



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.2.

11/19/2019

### Subject:

Approval of Master Services Agreement with Emerson Process Management Power & Water Solutions for Supervisory Control and Data Acquisition (SCADA) software assistance.

### Fiscal Impact:

The estimated annual fiscal impact of the Master Services agreement is \$200,000. Funding will be available as part of specific project budgets for both the Countywide and Barefoot Bay systems.

### Dept/Office:

Utility Services

### Requested Action:

It is requested that the Board approve and authorize the Chair to execute a Master Services Agreement with Emerson Process Management Power & Water Solutions for Supervisory Control and Data Acquisition software assistance and authorize the County Manager the ability to execute the two optional one-year extensions.

### Summary Explanation and Background:

The attached Master Services Agreement is with Emerson Process Management Power & Water Solutions (Emerson). SCADA is the communication monitoring system of the Department's collection and distribution system. Through this system, the Department can observe the overall performance of lift stations, force mains and treatment plants. This implementation system is a best management practice and portions of it are a requirement of the Florida Department of Environmental Protection (FDEP).

Emerson has served as the Brevard County Utility Services Department provider and integrator for our SCADA system. The SCADA software uses OPEN ENTERPRISE and is a proprietary software in which Emerson is the only licensed vendor who can perform integration and programming. This agreement allows Emerson to assist with as needed support on the SCADA system when workload exceeds that in which our staff can perform.

This agreement has been reviewed and approved by Purchasing, Risk Management and the County Attorney's office.

Contact: Edward Fontanin, PE, Director 321-633-2091 [edward.fontanin@brevardfl.gov](mailto:edward.fontanin@brevardfl.gov)

### Clerk to the Board Instructions:

Execute three documents, retain one for Clerk's records and return two originals to Utility Services, Attention: Rose Lyons

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**



# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Emereson Process Management Power & Water Solutions, Inc.	
<b>2. Fund/Account #:</b> 4150/365190	<b>3. Department Name:</b> Utility Services
<b>4. Contract Description:</b> SCADA Support Services	
<b>5. Contract Monitor:</b> Jennifer Thomas	<b>7. Contract Type:</b>  SERVICES
<b>6. Dept/Office Director:</b> Edward Fontanin, PE	

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	06/17/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	06/20/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	06/20/2019

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

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Contact: Edward Fontanin, PE, Director 321-633-2091 edv

**Clerk to the Board Instructions:**

Execute three documents, retain one for Clerk's records and Utility Services, Attention: Rose Lyons

Originals for signature.  
11-19-19 Agenda Report # 946  
F.A. Rose Lyons  
633-2091  
x 58372



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

November 20, 2019

MEMORANDUM

TO: Edward Fontanin, Utilities Director

RE: Item F.2., Master Services Agreement with Emerson Process Management Power and Water Solutions for Supervisory Control and Data Acquisition (SCADA) Software Assistance

The Board of County Commissioners, in regular session on November 19, 2019, approved and authorized the Chair to execute the Master Services Agreement with Emerson Process Management Power and Water Solutions for Supervisory Control and Data Acquisition software assistance; and authorized the County Manager the ability to execute the two optional one-year extensions. Enclosed are two fully-executed Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration  
County Manager  
Finance  
Budget

**General Conditions**  
**MASTER SERVICES CONTRACT**  
**Emerson Process Management Power & Water Solutions, Inc.**

**1. GENERAL.** This is a Master Services Contract and shall act as a base agreement under which the Parties can enter into multiple specific transactions by the County issuing a Purchase Order in response to Emerson Process Management Power & Water Solutions, Inc. (hereinafter "Contractor") submitting an Offer Letter which shall include the SCADA Support Services Form, attached hereto and incorporated by reference as Exhibit A. The terms set forth in this Contract cannot be changed without the expressed written agreement of Brevard County (hereinafter "County") and Contractor. If a purchase order is not acceptable to the Contractor, the Contractor shall return the purchase order to the County's Purchasing Services. A failure to deliver or to comply with any of the terms and conditions of this Contract or a purchase order, where Contractor fails to cure or commence to cure such failure within a commercially reasonable time after receipt of written notice of same, shall be a material breach of this Contract and may disqualify the Contractor from receiving future purchase orders.

**2. TERM.** This Contract shall be effective from the date of the last signature for a period of six years or as extended by mutual agreement. It is hereby mutually agreed and understood that the Contractor may request renewal of this Contract for an additional two- one year terms. Each Contract renewal will be subject to renegotiation. The County will notify the Contractor, in writing, ninety days prior to the expiration of the Contract as to its intent to negotiate a contract renewal.

