

**AGREEMENT BETWEEN  
BREVARD COUNTY AND  
CROSSWINDS YOUTH SERVICES, INC.  
BREVARD JUVENILE ASSESSMENT CENTER**

**THIS AGREEMENT** by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Crosswinds Youth Services, Inc.**, a Florida not for profit corporation having its primary business location at: **1407 Dixon Blvd., Cocoa, Florida 32922** (hereinafter the Agency).

**WITNESSETH:**

**WHEREAS**, the County is desirous of obtaining the services of a **BREVARD JUVENILE ASSESSMENT CENTER**, and

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

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

**1. SCOPE OF SERVICE/WORK:**

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

**2. TERM:**

The term of the Agreement shall begin **October 1, 2023**, and continue through **September 30, 2024**. It is hereby mutually agreed and understood that the Agency may request renewal of this Contract for additional one-year terms, up to a maximum of four one-year renewals, by submitting a written request received at least ninety days prior to the date of termination of the current Contract. All requests for renewal will be subject to the availability of funds. The Housing and Human Services Department Director (herein referred to as the "Director") shall be authorized to execute any renewals. The Agency agrees they shall not be entitled to any renewal and agrees they shall not be entitled to any monies or damages should the Housing and Human Services Director or the County decide not to renew this Contract.

**3. COMPENSATION – AMOUNT AND METHOD:**

For the work the Agency provides under this Agreement, the County shall pay the Agency an amount not to exceed **\$208,815.00** as identified in **Attachment B Unit Cost Budget** copy of which is attached hereto and incorporated by this reference. The Agency shall be entitled to payment on a reimbursement basis as provided in

**Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the quarter for which the Agency is requesting reimbursement. The County reserves the right to deduct from any Agency invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute Section 218.70, et seq.

The Agency shall use the County's designated **Attachment D Quarterly Request for Reimbursement Form**, a copy of which is attached hereto and incorporated by this reference, to request payment. The Agency shall request reimbursement on a **quarterly** basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed, and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Agency or representative, which signature shall constitute the Agency's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Agency that payment of any portion thereof should be withheld.

**The Agency's final Request for Reimbursement is due on October 21, 2024.**

#### **4. PROCUREMENT PROCEDURES:**

The Agency agrees to utilize the procurement procedures already established by the Agency when purchasing eligible budgeted materials or services for said Agency. If no formal procedures exist for the Agency, the following County procedures should be utilized (if applicable):

- a. If the purchase amount is less than \$1,000; no formal purchase procedures are required.
- b. If the purchase amount is \$1,000 or more, the Agency shall solicit formal written bids from a minimum of three vendors.
- c. The Agency shall maintain sufficient records to detail the significant history of procurement. These records shall include but are not limited to rationale for the method of procurement, selection of vendor and basis for the solicited prices.
- d. The Agency shall encourage the solicitation of quotations for purchases from minority and women-owned business enterprises.

## **5. INDEMNIFICATION:**

The Agency shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Agency, or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Agency, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Agency, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

Notwithstanding any other provisions of this Agreement, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Agreement. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County. Further, the COUNTY's liability hereunder shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes.

## **6. MODIFICATIONS TO AGREEMENT:**

This Agreement, together with any attachments, task assignments, and schedules constitute the entire Agreement between the County and the Agency and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented, or canceled by a written instrument duly executed by the parties hereto. The Brevard County Director of Housing and Human Services shall have authority to execute amendments and modifications.

## **7. INSURANCE:**

The Agency shall keep in force and at all times maintain during the term of this Agreement, where applicable:

- a. General Liability Insurance:**  
General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than \$1,000,000 for Bodily Injury and Property Damage per occurrence.
- b. Automobile Liability Insurance:**  
Automobile Liability coverage shall be in the minimum amount of \$1,000,000 combined single limits for Bodily Injury and Property Damage per accident.

- c. **Workers' Compensation Coverage:**  
Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.
- d. **Professional Liability Insurance:**  
Policy in the amount of \$1,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of negligent errors and omissions in the professional services provided under this Agreement. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.
- e. **Insurance Certificates:**  
The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Brevard COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.  
  
AGENCY shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the AGENCY's execution of this Agreement. No work shall begin under this Agreement Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Agency under the terms of the Agreement.**

**8. ATTORNEY'S FEES:**

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

**9. GOVERNING LAW:**

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

**10. COMPLIANCE WITH STATUTES:**

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

**11. COMPLIANCE WITH ADA OF 1990:**

Agency shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Agency shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Agency.

