



Brevard County Board of County Commissioners

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Legislation Text

File #: 1985, Version: 1

Subject:

Agreement with Independent Living Systems, LLC. for weekly meals in support of the Coronavirus Aid, Relief, and Economic Security (CARES) Act Food Stability Program

Fiscal Impact:

FY 19-20: No impact to the General Fund. Up to \$646,425 in CARES Act funds allocated to the Food Stability Program in Fund 1720, Cost Center 302108 will be utilized for this agreement.

FY 20-21: No impact to the General Fund. Up to \$1,400,587.50 in CARES Act funds allocated to the Food Stability Program in Fund 1720, Cost Center 302108 will be utilized for this agreement.

Dept/Office:

Housing and Human Services

Requested Action:

It is requested the Board of County Commissioners authorize: (1) the County Manager to sign the attached Agreement with Independent Living Systems, LLC., (2) the County Manager to sign any amendments and/or modifications to the Agreement upon approval of Risk Management and the County Attorney's Office, and (3) the County Manager to approve all necessary Budget Change Requests.

Summary Explanation and Background:

On June 30, 2020, the Board of County Commissioners determined (due to the public health emergency associated with Coronavirus (COVID-19)) that expenditures associated with a Food Stability Program were necessary, were not accounted for in the County's budget most recently approved as of the date of enactment of the CARES Act (March 27, 2020), and were only for expenses incurred between March 1, 2020 and December 30, 2020. As a result of this determination, the Board allocated \$4 million from the County's \$105 million CARES Act distribution from the United States Treasury for the Food Stability Program.

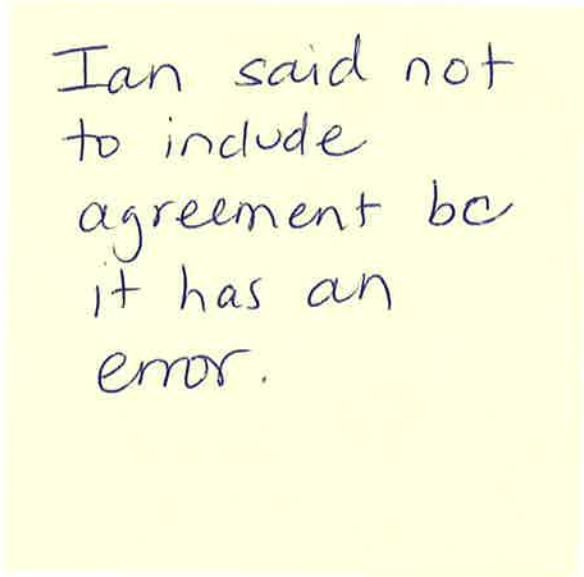
In furtherance of this ongoing program, an agency (Independent Living Systems, LLC.) was located which has the capacity to provide 25,350 meals per week (\$4.25 per meal) to support traditional food banks, popup pantries, and other vulnerable populations through local distribution. Independent Living Systems, LLC. has the capacity to increase the number of shipments if need increases within Brevard County. An increase in shipments would necessitate an additional allocation of funds to the Food Stability Program.

Staff looked at the possibility of issuing a solicitation for these services, however, the time to properly solicit via Request for Proposal would hinder the ability to procure the meals in an efficient time and immediately address the need. The Request for Proposal process takes approximately 6 weeks to advertise, review, select, and award a vendor. As this need is urgent, and the County remains under a local state of emergency, it is

recommended that the Board waive competitive procurement for this contract to allow staff to get the meals in a time frame which will allow for immediate distribution to those in need. The County recently issued a solicitation for meal services very similar to this and only received one response, as such there is not an expectation of competition at this point. Purchasing Services recommends a single/sole source of this procurement for these reasons.

Clerk to the Board Instructions:

It is requested that the Clerk have the County Manager endorse the attached Agreement and return it to the Housing and Human Services Department.



Ian said not
to include
agreement bc
it has an
error.

Deborah Thomas

From: Ray, Brittany <brittany.ray@brevardfl.gov>
Sent: Monday, August 24, 2020 12:29 PM
To: Deborah Thomas
Subject: RE: ITEM J. 5

Yes, please.