**3. PURCHASE ORDER NUMBER.** The purchase order and the Contractor's name must be clearly shown on all invoices, packing slips, delivery receipts and correspondence. Failure to clearly indicate the purchase order number may result in the return of invoiced material.

**4. PRICING.** All prices, costs, and conditions shall remain firm and valid for term of the Purchase Order and corresponding Offer Letter and Exhibit A. Any increase in the price of the goods or services, or to a change in the schedule resulting from any such revision shall be approved by both parties in writing.

**5. ACCEPTANCE.** The terms and conditions of this Contract, along with any identified and attached purchase orders with exhibits (collectively "the order") signed by both parties, constitute the entire agreement between the County and the Contractor.

**6. DELIVERY. TITLE/RISK OF LOSS.** Title shall pass to the County upon delivery to and County's acceptance of the conforming goods to the designated location. Risk of loss of the goods and/or services passes upon delivery at the designated location. Nothing in this provision shall be construed to waive Contractor's obligations under the warranty provision herein. Containers and reels shall become the property of the County. Delivery shall be made during normal County working hours. Charges are not allowed for boxing or crating unless previously agreed upon in writing. COD shipments will not be accepted. Unless otherwise indicated on a purchase order, all freight charges shall be fully prepaid and included in the invoice. The original shipping bill shall be included with the invoice. Prices are to be FOB Destination unless specified in this order to the contrary. Delivery time and completion time are of critical importance on all orders. Delivery time and completion time will be by mutual agreement of the parties.

**7. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the County and its employees from and against all third party claims, damages, losses, and expenses including attorneys fees to the extent caused by Contractor's negligent acts, errors or omissions in the performance of its work under this Contract or purchase order. In any and all such claims against the County, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers compensation acts, or other related policies of insurance.

**8. INSURANCE.**

Prior to commencement of work, Contractor shall maintain for the time of Contractor's performance under an applicable purchase order, at its own expense, insurance in a form, and in amounts identified herein. Such insurance shall include:

(a) Commercial General Liability Coverage: \$2,000,000 per occurrence and in the aggregate;

(b) Automotive Liability: \$1,000,000 (each accident);

(c) Workers' Compensation: State of Florida statutory amounts;

(d) Employer's Liability

\$1,000,000 each accident

\$1,000,000 Disease – each disease/per each employee

\$1,000,000 Policy Limit

The Contractor further agrees to provide the County with Certificates of Insurance with Brevard County Board of County Commissioners as additional insured on the Commercial General Liability and Automotive Liability policies, via blanket endorsement, to the extent caused by Contractor's negligent acts.

**9. TERMINATION.** The County may terminate this Contract or an applicable purchase order for its convenience upon ten days advance written notice to Contractor. If either party fails or refuses to perform any of the material provisions of this Contract or an associated purchase order, or otherwise fails to timely satisfy the purchase order, either party may notify the other party in writing of the nonperformance and, where such party has failed to cure or commence to cure such failure or refusal within seven days written notice thereof, terminate the purchase order or such part of the purchase order as to which there has been an unexcused delay or a material failure to properly perform. Such termination is effective upon the party's receipt of the written Notice of Termination. Any work completed or services provided as of the date of termination, and paid for by the County, shall at the option of the County become the property of the County, subject to the "Software and Firmware" provision herein. The County is only responsible for outstanding invoices, payment for goods delivered, work completed or in process, or services or in process provided prior to the effective date of termination, including reasonable termination expenses as mutually agreed.

**10. WARRANTY.** Contractor warrants that the goods manufactured by Contractor will be free from defects in materials or workmanship under normal use and care and services will be performed by trained personnel using proper equipment and instrumentation for the particular service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for twelve months from the date of initial installation or eighteen months from the date of shipment by Contractor, whichever period expires first. Consumables and services are warranted for a period of 90 days from the date of shipment or completion of the services. Products purchased by Contractor from a third party for resale to the County ("Resale Products") shall carry only the warranty extended by the original manufacturer. The County agrees that Contractor has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If the County discovers any warranty defects and notifies Contractor thereof in writing during the applicable warranty period, Contractor shall, at its option, correct any errors that are found by Contractor in services or repair or replace F.O.B. point of manufacture that portion of the goods found by Contractor to be defective, or refund the purchase price of the defective portion of the goods/services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable

power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Contractor are not covered by this limited warranty, and shall be at the County's expense. Contractor shall not be obligated to pay any costs or charges incurred by the County or any other party except as may be agreed upon in writing in advance by Contractor. All costs of dismantling, reinstallation and freight and the time and expenses of Contractor's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by the County unless accepted in writing by Contractor. Goods repaired and parts replaced by Contractor during the warranty period shall be in warranty for the remainder of the original warranty period or ninety days, whichever is longer. This limited warranty is the only warranty made by Contractor and can be amended only in a writing signed by Contractor. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

**11. TAXES.** The County is exempt from the payment of all federal excise taxes and sales taxes for the State of Florida. State of Florida Sales Tax Exemption Number is 15-21-049743-53C. Federal Tax Exemption Number is 59-6000523. All first-time Contractors must submit W-9 to the County's Finance Department prior to release of their check.

