

BREVARD COUNTY, FLORIDA

PROFESSIONAL SERVICES CONTRACT

Brevard County, Planning and Development Department

Request for Proposal RFP-7-258-14

Fire/Rescue Facilities and Emergency Medical Services Facilities Impact

Fee Update Study

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PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made by and between the following Parties: **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and **(INSERT NAME OF THE CONSULTANT)**, a business having its principal address at **(INSERT THE ADDRESS OF THE CONSULTANT)**, hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, the COUNTY issued Request for Proposal RFP-7-25-14 on **(INSERT DATE OF ADVERTISEMENT)** to competitively select a firm with experience and qualifications to complete a Fire/Rescue Facilities and Emergency Medical Services Impact Fee Update Study the COUNTY's Fire Rescue and Emergency Medical Services Facilities' Impact Fees; and

WHEREAS, the CONSULTANT submitted a competitive proposal and was found to have the most experience and qualifications of the proposers that submitted proposals to the COUNTY's Request for Proposal RFP-7-25-14 by the Selection Committee; and

WHEREAS, the COUNTY desires to obtain the professional services of said CONSULTANT, who has demonstrated through the firm's proposal that said CONSULTANT has the experience and qualifications to complete a Fire/Rescue Facilities and Emergency Medical Services Impact Fee Update Study; and

WHEREAS, the CONSULTANT hereby certifies that the CONSULTANT has been granted and possesses valid, current licenses to do business in the State of Florida and in Brevard County, Florida, issued by the respective State Boards and Government agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Contract and

Request for Proposal RFP-7-25-14; and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of Section 287.057, Florida Statutes, "Procurement of commodities or contractual services, and in accordance with the applicable Brevard County, Board of County Commissioners' Policies.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. RECITALS.

The above recitals are incorporated into this Contract by this reference.

2. ADMINISTRATION.

2.1 The Planning and Development Department administers this Contract, a Brevard County Board of County Commissioners department, hereinafter referred to as the Department.

2.2 Unless stated otherwise by the COUNTY, in the case of any conflict between the Contract Documents, the order of precedence shall be as follows (as applicable): (1) Addenda (with those of later date having precedence over those of earlier date); (2) this Contract (hereinafter the "Contract"); (3) the County's Request for Proposal RFP-7-25-14; (4) the CONSULTANT's response; and (5) any other associated documents.

2.3 The CONSULTANT acknowledges that time is of the essence for all work performed under this Contract. Written Notice to Proceed are incorporated to this Contract by this reference and shall constitute a contract addendum to this Contract.

3. TERM.

The Contract term shall commence on the date both Parties fully execute the Contract, and it's the COUNTY's desire to complete the Study to Update the COUNTY's Fire Rescue and Emergency Medical Services Facilities' Impact Fees within six (6) months from the date both Parties fully execute the Contract, with the project fully completed within twelve (12) months from the date of execution. The term of this contract shall be twelve (12) months, subject to extension by the COUNTY at will.

4. NON-EXCLUSIVE CONTRACT.

The Parties acknowledge that this Contract is not an exclusive agreement, and the COUNTY may employ other similar CONSULTANTS to furnish services for the COUNTY, as the COUNTY, at its sole discretion, finds it in the public interest. The COUNTY reserves the right to assign such work to the CONSULTANT as it may approve in the sole discretion of the COUNTY.

5. DEFINITIONS.

The following definition of terms associated with this Contract is provided to establish a common understanding between both Parties to this Contract as to the intended usage, application, and interpretation of such terms pertaining to this Contract.

5.1. Change Order. A document issued by the COUNTY to the CONSULTANT that describes modifications and/or revisions to the scope of services, the schedule for deliverables that involve changes in cost, and/or changes in compensation. A no-cost time extension is not defined as a Change Order. All Change Orders are subject to the terms and conditions of this Contract.

5.2. Consultant. The term CONSULTANT refers to the individual or firm offering professional services that, by execution of this Contract, is legally obligated, responsible, and liable for providing and performing any and all of the services, work,

materials, including services and/or work of sub-consultants and sub-consultants, required under the covenants, terms, and provisions contained in this Contracts.

5.3. Consumer Price Index (CPI). Where this term is used, it refers to the index in Administrative Order "Implementation of Change in CPI Calculation", AO-40, (issued by the County Manager of Brevard County, copy available upon request), as it may be amended occasionally. This rate is currently the annual consumer price index for All Urban Consumers in the U.S. City Average, All items 1967-100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics.

5.4. County. The term COUNTY refers to the Board of County Commissioners of Brevard County, a charter County and political subdivision of the State of Florida, and any official or employee duly authorized to act on the COUNTY's behalf relative to this Contract.

5.3. Date of Execution. This Contract's date of execution, and the effective date of the Contract, is the date upon which it is fully executed/signed by both Parties.

5.4. Professional Services. The term Professional Services refers to all of the services, work, materials, and related professional, technical, and administrative activities to be provided and performed by the CONSULTANT and its employees, including all sub-consultant and sub-consultants engaged by the CONSULTANT, to complete the services required pursuant to the covenants, terms, and provisions of this Contract.

5.5. Project. A Fire/Rescue Facilities and Emergency Medical Services Facilities Impact Fee Update Study.

5.5. Project Manager. The COUNTY'S designated project manager shall be Naomi Adkins-Hicks, Support Services Manager for the Department. The COUNTY

shall be entitled to designate a new project manager at its convenience and shall notify the CONSULTANT within 24 hours of doing so.