Sorry,

Brittany Ray, Administrative Assistant to Ian Golden, Director
Brevard County Housing & Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B, Suite B-103
Viera, Florida 32940
Telephone: (321) 633-2007
Facsimile: (321) 633-2170
Email: brittany.ray@brevardfl.gov



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Pursuant to BCC-32 policy approved and dated August 26, 2010.

From: Deborah Thomas <deborah.thomas@brevardclerk.us>
Sent: Monday, August 24, 2020 11:28 AM
To: Ray, Brittany <brittany.ray@brevardfl.gov>
Subject: RE: ITEM J. 5

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thanks Brittany.

Ok so does Frank sign page 9 also?

Please advise.

Deborah

From: Ray, Brittany <brittany.ray@brevardfl.gov>
Sent: Monday, August 24, 2020 11:15 AM
To: Deborah Thomas <deborah.thomas@brevardclerk.us>
Subject: RE: ITEM J. 5

Good morning,

No, agenda item is requesting authority for Frank to sign everything, if approved.

Brittany Ray, Administrative Assistant to Ian Golden, Director
Brevard County Housing & Human Services Department
2725 Judge Fran Jamieson Way, Bldg. B, Suite B-103
Viera, Florida 32940
Telephone: (321) 633-2007
Facsimile: (321) 633-2170
Email: brittany.ray@brevardfl.gov



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Pursuant to BCC-32 policy approved and dated August 26, 2010.

From: Deborah Thomas <deborah.thomas@brevardclerk.us>
Sent: Monday, August 24, 2020 11:01 AM
To: Ray, Brittany <brittany.ray@brevardfl.gov>
Subject: ITEM J. 5

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning:

How are you Brittany?

Hoping you and your family are doing well.

Quick question, for the added Item No. J.5., I see Frank Abbate's signature is needed on page 7.

Does the Chair need to sign page 9?

Please advise.

Many thanks.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Independent Living Systems, LLC		2. Amount: \$107,737.50/week
3. Fund/Account #: 1720/302108/5492010	4. Department Name: Housing and Human Services	
5. Contract Description: Weekly meal packs to support the Food Stability Program under CARES Act		
6. Contract Monitor: Lesley Singleton	8. Contract Type: SERVICES	
7. Dept/Office Director: Ian Golden		
9. Type of Procurement: Other		

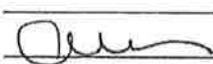
SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	_____
Purchasing	☐	☐	_____
Risk Management	☐	☐	_____
County Attorney	☐	☐	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	Ian Golden Digitally signed by Ian Golden Date: 2020.08.19 13:17:46 -0400
Purchasing	☒	☐	
Risk Management	☐	☐	_____
County Attorney	☒	☐	 8/21/2020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Independent Living Systems, LLC		2. Amount: \$107,737.50/week	
3. Fund/Account #: 1720/302108/5492010		4. Department Name: Housing and Human Services	
5. Contract Description: Weekly meal packs to support the Food Stability Program under CARES Act			
6. Contract Monitor: Lesley Singleton			8. Contract Type: SERVICES
7. Dept/Office Director: Ian Golden			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	Ian Golden Digitally signed by Ian Golden Date: 2020.08.19 13:17:46 -04'00'
Purchasing	☐	☐	
Risk Management	☒	☐	Lairsey, Matt Digitally signed by Lairsey, Matt Date: 2020.08.20 11:30:26 -04'00'
County Attorney	☐	☐	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



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

August 26, 2020

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director

RE: Item J.5. Agreement with Independent Living Systems, LLC. for Weekly Meals in Support of the Coronavirus Aid, Relief, and Economic Security (CARES) Act Food Stability Program

The Board of County Commissioners, in regular session on August 25, 2020, authorized the County Manager to sign the Agreement with Independent Living Systems, LLC; authorized the County Manager to sign any amendments and/or modifications to the Agreement upon approval of Risk Management and the County Attorney's Office; and authorized the County Manager to approve all necessary Budget Change Requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/cld

cc: County Manager
Budget
Finance

MEALS SERVICES AGREEMENT

This Meals Services Agreement ("Agreement") is by and between the Board of County Commissioners of Brevard County, Florida ("CUSTOMER"), , having its principal place of business at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and Independent Living Systems, LLC ("ILS" or "COMPANY"), a Florida limited liability company having its principal place of business at 4601 NW 77th Ave, Miami, Florida 33166.