**12. INVOICING.** Invoicing shall fully comply with applicable purchase order and contain Contractor name and mailing address, purchase order number, invoice date, itemized invoice, number of items, type of items, unit price, extended price and total. To ensure prompt payment of invoices, send all invoices related to this purchase order to the deliver to address on the front of a purchase order.

**13. MATERIAL SAFETY DATA SHEET.** The Contractor agrees to furnish the County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDS sheets shall be provided to the extent any shipments contain such toxic materials. MSDS sheets shall be submitted in duplicate to the Brevard County Risk Management at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and to the ordering/requesting department.

**14. RIGHT TO AUDIT.** The County and its auditors shall be entitled to audit the books and records of Contractor to the extent such books and records are related to the performance on a time and materials basis under the associated purchase order and shall contact Contractor, in writing, to request that Contractor provide information necessary, within a commercially reasonable time, to verify the amounts invoiced by

Contractor for time and material purchases in the performance of a specified purchase order. If requested, Contractor shall electronically transmit such information, redacted as necessary to protect confidential information, within a commercially reasonable amount of time. The County shall bear its own costs of such audit. Books and records necessary to provide such information shall be maintained by the Contractor for a period of three years from the date of final payment under the applicable purchase order, unless a shorter period is authorized in writing.

**15. COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.** It shall be the Contractor's responsibility to be aware of and comply with all applicable federal, state, and local laws.

**16. ATTORNEYS FEES.** In the event of any legal action to enforce the terms of this Contract or purchase order each party shall bear its own attorney's fees and costs.

**17. GOVERNING LAW.** This Contract shall be governed by the laws of the State of Florida and any trial shall be non-jury.

**18. PAYMENT TERMS.** Subject to the provisions of the Florida Prompt Payment Act, payment of Contractor's invoices are due Net 30 of the date of Contractor's invoice.

**19. LIMITATION OF REMEDY AND LIABILITY.** THE REMEDIES OF THE COUNTY SET FORTH IN THIS ORDER ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL CONTRACTOR'S LIABILITY TO THE COUNTY EXCEED THE TOTAL PURCHASE VALUE. THE COUNTY AGREES THAT IN NO EVENT SHALL CONTRACTOR'S LIABILITY EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF THE COUNTY'S CUSTOMERS. THIS SECTION SHALL PREVAIL OVER ALL OTHER PROVISIONS IN THIS ORDER.

**20. EXCUSE OF PERFORMANCE.** Contractor shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Contractor's reasonable control. In the event of such

delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

**21. SOFTWARE AND FIRMWARE.** Notwithstanding any other provisions herein to the contrary, Contractor or applicable third party owner shall retain all exclusive rights, interest and title in its respective firmware and software. The County's use of firmware and software shall be governed exclusively by Contractor's and/or third party owner's applicable license terms. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Contractor except for, and only to the extent, as compelled by court order in accordance with Section PUBLIC RECORDS AND AUDIT REQUIREMENTS contained herein.

**22. E-VERIFY.** In accordance with BCC Policy 25 all Contractors that conduct business with the 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.

- a. The County shall not enter into, or renew, a contract for goods or services with a Contractor that is not enrolled into 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 term of the contract.
- b. Contractors shall provide acceptable evidence of their enrollment at the time of the submission of the Contractor's proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business from the Department of Homeland Security.
- c. A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC 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.
- d. 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.
- e. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional

discrimination of any class protected by law.

- f. For the purposes of this section 22, in lieu of enrolling and participating in the E-Verify program, Contractor may use a vendor who is enrolled in the E-Verify program to perform the verification responsibilities identified herein.
- g. Contractor has provided evidence of enrollment in the E-Verify program acceptable to the County for the purposes of this section and is determined to have met any obligations identified in subsection (b) of this section 22.
- h. Notwithstanding the foregoing, except where required by law or Court order, nothing in this contract shall require Contractor to disclose or provide confidential or personal information of employees.

### **23. SCRUTINIZED COMPANIES.**

Contractor 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 Contract is for more than \$1,000,000 the Contractor 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. For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor 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 Contract after it has given the

Contractor 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 Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor 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 Contract after it has given the Contractor 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 Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of

work under this Contract. 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.