5.6 Purchase Order. The COUNTY's document used to authorize a purchase transaction with a CONSULTANT, generally used for one-time purchases or blank purchase orders, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation, and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except when a purchase order is used only as an internal encumbrance document in the County's financial system, also known as (SAP). A purchase order issued in SAP for this contract or any internal encumbrance documents issued in SAP shall be governed by the terms of this contract.

5.7. Tasks. The CONSULTANT shall perform all services and/or work necessary to complete the task(s) and/or provide the items enumerated to correspond to the task(s) set for in the task(s) described in Attachment A.

6. SCOPE OF PROFESSIONAL SERVICES.

The CONSULTANT hereby agrees to provide and perform the professional services required and necessary to complete the services and work identified in the County's Request for Proposal RFP-7-25-14 and the CONSULTANT's submission, both of which are incorporated herein by this reference and set forth in Attachment A.

7. STANDARD OF CARE REQUIRED FOR PROFESSIONAL SERVICES.

7.1. CONSULTANT agrees to perform professional services associated with the requested work in accordance with this Contract in a manner consistent with the professional skill and degree of care and diligence ordinarily provided by other similar professionals in the same or similar locality under the same or similar circumstances and as further set forth herein.

7.2. CONSULTANT further agrees that the standard of care required of CONSULTANT to provide the professional services under this Contract includes the following and that the CONSULTANT shall:

7.2.1. Ensure the adequacy of work provided under this Contract with appropriate due diligence and a reasonable standard of care in a manner that adequately captures scope, complexity, and design constraints. This includes, but is not limited to, project organization, data collection and background analysis, technical analysis and documentation, technical reports and ordinance assistance, meetings and presentations, and optional tasks that the COUNTY may approve.

7.2.2. Correct any errors and omissions and prepare any necessary plan revisions not involving a change in the Scope of Professional Services that may be required because the County determined work to be unsatisfactory, substandard, defective, and/or not otherwise in compliance with the standard of care as outlined in this Contract at no additional cost. Any person or entity may bring concerns about the work to the attention of the COUNTY for its review and determination. This remedy shall be cumulative to all other remedies available under law.

7.2.3. Be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONSULTANT under this Contract. CONSULTANT shall correct or revise any errors, omissions, or other deficiencies in its data collection, analysis, reports, and other services without additional compensation.

7.2.4. Be responsible for recruiting, hiring, training, supervising, disciplining, and discharging personnel necessary to maintain an adequate staff

of experienced and qualified personnel licensed in the State of Florida to perform all professional services contemplated by this Contract.

7.2.5. Comply with federal, state, and local laws, codes, and ordinances applicable to the work. Failure or inability on the part of CONSULTANT to have complete knowledge and intent to comply with such law, rules, and regulations shall not relieve CONSULTANT from its obligation to completely perform any task assigned pursuant to this Contract.

7.2.6. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

7.2.7. Exercise an appropriate Quality Control Program to provide adequate oversight and supervision over all of CONSULTANT's sub-CONSULTANTS.

7.2.8. Report the work status to the COUNTY upon request and hold pertinent data, analysis, notes, records, and work documents open to inspection by the COUNTY or its authorized agent at any time.

7.2.9. Meet project Parties mutually agree that with respect to those tasks delineated in Attachment B, time is of the essence. In the event CONSULTANT experiences any delay in completing the Task Order resulting from circumstances beyond its control, the CONSULTANT shall provide immediate notice in writing to the COUNTY for consideration if additional compensation and/or time is requested by the CONSULTANT. CONSULTANT waives any right to make a claim based upon a delay if such written notice was not provided.

If the CONSULTANT cannot complete the work prior to an established completion date of a Task Order, the CONSULTANT must submit a request for time extension at least sixty (60) calendar days prior to said established completion date. A request

for a time extension shall include a detailed justification for the delay and an updated project completion schedule. Upon receipt of the request for a time extension, the COUNTY shall review the justification and may request additional information as needed to consider the time extension request.

The Planning and Development Director may process no-cost time extensions and a signature from the CONSULTANT'S authorized representative is not required, deliverable dates established by this Contract.

8. QUALITY CONTROL.

8.1. The CONSULTANT agrees to a high-quality control and accuracy level in keeping with its standard of care. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or data analysis is later found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with the CONSULTANT's hourly rate for staff performing the work and providing verifiable documentation.

8.2. The CONSULTANT acknowledges that the COUNTY will periodically evaluate the CONSULTANT'S performance and will use the evaluation to determine the CONSULTANT'S qualifications for future contracts with the COUNTY.

9. FORCE MAJEURE

9.1. The CONSULTANT shall not be liable for its failure to perform hereunder if its performance is rendered impossible or delayed by any unforeseen act, event, or condition beyond its reasonable control which, by the exercise of due diligence, it shall be unable to overcome. Such unforeseen acts, events, or conditions shall include, but not be limited to, the following: Acts of God, hurricanes, tornados, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law, not due to improper conduct; pandemics or quarantines. Notwithstanding anything in this Contract to the

contrary, the term "Force Majeure" does not include and the CONSULTANT shall not be excused from performance under this Contract for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder. The COUNTY will not grant any extensions of time for circumstances that existed or that the CONSULTANT knew of or should have known about at the time this Contract was executed, or any associated change order, addendum, etc., was entered into by the parties, or the COUNTY issued Notice to Proceed.

9.2. The failure to perform must occur directly, exclusively, and contemporaneously with the Force Majeure event. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the CONSULTANT and not due to its own fault and neglect, CONSULTANT shall, within 10 hours of the time the delay becomes apparent, notify the COUNTY of such delay in writing stating the cause or causes thereof, failing which the CONSULTANT shall waive any right the CONSULTANT may have to request a reasonable extension of time to complete the work required by the Task Order. Such reasonable extensions of time to complete the Task Order shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation.

