



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Chair

Betsy Barfield

District 4

Stephen Walker

District 5 Vice-Chair

Emergency Session Agenda:

****Virtual Meeting to be Held, Meeting Code and Password attached below****

September 22, 2020 at the Emergency Management Operations Center

169 Industrial Park Rd. Monticello, FL 32344

1. 6:15 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

2. General Business:

a) Adoption of CARES Act Plan

b) Adoption of CARES Act Committee Appointees

c) Discussion on CARES ACT Draft Agreement with Monticello Chamber

3. Adjourn-

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney



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Zoom Link info:

Board of County Commissioners is inviting you to a scheduled Zoom meeting.

Topic: Emergency Session, CARES Act Discussion Continuation
Time: Sep 22, 2020 06:15 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84952808243?pwd=RWpBUHFFRVltRXBQRm9VRmZlV3BUUT09>

Meeting ID: 849 5280 8243

Passcode: 487438

One tap mobile

+13126266799,,84952808243#,,,,,0#,,487438# US (Chicago)

+19292056099,,84952808243#,,,,,0#,,487438# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 849 5280 8243

Passcode: 487438

**AGREEMENT BETWEEN JEFFERSON COUNTY AND
MONTICELLO-JEFFERSON COUNTY CHAMBER OF COMMERCE
FOR IMPLEMENTATION OF THE JEFFERSON COUNTY CARES PLAN**

THIS AGREEMENT {"Agreement"} is made and entered into as of the date of execution by both parties, by and between Monticello-Jefferson County Chamber of Commerce (hereinafter referred to as the "Contractor") and Jefferson County, a non-charter county and a political subdivision of the State of Florida (hereinafter referred to as the "County").

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was enacted as Public Law 116-136; and,

WHEREAS, the CARES Act established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund to make payments for specified uses to States and certain local governments; and,

WHEREAS, on June 19, 2020, the County executed a funding agreement with the State of Florida, Division of Emergency Management, to receive a portion of this funding; and,

WHEREAS, the CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); were not accounted for in the County budget most recently approved as of March 27, 2020; and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and,

WHEREAS, on September 22, 2020, the Jefferson County Board of County Commissioners adopted a plan (the "JeffCo CARES" plan) to distribute the County's Coronavirus Relief Fund allocation under the CARES Act; and,

WHEREAS, the County believes it to be in the public interest to provide certain services to Jefferson County local businesses through the Contractor according to the JeffCo plan, this Agreement, and the Contractor's proposal, including attachments and/or exhibits thereto, which is made part of this Agreement and incorporated as Exhibit B; and,

WHEREAS, the Contractor has reviewed the services to be performed pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with the terms of this Agreement; and,

WHEREAS, the County recognizes that the services to be performed pursuant to this Agreement may cause the Contractor to incur operational expenses beyond normal operations, and the County permits these expenses to be reimbursed.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. SCOPE OF SERVICES OR REIMBURSEMENT OF EXPENSES

- A. The Contractor agrees to diligently perform all services in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all terms and conditions of Exhibits A and B in the performance of its obligations under this Agreement.
- B. The Contractor has incurred or will incur expenses directly related to COVID-19 that were not contemplated for in its budget as of March 27, 2020 and is seeking reimbursement from the County for these expenses. Exhibits A and B to this agreement provides sufficient detail and support to evidence eligibility for reimbursement of goods and services in compliance with the JeffCo CARES Plan.