#### **24. PUBLIC RECORDS AND AUDIT REQUIREMENTS.**

In the performance of this Contract, the Contractor shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida.

All records or documents created by Contractor or provided to Contractor by the County specifically for the activities or services provided by Contractor under the terms of this Contract, are public records and Contractor agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

If requested under the Public Records Law, the Contractor shall provide the public with access to public records, which are not exempted or deemed confidential by law or the Florida Constitution, on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

Both parties shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as required by law.

If County becomes legally compelled to disclose any of Contractor's information marked as "confidential", "proprietary" or "trade secret" or words of similar meaning or is required to do so under Section 119.07, Florida Statutes, County shall provide Contractor with prompt notice so that Contractor may seek a protective order or other appropriate remedy, and County shall disclose only that portion of such Contractor information which it is advised by its counsel that it is legally required to disclose and shall exercise reasonable efforts to obtain reliable assurance that the confidentiality of such information will be maintained. Contractor must provide written acknowledgement of its intent to intervene and seek protective measures for any such Contractor information within ten business days after notice from County, including the general statutory basis of the exception claimed to the disclosure under Chapter 119.07, Florida Statutes.

The Contractor shall meet all applicable requirements for retaining public records and may transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to materially comply with the provisions of this public record requirement shall result in the County taking enforcement action against the Contractor including the direct, documented cost to the County for gaining the Contractor's compliance which will include, the gross hourly rate of the County's employee(s) contacts to the Contractor to obtain compliance with this section, litigation filing fees and attorney's fees.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 633-2046 OR 2725 JUDGE FRAN JAMIESON WAY, BLDG. B, SUITE 203, VIERA, FL 32940**

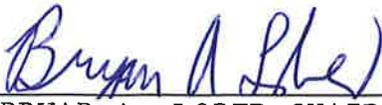
[The remainder of this page left intentionally blank.]

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year written herein below.

Clerk:

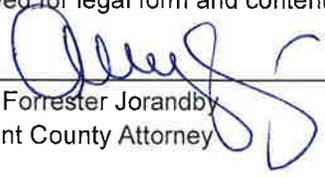
  
\_\_\_\_\_  
Scott Ellis, Clerk

**Board of County Commissioners  
of Brevard County, Florida**

  
\_\_\_\_\_  
BRYAN A. LOBER CHAIR

As approved by the Board on Nov. 19, 2019

Reviewed for legal form and content:

  
\_\_\_\_\_  
Abigail Forrester Jorandby  
Assistant County Attorney

Witnesses:

**Emerson Process Management Power & Water  
Solutions, Inc.**

By:   
\_\_\_\_\_  
Robert Yeager, President

Date: 10/29/19

## EXHIBIT A

Description		Labor Rate for Brevard County (\$ per hour)
Year		
1	Field Service Engineer Straight Time*	\$159.00
	Field Service Engineer Overtime** (Weekdays & Saturday)	\$238.50
	Field Service Engineer Overtime (Sundays & Holidays)	\$318.00
2	Field Service Engineer Straight Time	\$174.00
	Field Service Engineer Overtime (Weekdays & Saturday)	\$261.00
	Field Service Engineer Overtime (Sundays & Holidays)	\$348.00
3	Field Service Engineer Straight Time	\$189.55
	Field Service Engineer Overtime (Weekdays & Saturday)	\$284.33
	Field Service Engineer Overtime (Sundays & Holidays)	\$379.10
4	Field Service Engineer Straight Time	\$194.25
	Field Service Engineer Overtime (Weekdays & Saturday)	\$291.38
	Field Service Engineer Overtime (Sundays & Holidays)	\$388.50
5	Field Service Engineer Straight Time	\$199.10
	Field Service Engineer Overtime (Weekdays & Saturday)	\$298.65
	Field Service Engineer Overtime (Sundays & Holidays)	\$398.20
6	Field Service Engineer Straight Time	\$204.07
	Field Service Engineer Overtime (Weekdays & Saturday)	\$306.11
	Field Service Engineer Overtime (Sundays & Holidays)	\$408.14
Travel and Living Expenses		Cost plus 10%

\***Straight Time Rates** will apply to all time worked or traveled during a normal eight hour work day. The normal eight hour work day as herein used is defined as the hours between 8:00 a.m. and 5:00 p.m. with one hour for lunch, Monday through Friday, except legal holidays.

\*\***Overtime Rates** will apply to all hours worked or traveled in excess of eight (8) hours on weekdays and all time worked or traveled on Saturdays, Sundays and legal holidays.