

**RESOLUTION NO. 26-022**

**A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANGIE BREWER & ASSOCIATES, LC FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES FOR A THREE YEAR TERM WITH A START DATE RETROACTIVE TO DECEMBER 9, 2025 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; APPROVING SUPPLEMENTAL TASK AUTHORIZATION NO. 1 IN THE AMOUNT OF \$359,990.00; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT AND SUPPLEMENTAL TASK AUTHORIZATION NO. 1 AND TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

**WHEREAS**, the Town Code of Ordinances allows for "piggybacking" on agreements and contracts that have been competitively procured by other local governments; and

**WHEREAS**, the Town desires to "piggyback" on an existing agreement between Collier County and Angie Brewer & Associates, LC. ("Consultant"), whereby Consultant will provide the Town with professional consulting services ("Agreement") to assist with State Revolving Fund Loan and/or other grant or loan funding resources available to the Town; and

**WHEREAS**, approval of the agreement will allow for further approval of Supplemental Task Authorization No. 1 for continuation of contracted services for a not-to-exceed amount of \$359,990.00; and

**WHEREAS**, approval of an Agreement and the related Supplemental Task Authorization No. 1 retroactive to December 9, 2025, is in the best interest of the residents of Fort Myers Beach as it will provide for the uninterrupted delivery of service.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, THAT:**

Section 1. That the above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. That the Agreement between the Town and Consultant for the provision of consulting services as attached and incorporated herein as Exhibit "A" and Supplemental Task

Authorization No. 1 retroactive to December 9, 2025 for a not-to-exceed amount of \$359,990.00, attached as Exhibit "B" are approved.

Section 3. That the town manager is authorized to execute the Agreement and Supplemental Task Authorization No. 1 and to expend budgeted funds on behalf of the Town as needed.

Section 4. That if any section, sentence, clause, or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall become effective retroactive to December 9, 2025, upon its adoption.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member King and seconded by Mayor Allers and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	Aye
Scott Safford, Vice Mayor	Aye
John R. King, Council Member	Aye
Rebecca Link, Council Member	Aye
Seat # 4, Council Member	Vacant

ADOPTED this 2nd day of February, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

**FORT MYERS BEACH TOWN COUNCIL**

*Dan Allers*

Dan Allers (Feb 15, 2026 08:23:29 EST)

\_\_\_\_\_  
Dan Allers, Mayor

**ATTEST:**

*Amy Baker*

Amy Baker (Feb 18, 2026 11:59:01 EST)

\_\_\_\_\_  
Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE TOWN OF FORT  
MYERS BEACH ONLY:**

*[Signature]*

Nate Suprich (Feb 15, 2026 16:30:24 EST)

\_\_\_\_\_  
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: Feb 18, 2026.

# Exhibit A

**PROFESSIONAL SERVICES AGREEMENT**  
**WITH ANGIE BREWER & ASSOCIATES, LC**  
**FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES**  
**COMPETITIVELY PROCURED BY COLLIER COUNTY, FLORIDA**

**THIS AGREEMENT** is made and entered into this 2<sup>nd</sup> day of February, 2026, by and between the Town of Fort Myers Beach, Florida (“Town”), a Florida municipal corporation whose principal place of business is 6231 Estero Blvd., Fort Myers Beach, FL 33931, and Angie Brewer & Associates, LC, a Florida limited liability company authorized to do business in the State of Florida, (“Contractor”), whose principal place of business is 5620 Tara Blvd., STE 102, Bradenton, FL 34203, and whose federal tax identification number is 65-1073934 (“Contract” or “Agreement”). Town and Contractor may also be referred to collectively as the “Parties.”