RECITALS

WHEREAS, COMPANY is a Florida limited liability company in the business of providing management, administrative and meal services to entities in a cost-efficient manner; and

WHEREAS CUSTOMER desires to work with COMPANY who can assist it in the delivery of services as requested and more particularly described herein and below;

NOW, THEREFORE, in consideration for the mutual covenants and agreements contained herein, and in return for good and valuable consideration, the parties hereby agree as follows:

1. SERVICES.

The COMPANY shall provide a meals benefit and a delivery program as detailed on the attached Schedule No. 1 – Scope of Work ("SOW"), a copy of which is attached hereto and incorporated by reference into this Agreement.

2. FEES AND PAYMENT TERMS.

2.1 For the Services provided under this Agreement, CUSTOMER shall pay COMPANY an amount not to exceed \$2,047,012.50 and shall pay COMPANY in accordance with the rates provided on Schedule No. 1.

2.2 Payment shall be remitted in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes et seq.

3. TERM AND TERMINATION.

3.1 **Term.** This Agreement begins on the date on which the last party signs ("Effective Date") and shall terminate on December 29, 2020, unless terminated earlier in accordance with this Agreement. This Agreement may be terminated by either party for any or no reason (including convenience) by providing at least thirty (30) days' prior written notice of such termination to the other party.

3.2 **Termination for Breach.** In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon at least thirty (30) days prior written notice to the breaching party, which notice shall specify in detail the nature of the alleged breach; provided, however, that if the alleged breach is susceptible to cure, the breaching party shall have thirty (30) days from the date of receipt of notice of termination to cure such breach, and if such breach is cured, then the notice of termination shall be void and of no effect. If the breach is not cured within the thirty (30) day period, then the date of termination shall be that date set forth in the notice of termination.

3.3 **Termination for Insolvency.** This Agreement may be terminated immediately upon notice if either party: (i) makes an assignment for the benefit of creditors; (ii) appoints or suffers appointment of

a receiver or trustee over all or substantially all of its property; (iii) files a petition for any bankruptcy or insolvency act; or (iv) has any petition for any bankruptcy or insolvency act filed against it that is not discharged within 60 days of the filing.

3.4 **Effect of Termination.** Upon termination of this Agreement, COMPANY will take all steps necessary to wind down and cease the Services in an orderly manner. Upon termination of this Agreement, CUSTOMER will pay COMPANY all unpaid fees and documented expenses incurred prior to the effective date of termination.

4. 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 COMPANY of the request and the COMPANY 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 COMPANY 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 COMPANY fails to provide the requested public records to the COUNTY within a reasonable time, the COMPANY 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. COMPANY's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination. If COMPANY 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 COMPANY's possession and control, the COMPANY agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. The COMPANY shall hire and compensate attorney(s) to represent the COMPANY and COUNTY in defending such action. The COMPANY shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

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

6. **INSURANCE.** COMPANY represents that it maintains and will continue in force during the term of this Agreement, at its expense, commercial general liability insurance with a combined single limit of minimum \$1,000,000. Each party will be solely responsible for workmen's compensation claims brought by its respective employees, and will not hold the other liable for such claims.

7. **MISCELLANEOUS TERMS.**

7.1 **Governing Law and Venue.** The laws of the State of Florida, without reference to its conflicts of laws principles, will govern this Agreement. 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.

7.2 **Severability.** If a court finds that a provision in this Agreement is unenforceable, all other terms of this Agreement should be unaffected and remain enforceable.

7.3 **Integration and Amendments.** This Agreement contains the entire understanding of the parties with respect to the Services and supersedes all prior written or oral communications. This Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed all parties under this Agreement.

7.4 **Assignment and Delegation.** Neither party may assign this Agreement, or any of its rights created by this Agreement, without the other party's prior written consent. But, each party may assign any rights created by this Agreement in connection with any merger, reorganization or acquisition it is involved in or if the party sells substantially all of its assets related to this Agreement. Moreover, in the event of any proposed assignment of this Agreement to a party-controlled affiliate, the other party will not withhold consent. Any purported assignment of this Agreement in violation of this subsection is invalid.

