



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

10/10/2023

Subject:

Approval Re: Florida State Courts System Office of the State Courts Administrator Agreement for Moore Justice Center Improvements - District 4

Fiscal Impact:

Fiscal Year 2024: Up to \$5.5M reimbursement from the Florida State Courts System to Brevard County for costs incurred for Moore Justice Center

Dept/Office:

Public Works Department/Facilities Management

Requested Action:

It is requested the Board of County Commissioners: 1) approve and authorize the Chair to execute the Agreement with the Florida State Courts System; 2) authorize the Chair to execute any necessary Supplemental Agreements (amendments/renewals) contingent upon review by the County Attorney's Office, Risk Management, and Purchasing Services; and 3) approve any necessary Budget Change Requests associated with this request.

Summary Explanation and Background:

The Agreement with the Florida State Courts System will provide the County reimbursement for the Moore Justice Center (MJC). The implementation of the project is in the interests of both the Office of the State Courts Administrator and Brevard County. The Agreement outlines the terms and conditions of the funding and the production of the project. Specifically, the Agreement will provide reimbursement funding to make the necessary changes to the MJC building to renovate, where possible, the courthouse including adding courtroom(s), jury room(s), associated judicial chambers, office space(s), including, but not limited to office space and areas occupied by court staff, Clerk of Court staff and State Attorney's Office staff, storage space(s), law library, sally port, and areas of public and/or private circulation. Allowable expenditures include but are not limited to, architectural and engineering services, permitting fees, millwork, general construction, carpentry, painting, electrical, furnishings, fixtures, equipment, expenses related to moving or relocating staff, furniture, and equipment within the facility or to another temporary or permanent location, and other expenses normally incurred on such a project. The County will engage the services of a professional architectural and engineering consultant to conduct a study to make recommendations on the renovation and improvements to the MJC. The design will be based on the study findings.

The use of the funding for this project is limited by statute and coupled with the limited funding level, the focus of the project effort is expected to result in improved efficiencies and capacity using the existing building footprint of the Justice Center.

The State will reimburse the County in an amount not to exceed \$5.5M for actual costs incurred. The Agreement expires on June 30, 2028. If the project is not completed within this period, an extension of time can be requested by the County contingent upon satisfactory performance and subject to the availability of funds. The Agreement has been reviewed and approved by the County Attorney's Office, Risk Management, and Purchasing Services, in accordance with Administrative Order 29.

Clerk to the Board Instructions:

Please return the Agreement to the Public Works Department for further execution by the Florida State Courts System



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

Telephone: (321) 837-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

October 11, 2023

MEMORANDUM

TO: Marc Bernath, Public Works Director

RE: Item F.5., Approval of Florida State Courts System Office of the State Courts Administrator Agreement for Moore Justice Center Improvements

The Board of County Commissioners, in regular session on October 10, 2023, approved and authorized the Chair to execute the Agreement with the Florida State Courts Systems; authorized the Chair to execute any necessary supplemental agreements (amendments/renewals), contingent upon review by the County Attorney's Office, Risk Management, and Purchasing Services; and approved any necessary Budget Change Requests associated with this request. Enclosed is the executed Agreement.

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

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".
Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: Contracts Administration
Finance
Budget

FLORIDA STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR

THIS AGREEMENT is entered into between the State Court System of Florida, Office of the State Courts Administrator, hereinafter referred to as "OSCA," and the Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Recipient."

I. THE RECIPIENT AGREES:

A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this Agreement.
2. That the Agreement document consists of all attached documents identified in Section III(G) below.

B. Governing Law

That this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Brevard County, Florida.

