORCE DEVELOPMENT BOARD, INC.,
d/b/a CAREERSOURCE BREVARD**

THIS CONTRACT 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 Workforce Development Board, Inc. d/b/a CareerSource Brevard having its primary business address at 295 Barnes Boulevard, Rockledge, FL 32955 (hereinafter the Contractor) effective July 16, 2020.

WITNESSETH:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the “Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act” to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the U.S. Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County’s response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the Contractor, in compliance with the CARES Act (including Guidance issued by the U.S. Department of Treasury) and as otherwise authorized by the Board of County Commissioners, has the ability to assist small businesses affected by COVID-19 to rebuild their customer base while assisting people who lost jobs due to COVID-19 related furlough or layoff as set forth herein;

WHEREAS, the Contractor has existing programs in place to accomplish the goals of helping businesses affected by COVID-19 rebuild their customer base and assisting people experiencing job loss due to COVID-19 and other dislocated workers in finding jobs;

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

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 Attachment A, Scope of Service, which is attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Contract shall begin upon this Contract being executed by both parties and continue until all funds budgeted under this Contract have been expended or through December 30, 2020, whichever date occurs first.

All requirements to maintain records created under this Contract shall survive the expiration date or termination date of this Contract.

3. COMPENSATION - AMOUNT AND METHOD:

For the Services provided by the Contractor under this Contract, the County shall reimburse the Contractor an amount not to exceed \$750,000.00 as identified in Attachment B, 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-five 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 and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes, Section 218.70, et seq.

The Contractor shall use the County's designated Attachment D, Monthly Request for Reimbursement/Invoice 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.

In addition to the above, each Request for Reimbursement/Invoice form shall be accompanied by documentation or data in support of expenses paid for by the Contractor for which reimbursement is sought from the County. The documentation to be provided shall be what is 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/expenditures indicated in the invoice were incurred in compliance with the Scope of Services, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance

with this Contract and that the amount requested is currently due to the Contractor there being no reason known to the Contractor that payment of any portion thereof should be withheld.

The Contractor understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures under the CARES Act; that if a reimbursement expenditure made to the Contractor, or on behalf of the Contractor, is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the Contractor agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The Contractor shall remit such payment to the County within 30 calendar days from the date the County notifies the Contractor, in writing, that the federal government has demanded the return of CARES Act funds expended by the County under this Contract, subject to any applicable appeal of the federal government's eligibility determination.

The Contractor's final Request for Reimbursement/Invoice is due on December 15, 2020.

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):

If the purchase amount is less than \$1,000; no formal purchase procedures are required.

If the purchase amount is \$1,000 or more, the Contractor shall solicit formal written bids from a minimum of three vendors.

The Contractor shall maintain sufficient records for five years from the expiration date of this Contract 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. This records retention requirement shall survive the end or termination date of this Contract.

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 Contract, 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 CONTRACT:

This Contract, together with any attachments, task assignments and schedules constitute the entire Contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INSURANCE:

The Contractor shall keep in force and at all times maintain during the term of this Contract:

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.

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.

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 Contract each party shall bear its own attorney's fees and costs.

9. GOVERNING LAW:

This Contract 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 (as amended):

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 Contract to interpret, construe or enforce this Contract 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 Contract without the prior written permission of the County. The County acknowledges that the Contractor will be working with 22nd Century Technologies, Inc. and KJ&J LLC d/b/a Spherion Staffing LLC and no further permission regarding assignment is needed with respect to these working relationships.

14. TERMINATION:

If the Contractor fails or refuses to perform any of the provisions of this Contract (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 the Contractor fails to cure the breach within the thirty-day period, County may immediately terminate this Contract 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 Contract with seventy-two hours written notice based upon the availability of funds as determined by evaluation by the County Manager of the expenditure goals and compliance with the Scope of Work.

If applicable, if the Contractor is providing services for another Entity or the Entity is providing services for the Contractor, in accordance with the Scope of Service 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 becomes unenforceable, the Contractor shall immediately notify the County and the County has the right to immediately terminate this Contract. 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 Contract as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract 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 Contract, the Contractor shall comply with the following terms, if applicable:

RIGHT TO AUDIT:

The Contractor shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Contract 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 Contract. All records, books and accounts related to the performance of this Contract 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 Contract 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 Contractor by the County in connection with activities or services provided by the Contractor under the terms of this Contract, 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.