**12. VENUE/WAIVER OF JURY TRIAL:**

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

**13. ASSIGNMENTS:**

Agency shall not assign any portion of this Agreement without the prior written permission of the County.

**14. TERMINATION:**

If Agency fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a “breach”), the County shall give the Agency written notice of the existence and nature of the breach and Agency shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Agency fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Agency and such termination shall be effective upon the Agency’s receipt of the written Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Agency is providing services for another Entity, in accordance with the Scope of Service/Work outlined in section 1, Agency and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Agency will be providing. In the event the contract/agreement between Agency and Entity is terminated, cancelled, or otherwise becomes unenforceable, this Agreement shall be immediately terminated. The County shall send the Agency a Notice of Termination effective the same date as the termination date of the contract/agreement between Agency and Entity. Agency shall receive payment for all work performed up to the date of the termination of the Agreement between Agency and the County.

**15. INDEPENDENT AGENCY:**

The Agency shall perform the services under this Agreement as an independent Agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Agency or any of its agents or employees to be the agent, employee, or representative of the County.

**16. RECORDS AND REPORTS:**

In the performance of this Agreement, the Agency shall comply with the following terms, if applicable:

**a. RIGHT TO AUDIT:**

The Agency shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Agency for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Agency in the United States or any other country. All records or documents created by the County or provided to the Agency by the County in connection with activities or services provided by the Agency under the terms of this agreement, are public records and Agency agrees to comply with any request for such public records or documents made in accordance with section 119.07, Florida Statutes.

**b. AUDIT REQUIREMENTS:**

If the Agency is a local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event the Agency expends \$750,000 or more in Federal awards in its fiscal year, the Agency shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 Code of Federal Regulations Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, the Agency shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 Code of Federal Regulations Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, shall meet the requirements of this section. If the Operating Agency expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of

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

In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, the Agency shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: **Brevard County Housing and Human Services Department, Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.**

The Agency shall also provide the County with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Agency shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within thirty days of receipt in order to facilitate County monitoring requirements. All information shall be sent to address as shown above.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Agency shall reimburse the County of all such funds within thirty days after the County has notified the Agency in writing of such noncompliance.

**c. MONITORING:**

The County shall conduct periodic administrative, programmatic, and financial monitoring to assess the Agency's performance and compliance with this Agreement and applicable federal and state laws, rules and local policies and procedures. The Agency shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods

and services of the Agency that are relevant to this Agreement and interview any clients and employees of the Agency under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Agency a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Agency shall rectify all noted deficiencies specified by the County within the specified period set forth in the County's Monitoring Report. The Agency's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Agreement.

**d. REPORTS:**

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

**17. PUBLIC RECORDS:**

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Agency of the request and the Agency 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 Agency 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 Agency fails to provide the requested public records to the County within a reasonable time, the Agency 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. Agency's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination. If Agency claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law 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 Agency's possession and control, the Agency agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Agency shall hire and compensate attorney(s) to represent the Agency and County in defending such action. The Agency shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

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

**18. UNAUTHORIZED ALIEN WORKERS:**

Brevard County will not intentionally award publicly funded agreements to any Agency who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act). The County shall consider an Agency's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

**19. E-VERIFY:**

- a. In accordance with Chapter 448.095, Florida Statutes, a public employer, Agency, or subagency may not enter into an agreement unless each party to the agreement registers with and uses the E-Verify System.
- b. The County shall not enter, or renew, an agreement with a vendor/ Agency that is not enrolled in E-Verify. Any Agency that has an agreement with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the agreement term.
- c. The County shall verify the Agency's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Agencies 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.
- d. An Agency 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 Agency hires or employs a person who is not eligible for employment.
- e. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Agency shall read, sign, and comply with **Attachment G Confirmation of E-Verify Participation Form**, a copy of which is attached hereto and incorporated by this reference.

**20. SCRUTINIZED COMPANIES LIST:**

By executing this Agreement, the Agency hereby certifies that it and its subagencies are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or are engaged in a boycott of Israel. (Section 287.135, Florida Statutes). If the County determines the Agency submitted a false certification under Section 287.135(5), Florida Statutes, or if the Agency 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 Agency notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), 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), Florida Statutes are met.