2. REPORTING REQUIREMENTS

- A. The Contractor shall provide a monthly activity report regarding the services performed, goods provided, or expenses incurred under this Agreement in accordance with paragraphs B and C of this Section. The Contractor shall provide the report to the County at the time the Contractor submits an invoice for payment to the County as provided in Section 5 of this Agreement.
- B. The Contractor shall include the following information in the activity report:
 - 1. A detailed activity report summarizing the actual services performed, deliverables achieved, goods provided, and costs incurred during the previous month, as reflected in Exhibit A under this Agreement . The detailed activity report must include the name and address of clients assisted in the course of performing services and incurring costs associated with this Agreement.
 - 2. Copies of original receipts, paid invoices and authorized payroll reports reflecting actual expenditures incurred associated with the services performed and goods provided under this Agreement.
- C. The Contractor shall submit reimbursement request forms with the information required in paragraph B of this section electronically through a method approved by the County on a monthly basis. If the Contractor fails to submit the activity report and reimbursement forms in a timely manner, the County will exercise appropriate contractual remedies.
- D. The County Contractor-reported information for reasonableness, consistency and compliance with the provisions of this Agreement. In the event the County believes that revisions to the Contractor-reported information are warranted, the County will notify the Contractor no later than ten (10) business days following the County's receipt of the activity report. The Contractor shall have ten (10) business days following such notification by the County to either revise the activity report or provide to the County written documentation regarding its rationale for not doing so. Such revised activity report or other documentation shall be submitted to the County in accordance with paragraph C of this Section.

3. TERM AND DELIVERY

This Agreement shall commence immediately upon execution by both the County and the Contractor and shall terminate at 11:59 p.m. on December 30,2020. Reporting, Invoicing and payment are expected to continue beyond the term of this Agreement.

4. COMPENSATION AND PAYMENT

- A. The County shall pay the Contractor in accordance with the terms and conditions of this Agreement for performing all services as set forth in Exhibit A attached hereto and incorporated herein. The total amount of such payments shall include all costs necessary to provide all services outlined in Exhibit A to this Agreement, and as supported by the Contractor's proposal as set forth in Exhibit B to this Agreement.
- B. Contractor acknowledges and agrees that no minimum order or work is guaranteed under this Agreement. The County reserves the right to amend, reduce, or cancel any purchase order issued in relation to this Agreement in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of CARES Act funding. In the event CARES Act funding is unavailable, the County will terminate this Agreement, without termination charge or other liability.

5. METHOD OF PAYMENT

- A. The County shall pay the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Part VII, Florida Statutes, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the services have been performed in conformity with this Agreement, including all exhibits attached hereto and incorporated herein by reference. The County will take all reasonable efforts to pay the Contractor within fifteen (15) business days of the amount invoiced.
- B. The Contractor shall submit a monthly invoice for payment to the address indicated on the purchase order. The Contractor shall also provide the activity report required under Section 2 of this Agreement with the invoice for payment with sufficient information regarding the enumerated tasks performed and deliverables provided, as agreed by the parties in Exhibit A to this Agreement, to justify payment under the payment schedule in Exhibit A to this Agreement.

6. LIABILITY OF CONTRACTOR

- A. To the extent provided under Section 768.28 of the Florida Statutes, the Contractor assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent acts or omissions of the Contractor and its officers, employees, servants, and agents while acting within the scope of their employment by Contractor. Nothing contained herein shall be construed or interpreted as (1) denying to the Contractor any remedy or defense available to it under the laws of the State of Florida; (2) the consent of the Contractor, its affiliates, or its officers, employees, or agents, to be sued; or (3) constituting a hold harmless agreement on the part of the Contractor.
- B. This section shall survive the termination or expiration of this Agreement.

7. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall be responsible for the quality and functionality of all goods supplied and services performed by or at the behest of the Contractor under this Agreement.

- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement. The Contractor acknowledges and agrees that it will provide proof of registration with the Florida Department of State as a business registered to do business in Florida or, alternatively, provide the statutory basis for its exemption from this requirement.
- D. Additionally, the Contractor shall comply with all requirements in the County's CARES Act Funding Agreement with the State of Florida, Division of Emergency Management, which is made part of this Agreement as Exhibit C and deemed incorporated into this Agreement, to the extent applicable to the Contractor in its performance of services or provision of goods under this Agreement. The obligation to comply with the requirements of Exhibit C includes, but is not limited to, providing to the County the certification regarding the lobbyist prohibition required pursuant to section (21) e. of Exhibit C. The form to be executed is attached hereto and incorporated herein as Exhibit D.
- E. Further, the Contractor agrees to use the JeffCo CARES logo when promoting the services performed by or at the behest of the Contractor under this Agreement.
- F. Contractor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, regarding public records, and shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - b. 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, Florida Statutes, 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; and
 - d. Meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Jefferson County's Attorney
Name

Address
Phone

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor . Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

8. OWNERSHIP OF DATA PRODUCTS

All data, records, and reports that may be created or generated relating to this Agreement (collectively, "Records"), whether in existence at the execution date hereof or compiled thereafter in the course of performing services under this Agreement, shall be treated by the Contractor and its subcontractors as the property of the County. Upon request by the County at any time and from time to time and without regard to the default status of the parties under the Agreement, Contractor and/or its subcontractors shall promptly deliver to the County the Records in electronic format and in such hard copy as exists on the date of the request by the County.