**WHEREAS**, Contractor and Collier County, Florida, have entered into a competitively procured contract known as Solicitation No.:25-8379 FIXED FEE PROFESSIONAL SERVICES AGREEMENT FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES (“Collier County Contract”) for a period of three years beginning December 9, 2025 and ending December 9, 2028 with the option of renewing for two additional one-year terms; and

**WHEREAS**, the Town’s current contract with Angie Brewer & Associates, LC expired December 6, 2025 and therefore the Town is in need of loan and/or grant acquisition and compliance services for its State Revolving Fund (“SRF”) loans; and

**WHEREAS**, the Town desires to renew an agreement with Angie Brewer & Associates, LC to provide loan and/or grant acquisition and compliance services for its SRF loans; and

**WHEREAS**, the Town Code of Ordinances allows for “piggybacking” on agreements and contracts that have been competitively procured by other local governments; and

**WHEREAS**, Contractor is willing to provide the service, subject to the terms and conditions of the Contract, with the specific modifications set forth herein; and

**WHEREAS**, Section 119.0701, Florida Statute, requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

**WHEREAS**, Section 768.28, Florida Statute, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

**WHEREAS**, Section 448.095, Florida Statute, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

## Exhibit A

**WHEREAS**, Section 287.133 and 287.135, Florida Statutes, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

**WHEREAS**, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

**WHEREAS**, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

**WHEREAS**, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

**1. Incorporation of Collier County Contract.** This Contract incorporates by reference, the Collier County Contract, which is attached as Exhibit “A,” except as otherwise provided herein.

**2. Scope of Services.** During the term of this Contract, Contractor will provide all labor, supervision, equipment, materials, and expertise required to perform loan and/or grant acquisition and compliance services for the Town’s SRF loans and any grants related to water and stormwater improvements.

**3. Pricing.** The Town will pay Contractor a sum not-to-exceed \$359,990.00 in total for the first year of the contract for loan and/or grant acquisition and compliance services. This sum will be Contractor’s sole compensation for the goods and services provided by Contractor under this Agreement.

**4. Contract Term.** The term of this Agreement begins on the date set forth above and ends on December 9, 2028 in accordance with the end date of the contract with Collier County, with the option of renewing for two additional one-year terms.

**5. Designated Representative.** The Town's Finance Director, or designee, shall be the Town’s Designated Representative in matters arising under this Agreement:

# Exhibit A

Joe Onzick  
Town of Fort Myers Beach  
6231 Estero Blvd.  
Fort Myers Beach, FL 33931  
jonzick@fmbgov.com

**6. Modifications to Collier County Contract.** Notwithstanding the incorporation of the Collier County Contract into this Agreement as referenced, the Parties hereby agree that all references in the Collier County Contract to terms such as “County” or “City” will be deemed to refer to the Town. In addition, all references in the Collier County Contract to specific officers/ departments/ divisions, or to specific locations (such as for delivery of goods/services, receipt of Contractor invoicing, etc.), if not specifically addressed in this Agreement, will be deemed to refer to the equivalent Town officers/departments/divisions, and Town locations, as hereafter designated by the Town’s Designated Representative.

**7. Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) 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 contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.
- (e) Pursuant to Section 119.0701(2)(a), Florida Statute, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC**

## Exhibit A

### RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**TOWN HALL**  
**6231 ESTERO BLVD.**  
**FORT MYERS BEACH, FL 33931**  
**(239)765-0202**  
[FMBPUBLICRECORDS@FMBGOV.COM](mailto:FMBPUBLICRECORDS@FMBGOV.COM)

**8. Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

**9. Compliance/Consistency with Section 768.28, Florida Statutes.** Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Florida Statutes and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

**10. Non-Appropriation.** Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**11. E-Verify Compliance.** By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the

## Exhibit A

date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

**12. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has 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 has been engaged in business operations in Cuba or Syria.

**13. Disclosure Requirements for "Foreign Countries of Concern."** Contractor shall comply with the disclosure requirements set forth in Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest,

## Exhibit A

the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Florida Statutes: "In addition to any fine assessed under [Section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

**14. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

**15. Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

**16. Public Entities Crime or Convicted Vendor List.** Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

**17. Data Management; Notice of Breach.** Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes, in the event of a data breach.

**18. Environmental and Social Government and Corporate Activism.** The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

**19. Taxes.** The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

**20. No Coercion for Labor or Services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

## Exhibit A

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

**21. Force Majeure.** The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

**22. Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. None.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 20 above and that the facts stated in it are true.