C. Invoicing and Travel

That funds provided in this Agreement may not be used for travel expenses of Recipient or Recipient's staff. Invoices and all necessary supporting documentation shall be submitted to the following address:

Office of the State Court Administrator
General Services Unit
Contacts and Grants Administrator
500 S Duval Street
Tallahassee, FL 32399-1900

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OSCA under this Agreement pursuant to Rule 2.440, Florida Rules of General Practice and Judicial Administration.
2. To retain, at no additional cost to the OSCA, all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of ten (10) years after completion of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. If any such records are eligible for destruction under applicable record retention schedules before ten (10) years after completion of the Agreement the records may be destroyed with the prior written approval of the OSCA's Grant Manager.
3. Upon demand and at no additional cost to the OSCA, the Recipient will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Public Records, Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, Florida Rules of General Practice and Judicial Administration, made or received by the Recipient in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. Further, the Recipient will maintain the confidentiality of any records that are exempt from disclosure pursuant to Rule 2.420, Florida Rules of General Practice and Judicial Administration. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this Agreement for which the OSCA may unilaterally terminate the Agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the OSCA.
3. To permit persons duly authorized by the OSCA to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this Agreement; and to interview any clients, employees and sub-recipient employees of the Recipient to assure the OSCA of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the OSCA will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan.

4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General pursuant to section 20.055, Florida Statutes, or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the OSCA as specified in Attachment D, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

Pursuant to section 768.28(19), Florida Statutes, neither the Recipient nor the OSCA waive sovereign immunity nor do the parties agree to indemnify each other for the other party's negligence.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s).

H. Assignments and Subcontracts

1. To be responsible for all work performed and for all products produced pursuant to this Agreement.
2. Any sub-contracts shall be evidenced by a written document. The Recipient further agrees that the OSCA shall not be liable to the sub-contractors in any way or for any reason. The Recipient, at its expense, will defend the OSCA against such claims.
3. That the OSCA shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity or agency in the State of Florida, upon giving prior written notice to the Recipient.

I. Return of Funds

To return to the OSCA any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Agreement that were disbursed to the Recipient by the OSCA. If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within five (5) business days of discovery. If the OSCA first discovers an overpayment has been made, the Grant Manager, on behalf of the OSCA, will notify the Recipient by letter of such findings. Should repayment not be made within thirty (30) calendar days of the notification by the OSCA, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the OSCA notification or Recipient discovery.

J. Non-discrimination Requirements

That the Recipient will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all sub-recipients and sub-subrecipients, or others with whom it arranges to provide services under this Agreement will comply with these requirements.

K. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the Recipient. The OSCA shall consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Agreement by the OSCA.

L. Sponsorship

That, if the Recipient is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name), the Florida Legislature and the Florida State Court System." If the sponsorship reference is in written material, the words "Florida Legislature and Florida State Court System" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the OSCA Grant Manager.

M. Publicity

That without limitation, the Recipient and its employees, agents, and representatives will not, without prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Recipient has been approved or endorsed by the State, or refer to the existence of this Agreement in press releases, advertising or materials distributed to the Recipient's prospective customers.

N. Lobbying

To not expend any of the funds provided under this Agreement for the purpose of lobbying the Legislature, judicial branch, or a state agency.

O. E-Verify

1. The Recipient will be in full compliance with sections 448.09 and 448.095, Florida Statutes, regarding the use of the United States Department of Homeland Security's (DHS) E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Agreement for which the Recipient is providing services to the OSCA.
2. The Recipient shall also include a requirement in all subcontracts that the subcontractor shall comply with sections 448.09 and 448.095, Florida Statutes, and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Prior to allowing any subcontractor to provide any services contemplated under this Agreement, the Recipient shall provide to the OSCA's Grant Manager with a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.
4. If the Recipient or subcontractor is unable to register to utilize the United States Department of Homeland Security's (DHS) E-Verify system because they are a sole proprietor with no employees, then the Recipient must complete a registration waiver affidavit certifying the reason for non-registration which must be submitted for approval along with the required signed contractual documents.
5. After the execution of the initial Agreement, the Recipient shall provide the OSCA with both the DHS E-Verify registration or registration waiver affidavit and corresponding affidavits for all subcontractors performing services under this Agreement.
6. Violation of the provisions in this paragraph by the Recipient shall constitute grounds for immediate termination of the Agreement by the OSCA pursuant to section 448.095(5)(c), Florida Statutes.
7. Pursuant to section 448.095(5)(c), Florida Statutes, the Recipient is liable for any additional costs incurred by the OSCA as a result of the termination of this Agreement for a violation of the provisions contained in this paragraph.