10. COMPENSATION AND REIMBURSABLE COSTS.

10.1. GENERAL. As consideration for providing professional services, COUNTY agrees to pay, and CONSULTANT agrees to accept, a fee for services. The fee for services is the only compensation to which CONSULTANT is entitled unless the COUNTY approves pre-approved reimbursable costs. The CONSULTANT shall include in the fee for services all its' office overhead, employee benefits, normal business travel, and other support for overhead services required for performing any and all duties or obligations required by this Contract.

10.2. Fee for Services. The COUNTY may specify one or both of the fee options below in compensation to the CONSULTANT, as applicable to the situation.

10.2.1. Hourly Rate. The CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment ____) for each hour engaged directly in the work. Attachment ____ is attached and incorporated herein by this reference.

10.2.2. Lump Sum Fee. At the option of COUNTY, instead of an Hourly rate, the Parties may mutually agree upon a lump sum fee for any requested portion of work in a written Task Order. Parties mutually agree to those lump sum fees delineated in Attachment B. For such Tasks delineated in Attachment B, COUNTY shall have the authority to sever any subtask, whereby the lump sum fee shall be reduced by the amount associated with such subtask.

10.3. Reimbursable Expenses or Costs. CONSULTANT shall be compensated for certain work-related expenditures not covered by the fee for service only if (1) the reimbursable expenses are pre-approved, or (2) CONSULTANT has obtained written pre-approval from COUNTY prior to incurring the expense. If an expense is not pre-approved by COUNTY, the CONSULTANT will not be entitled to compensation for such expense. When requesting COUNTY pre-approval for an expense, CONSULTANT must provide a written justification for the expenses accompanied by copies of invoices, receipts, requisitions, and/or estimates (if the actual expense cannot be provided until the actual cost is incurred) to document the need for the expense. Upon receipt of satisfactory documentation, the COUNTY will provide the CONSULTANT with its written decision on approving or rejecting said expenses. CONSULTANT must submit the final receipts, invoices, etc., for expenses incurred in order to be reimbursed by COUNTY. COUNTY will reimburse CONSULTANT for pre-approved expenses at actual cost(s) (no markup or percentage increase will be paid by the COUNTY). Types of reimbursable expenses may include:

10.3.1. Documents and Incidentals. Expenses for document reproduction or other incidental expenses. These expenses shall be reimbursed on a direct cost basis to cover expenses.

10.3.2. Contractual Costs. Sub-consultants shall be reimbursed at the expense of such cost. Requests for copies of invoices and receipts must accompany reimbursement of Contractual Costs, purchase requisitions, etc. to document the charges.

10.3.3. Travel Costs. The Parties agree that travel costs for normal business travel necessary under the performance of this contract are included in the CONSULTANT's hourly fee. In its sole discretion, COUNTY may approve a CONSULTANT's request for reimbursement for special travel required under extenuating circumstances in carrying out this Contract. If approved, such travel shall be reimbursed at the same rate as for COUNTY employees in accordance with the most current version of County Administrative Order "Travel" AO-21 (issued by the County Manager of Brevard County, copy available upon request), as may be amended from time to time, which administrative order is incorporated to this contract by this reference, and Section 112.061, Florida Statutes. All CONSULTANT requests for special travel must be documented on a State of Florida Travel Voucher with appropriate receipts. Without prior written approval, COUNTY is not responsible for reimbursing CONSULTANT for said travel.

10.3.4. Other miscellaneous expenses previously authorized in writing by the COUNTY.

11. BILLING, PAYMENT AND PARTIAL PAYMENTS

11.1. General. COUNTY will make payment to CONSULTANT through County Finance according to Brevard County Administrative Order "Prompt Payment of Invoices" AO-33 (issued by the County Manager of Brevard County, copy available

upon request) and Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, including the provision of an IRS Form W-9. CONSULTANT payments are subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct substandard work or work not in compliance with the terms of this Contract. The County will not honor any claim for services rendered by CONSULTANT that are not specifically provided for in this Contract.

11.2. Process for Payment of Invoices.

11.2.1. CONSULTANT shall submit invoices for payment to COUNTY on a monthly basis. The CONSULTANT's request for payment shall be in the form and in the manner required by the COUNTY and shall relate to work performed since the last invoiced work. The COUNTY may require supplemental and accompanying data to support CONSULTANT's request for payment.

11.2.2. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment ____ to this Contract. The CONSULTANT shall include copies of all invoices paid by the CONSULTANT for expenses with its invoice. Each invoice shall include only authorized work and must reference the particular Task Order that authorized the services performed. For services performed pursuant to Task Order, payment shall become due only upon COUNTY acceptance and determination of completeness of a preauthorized deliverable. Such deliverables shall include, but not be limited to, those delineated in Attachment B, in relation to respective Subtasks.

12. OWNERSHIP AND REUSE OF WORK PRODUCT.

12.1. COUNTY agrees to furnish to CONSULTANT, upon request, for inspection and copying, any known documents or data available in the COUNTY'S files pertaining to the work to be performed under this Contract which may be reasonably required by CONSULTANT to be performed under this Contract. To the extent COUNTY provides such documents or data to CONSULTANT for CONSULTANT's use in a project, COUNTY agrees to obtain, or cause to be obtained, any releases or authorization necessary for the use of the documents or data. The COUNTY agrees to hold the CONSULTANT harmless for any claims arising from the COUNTY's releases or authorization for the use of the documents.

