
Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Kate Priest, LCSW, LLC (hereinafter called COORDINATOR). OWNER and COORDINATOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

COORDINATOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The services to be provided include:

1. Implement and manage a Behavior Health Access Program, as provided for by Department policy; This document will be provided only to the successful proposer, and not released as part of this RFP;
2. Evaluate the Department's Behavioral Health Access Program (BHAP) and make recommendations for improvement and required training to the ESD/Fire Chief.
3. Shall respond to, or coordinate a response to, the following incidents within two hours after first notification: (1) major disasters or mass casualty incidents, (2) serious injury, death, or suicide of a Department employee, (3) serious injury or death of any person related to a call for service; (4) any incident that may attract media attention, (5) cumulative trauma; and (6) upon reasonable request of the Department;
4. Establish, oversee, and manage the Department's Clinician Response Team and other mental health professionals that work with the Department's BHAP;
5. Be a member of the Department's Mental Health and Wellness Group; meetings will be held at a minimum of every 60 days.
6. Provide guidance, advice, and propose programs to the Department's Mental Health and Wellness Group;
7. Provide advice and guidance to Department's Peer Support and Critical Incident Stress Management teams and be available for briefings, debriefings, and defusing;
8. Provide advice and guidance to Department's Chaplaincy, related to mental health and substance abuse;
9. Review, advise on, and approve all Department policies relating to mental health and substance abuse;
10. Establish and create, with the assistance of Department staff mental health and substance abuse training and educational material for Department staff;
11. At all times during the Term of this Agreement, maintain their Licensed Clinical Mental Health Counselor designation.

It is acknowledged that the Coordinator is a licensed mental health professional. However, at no time shall the Coordinator provide any mental health services or substance abuse advice, treatment, or counseling to a civilian not affiliated with the department. The resulting Agreement for services will not prohibit the Coordinator from treating any Department employee for mental health or substance abuse separately, in their private practice, and outside this Scope of Work.

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Mental Health Coordinator Services
RFP Number: 2022060

ARTICLE 3 - CONTRACT TIMES

The term of this award is three years from the effective date, with two additional two-year terms available, based on mutual consent and OWNER's determination that renewal is in the best interest of the County.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay COORDINATOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

- A. For all Work, at the prices stated in COORDINATOR's Cost Proposal
- B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$ 60,000.00 Annually

Written Amount: Sixty Thousand dollars and zero cents annually.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Method of Payment

The OWNER shall make monthly \$5,000 payments to the COORDINATOR, on the basis of submitted invoices approved by the Fire Chief or his designee, in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

ARTICLE 6 - INDEMNIFICATION

6.01 COORDINATOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the

COORDINATOR and persons employed or utilized by the COORDINATOR in the performance of the Work.

ARTICLE 7 - COORDINATOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement COORDINATOR makes the following representations:

- A. COORDINATOR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal documents.
- B. COORDINATOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. COORDINATOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. COORDINATOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by COORDINATOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by COORDINATOR, and safety precautions and programs incident thereto.
- E. COORDINATOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. COORDINATOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. COORDINATOR has correlated the information known to COORDINATOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. COORDINATOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that COORDINATOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to COORDINATOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. COORDINATOR is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for

the duration of this agreement, as required by Section 448.095, F.S. COORDINATOR is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Notice to Proceed;
- (3) Certificate(s) of Liability Insurance;
- (4) Request for Proposals 2022060;
- (5) COORDINATOR'S Submitted Proposal;
- (6) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (7) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (8) Certification Regarding Lobbying;
- (9) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and COORDINATOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and COORDINATOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The COORDINATOR shall comply with Florida's Public Records Law. Specifically, the COORDINATOR shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that 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 term and following completion of the contract if the COORDINATOR does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the COORDINATOR or keep and maintain public records required by the County to perform the service. If the COORDINATOR transfers all public records to the County upon completion of the contract, the COORDINATOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COORDINATOR keeps and maintains public records upon completion of the contract, the COORDINATOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

- B. **IF THE COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

- C. Failure of the COORDINATOR to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 10 – FEDERAL CLAUSES

- 10.01 OWNER and COORDINATOR will adhere to the following, as applicable to this work, if any will become funded by a federal agency (such as FEMA):

A. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the COORDINATOR is required to verify that none of the COORDINATOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The COORDINATOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by OWNER. If it is later determined that the COORDINATOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B. Procurement of Recycled/Recovered Materials:

(1) In the performance of this contract, the COORDINATOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The COORDINATOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

C. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial

or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if

known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

D. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

E. Access to Records: The following access to records requirements apply to this contract:

(1) The COORDINATOR agrees to provide OWNER, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the COORDINATOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The COORDINATOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The COORDINATOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the OWNER and the COORDINATOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

F. DHS Seal, Logo, and Flags: The COORDINATOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

G. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The COORDINATOR will comply will all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- H. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, COORDINATOR, or any other party pertaining to any matter resulting from the contract.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts:** The COORDINATOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

Article 11: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by COORDINATOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
- (1) if in the OWNER's opinion COORDINATOR is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if COORDINATOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the OWNER's opinion COORDINATOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if COORDINATOR assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if COORDINATOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for COORDINATOR or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify COORDINATOR in writing of the grounds for termination and provide COORDINATOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the COORDINATOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying COORDINATOR in writing. Upon receiving such notification, COORDINATOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize COORDINATOR to restore any work sites.
- D. The COORDINATOR shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. **TERMINATION FOR CONVENIENCE:** OWNER may at any time and for any reason terminate COORDINATOR's services and work for OWNER's convenience. Upon receipt of notice of such termination COORDINATOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or

supplies in connection with the performance of this Contract. Upon such termination COORDINATOR shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by COORDINATOR as are permitted by the prime contract and approved by the OWNER.

COORDINATOR shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: COORDINATOR certifies that it and those related entities of COORDINATOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, COORDINATOR certifies that it and those related entities of COORDINATOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if COORDINATOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if COORDINATOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and COORDINATOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and COORDINATOR. All portions of the Contract Documents have been signed or identified by OWNER and COORDINATOR or on their behalf.

This Agreement will be effective on _____, 2022 (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

COORDINATOR:

INDIAN RIVER COUNTY _____

By: _____
Peter D. O'Bryan, Chairman

By: _____
(COORDINATOR)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk
(SEAL)

Agent for service of process: _____

Designated Representative:
Name: David Johnson
Title: Director, Emergency Services
Address: 4225 43rd Ave, Vero Beach, FL 32967
Phone: 772-226-1977
Email: djohnson@ircgov.com

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If COORDINATOR is a corporation or a partnership, attach evidence of authority to sign.)