II. OSCA AGREES:

A. Agreement Amount

To pay for commodities and services according to the terms and conditions of this Agreement in accordance with Attachment B to this Agreement, subject to the availability of funds. Any costs or services paid for under any other agreement or from any other source are not eligible for payment under this Agreement.

B. Payment

That pursuant to section 215.422, Florida Statutes, the OSCA has fifteen (15) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties.

C. Payment Inquiries and Vendor Ombudsman

1. That issues regarding the inspection, acceptance and payment for goods and services provided under this Agreement will be handled by the Grant Administrator at (850) 922-1184.
2. That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422 (7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE RECIPIENT AND the OSCA MUTUALLY AGREE:

A. Effective and Ending Dates

That this Agreement shall begin on the date on which the Agreement has been signed by the last party required to sign it. It shall end at midnight, Eastern Time, on June 30, 2028. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and spending approval by the Chief Justice.

B. Renewal

That upon continued appropriations by the Florida Legislature, the OSCA and the Recipient may renew the Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal must be in writing and signed by both parties and is contingent upon satisfactory performance and subject to availability of funds for this Agreement.

C. Termination

1. In the event funds for payment pursuant to this Agreement become unavailable, the OSCA may terminate this Agreement upon no less than a twenty-four (24) hour notice in writing to the Recipient. The Chief Justice of the Florida Supreme Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Recipient will be compensated for any work satisfactorily completed.
2. That this Agreement may be terminated for the Recipient's non-performance. OSCA shall provide written notice to Recipient of such non-performance and a reasonable time to cure, delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Grant Manager. If Recipient fails to cure such non-performance within the time frame identified in the notice, which in no case shall be less than five (5) business days, then this Agreement can be terminated by OSCA. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the OSCA's right to remedies at law or in equity.
3. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Grant Manager or the representative of the Recipient responsible for administration of the program as appropriate.

D. Renegotiations or Modifications

1. That, with the exception of modifying the Budget in Attachment B, modifications of all other provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in OSCA's operating budget, without said price level increases being approved in writing by the parties.
2. That the parties agree to renegotiate this Agreement if there are any revisions of any applicable state laws, or regulations that make changes in this Agreement necessary.

E. Notice

That any notice, that is required under this Agreement shall be in writing, and sent by email, U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the OSCA to the representative of the Recipient responsible for administration of the program, at the designated address indicated in section III.F.3. and by the Recipient, to OSCA's Grant Manager indicated in section III.F.4.

F. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Recipient name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:
 Name: Brevard County c/o Tammy Thomas-Wood
 Title: Operations Manager
 Section/Unit/Department: Public Works Department
 Address: 2725 Judge Fran Jamieson Way, Room A-201
 City, State, Zip: Viera, FL 32940
 Phone: 321-617-7202
 Email: tammy.thomas-wood@brevardfl.gov
2. The name of the Recipient's contact person and street address where financial and administrative records are maintained is:
 Name: Brevard County c/o Tammy Thomas-Wood
 Title: Operations Manager
 Section/Unit/Department: Public Works Department
 Address: 2725 Judge Fran Jamieson Way, Room A-201
 City, State, Zip: Viera, FL 32940
 Phone: 321-617-7202
 Email: tammy.thomas-wood@brevardfl.gov
3. The name, address, and telephone number of the Recipient's Project Manager responsible for administration of the program under this Agreement is:

Name: Tim Lawry
 Title: Construction Manager
 Section/Unit/Department: Public Works Department/Facilities
 Address: 2725 Judge Fran Jamieson Way, Room A-207
 City, State, Zip: Viera, FL 32940
 Phone: 321-633-2050
 Email: tim.lawry@brevardfl.gov

4. The name, address, and telephone number of the Grant Manager for OSCA for this Agreement is:

Steven K. Updike
 General Services Administrator
 Office of the State Courts Administrator
 500 South Duval Street
 Tallahassee, FL 32399-1900
 Phone: (850) 922-1184
 Email: updikes@flcourts.org

5. The name, address, and telephone number of the Project Monitor/Circuit Liaison for this Agreement is:

Yvan Llanes
 Trial Court Administrator
 Eighteenth Judicial Circuit
 Moore Justice Center
 2825 Judge Fran Jamieson Way
 Viera, FL 32940-8006
 Phone: (321) 633-2172
 Email: yvan.llanes@flcourts18.org

6. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party.

G. All Terms and Conditions Included

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Agreement which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒):

Applicable attachments: ☒ indicates the attachment applies to this Agreement.		
	Attachment #	Attachment Title
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment B	State Fiscal Year Budget Document
☒	Attachment C	Certification Regarding Lobbying
☒	Attachment D	Compliance Monitoring and Auditing

[Remainder of page left blank intentionally.]

Agreement Number _____

By signing this Agreement, the parties agree that they have read and agree to the entire Agreement, as described in Paragraph III.G. above.

IN WITNESS THEREOF, the parties hereto have caused this fourteen (14) page Agreement to be executed by their undersigned officials as duly authorized.

BREVARD COUNTY, FLORIDA

THE FLORIDA STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR

SIGNED
BY:

NAME: Rita Pritchett
TITLE: Chair

DATE:

OCT 11 2023

Vendor # FXX-XXXXXXX XXX

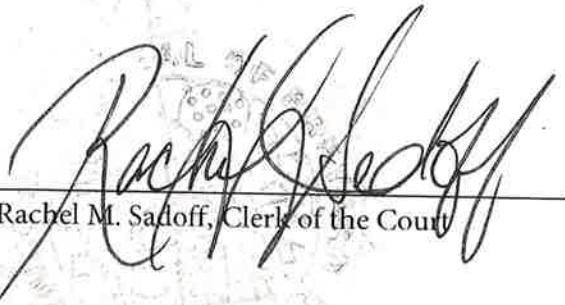
As approved by the Board 10/10/2023.

Reviewed for legal form
and content for Brevard
County



Deputy County Attorney

ATTEST:



Rachel M. Sadoff, Clerk of the Court

SIGNED
BY:

NAME: Eric Maclure
TITLE: Interim State Courts Administrator

DATE:

Attachment A Scope of Work

PART 1 – GENERAL INFORMATION

SECTION A – BACKGROUND AND PURPOSE

The Florida Legislature, through Chapter 2023-239, Section 7, Line 3293B, Laws of Florida, appropriated fixed capital outlay funds as grant-in-aid to the Recipient, to be used to renovate and expand the Brevard County Courthouse. This Agreement provides the method for disbursement of the appropriated funds, how the funds may be spent, sets forth requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement and expenditure reconciliation, invoice terms and other conditions necessary for payment. The total appropriation amount, amounts set-aside from the appropriation for specific purposes, any use restrictions and allocation requirements are identified in the Fiscal Year Budget, Attachment B to this Agreement.

SECTION B – OBJECTIVE

The Recipient, in consultation with the Eighteenth Judicial Circuit Court of Florida, will use the funds provided under this Agreement to make the necessary changes to the Brevard County Courthouse building to renovate and expand, where possible, the courthouse including any courtroom(s), jury room(s), associated judicial chambers, office space(s), including, but not limited to office space and areas occupied by court staff, Clerk of Court staff and State Attorney's Office staff, storage space(s), law library, sally port, and areas of public and/or private circulation. Allowable expenditures include, but are not limited to, architectural and engineering services, permitting fees, millwork, general construction, carpentry, painting, electrical, furnishings, fixtures, equipment, expenses related to moving or relocating staff, furniture, and equipment within the facility or to another temporary or permanent location, and other expenses normally incurred on such a project.