12.2. To the extent CONSULTANT provides Work Product that CONSULTANT did not create to COUNTY for its use, CONSULTANT agrees to obtain, or cause to be obtained, any releases, permits, or authorization necessary for the use of the Work Product by COUNTY to the same extent that CONSULTANT is required to provide COUNTY in sections 12.3 and 12.4. CONSULTANT agrees to be responsible for any claims arising with respect to such use of Work Product provided by CONSULTANT. CONSULTANT agrees that in any proposal to use Work Product, it did not create, the CONSULTANT has factored all costs of using such Work Product into its proposal and that COUNTY owes no additional compensation.

12.3. To the extent CONSULTANT creates Work Product under this Contract for COUNTY, then to the extent permissible under the law, the Parties agree the Work Product is specially ordered or commissioned as a "work for hire" under 17 United States Code section 101. CONSULTANT agrees that COUNTY is the exclusive owner of all Work Product created under this paragraph, without restrictions or limitations upon its use. When each individual section of work requested pursuant to this sub-section is complete, all of the work products shall be delivered to the COUNTY for its use. There

shall be no additional compensation for the rights and property granted under this paragraph.

12.4. To the extent CONSULTANT creates a Work Product for COUNTY that falls outside the definition of a “work for hire” under 17 United States Code section 101, by this paragraph, CONSULTANT grants to COUNTY a royalty-free, world-wide, nonexclusive, irrevocable, unlimited license right in the Work Product created by CONSULTANT for COUNTY pursuant to the Contract, without restrictions or limitations upon its use. Such license includes an express right for the COUNTY to further sub-license the Work Product and to create derivative works without restriction.

12.5. To the extent CONSULTANT creates Work Product for COUNTY that depends upon original notes, working documents, and computations, COUNTY shall be entitled to a copy of such materials upon request, and further provided said materials shall not be destroyed without the prior written approval of COUNTY.

12.6. Reuse of Work Products.

12.6.1. CONSULTANT may not reuse plans, specifications, or reports specifically developed by CONSULTANT for COUNTY without express written permission from COUNTY.

13. AUDIT RIGHTS AND PUBLIC RECORDS.

13.1. In the performance of this Contract, CONSULTANT shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by CONSULTANT in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONSULTANT’s records

related to this Contract at any time during its performance and for five years after final payment is made or otherwise required by law.

13.2. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records and shall retain all documents, books, and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article 1 of the State Constitution and Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format compatible with the COUNTY's information technology systems.

13.3. All records or documents created by the COUNTY or CONSULTANT in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. It is the CONSULTANT's duty to identify any information in records created by the CONSULTANT that it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number that requires the information to be held exempt. All records stored electronically by the CONSULTANT must be provided to the COUNTY in a format compatible with the information technology systems of the COUNTY.

13.4. CONSULTANT shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed,

except as authorized by law, for the duration of the Contract and following termination of the Contract if the CONSULTANT does not transfer the records to COUNTY.

13.5. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to COUNTY. If COUNTY does not possess the requested records, COUNTY shall immediately notify the CONSULTANT of the request, and if CONSULTANT possesses the records, CONSULTANT must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so COUNTY can comply with the requirements of Sections 119.07, Florida Statutes. The CONSULTANT may also provide a cost estimate to produce the requested documents consistent with the policy outlined in Brevard County Administrative Order "Coordination of Public Records Request" AO-47 (issued by the County Manager of Brevard County, a copy is available upon request), incorporated herein by this reference.

13.6. If CONSULTANT possesses the records but fails to provide the requested public records to COUNTY within a reasonable time, pursuant to section 119.0701 and 119.10, Florida Statutes, the CONSULTANT may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The CONSULTANT'S failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

13.7. Should the COUNTY face any legal action to enforce inspection or production of the records within the CONSULTANT's possession and control, the CONSULTANT agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. CONSULTANT shall hire and compensate attorney(s) to represent CONSULTANT and COUNTY in defending such action. CONSULTANT shall pay all costs to defend such action, as well as any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN

14. INDEPENDENT CONSULTANT.

The COUNTY contracts for the services of the CONSULTANT as an independent CONSULTANT and not as an employee. Nothing in this Contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other or to bind or obligate the other to any third party. As an independent CONSULTANT, CONSULTANT is not entitled to any of the rights, privileges, or benefits of COUNTY employees.

15. EQUAL OPPORTUNITY EMPLOYMENT.

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment work under this Contract because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. UNAUTHORIZED ALIEN WORKERS AND EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

16.1. Unauthorized Alien Workers. The COUNTY will not intentionally award publicly funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code Section 1324 (a) of the Federal Immigration and Nationality Act. The COUNTY shall consider a CONSULTANT's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

16.2. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any sub-consultants performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the Contract term. All CONSULTANTS shall meet this requirement unless they are a sole proprietor who do not hire employees and, therefore, are not required to file a Department of Homeland Security Form I-9 or the Contract is being executed with a company based outside of the United States of America and does not have a corporation or office within the United States of America and does not employ United States of America citizens.

16.3. Upon request, the CONSULTANT agrees to provide a copy of the E-Verify Memorandum of Understanding signed by the CONSULTANT and the Department of Homeland Security.

16.4. CONSULTANT agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its sub-consultants as provided above, and to make such records available to the COUNTY consistent with the terms of CONSULTANT's enrollment in the program.

This includes maintaining a copy of proof of CONSULTANT's and any sub-consultant's enrollment in the E-Verify Program.