9. TIMELY DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

- A. The Contractor shall ensure that all its staff, contractors and suppliers involved in the production or delivery of goods and/or performance of services under this Agreement are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform any services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all goods and services performed shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions, or accidents beyond the control of the parties.

10. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Contractor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor shall conduct no activity or perform any service that is unlawful or offensive.

11. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the

Contractor to terminate this Agreement in whole or in part for failure to timely perform the services in Exhibit A or for other failure to comply with this Agreement and its exhibits. In the event of such termination, the County shall be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section 4, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.

- B. The County has the right to terminate this Agreement for convenience with 30 days written notice to the Contractor. In the event the County terminates this Agreement under this subsection, the County shall only be responsible for costs incurred and services performed by the Contractor through the effective termination date.
- C. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all contractors and subcontracts; and settle all outstanding liabilities and claims.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

12. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Jefferson County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Jefferson County, Florida or, where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

13. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of

the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, the Contractor shall disclose such corporate structure in advance of the performance of any services or provision of goods hereunder, and Contractor hereby covenants and agrees that each such entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

If to the County:
(Principal Contact)

Parrish Barwick
Jefferson County
Coordinator

Monticello, FL 32344

- I. Any change in the County's or the Contractor's Representative will be promptly communicated in writing by the party making the change.

- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. Scope of Services - Exhibit A
 - 3. Contractor's Proposal – Exhibit B
 - 4. FDEM and County Funding Agreement – Exhibit C
 - 5. Non-Lobby Certification -Exhibit D

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

JEFFERSON COUNTY, FLORIDA
CHAMBER OF COMMERCE

MONTICELLO-JEFFERSON COUNTY

James T. Surles, Chairman
of the Board of County Commissioners

Katrina Richardson, Executive Director

ATTESTED BY:

Kirk B. Reams, Jefferson County Clerk of Court

EXHIBIT “A”

SCOPE OF SERVICES

PROJECT TASKS

Our proposal is to assist the County with the following tasks:

- **Task 1 - Technical Assistance** – assist businesses in applying for and submitting applications for the Jefferson County CARES Act funds.
- **Task 2 - Protective Measures** – Provide resources and videos that give guidance to various businesses on how to use protective measures for public safety.
- **Task 3 - Business Recovery Learning Series** – Provide resources and information using social media for attendees to assist as they reopen, recover and reimaging how their businesses can continue to operate now and in the future.

Action Items	Deliverables
September 21st – 30th	
TASK 1 – Technical Assistance	
<ul style="list-style-type: none"> • Review and gain an understanding of the County’s initial plan information, FDEM CARES Act Funding Agreement and other pertinent information to identify potential, eligible expenses as denoted by the CARES Act • Attend training for small business application process • Work with JeffCo Cares staff to develop small business outreach & marketing plan 	<ul style="list-style-type: none"> • Schedule of hours Chamber will be available as a resource • Business contact mailing list • Plan & process for assisting small businesses who want to inquire & apply • Preview of reporting to occur weekly • Website & other social media coverage about the program • Verification of technology in place for submitting applications electronically
TASK 2 – Protective Measures	
<ul style="list-style-type: none"> • Research & develop plan for educating businesses on how to use protective measures for public safety. • Consult with Health Dept. and other food safety experts 	<ul style="list-style-type: none"> • List of experts that provided feedback for training • Training schedule • 1st draft of training videos • Methods to verify applicant attendance • Examples of office environment protective measures
TASK 3 – Business Recovery	
<ul style="list-style-type: none"> • Research resources and information to teach attendees how to utilize social media as they reopen, recover and reimaging how their businesses can continue to operate now and in the future. 	<ul style="list-style-type: none"> • List of experts that provided feedback for training • Training schedule • 1st draft of training videos • Methods to verify applicant attendance