The goals to be achieved to meet this objective are:

1. Engage an architectural and engineering firm to study and make recommendations on the renovation and expansion of the courthouse.
2. Engage the appropriate professional services firm (architect, engineer, commercial general contractor) to perform the work necessary to renovate and expand the courthouse, based on the study's recommendations and as approved by the County and the Court, including any necessary subcontractors.
3. Engage the appropriate vendors to procure any necessary furnishings, fixtures and other equipment appropriate and necessary for the renovation and expansion.

PART 2 – WORK REQUIREMENTS

SECTION A - PROJECT RESOURCES

The following professional services must be used on this project to ensure the objectives of the Agreement are achieved and that the state funds provided under this Agreement are protected from loss:

1. **Project Manager:** A representative of the Recipient with the responsibility and authority to manage the project within the parameters set forth by the governing body of the Recipient's organization, including review, inspection and acceptance of the work being performed; creation and/or the submission of all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Manager will also serve as the liaison between the Recipient, any vendors/contractors, the Eighteenth Judicial Circuit, its Project Monitor, and the OSCA.
2. **Project Monitor (Circuit Representative):** A representative of the Eighteenth Judicial Circuit with the responsibility and authority to work with the Project Manager to ensure the needs and interests of the Eighteenth Judicial Circuit are met throughout the renovation. The Project Monitor may assist in the review, inspection and acceptance of the work being performed; must review, prior to submission, all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Monitor will also serve as a liaison between the Recipient and the OSCA.

SECTION B – PROJECT PHASES

To ensure the security of the state funds provided for this project, the following tasks must be successfully completed to earn the milestone payment associated with each task or phase under this Agreement. Upon completion of each task or phase, the funds advanced to the Recipient will be deemed earned and the Recipient will be eligible for disbursement of the next advance, in accordance with the Attachment B, the Project Budget.

1. **Evaluation and Estimation** – Review of the current conditions by a qualified and licensed professional appropriate for the work to be completed to determine the extent of the issues and the necessary renovations needed. Estimate needed furniture and equipment. The Project Manager, Project Monitor and the OSCA will be provided an estimate or other similar documentation outlining the work to be completed.
2. **Engagement** – Engaging a licensed and insured general contractor, or other appropriate professional(s), licensed under the provisions of the applicable Florida Statutes (for example, chapters: 471, 481, or 489), to perform the renovation. The contract with the vendor(s) must include description of the work to be performed (incorporating the design and blueprints, if any, by reference), project plan, milestones, due dates, minimum quality and performance standards, progress payment amounts, liquidated damages, financial consequences for failure to perform or meet minimum standards, warranty and latent damages provisions.
3. **Execution of the Work** – The engaged professional(s), and any necessary subcontractors, performs the demolition, construction and repair work necessary in accordance with the approved estimate and scope of contract. Submit the necessary orders to purchase the furnishings and equipment and to perform the necessary construction and renovation work. Copies of all purchase orders or other procurement documentation will be maintained and provided in regular reporting.
4. **Inspection and Acceptance** – All necessary inspections will be conducted, pursuant to any applicable Florida Statute or other rule, as well as inspection by the Project Manager. A "punch-list" of items that fail to meet the acceptance of the Inspector or Recipient and a reasonable schedule for the vendor to correct the deficiencies. Upon receipt of the furnishings and equipment, inspect to ensure the items arrived as expected and are in good working order. Upon completion of any construction or renovation work, inspect the items to ensure the work was completed appropriately and the item and space is in good working order. Recipient should keep copies of all bills of lading, packing slips or other similar documentation received or generated and provide copies upon request