16.5. Compliance with the terms of this section is made an express condition of this Contract, and the COUNTY may treat a failure to comply as a material breach of this Contract.

16.6. A CONSULTANT 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 CONSULTANT hires or employs a person who is not eligible for employment.

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

17. SUBCONTRACTING.

The CONSULTANT shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY, including a change of sub-consultant. When applicable, the CONSULTANT shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be included in the Request for Proposal RFP-7-25-14. CONSULTANT shall remain, at all times, liable for the proper performance and completion of all work and other services required under this Contract, including supervision and administration of all such sub-contracted personnel, firms, and companies, and including any errors or omissions by said sub-consultants. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, and other services performed by the sub-consultant.

18. ASSIGNMENT.

The COUNTY and CONSULTANT each bind its respective entity and its successors, legal representatives, and assigns to the other Party to this Contract, and to the partners, successors, legal representatives, and assigns of such other Party, and in respect to all covenants of this Contract. Neither Party shall assign or transfer their interest in this Contract without the prior written consent of the other Party. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary, or makes other substantial changes in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

19. CONFLICTS OF INTEREST.

19.1. No officers, members, or employees of COUNTY, no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

19.2. A conflict of interest is any situation in which the CONSULTANT, its employees or sub-consultants, are in a position to exploit their professional relationship with the COUNTY in any way for their personal or corporate benefit. CONSULTANT is specifically aware of, and concurs with, the public need for COUNTY to prohibit any potential conflicts of interest that may arise due to the execution of this Contract. CONSULTANT covenants that it has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform professional services that could in any way present the reasonable possibility of an actual conflict of interest with COUNTY. CONSULTANT covenants that it presently has no conflict of

interest and shall not acquire any direct or indirect interest that shall conflict in any manner or degree with the performance of services required under this Contract. CONSULTANT further covenants that in the performance of this Contract, CONSULTANT shall employ no person having any such interest. CONSULTANT shall disclose in writing to COUNTY any conflict of interest affecting CONSULTANT's services to COUNTY as soon as it becomes aware of the conflict.

20. SECURING CONTRACT.

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person other than a bona fide, regular, full-time employee working for the CONSULTANT to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

21. PUBLIC ENTITY CRIMES.

21.1. 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/proposal/qualification to provide goods or services to a public entity, may not submit a bid/proposal/qualification with a public entity for construction or repair of a public building or public work, may not submit a bid/proposal/qualification on leases of rental property to a public entity, may not be awarded or perform work as a CONSULTANT, supplier, or sub-consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017 Florida Statutes for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

21.2. CONSULTANT shall provide a fully executed Public Entity Crimes Affidavit in accordance with Section 287.133, Florida Statutes, which, when completed, is attached and incorporated into this Contract.

22. SCRUTINIZED COMPANIES LIST.

22.1. CONSULTANT shall provide a fully executed Scrutinized Companies that Boycott Israel List Affidavit in accordance with Section 287.135, Florida Statutes, which is attached and incorporated to this Contract as Attachment F.

22.2. The CONSULTANT certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONSULTANT or its sub-consultants are found to have submitted a false certification or if the CONSULTANT or its sub-consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

22.3. If this Contract is for more than one million dollars, the CONSULTANT further certifies that it and its sub-consultants 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, Florida Statutes.

22.4. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONSULTANT, its affiliates, or its sub-consultants are found to have submitted a false certification or if the CONSULTANT, its affiliates, or its sub-consultants are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

22.5. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for work performance under this Contract.

22.6. Subsection 287.135(8), Florida Statutes states that if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

23. INDEMNIFICATION AND INSURANCE.

23.1. CONSULTANT shall hold COUNTY harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to the property of any kind (including but not limited to loss of use of any property or assets resulting therefrom), fines, penalties, schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which COUNTY is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentionally wrongful conduct of CONSULTANT, or any of its agents or employees, including sub-consultants. Such negligent acts by CONSULTANT include, but are not limited to, any errors or omissions in the CONSULTANT'S services, including but not limited to design services.

23.2. The CONSULTANT agrees to fully indemnify COUNTY and pay the cost of COUNTY's legal defenses, including attorney's fees as may be selected by COUNTY, for all claims described in the hold harmless clause above. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy. It is agreed by the Parties hereto that specific consideration has been received by the CONSULTANT under this Contract for this hold harmless/indemnification provision.

23.3. Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County.

23.4. CONSULTANT shall procure and maintain, at their own expense and without cost to COUNTY, the following types of insurance described below. CONSULTANT shall be liable and responsible for errors and omissions in the performance of any and all Contract responsibilities and shall carry professional liability insurance and indemnify the COUNTY against errors and omissions as specified herein below.

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products, and Completed Operations, Personal Injury, Contractual Liability covering this Contract, "X-C-U" hazards, and Errors & Omissions.
- Auto Liability Insurance policy includes coverage for all owned, non-owned, and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$2,000,000 per claim covering the risk of errors and omissions in the professional services provided under this Contract. 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 for a period of at least four (4) years beyond the termination or completion of services or until the expiration of any applicable statute of limitations, whichever is longer.
- Workers' Compensation and Employer's Liability Insurance provide statutory benefits as required in Florida. The CONSULTANT shall require any sub-consultant to provide evidence of this coverage.

- Cyber Liability Insurance, with limits of not less than \$5,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations a CONSULTANT undertakes by this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violation, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion, and network security. This policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

23.6. CONSULTANT shall, within five (5) days of the Notice of Award being posted on the County's vendor platform or prior to the commencement of work, whichever is earlier, provide the County with Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover the COUNTY and designation of Brevard County, Florida, as an additional insured and a certificate holder (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 (30) days prior written notice being given by the insurer to the COUNTY.