**21. FORERIGN INFLUENCE DISCLOSURE:**

By executing this Agreement, the Agency hereby certifies that all prospective agencies and grant recipients seeking to contract with the County, or receive a grant from the County, where said agreement or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any agreement with, or (3) any grant or gift received from a foreign country of concern. All agencies shall read, sign, and comply with **Attachment H Foreign Influence Disclosure Form**, a copy of which is attached hereto and incorporated by this reference.

**22. FEDERAL TAX ID NUMBER:**

The Agency shall provide to the County their Federal Tax ID Number or, if the Agency is a sole proprietor, a Social Security Number.

**23. CONFLICT OF INTEREST:**

- a. The Agency shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.
- b. The Agency shall not accept gratuities, favors or anything of monetary value from agencies, potential agencies, or parties to sub-agreements.
- c. The Agency shall not award a contract or subcontract under this Agreement to any company who the Agency has a financial or any other interest in, including but not limited to employing an employee of the Contactor or any member of an employee's, agents, or officer's immediate family.
- d. No Agency, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

#### **24. PUBLIC ENTITY CRIMES:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an Agreement to provide any goods or services to a public entity, may not submit a bid on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Agency, supplier, subagency, or consultant under an Agreement with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty six quarters from the date of being placed on the convicted vendor list.

#### **25. INFORMATION RELEASE/GRANTOR RECOGNITION:**

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

#### **26. DEBARMENT AND SUSPENSION:**

Brevard County will not intentionally award agreements to any agency or its agencies and/or subagencies that:

- a. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency.
- b. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e. The **Agency** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension the **Agency** shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or agencies

and/or subagencies, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

**27. CONSTRUCTION OF AGREEMENT:**

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

**28. SEVERABILITY:**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**29. ATTACHMENTS:**

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

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

**30. NOTICE:**

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Agency by certified mail or hand delivery as follows:

**Michael Scully, Interim CEO, Crosswinds Youth Services, Inc., 1407 Dixon Blvd., Cocoa, Florida 32926**

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

Reviewed for Legal Form and Content:

By: \_\_\_\_\_  
Rebecca Behl-Hill, Esq.  
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_  
Frank Abbate, County Manager  
Brevard County Board of County  
Commissioners

Date: \_\_\_\_\_

As approved by the Board on: 7/9/2024

WITNESS:

AGENCY:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Name and Title, Typed or Printed

Date: \_\_\_\_\_

Michael Scully, Interim CEO  
Name and Title

Crosswinds Youth Services, Inc.  
Name of Company

1407 Dixon Blvd.  
Mailing Address

Cocoa, Florida 32926  
City, State, Zip Code

(321) 452-0800  
Area Code/Telephone Number

# ATTACHMENT A

## SCOPE OF SERVICE

### **Crosswinds Youth Services, Inc. Brevard County Juvenile Assessment Center Program**

The Brevard County Juvenile Assessment Center (JAC) will offer or provide screenings and/or services to a minimum of 175 delinquent and/or troubled youth under the age of 18. Services will be provided 24 hours, 7 days a week and may include, as necessary, screening, assessment, and referral. Services will be provided at 1407 Dixon Blvd., Cocoa for youth who are arrested, but not detainable, or picked up by law enforcement, or issued a Civil Citation, as well as any youth in need of immediate crisis intervention and/or emergency shelter. This is a non-secure facility.

***The JAC's goal is to ensure that all Brevard County youth in need of services, including those who are arrested but non-detainable and those at risk of delinquency, receive an assessment and/or referral for services, as necessary.***

The only youth who will not be accepted are youth in need of immediate medical, mental health, substance abuse treatment or detainable after arrest. After a youth is cleared medically or psychiatrically, they can be served at the JAC.

***The JAC will also provide services for any youth in need of emergency shelter and/or crisis intervention*** including those who have run away, are truant, ungovernable, or homeless (status offenders) or are in the midst of a serious family conflict or domestic violence situation. Youth may be brought in by law enforcement, parents, or other referral source or be self-referred.

#### **Key Components/Strategies**

Key components/strategies of the proposed JAC model include:

**Central point of entry for coordinated service delivery:** The JAC will provide a central point of entry, for both delinquent and at-risk youth and their families. A central point of entry helps reduce service duplication, increases efficiency and improves community access.

**Immediate assessment:** An assessment at the JAC will provide an opportunity to assess youth during an at-risk point in their life, enhance service coordination among providers and reduce duplication of assessment services by integrating tools usually used across multiple systems (e.g., mental health, substance abuse treatment, juvenile justice). An effective assessment will follow the youth throughout service delivery and lead to more appropriate recommendations, as relevant, in the youth's predisposition report (PDR) prepared by the DJJ probation officer and more informed decisions by the State Attorney's office and juvenile court judge.