SECTION C – DELIVERABLES AND FINANCIAL CONSEQUENCES

The Recipient will ensure that only the following deliverables are submitted to the OSCA:

1. **Project Plan** – A document outlining the phases, activities, tasks, deliverables, deliverables acceptance plan, resources, roles and responsibilities, performance measures, monitoring activities, risk assessment and mitigation plan, procurement plan, contract management plan, stakeholder communication plan, financial management plan (including the project budget) and a high-level project schedule that sets the critical path for the project. The project plan is due to the OSCA within 45 days of the execution of the separate contract between the Recipient and successful bidder for the design/build contract for this project and will be updated and resubmitted with all requests for a reimbursement. *Note: This deliverable must be approved by the Chief Judge and the Chair of the County Commission before it can be approved by the OSCA Grant Manager. The initial project plan can outline what changes, if any, to the project plan that may be approved by the Project Manager and Project Monitor without requiring formal approval of the Chief Judge and the Chair of the County Commission. Ensure that the necessary time to complete these reviews and approvals is factored into the Project Schedule. Modifications to the Project Plan do not require formal contract amendment.
2. **Project Schedule** – A comprehensive document that outlines the critical path of the project from start to completion. The schedule will include begin and end dates for all phases, subordinate activities, and tasks for the project. The schedule must be updated when a change occurs. The project schedule is due to the OSCA within 45 days of the execution of the separate contract between the Recipient and successful bidder for the design/build contract for this project and resubmitted with all requests for reimbursement.
3. **Monthly Project Report** – The monthly report or memo will be submitted to the OSCA no later than the 20th calendar day of each month and will contain the following:
 - 3.1. An executive narrative of the current status of the project.

- 3.2. A detailed report of the activities and tasks completed during the prior month.
- 3.3. A detailed comparison of any changes made to the Project Plan during the prior month.
- 3.4. A detailed explanation of any schedule efficiencies achieved, schedule slips, schedule changes and impact to the project critical path, if any.
- 3.5. Update of the project budget, including cost status, expenditure status, obligated funds and fund balances. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50.00 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Manager.
4. **Contract Package** – A package containing the signed contract(s) with the General Contractor, Electrician, Architect, Engineer, or other Professional Services provider contracted to perform work associated with this Agreement. This deliverable is due within thirty (30) calendar days of the last party signing such agreement. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50.00 for each day it is late from the invoice unless additional time is granted by the OSCA Grant Manager.
5. **Inspection Package** – Copies of all final inspection reports issued by the local building authority showing the approval of the work. The delivery of this package will be within thirty (30) calendar days of the issuance of each passed inspection. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50.00 for each day it is late from the invoice unless additional time is granted by the OSCA Grant Manager.
6. **Acceptance Package** – Copies of final report issued by the Project Manager recommending acceptance of the work by the Commissioners, if necessary, and the close-out letter issued to the General Contractor or other professional services provider.

It is acknowledged that the funding provided in this Agreement is only part of the funds necessary to complete the project. It is anticipated that these funds may be fully expended before the project is completed. If all funds are expended prior to the end of the term of this Agreement, the Recipient's monthly reporting requirements, and associated financial consequences, will cease once it has submitted all deliverables and reports to the OSCA Grant Manager following the final invoice. Should additional funds be appropriated, this Agreement will be amended to include those funds and further amend scope, deliverables, and other provisions.