23.7. The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of CONSULTANT under the terms of the Contract. Risk Management reserves the right to modify insurance requirements based on the cost and severity of the project. Sub-consultant insurance shall be the responsibility of the CONSULTANT.

23.8 The CONSULTANT shall maintain the insurance coverage in compliance with Paragraphs 23.1 through 23.7, above, throughout the term of this Contract. The CONSULTANT is also responsible for providing thirty (30) days advanced written notice to the COUNTY of any changes or cancellations in coverage and replacement insurance.

24. DISPUTE RESOLUTION.

24.1. If the COUNTY objects to all or any portion of an invoice, the COUNTY shall so notify the CONSULTANT and indicate in writing what corrective action is required of the CONSULTANT. If a dispute over an invoice occurs, the Parties will work to resolve the dispute in accordance with Administrative "Prompt Payment of Invoices" Order AO-33, as may be amended (issued by the County Manager of Brevard County, copy available upon request) and Section 218.76, Florida Statutes.

24.2. To the extent the COUNTY requests CONSULTANT to perform services that the CONSULTANT believes are not within the scope of the Contract, or with respect to which there is a disagreement between the Parties as to whether or not a particular service requires the services, then CONSULTANT shall provide written notice to COUNTY of the issue(s), and that CONSULTANT will follow COUNTY's written directive provided it is without prejudice to CONSULTANT's right to seek additional compensation from COUNTY. CONSULTANT shall only provide such service upon receipt of a written COUNTY directive/Notice to Proceed to explicitly perform such service. The COUNTY's delivery of such written directive/Notice to Proceed following CONSULTANT's notification shall be without prejudice to COUNTY's right to maintain that such services do not constitute the basis for additional compensation under the applicable Task Order.

24.3. Waiver. The waiver by either Party of the other Party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of

the other Party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

25. TERMINATION OF CONTRACT.

25.1. Termination for Convenience.

25.1.1. Termination for Convenience by the COUNTY. The COUNTY may terminate this Contract for convenience by giving the CONSULTANT fourteen (14) calendar days written notice of such termination. If written notice is given by mail, receipt shall be presumed, and the fourteen (14) days shall begin to run seven (7) calendar days after the date of mailing as dated on the notice. If written notice is provided in person, the fourteen (14) days shall begin the calendar day after the delivery of the notice. The CONSULTANT shall stop work immediately unless the COUNTY provides the CONSULTANT written direction otherwise in the notice.

25.1.2. Termination for Convenience by the CONSULTANT. The CONSULTANT may terminate this Contract for convenience by giving the COUNTY sixty (60) calendar days written notice of such termination. If written notice is given by mail, receipt shall be presumed, and the sixty (60) days shall begin to run seven (7) calendar days after the date of mailing as dated on the notice. If written notice is provided in person, the sixty (60) days shall begin the calendar day after the delivery of the notice. The CONSULTANT must provide the COUNTY with all records and documentation of all work performed as of the date of the notice within fourteen (14) calendar days of the notice. The CONSULTANT will complete the work authorized by the County for which the work is incomplete as of the date of the notice if directed by the County, in writing and provide such records and documentation of such work upon completion.

25.2. Termination for Failure to Perform. If the CONSULTANT fails to perform, the COUNTY will issue a notice of failure to perform to the CONSULTANT listing the work for which the COUNTY has determined there is a failure to perform and describe the deficiencies in the CONSULTANT's work. The Notice shall provide the CONSULTANT thirty (30) calendar days from the date the Notice is received to correct such deficiencies described in said notice. If the CONSULTANT fails to correct such deficiencies to the satisfaction of the COUNTY within the stated time period, then the COUNTY may terminate the Contract immediately by providing written notice to the CONSULTANT for failure to perform. Upon termination by the COUNTY, the COUNTY may take over the work and cause it to be performed to completion by Contract or otherwise. In such case, the COUNTY reserves all rights and remedies available, including, but not limited to, the right to recover COUNTY's additional cost incurred in securing complete performance. The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. If, after the COUNTY's termination of the Contract for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed the contractual obligations, the termination shall be deemed to be a termination for the convenience of the COUNTY.

25.3. Upon termination for any reason, the Parties agree that any work completed, or services provided by CONSULTANT prior to the date of termination shall become the property of the COUNTY. Upon the COUNTY's request, the CONSULTANT shall deliver to the COUNTY Work Product as may have been accumulated by the CONSULTANT in performing this Contract, whether completed or in process.

25.4. Payment on Termination. In the event of termination by the COUNTY, the COUNTY'S sole obligation to CONSULTANT shall be payment for those portions of satisfactorily completely performed work previously authorized by the COUNTY. The

COUNTY shall not be obligated to pay for any services performed after the CONSULTANT has received the final notice of termination unless the COUNTY otherwise directs the CONSULTANT in writing to complete specified elements of the work. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage of work completed as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, COUNTY may, without penalty or other obligation to CONSULTANT, elect to employ other persons to perform the same or similar services. In the event of deficient professional services, the COUNTY shall not pay the CONSULTANT for deficient services; however, if any of the work performed by the CONSULTANT is used by or useful to any other CONSULTANT retained by COUNTY to finish the work, the County will pay the CONSULTANT for such useful work to the extent that COUNTY does not incur additional costs, or pay twice for the same work, over the work/costs set forth in the canceled Task Order issued to the CONSULTANT and what the County pays the new CONSULTANT.