**Central point of delivery and contact for law enforcement:** The JAC will provide 24-hour, 7 day a week availability of JAC staff. The process of dropping off a juvenile will be completed in less than 15 minutes, thereby reducing the time law enforcement spends supervising juveniles.

**Centralized data collection system:** Data collected at the JAC will provide centralized information on the various populations of youth served, the type of offenses and a history of services provided.

**Community Impact** - Throughout the key components described above, JAC services will provide the following benefits:

- A minimum of 175 youth will receive a JAC assessment.
- Increase appropriate services delivery for youth.
- Provide timely services for families.
- Reduce Law Enforcement downtime.
- Effectively identify youth at highest risk of delinquency.
- Reduce the number of youth offenders.
- Promote efficient use of funds.

**ATTACHMENT A1 – PROGRAM LOGIC MODEL FORM**

<b>AGENCY NAME:</b>	<b>Crosswinds Youth Services, Inc.</b>
<b>PROGRAM NAME:</b>	<b>Brevard County Juvenile Assessment Center (JAC)</b>
<b>FOCUSED CARE AREA:</b>	<b>Brevard County</b>

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

<b>PROGRAM RESOURCES</b>	<b>ACTIVITIES</b>	<b>OUTPUTS/UNITS OF SERVICE</b>	<b>OUTCOMES</b>	<b>GOALS</b>
<b>SERVICE PROVIDERS:</b> CROSSWINDS  <b>PROGRAM SETTINGS:</b> Crosswinds, Cocoa  <b>COMMUNITY FACTORS:</b> Law Enforcement Court System Area Schools	24- hour drop off  Screening  Assessment  Service Linkage  Follow-up Services	Programming 365 days a year, 24 hours a day  A minimum of 750 referrals will be processed during the year  A minimum of 175 youth will receive a JAC assessment  A minimum of 140 youth will be linked to services	Ensure accessibility to law enforcement officers to youth services through availability of a 24/7/365 location.  Reduce law enforcement downtime through a reliable quick drop off.  Ensure some at risk youth in Brevard County have the opportunity to have an assessment.	Safer communities and reduce crime by:  Allowing law enforcement to spend more time in their communities on law enforcement duties and minimize the time spent supervising juveniles.  Intervening quickly and effectively with delinquent and at-risk youth in the community.



PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p>Families/Youth</p> <p>COLLABORATIONS:</p> <p>Dept of Juvenile Justice</p> <p>Substance, Mental &amp; Physical Health Providers</p> <p>Faith-Based Organizations</p> <p>Delinquency Prevention and other Community Based Organizations</p> <p>Office of the State Attorney and the Public Defender</p> <p>Juvenile Court</p> <p>Brevard Public Schools</p>		<p>A minimum of 112 youth who received NTR/CC services will not offend while receiving services.</p> <p>A minimum of 90 youth who received NTR/CC services will not offend for a period of 6 months after service.</p> <p>A minimum of 126 youth/families will report that they are satisfied with services.</p>	<p>Provide timely services for families.</p>	

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p>SERVICE TECHNOLOGIES:</p> <p>Notice to Report form</p> <p>Civil Citation</p> <p>Assessment</p> <p>Service Linkage</p> <p>Screening Form</p> <p>FUNDING SOURCES:</p> <p>Brevard County Board of County Commissioners</p> <p>Crosswinds Youth Services</p> <p>PARTICIPANTS:</p> <p>Delinquent and at-risk youth and their families in Brevard County.</p>				

**ATTACHMENT B  
UNIT COST BUDGET**

**AGENCY NAME:** Crosswinds Youth Services, Inc.

**PROGRAM NAME:** Juvenile Assessment Center (JAC)

<b>DESCRIPTION OF SERVICE</b>	<b>NUMBER OF UNITS</b>	<b>COST PER UNIT</b>	<b>UNIT COST PROGRAM TOTAL</b>
1 Youth receiving Juvenile Assessment Services	175	\$1,193.23	\$208,815.00
<b>TOTAL:</b>			<b>\$208,815.00</b>

**ATTACHMENT C**  
**CONDITIONS AND METHOD OF COMPENSATION**  
**Crosswinds Youth Services, Inc**  
**Brevard County Juvenile Assessment Center (JAC)**

The Contractor, **Crosswinds Youth Services, Inc.** shall be paid a total sum not to exceed **\$208,815.00** in General Revenue funds for the services specified under this agreement. Compensation shall be allowed on a **Unit Cost reimbursement basis**.