7.5 **Successors and Assigns.** This Agreement binds and benefits the parties and their respective permitted successors and assigns.

7.6 **No Third-Party Beneficiaries.** Except as otherwise provided herein, this Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any other person.

7.7 **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three days following deposit in the United States Postal System, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

Brevard County
Housing and Human Services Department
Attn: Ian Golden, Director
2725 Judge Fran Jamieson Way, Building B-103
Viera, Florida 32940

Independent Living Systems, LLC
Attn: Legal Department
4601 NW 77 Ave

Miami, Florida 33166

A notice or consent that occurs will become effective when the intended recipient receives it. Consequently, each notice or consent must provide evidence of receipt (e.g., facsimile transmission with answer back confirmation, by e-mail with acknowledgement of receipt, or by courier with proof of delivery). Lastly, any notice, consent, or other communication required by this Agreement must be in writing.

7.8 Force Majeure. Each party is excused from performance under this Agreement and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any event or contingency beyond the control of the parties including, but not limited to, shortage of supply, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, acts of God, acts of war or terrorism, actions or decrees of governmental bodies, and similar occurrences. The party who has been so affected shall promptly give written notice to the other party and shall use its commercially reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure event.

7.9 Shortage of Supply and/or Inventory. COMPANY shall notify CUSTOMER as soon as commercially practicable, upon becoming aware of an event of force majeure under Section 7.8 or any other event that would render COMPANY unable to supply any quantity of the product required to be supplied hereunder. In such event, COMPANY shall use commercially reasonable efforts to remedy such shortage, however, COMPANY makes no minimum commitments unless specifically stated in Schedule 1 of this Agreement.

7.10 Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart will be an original and all together will constitute one instrument.

7.11 Compliance with Laws. During the term of this Agreement, the parties shall comply with any and all applicable State, federal and local laws and regulations. In addition, the parties have not and shall not take any action directly or indirectly, in violation of any applicable fraud and abuse laws, including, without limitation, 18 U.S.C. §286 (conspiracy to defraud government with respect to claims); 18 U.S.C. § 287 (false, fictitious or fraudulent claims); 18 U.S.C. § 371 (conspiracy to commit offense or to defraud the government); 18 U.S.C. § 666 (theft or bribery concerning programs receiving federal funds); 42 U.S.C. §1320a-7a (civil monetary penalties); 42 U.S.C. §1320a-7b (criminal penalties for acts involving Medicare or state health care programs); 42 U.S.C. §1395u(b)(6) (prohibition against assignment of Medicare payments); or 42 U.S.C. § 1396h(a) (making false statements or representations in application for Medicaid payments); 42 U.S.C. § 1320a-7b(a) (making or causing to be made false statements or representations).

7.12 Omitted.

7.13 Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

7.14 Attorney's Fees to Prevailing Party. 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.

7.15 Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies set forth in this Agreement and allowed under applicable law.

7.16 Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

7.17 Independent Contractor. Nothing contained herein shall be construed as creating a partnership, trustee, fiduciary joint venture, or employment relationship between COMPANY and CUSTOMER with respect to the Services required hereunder, COMPANY shall be in the relationship of an independent contractor to CUSTOMER.

7.18 Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

7.19 Indemnification. COMPANY agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, damages, losses, liabilities and expenses, including attorney's fee, court costs, arising out of or resulting from the performance of the COMPANY's 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 COMPANY, or anyone directly or indirectly employed by the COMPANY, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder.

7.20 E-verify.

A. The COUNTY shall not enter into, or renew, an Agreement for goods or services with a contractor that is not enrolled in E-Verify. Any 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 Agreement term.

B. The COUNTY shall verify COMPANY's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. A contractor whose participation cannot be verified on the Department of Homeland Security's E-Verify Website shall provide acceptable evidence of their enrollment prior to award and the execution of an Agreement. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

C. COMPANY shall expressly require any subcontractors performing work or providing services pursuant to this Agreement 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 Agreement term.