26. NOTICES AND AUTHORIZED REPRESENTATIVES.

26.1. Authorized Representatives. The Parties agree that in order to facilitate the orderly and efficient implementation of the Project, each Party shall appoint an authorized representative(s) for such Party. The COUNTY's representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY's policies and decisions pertinent to the work covered by this Contract as long as such transmissions do not result in an increase in the cost of or time to perform work. The Parties understand and agree that only the Board of County Commissioners, County Manager, Assistant County Managers, Department Director, or Support Services Manager have the authority to approve changes or modifications to this Contract. The CONSULTANT's representative shall be authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of its performance under this Contract.

26.2. The Parties' designated representatives and their respective addresses for purposes of this Contract are as follows:

COUNTY

Billy Prasad, Interim Director
Brevard County Planning and Development
2725 Judge Fran Jamieson Way, Suite A114
Viera, Florida 32940

CONSULTANT

26.3 Either Party will have the right to change its authorized representative(s) or add representatives from time to time throughout the Contract by giving written notice to the other Party per the Notice Provisions below.

26.4 Notices. All notices required or permitted under this Contract and any written consents or approvals required shall be in writing and are in effect upon receipt. All legal claims or termination notices must be transmitted either by personal hand delivery, United States Postal Service (USPS), certified mail return receipt requested, or overnight express mail delivery. Other notices, such as signed notices to proceed, may be transmitted by E-mail to the authorized representative and shall be effective on the date directed in the notice. The addresses set forth in 26.2 for the respective Parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

27. ATTORNEY'S FEES, GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL.

In the event of any legal action between the Parties arising out of this Contract, each Party shall bear its own attorney's fees and costs. This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. Venue for any legal action brought by any Party to this Contract to interpret, construe, or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and the **PARTIES AGREE TO WAIVE A JURY TRIAL AND**

ANY TRIAL SHALL BE NON-JURY. CONSULTANT consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to the process being served upon its Florida registered agent. CONSULTANT expressly waives removal of any claim or action arising under this agreement to federal court.

28. MODIFICATIONS.

Contract Modifications. The terms of this Contract may be modified upon the mutual agreement of the Parties in writing executed by both Parties with the same formality as herewith.

29. ENTIRETY OF CONTRACT.

Under the terms of this Contract, the Contract Documents of this Contract include all Notices to Proceed issued under this Contract, all Modifications to this Contract, all Change Orders.

This Contract supersedes all prior agreements and negotiations respecting such matter.

30. INTERPRETATION.

Both Parties have had the opportunity to consult with legal counsel and to participate in drafting this Contract. Consequently, this Contract shall not be construed more strictly or harshly against either party as the drafter.

31. SEVERABILITY.

If a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Contract void or unenforceable, the remaining parts of this Contract shall continue to full force and effect as though such sentence, provision, paragraph, or section had been omitted from this Contract. The Parties shall use their best efforts to

rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the Parties' original intent.

32. FURTHER ASSURANCES.

Each Party, without further consideration, shall take such action, execute, and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.

33. COUNTERPARTS AND AUTHORITY.

This Contract may be executed in counterparts, all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required actions to sign on behalf of and to bind that party to the obligations stated herein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO FOLLOW.**

IN WITNESS WHEREOF, on the date last signed below, the Parties have caused this Contract to be executed by their duly authorized representatives.

ATTEST:

BREVARD COUNTY, FLORIDA

By: _____

Date: _____

As approved by the Board on _____

Reviewed for legal form and content
for Brevard County:

Deputy County Attorney

CONSULTANT'S AUTHORIZED

By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__
_____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: _____

Attachment A

SCOPE OF PROFESSIONAL SERVICES: RFP-7-25-14 Fire/Rescue Facilities and Emergency Medical Services Facilities Impact Fee Update Study

A. GENERAL SCOPE:

Brevard County Board of County Commissioners (the County) seeks to contract with a qualified Consultant to complete an update on the rate structure for the impact fees of Emergency Medical Services Facilities and Fire Rescue Facilities.

Brevard County Fire Rescue Department provides fire rescue and Emergency Medical Services (EMS) from 33 stations owned by Brevard County. These stations include 18 dual stations (Fire and EMS Services), 5 fire-only stations, 10 EMS-only, and 4 administrative/ancillary facilities associated with fire rescue services and EMS.

Brevard County provides emergency medical services countywide. Regarding fire rescue services, the County provides services in the unincorporated County, Grant-Valkaria Town, Melbourne Village Town, Palm Shores, and West Melbourne.

B. TASK 1. PROJECT ORGANIZATION, DATA COLLECTION AND METHODOLOGY REVIEW

TASK 1: Data Collection and Methodology Review. Upon receipt of the Notice to Proceed, the Consultant will prepare and forward to the County Project Manager a data needs memo for each of the two impact fee programs. The County Project Manager will assemble as much of the requested data as possible and have it available at the project organization meeting. The Consultant will facilitate a project organization meeting with key members of County staff to receive available information related to the project, identify and discuss major technical and policy issues, coordinate staff/Consultant responsibilities, and refine the project schedule.

In coordination with the County, the Consultant will collect specific studies, data, previous and current policies and procedures, and other information necessary to complete the study. The County will provide, without charge, copies of all relevant plans, studies, and documents needed to perform the project tasks to the Consultant. Some data items that will be collected include:

- Capital asset inventories for each service area.

- Recent construction project costs, recent bids, and land purchases/appraisals for each service area.
- Non-impact fee funding sources and levels used for each service area.
- Previous impact fee studies completed for the County.
- Impact fee ordinances.
- Permitted trends for the past several years.
- Impact fee revenues for the past ten years.