In every case payment will be made subject to the receipt of the **Request for Reimbursement Form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding quarter and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 21, 2024**. Any **General Fund** program funding covered by this agreement not expended for eligible activities by **September 30, 2024**, shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

**The Contractor shall notify the County in writing within fifteen days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.**

**CONDITIONS OF REIMBURSEMENT:**

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this agreement.
- b. The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c. Compliance with all other terms as stated in this Agreement

**METHOD OF REIMBURSEMENT REQUESTS:**

The Contractor shall comply with cost principles as established in **2 CFR Part 200 Subpart E for Non-Profit Organizations**. The following pertains to Requests for Reimbursement:

- a. The County shall reimburse the Contractor for all approved budgeted costs outlined in the **Units Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.

- b. The **Request for Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.
- c. Requests for Reimbursement shall be submitted **quarterly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty calendar days after the end of the quarter** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

DRAFT

**ATTACHMENT D  
REQUEST FOR REIMBURSEMENT FORM**

**THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY**

CONTRACT/PROJECT MONITOR: Maria L. Del Riesgo  
FINANCIAL APPROVAL: \_\_\_\_\_  
BUSINESS AREA: 1406 COST CENTER: 290701 GL ACCOUNT: 5340000  
VENDOR NUMBER: 7147 PURCHASE ORDER NUMBER: \_\_\_\_\_  
DOCUMENT NUMBER: \_\_\_\_\_  
AMOUNT: \$ \_\_\_\_\_  
APPROVED FOR PAYMENT BY: \_\_\_\_\_ DATE: \_\_\_\_\_

FUNDING SOURCE: General Fund  
NAME OF ORGANIZATION: Crosswinds Youth Services, Inc.  
NAME OF PROGRAMS: Brevard County Juvenile Assessment Center  
CONTACT PERSON: Michael Scully, Interim Chief Executive Officer  
PROGRAM ADDRESS: 1407 Dixon Blvd. Cocoa, Fl. 32922  
MAILING ADDRESS: 1407 Dixon Blvd. Cocoa, Fl. 32922  
E-MAIL ADDRESS: mikescully@crosswindseyouthservices.org  
TELEPHONE NUMBER: 321-452-0800  
REQUEST DATE: \_\_\_\_\_  
REQUEST NUMBER: \_\_\_\_\_  
FINAL PAYMENT REQUEST: YES \_\_\_\_\_ NO \_\_\_\_\_  
TOTAL AMOUNT TO BE PAID: \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2023 through September 30, 2024.**

Description of Service:	Units of Service:	Cost Per Unit:	Amount Requested:
1 Youth receiving Juvenile Assessment Services		\$1,193.23	

Total Amount Expended: \$ \_\_\_\_\_

**Summary:**

- ◆ Total Budgeted: \$ 208,815.00
- ◆ Total Previous: \$ \_\_\_\_\_
- ◆ Total this Request: \$ \_\_\_\_\_
- ◆ Remaining Funds: \$ \_\_\_\_\_

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



**ATTACHMENT E1  
BREVARD COUNTY  
HOUSING AND HUMAN SERVICES DEPARTMENT  
PERFORMANCE AND MEASURABLE OUTCOMES REPORT**  
(This report must be completed in its entirety and submitted with each Request for Reimbursement)

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

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

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

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

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

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

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

	<b>Unduplicated Clients Served (Quarterly)</b>	<b>Unduplicated Clients Served (Year to Date)</b>
Number of unduplicated clients served whose income has been determined extremely low (30%)		

	<b>Unduplicated Clients Served (Quarterly)</b>	<b>Unduplicated Clients Served (Year to Date)</b>
Number of unduplicated clients served whose income has been determined very low (50%)		
Number of unduplicated clients served whose income has been determined low (80%)		
Number of unduplicated clients served whose income has exceeded the income limits		

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

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**ATTACHMENT E2  
PERFORMANCE AND MEASURABLE OUTCOMES REPORT**

**AGENCY NAME:** Crosswinds Youth Services, Inc.

**PROGRAM NAME:** Brevard Juvenile Assessment Center

FY 2023-2024 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS
750 or 100% of youth/families reported by JAC by law enforcement and community referrals will be offered services to include screening, assessments, and services linkage.													
750 or 100% of youth referred to the JAC will be offered services within 72 hours of referral.													
90% or (157 of 175) youth will report they were able to get services in a reasonable amount of time.													