D. COMPANY must meet this requirement, unless:

- 1) the Agreement is solely for goods-based procurement where no services are provided; or
- 2) where the requirement is waived by the Board of County Commissioners;
- 3) the Agreement is being executed with a Sole Proprietor who does not hire employees and therefore not required to file a Department of Homeland Security Form I-9 (which is the necessary document used for performing an E-Verify search); or
- 4) the Agreement is being executed with a company based outside of the United States of America and does not have a corporation or office located within the United States of America and does not employ any United States of American citizens.

E. COMPANY's compliance with the terms of this section is made an express condition of this Agreement and the COUNTY may treat a failure to comply as a material breach of this Agreement.

F. 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.

G. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

7.21 Scrutinized Companies.

A. COMPANY shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the COMPANY further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

B. For Agreements of any amount, if the County determines the COMPANY submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the COMPANY has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Agreement after it has given the COMPANY notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Agreement if the conditions of Section 287.135(4) of the Florida Statutes are met. For Agreements \$1,000,000 and greater, if the County determines the COMPANY submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the COMPANY has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Agreement after it has given the COMPANY notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Agreement if the conditions of Section 287.135(4) of the Florida Statutes are met.

C. The COMPANY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

7.22 Right to Audit.

In performance of this Agreement, the COMPANY shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the COMPANY in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the COMPANY for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

Each Party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either Party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

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

By: _____
Frank Abbate
Title: Brevard County Manager
As approved by the Board on June 30, 2020

INDEPENDENT LIVING SYSTEMS, LLC

4601 NW 77 Ave
Miami, Florida 33106

DocuSigned by:

By: _____
Nestor J. Plana,
Chairman and Chief Executive Officer
8/21/2020

Reviewed for legal form and content:

Abigail Forrester Jorandby
Assistant County Attorney

NEED
don't get it
signed per
FRANK Ab
Needs to be
- Signat

SCHEDULE NO. 1 Scope of Work ("SOW")

1. Scope of Services

Shelf-Stable Meals to be delivered within the State of Florida ("Services"). The Services will be described further below.

2. Meals Delivery:

The Services shall consist of One (1) semi-truck load weekly drop shipment of Shelf Stable meals ("Weekly Order") to start upon execution of the Agreement and thereafter every week. The Weekly Order should consist of 5,070 five (5) packs of Shelf Stable meals packed in 30 pallets – 169 cases.

3. Pricing:

\$4.25 per meal which includes meal preparation and delivery. The total per Weekly Order should be calculated as follows:

Total of Meals Units 5,070 * 5 (pack) = 25,350 meal units	Price per meal	Total per Weekly Order
25,350	\$4.25	\$107,737.50

4. Change Order Process/Procedures:

In order to maintain a clear line of communications through the engagement, any material changes ("Change" or "Changes") will go through a formal change control process. Changes that may impact this schedule must be approved before being implemented. The following details the steps that must be taken if Changes to this SOW are required:

- 4.1 A Change Order Form ("COF") will be the vehicle for communicating Change. The COF describes the Change, the rationale for the Change, and the effect the Change will have on the Services.
- 4.2 Both CUSTOMER and COMPANY will review the COF and either approve the Change requested or decide not to proceed.
- 4.3 If a requested Change is authorized, both parties will sign the COF, which will constitute approval to proceed with the Change.

SCHEDULE NO. 1
CHANGE ORDER FORM

This Change Order No. X is effective DATE ("Change Order Effective Date") pursuant to the Agreement Type dated DATE by and between Board of County Commissioners of Brevard County, Florida receiving services hereunder and Vendor Name ("COMPANY") and the SOW NAME Statement of Work effective on SOW Date.

1. Change Requested By:
2. Describe Changes, modifications, or additions to the Services and/or Deliverables:
3. Impact on Performance Period, and other requirements:
 - a. Changes in Performance Period:
 - b. Changes to any other requirements:
4. Describe any Changes to costs:

By the signatures of their duly authorized representatives below, CUSTOMER and COMPANY, intending to be legally bound, agree to all of the provisions of this Change Order as of the Change Order Effective Date set forth above.

Board of County Commissioners of Brevard
County, Florida

COMPANY

By: _____

By: _____

Name: FRANK ABBATE

Name: _____

Title: COUNTY MANAGER

Title: _____

Date: AUGUST 25, 2020

Date: _____