The Consultant will summarize data gaps and responsibilities resulting from the project organization meeting.

Subtask 1.1: Inventory of Existing and Planned Facilities

Based on information provided by the County, the Consultant will compile a capital asset inventory of existing and planned facilities for each of the two impact fee programs for EMS and Fire Rescue Facilities.

Subtask 1.2: Jurisdictions to be Included Within Brevard County

The study's scope will include jurisdictions within the unincorporated and incorporated areas of Brevard County in which EMS and Fire Rescue Facilities are assessed and collected

C. **TASK 2. IMPACT FEE TECHNICAL ANALYSIS**

TASK 2: Impact Fee Technical Analysis. This task involves developing an impact fee rate equation for each of the two impact fee programs for EMS and Fire Rescue Facilities. The rate equation shall include a demand, cost, and credit component. The product must meet all standards dictated under Florida Law for lawfully imposed impact fees, including, but not limited to, Section 163.31801, Florida Statutes.

Subtask 2.1: Inventory of Existing and Planned Facilities

The County will provide an inventory of capital facilities, as well as planned facilities, including fire/EMS stations, support buildings, land, vehicles, and equipment. The technical report will incorporate a summary of the capital asset inventory for each program area.

Subtask 2.2: Calculation of Demand Component

The consultant will review the existing level of service for each of the two programs and calculate a demand factor for each land use in the existing rate schedule.

Subtask 2.3: Calculation of the Cost Component.

The cost component of each impact fee program area will be calculated to reflect the current cost of adding capacity in Brevard County. Cost elements reviewed will include design and engineering inspection, construction, land purchase, vehicle/equipment purchase, and other related costs. The consultant will review available cost data for each program and calculate cost factors for each of the impact fee rate equations and study.

Subtask 2.4: Calculation of Credit Component.

The Consultant will review historical and projected capital improvement funding sources and expenditures for land, construction, design and engineering inspection, and other related costs. These may include General Fund/ad valorem tax, assessments, grants, and other non-impact fee funding. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how the capital assets are funded. For each program area, the Consultant will review historical, non-impact fee revenue streams used to fund new capacity. Based on this review, the consultant will calculate the credit factor for each of the impact fee rate equations.

Subtask 2.4: Development of Impact Fee Rate Equations and Calculation of Rate Schedules. The consultant will incorporate the demand, cost, and credit factors into an updated impact fee equation for each of the two impact fee programs. The consultant will calculate an updated rate for each land use in the rate schedule using the updated rate equation.

Subtask 2.5: Comparison of Impact Fee Methodology and Variables

This task will compare the updated study's results to the County's 2015 study using data from the 2015 technical report. This comparison will outline any methodology changes and reasons for changes in recommended fee levels.

D. TASK 3. EVALUATION OF BENEFIT DISTRICT BOUNDARIES

TASK 3: Evaluation of Benefit District Boundaries. The Consultant will evaluate the current boundaries of the impact fee benefit districts and make recommendations for modifications as appropriate. The product must meet all Florida law standards for a lawfully imposed impact fee, including but not limited to Section 163.31801, Florida Statutes.

E. TASK 4. TECHNICAL REPORT AND ORDINANCE ASSISTANCE

TASK 4: Technical Report. Upon completion of TASK 2 and TASK 3, the Consultant will prepare a draft Technical Report encompassing the two impact fee program areas. Subsequent to completion of Subtasks 5.2 and 5.3, the consultant shall prepare a Final Technical Report incorporating any necessary changes to the draft report. All reports shall be published both electronically and in hard copy. The product must meet all standards dictated under Florida Law for a lawfully imposed impact fee, including but not limited to Section 163.31801, Florida Statutes.

Subtask 4.1: Findings of Extraordinary Circumstances (At the Option of the County)

Should the data support such a finding, and at the option of the County, the report shall demonstrate findings of extraordinary circumstances as set forth in Section 163.31801, Florida Statutes.

Subtask 4.2: The Consultant will provide input to identified County staff to prepare impact fee ordinance amendments to implement the study recommendations.

F. TASK 5. MEETING AND PRESENTATION

Task 5: This task includes meetings and presentations for the project, as summarized below. If additional meetings are required, the Consultant will provide them at an additional cost.

Subtask 5.1: Kickoff Meeting

The Consultant shall attend a meeting with County staff to discuss data needs and methodologies as appropriate at the commencement of the project. It is anticipated that the first part of this meeting will be with the County Project Manager and County Management staff. The second part of this meeting will include individual meetings with each involved department to review the data collection needs and availability of requested data.

Subtask 5.2 (At the Option of the County): Two Workshops and Presentation for the Board of County Commissioners and Presentation to Municipalities Subject to Impact Fee Programs.

Upon the County's discretion, the Consultant will attend up to two workshops with the Board of County Commissioners to present the conclusions and recommendations contained in the Draft Technical Report. Contingent upon request by participating jurisdictions, workshops and

presentations of the study may need to be made to the Board and City council members.

Subtask 5.3: Public Hearing for Ordinance Adoption by the Board of County Commissioners. The Consultant shall attend the public hearing to adopt the revised impact fee ordinance. The Public Hearing shall take place no later than one (1) year from the initiation of this study, as consistent with the timeframe set forth in Section 163.31801(4)(a), Florida Statutes.

DRAFT

Attachment B

COMPENSATION AND METHOD OF PAYMENT

RFP-7-25-14 Fire/Rescue Facilities and Emergency Medical Services Facilities Impact
Fee Update Study

DRAFT