SECTION D – PROGRAM ADMINISTRATION AND OVERSIGHT

1. Grant Fund Management

- 1.1. All funds provided under this Agreement will be accounted for at all times.
- 1.2. Advanced funds must be deposited in an interest-bearing account in a depository qualified under chapter 136, Florida Statutes, separate from the organizations regular operating accounts.
- 1.3. Interest earned on advanced amounts will be treated as "program income" to be used only for program activities authorized by this Agreement.
- 1.4. No handling or service charges shall be deducted from the advance amounts in the depository. Handling and service charges must be paid by the Recipient pursuant to section 219.05, Florida Statutes.
- 1.5. Any advanced amounts not necessary for expenses incurred prior to June 30, 2028, still in the possession of the Recipient must be returned to the OSCA by September 30, 2028 for return to the Legislature's General Revenue Fund pursuant to section 1(I) of the Agreement, unless otherwise specified by the OSCA.
- 1.6. Maintain a separate cash book detailing all receipts and disbursements of funds advanced to the Recipient under this Agreement pursuant to section 219.04, Florida Statutes.
- 1.7. Reconcile all accounts according to Generally Acceptable Government Accounting Standards (GAAS) on a daily basis and retain documentation of each reconciliation as required by section 219.04, Florida Statutes.
- 1.8. Ensure that all fund disbursements are made in accordance with applicable state grant laws and rules and retain documentation supporting all disbursements.

- 1.9. Expenses reimbursed from any other source are not eligible for reimbursement under this Agreement.
- 1.10. Administrative and indirect costs are not reimbursable under this Agreement.
- 1.11. Funds must be used in accordance with Nassau County purchasing policies and rules.

2. Recipient Reimbursement and Invoicing

- 2.1. Funds are made available by the Florida Legislature to the OSCA in quarterly increments. If an advance is requested, 25% may be requested by the Recipient, and will be disbursed to the Recipient should the OSCA receive the necessary approval of the Department of Financial Services. Otherwise, funds will be paid to the Recipient on a reimbursement basis, upon submission of an invoice and supporting documentation.
- 2.2. Grant funds may only be used to provide the services identified in Attachment A to this Agreement.
- 2.3. Expenses reimbursed from any other source are not eligible for reimbursement under this Agreement.
- 2.4. Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted for the expenditures incurred during the prior month. Such invoices should be submitted within 45 calendar days following the end of the month for which such invoices are being submitted. Invoices must include:
 - 2.4.1. The reports identified in Part 2, Section C of this Attachment.
 - 2.4.2. Details showing the progress payment identified in Attachment B, and proof of payment.
 - 2.4.3. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source."

PART 3 – SUPPORTING INFORMATION

SECTION A – DUAL/MULTIPLE FUNDING SOURCE BILLING

No expense submitted for reimbursement under this Agreement may also be submitted to any other funding source for reimbursement. The OSCA reserves the right to verify that this practice is not being used by the Recipient. Dual or multiple billings will result in the expense being disallowed and the Recipient will be required to return any disallowed expenses. Failure to repay the disallowed amounts will result in the OSCA filing a claim with the Department of Financial Services for an offset of any future amounts disbursed to the Recipient, regardless of the source.

SECTION B – POOLED FUNDING

If the Recipient receives funding for any services identified in this Agreement from multiple sources and intends to pool all funds to pay for the delivery of services, in addition to the requirements identified in Part 2, Section D, the Recipient must also submit an expense allocation plan that proportionally allocates the total cost of the service across all funding providers, based on the percentage of the funds provided by each funding source. In lieu of pooling such funds from multiple sources, the Recipient may elect to utilize such funds from this Agreement first, before utilizing other available funds.

SECTION C – STATE FUNDS

The funds for this Agreement are from an award of state funds provided by the Florida Legislature. A Catalog of State Financial Assistance number for this Agreement will be assigned and provided to the Recipient, Project Manager and Project Monitor.

ATTACHMENT B - AGREEMENT BUDGET (Appropriation 3293B, GAA 2023/2024)*

Budget Summary

State Fiscal Year	Funds Available	Funds Expended	Funds Balance
2023/2024	\$5,500,000.00	\$0.00	\$5,500,000.00
Total	\$5,500,000.00	\$0.00	\$5,500,000.00

Funds were appropriated in the fixed capital outlay category.

Disbursements

The Recipient may submit invoices for the following deliverables in a total amount not to exceed the total appropriation.