**CONTRACTOR:**

  
\_\_\_\_\_

**Print Name:** Mark Brewer

**Title:** President

**Company:** Angie Brewer & Associates,

# Exhibit A

**ATTEST:**

**TOWN OF FORT MYERS BEACH**

  
Amy Baker (Feb 18, 2026 11:59:01 EST)  
\_\_\_\_\_  
Amy Baker, Town Clerk

  
\_\_\_\_\_  
William McKannay, Town Manager

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

  
Nancy Cupprich (Feb 15, 2026 16:30:24 EST)  
\_\_\_\_\_  
Vose Law Firm, Town Attorney

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT  
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: STA #1

CONTRACT/PROJECT NAME: 240-000-0117 Grant and Loan Services

CONSULTANT: Angie Brewer & Associates, LC

PROJECT NO.: \_\_\_\_\_

SOLICIT NO.: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

REQUESTED BY: Joe Onzick

DATE OF REQUEST: 12/09/2025

PURCHASE ORDER NUMBER: \_\_\_\_\_

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

- EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 12/09/2025
- EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 12/09/2025
- EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 12/09/2025
- EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: N/A

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: Joe Onzick 02/13/21  
Joe Onzick (Feb 13, 2026 12:09:29 EST)  
Department Director Date

By: Amy Baker 02/18/  
Amy Baker (Feb 18, 2026 11:59:01 EST)  
Contracts Manager Date

ACCEPTED: Angie Brewer & Associates, LC

By: Maureen 12/09/2025  
Consultant/Provider Date

TOWN APPROVAL:

By: WB McKannay 02/13/26  
Town Manager Date

By: Nate 02/13/26  
Nate Onzick (Feb 15, 2026 16:30:24 EST)  
Town Attorney Date

Date to Proceed: \_\_\_\_\_

Cost of STA: \$359,990.00

Completion Due Date: \_\_\_\_\_

Date: 12/09/2025

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

240-000-0117 Grant and Loan Services

**Overview**

**STA NO. 1 : 240-000-0117 Grant and Loan Services**

The following services will be provided by Angie Brewer & Associates, LC:

**1: Program Coordination**

*Program Coordination* – The Consultant shall coordinate with Town, FDEP, Consulting Engineers, Project Representatives and others as necessary to ensure that all requirements are met. This includes ongoing contact with all personnel related to the project. The Consultant will coordinate and be involved in site visits by funding agency representatives, ie. FDEP, EPA, OIG or DOL. The Consultant shall act as the Liaison between FDEP and the Town to identify and resolve issues regarding the SRF Loan Program. Also, all status and other reporting will be accomplished for successful management and completion of the project. This includes General Funding Services, SRF Loans, Federal and State Grants for specific projects for the Town's eligible activities. This currently includes Stormwater, Drinking Water and Wastewater improvement projects including Tier 1 and any other projects deemed by the Town to be in their best interests.

**2: Funding Reconciliation**

*Funding Reconciliation* – The Consultant shall review and compare the project information with the funding documents to ensure that all SRF requirements are met and consistency between all aspects of the project is achieved.

**3: Processing**

*Pay Estimate(s)* – The Consultant shall provide professional services to review and verify eligible costs per contractor pay estimate.

*Engineering Invoice(s)* – The Consultant shall provide professional services to review and verify eligible costs related to engineering.

*FDEP Reimbursement Request(s)* – The Consultant shall compile required documents and prepare Reimbursement Requests for submittal to FDEP. The Reimbursement Request shall include all properly authorized expenditures for which documentation is available on the date of preparation. The Consultant shall submit the Reimbursement Request to the Engineer for Certification and then to the Town for signature. The Consultant shall be responsible to ensure appropriate parties receive copies of the Reimbursement Request upon receiving the originally signed copy at its office.

*Change Order(s)* – The Consultant shall review and process Construction Contract Change Orders/Field Changes. This will result in a request for

eligibility determination to be submitted to FDEP. Upon receipt of eligibility determination, all appropriate project information will be modified to allow for the eventual reimbursement of costs if applicable.

**4: Program Management**

*Program Management Meeting(s)* – The Consultant shall prepare for and attend Program Management Meetings. Meeting minutes shall be prepared and disseminated to appropriate parties upon completion. These meetings are held for the purpose of discussing FDEP program requirements, reimbursement requests, eligibility requests' status, construction progress, contract changes/issues, payment procedures/status, monitoring issues, additional funding needs and other information regarding the project.