AUDIT REQUIREMENTS:

If the Contractor is a local government or a nonprofit organization as defined in OMB Circular A-133, as revised, and in the event that the Contractor expends \$750,000 or more in Federal awards in its fiscal year, the Contractor shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 Code of Federal Regulations Part 200 Subpart F, as revised.

In determining the Federal awards expended in its fiscal year, the Contractor 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 Contractor 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 Contractor spends 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 Contractor 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 Contractor's resources obtained from other than Federal entities).

In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, Contractor shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Contract. If unable to meet the audit deadline, the Contractor shall submit a written request for an approval of an extension to Kathy Wall, Asst. to the County Manager, County Manager's Office. 2725 Judge Fran Jamieson Way, Building C, 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 Contract. The Contractor shall provide copies of any monitoring conducted during the term of this Contract, 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 Contract for a period of five years from the date the audit report is issued, and shall allow the County or its designee, 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 conclusions have been resolved. The Contractor shall ensure that audit working papers are made available to the County, or its designee 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 Contract, 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.

This Contract is being funded through the Federal CARES Act funds provided to the County by the U.S. Department of the Treasury.

REPORTS:

The County and the Contractor, within 10 working days of this Contract being fully executed (both parties having executed the Contract) shall agree upon milestones to be met by the Contractor. Thereafter, the Contractor shall submit monthly reports (by the twenty-fifth day of each month) in a format agreed to by the County and the Contractor, to assist the County in determining whether milestones are being met and the amount of business assistance being provided.

The County reserves the right to withhold reimbursement request due to the Contractor, for failure to meet milestones 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 milestones 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 Contract 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 seventy-two 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 the 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 the 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) 633-2010, sally.lewis@brevardfl.gov, Brevard County Board of County Commissioners, County Manager's Office, 2725 Judge Fran Jamieson Way, Building C, Viera, Florida 32940

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 1324(a), (e) and (Section 274A.a(2)) of the Immigration and Nationality Act. The County shall consider the Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

19. E-VERIFY:

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.

The 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.

The 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.

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.

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.

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 E, Confirmation of E-Verify Participation Form.

20. FEDERAL TAX ID NUMBER:

The Contractor shall provide to the County their Federal Tax ID 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 Contract 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 Contract 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 be provided services under this Contract 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 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 Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty- six months from the date of being placed on the convicted vendor list.

23. INFORMATION RELEASE/GRANTOR RECOGNITION:

News releases, publicity releases, or advertisements relating to this Contract 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. 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. The Contractor has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension the Contractor 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 CONTRACT:

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

26. SEVERABILITY:

If any provision of this Contract 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 Contract, the Contractor shall comply with all the requirements of the following attachments:

Attachment A: Scope of Service

Attachment B: Unit Cost Budget

Attachment C: Conditions and Methods of Compensation

Attachment D: Monthly Request for Reimbursement/Invoice Form

Attachment E: Confirmation of E-Verify Participation Form

28. NOTICE:

All notices under this Contract shall be given by certified mail or hand delivery as follows:

To the County:

Kathy Wall, Asst. to the County Manager

Brevard County Board of County Commissioners

County Manager's Office

2725 Judge Fran Jamieson Way

Building C

Viera, Florida, 32940

To the Contractor:

Jana Bauer, Program and Contracts Officer


Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard

297 Barnes Boulevard

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

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


By: 

Bryan Andrew Lober, Chair

Date: July 16, 2020

As approved by Board on: July 9, 2020

Reviewed for legal form and content:



(Assistant) County Attorney

CONTRACTOR: BREVARD WORKFORCE
DEVELOPMENT BOARD, INC. d/b/a
CAREERSOURCE BREVARD

By: 

Signature

Date: 7/15/2020

Marci Murphy, President
Name & Title, Typed or Printed

ATTACHMENT A SCOPE OF SERVICE

PROGRAM DESIGN CONCEPTS

The Contractor's work experience program will be designed to serve COVID-19 impacted businesses & individuals. Design concepts include:

- Focus is on small business with 50 or fewer employees that have had to lay-off or furlough employees. Attestation by employer of payroll reductions due to COVID will be required as part of the worksite agreement.
- Maximum number of work experience contracts per business will be established based on business response.
- This grant is only for businesses (for profit and non-profit) who have been impacted by COVID-19, which would allow them to have wages of their previously laid off or furloughed workers subsidized. The business may also recommend a new worker that has been dislocated or COVID-impacted.
- Workforce Recovery Grant funds will be offered in accordance with the time period authorized by the county with completion no later than December 30, 2020.
- The number of persons who can be assisted by this program will be determined by the time period of the grant and the wage which is set by the employer based on the prevailing wage of other workers doing the same type of work.
- Maximum length of subsidized employment is 16 weeks.
- The Contractor will utilize existing arrangements with staffing agencies to pay workers. Businesses will simply approve time cards and supervise the worker. The Contractor will coordinate with the staffing agency and the business to ensure that the worker is meeting the needs. Staffing agencies can provide drug screens and background checks as requested by the business.
- The Contractor will determine eligibility for services under the grant by utilizing worksite agreements for eligible businesses and intake forms for eligible workers. Each worker may be provided services by a career center who will assist the workers after the work experience if they are not picked up by the business with the goal of finding long-term sustainable employment.
- The Contractor will provide periodic reports as requested by the County to track the success of the program. This will also include monthly invoicing and documents needed by the County to ensure fiscal integrity, monitoring and auditing standards required.

OUTREACH TO IMPACTED BUSINESSES & JOB SEEKERS

Key to program success will be to ensure that businesses and job seekers know about the opportunity to participate in this program. The Contractor will coordinate with chambers, economic development, community partners and business groups to reach out to their members and will also utilize the Employ Florida database to send program collateral and social media messages to registered businesses. The Contractor will ensure coordination with the County on any outreach efforts with which the County is involved or as requested by the County.

**ATTACHMENT B
BUDGET**

The Contractor must include a federally approved indirect rate and the cost of labor.

Grant Funding Request COVID-19 Cares Act Funding from Brevard County Board of County Commissioners 5 1/2 Month Budget (July 15 – December 30, 2020)		
Expense	Description	Grant Total
Administrative Cost: Indirect Cost Rate & Staffing	15%	\$112,500
Wages to Participant	Includes Average Staffing Agency Mark Up 20%	\$637,500
Total Project Cost		\$750,000

ATTACHMENT C CONDITIONS AND METHOD OF COMPENSATION

The Contractor shall be reimbursed a total sum not to exceed \$750,000.00 for the services specified under this Contract. 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/Invoice Form (Attachment D) specifying and certifying the expenses incurred and expended in conformance with this Contract for the preceding month and that the Contractor is entitled to receive the amount requisitioned under the terms of this Contract.

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 Contract of all authorized personnel who shall be empowered to file requests for payment pursuant to this Contract.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this Contract
- b. The satisfactory evaluation of the Contractor by the County Manager's Office.
- c. Compliance with all other terms as stated in this Contract.

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 Budget (Attachment B) as permitted by Federal, State, and County regulations and policies.
- b. The Request for Reimbursement Form/Invoice (Attachment D) should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, which include participant information, hours worked, billing rate, and work location as determined by the County Manager's Office staff for services, activities and materials for which reimbursement is requested.
- c. Requests for Reimbursement/Invoice shall be submitted monthly. Reimbursement requests must be submitted to Kathy Wall (see Section 28) for approval within twenty-five calendar days after the end of the month for which the Contractor is requesting reimbursement with the exception of the final Request for Reimbursement/Invoice which must be submitted no later than December 15, 2020. Upon approval, Brevard County Finance Department shall be authorized to make the applicable reimbursement.

**ATTACHMENT D
MONTHLY REQUEST FOR REIMBURSEMENT FORM/
INVOICE**

As agreed to by the parties.

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

In accordance with Board of County Commissioners Policy 25 (BCC-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: Brevard Workforce Development Board, Inc. d/b/a CareerSource

AUTHORIZED REPRESENTATIVE 's SIGNATURE Marci Murphy

NAME (printed) Marci Murphy

POSITION: President

DATE: 7/15/2020

BID/RFP: not applicable