Deliverable	Cost
Completion of the Architectural and Engineering Study	*Please enter a lump-sum fixed-fee amount base on the estimated cost
Completion of the Architectural and Engineering Drawings	*Please enter a lump-sum fixed-fee amount base on the estimated cost
Completion of the Project Plan	*Please enter a lump-sum fixed-fee amount base on the estimated cost
Completion of Site Preparation	*Please enter a lump-sum fixed-fee amount base on the estimated cost
Contractor's Schedule of Values Progress Payment Schedule Disbursements	*Please enter a total amount allocated to the contractor's work. This amount will be disbursed according to the progress indicated on the Contractor's Schedule of Values.
Architect's and Engineer's Completion Payment	*Please enter a lump-sum fixed-fee amount base on the estimated cost
Total	\$5,500,000.00

*The Budget will be updated monthly and will become part of this Agreement without the need for a formal amendment. The format may be modified upon mutual agreement of the Project Manager and the OSCA Grant Manager.

Attachment C

Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence the Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with the awarding of any state or federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with this state contract, grant, loan, or cooperative agreement, the undersigned shall disclose such relationship to the OSCA Grant Manager.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

By: _____

Date: _____

Attachment D

Compliance Monitoring and Auditing

The administration of resources awarded by the Florida Legislature, administered by the Office of the State Courts Administrator, to the Recipient will be subject to audits and monitoring by the OSCA, as described in this section. Although the OSCA is not a state awarding agency under the Florida Single Audit Act ("Act"), the state funds awarded under this Agreement will be treated as state financial assistance subject to the provisions of the Act as outlined herein.

MONITORING

In addition to reviews of audits conducted, monitoring procedures may include, but not be limited to, on-site visits by the OSCA staff, limited scope compliance, financial or performance audits, or other monitoring methods. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OSCA. In the event the OSCA determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the OSCA staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OSCA, the Supreme Court Inspector General, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: STATE FUNDED AGREEMENTS

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of \$750,000.00 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and chapters 10.550 or 10.650, Rules of the Auditor General. Attachment A, Part 3, Section D and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through the OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from the OSCA, state agencies, and other non-state entities. State funds do not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in section 215.97(2), Florida Statutes, and chapters 10.550 or 10.650, Rules of the Auditor General.
3. If the Recipient expends less than \$750,000.00 in state funds in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If the Recipient expends less than \$750,000.00 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

PART II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. The OSCA at the following address:
 Office of the State Courts Administrator
 General Services Unit
 Supreme Court Building
 500 S. Duval Street
 Tallahassee, Florida 32399-1900
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

PART III – RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of ten (10) years from the date the audit report is issued, and shall allow the OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee access to such records upon request. The Recipient shall ensure that audit working papers are made available to the OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee upon request for a period of ten (10) years from the date the audit report is issued, unless extended in writing by the OSCA.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Grantor: State of Florida Courts System		2. Amount: \$5.5M
3. Fund/Account #: 1700	4. Department Name: Public Works	
5. Contract Description: Grant Agreement for Moore Justice Center Improvements		
6. Contract Monitor: Jeanette Scott	8. Contract Type: GRANT	
7. Dept/Office Director: Marc Bernath		
9. Type of Procurement: Exempt from Competition		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Scott, Jeanette

Digitally signed by Scott, Jeanette
Date: 2023.10.02 13:24:38 -04'00'

Purchasing

☐
☐

Risk Management

☒
☐

Watson, Michael

Digitally signed by Watson, Michael
Date: 2023.09.26 08:57:26 -04'00'

County Attorney

☒
☐

Esseesse, Alexander

Digitally signed by Esseesse, Alexander
Date: 2023.09.28 12:07:02 -04'00'

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, 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"/>

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Grantor: State of Florida Courts System		2. Amount: \$5.5M
3. Fund/Account #: 1700	4. Department Name: Public Works	
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9. Type of Procurement: Exempt from Competition		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<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

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2023.09.25 14:55:30 -04'00'</small> </div>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

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, 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"/>