*MBE/WBE Monitoring* – The Consultant shall provide a form to be completed by the contractor and submitted with each pay estimate. The information submitted by the contractor shall be used to prepare the Minority/Women's Business Enterprises (MBE/WBE) Utilization Report. This report shall be submitted to the Town and FDEP on a monthly basis during construction.

*Agency Monitoring Visit(s)* – The Consultant shall prepare for and attend agency monitoring visits. The Consultant shall provide responses to any agency questions.

**5: Davis-Bacon Compliance**

*Contractor Compliance Preparation* – The Consultant shall review the contractor and subcontractors current Davis Bacon practices and policies to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest changes required to ensure compliance with the program requirements.

*Provide Required Signage* – The Consultant shall provide digital or physical copies of required signage with directions for posting the signs. The contractor is responsible for the production and display of the signs.

*Compliance Monitoring* – The Consultant shall provide monthly monitoring of Federal Labor Standards requirements, including labor interviews and verification of information reported by the contractors and subcontractors during construction.

*Certified Payroll(s)* – The Consultant shall provide professional services to review and verify certified payrolls as submitted by the contractors and subcontractors. The Consultant shall prepare detailed exception reports as required.

*Coordination* – The Consultant shall monitor all applicable federal and state regulations. The Consultant shall assist the contractors with conformance of additional wage rates as required for the program.

**6: American Iron and Steel (AIS) Compliance**

*Contractor Compliance Preparation* – The Consultant shall review the contractor and subcontractors current materials acquisition processes to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest methods to ensure compliance with the program requirements.

*American Iron and Steel Compliance* – The Consultant shall provide

Exhibit B to Resolution 26-022

monthly monitoring of the project for compliance with the American Iron and Steel requirements. The Consultant shall complete the required documentation for compliance.

**4: Closeout and Audit Assistance**

*Project Closeout* – Consultant shall prepare closeout information required for FDEP regarding the project. The Final Request for Reimbursement is included in this task. This includes the Final Construction Inspection, Preliminary Administrative Closeout, and Final Administrative Closeout conducted by FDEP representatives. The necessary closeout documents shall be prepared regarding final eligibility for construction, engineering, administration, design and other project costs and submitted to FDEP to allow closeout of the loan. This effort will result in the preparation, review and approval of the Final Loan Amendment.

*Annual Audit Assistance* – The Consultant shall provide necessary data to the Town to allow inclusion of the loan in the required Single Audit Report prepared as part of the Annual Audit. This also includes corresponding with FDEP regarding eligibility requests and assistance during the annual audit.

*Project Specific Audit* – The Consultant will also provide closeout and other information to the Town’s Independent Auditors in order to allow for the required Project Audit within 12 months of execution of the Final Loan Amendment.

**Hourly Breakdown:**

Labor Category	Principal	Sr. Funding Manager	Senior Project Manager II	Sr. Funding Coordinator	Sr. Funding Specialist	Funding Specialist	Admin/ Clerk II	Admin/ Clerk I
Rate	\$315.00	\$268.00.00	\$220.00	\$179.00	\$163.00	\$142.00	\$125.00	\$110.00
Hours	190.00	295.00	130.00	180.00	220.00	320.00	380.00	286.00

**Total Cost (of Job): \$359,990.00**

EXHIBIT B

Date: 12/09/2025

COMPENSATION AND METHOD OF PAYMENT FOR  
240-000-0117 Grant and Loan Services

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Grant and Loan Services	\$359,990.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$359,990.00	NTE	

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated December 9, 2025, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto December 9, 2025 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

Exhibit B to Resolution 26-022

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/09/2025

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR  
240-000-0117 Grant and Loan Services

Consultant or Sub-consultant Name: Angie Brewer & Associates, LC  
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Hourly Rates are fully burdened to include all costs per Collier County Contract			

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".





Exhibit B to Resolution 26-022

EXHIBIT D

Date: 12/09/2025

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR  
240-000-0117 Grant and Loan Services

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
	NONE					