**FY 2023-2024 General Fund Agreement  
Crosswinds Youth Services, Inc. Brevard County Juvenile Assessment Center**

FY 2023-2024 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS
80% (140 of 175) of families receiving a JAC assessment will be linked to the appropriate services.													
90% (126 of 140) of youth linked to services will receive a 30-day follow-up.													
90% (126 of 140) of youth and families will report the referrals made were appropriate and helpful.													
80% (112 of 140) youth who received NTR/CC services will not offend while receiving services.													

FY 2023-2024 MEASURABLE OUTCOMES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD CLIENTS
80% (90 of 112) of youth who received NTR/CC services will not re-offend for a period of 6 months after services.													

SIGNATURE/DATE: \_\_\_\_\_

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

**ATTACHMENT F - EVALUATION PLAN**

**Agency Name:** Crosswinds Youth Services, Inc.

**Program Name:** Brevard County Juvenile Assessment Center

**Focused Care Area:** Brevard County

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

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SAMPLE SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<p>1. Ensure high risk youth in Brevard County have the opportunity for a timely assessment.</p>	<p>1.1 100% (750 of 750) of youth and families, who have been reported to the JAC by law enforcement and community referrals will be offered services to include screening, assessment and service linkage.</p> <p>1.2 100% (750 of 750) of youth referred to the JAC will be offered services within 72 hours of referral.</p> <p>1.3 90% (157 of</p>	<p>1.1 Program Database</p> <p>1.2 Program Database</p> <p>1.3 Service Satisfaction Survey</p>	<p>1.1 All youth referred to the JAC.</p> <p>1.2 All youth referred to the JAC.</p> <p>1.3 Youth and families receiving an assessment.</p>	<p>1.1 Compiled and reported monthly.</p> <p>1.2 Compiled and reported monthly.</p> <p>1.3 Compiled and reported monthly.</p>

	175) of youth and families will report they were able to get services in a reasonable amount of time.			
2. Youth and families will be linked quickly to needed and appropriate services.	<p>2.1 80% (140 of 175) of families receiving a JAC assessment will be linked to appropriate services within 14 days of assessment.</p> <p>2.2 90% (126 of 140) of youth linked to services will receive a 30-day follow-up.</p> <p>2.3 90% (126 of 140) of youth and families will report the referrals made were appropriate and helpful.</p>	<p>2.1 Program Database</p> <p>2.2 30-day follow-up contact.</p> <p>2.3 Service Satisfaction Survey</p>	<p>2.1 All youth receiving a JAC assessment.</p> <p>2.2 All youth referred for services.</p> <p>2.3 Youth and families linked to services.</p>	<p>2.1 Compiled and reported monthly.</p> <p>2.2 Compiled and reported monthly.</p> <p>2.3 Compiled and reported monthly.</p>
3. Reduce juvenile	3.1 A minimum of	3.1 Juvenile Justice	3.1 Youth referred for	3.1 Compiled and reported



<p>delinquency.</p>	<p>80% (112 of 140) of youth who received NTR/CC services will not offend while receiving services.  3.2 A minimum of 80% (90 of 112) of youth who received NTR/CC services will not re-offend for a period of 6 months after service.</p>	<p>Information System (JJIS)   3.2 Juvenile Justice Information System (JJIS)</p>	<p>services.   3.2 Youth referred for services.</p>	<p>monthly.   3.2 Compiled and reported monthly.</p>
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**ATTACHMENT G  
BREVARD COUNTY BOARD OF COMMISSIONERS  
CONFIRMATION OF E-VERIFY PARTICIPATION FORM**

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

1. In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System.
2. The County shall not enter into, or renew, a contract with a vendor/ contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
3. The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
4. 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.
5. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

BUSINESS/ORGANIZATION NAME: Crosswinds Youth Services, Inc.

BID/RFP NUMBER AND NAME: General Fund Agreement

AUTHORIZED REPRESENTATIVE'S SIGNATURE:

\_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**ATTACHMENT H  
DISCLOSURE FORM**

**FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE**

**Summary of Form:** In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity’s net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

YES / NO      I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES / NO      I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO      I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**II. SECTION II.** Please answer yes or no to the statement below:

YES / NO      Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan

Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**III. SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

**IV. SECTION IV.** If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: \_\_\_\_\_

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern: \_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder: \_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by (name of person making statement).

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_