EXHIBIT "A"

SCOPE OF SERVICES

Action Items		Deliverables
October 1st – 31st		
TASK 1 – Technical Assistance		
<ul style="list-style-type: none"> • Solicitation of small businesses to learn about the program • Scheduling of small businesses to meet with chamber staff for application assistance • Assisting small businesses with applying for City or County business licenses • Assisting small businesses with filing their Tangible Personal Property return 	<ul style="list-style-type: none"> • Schedule of hours Chamber will be available as a resource • Weekly report of contacts & applications received/uploaded • Website & other social media promotion 	
TASK 2 – Protective Measures		
<ul style="list-style-type: none"> • Production of training materials to illustrate the use of protective measures in various types of businesses 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance 	
TASK 3 – Business Recovery		
<ul style="list-style-type: none"> • Production of training resources and information to teach attendees how to utilize social media as they reopen, recover and reimaging how their businesses can continue to operate now and in the future. 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance 	

Action Items		Deliverables
November 1st – 30th		
TASK 1 – Technical Assistance		
<ul style="list-style-type: none"> • Assisting JeffCo Cares staff & consultant with applicants to obtain missing or additional information • Assisting JeffCo Cares staff & consultant with notifying applicants of pre-approval status 	<ul style="list-style-type: none"> • Schedule of hours Chamber will be available as a resource • Weekly report of contacts & applications received/uploaded • Website & other social media promotion 	
TASK 2 – Protective Measures		
<ul style="list-style-type: none"> • Scheduling applicants to attend training in person or virtually • Verifying applicants have received protective measure literature 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance 	
TASK 3 – Business Recovery		
<ul style="list-style-type: none"> • Scheduling applicants to attend training in person or virtually • Verifying applicants have received business recovery literature 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance 	

EXHIBIT "A"

SCOPE OF SERVICES

Action Items		Deliverables
December 1st – 31st		
TASK 1 – Technical Assistance		
<ul style="list-style-type: none"> • Assisting JeffCo Cares staff & consultant with applicants to obtain missing or additional information • Assisting JeffCo Cares staff & consultant with notifying applicants of pre-approval status • Assisting JeffCo Cares staff & consultant with notifying applicants of distribution of funds 	<ul style="list-style-type: none"> • Schedule of hours Chamber will be available as a resource • Weekly report of contacts & applications received/uploaded • Website & other social media promotion • Testimonial materials on how funds helped businesses 	
TASK 2 – Protective Measures		
<ul style="list-style-type: none"> • Scheduling applicants to attend training in person or virtually • Verifying applicants have received protective measure literature 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance • Testimonial materials on how training helped businesses 	
TASK 3 – Business Recovery		
<ul style="list-style-type: none"> • Scheduling applicants to attend training in person or virtually • Verifying applicants have received business recovery literature 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance • Testimonial materials on how a business utilized the plan to reopen or reimage 	

<ul style="list-style-type: none"> • Provide technical assistance, grants management operations, and status reporting • Provide Technical Assistance to Applicants 	<ul style="list-style-type: none"> • Prepare Reports and Requests for Reimbursement • Reconcile Requests for Reimbursement to Approved Jefferson CARES Program Costs
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FEES AND EXPENSES

For the professional services and specialized assistance provided by the Chamber, we propose a time and expense arrangement for professional fees and out of pocket expenses for PPE. All expenses related to these requested services will be billed in accordance with section 112.061, Florida Statutes.

Item	Rate
Executive Director	\$26.02 per hour

EXHIBIT "A"
SCOPE OF SERVICES

Staff Support	\$12.90 per hour	
Conference Room	\$125 per day	

PROJECT SCHEDULE

The Chamber is prepared provide services from the date of Execution through December 30, 2020.

BILLING SCHEDULE

The fee for professional services be due and payable on the following schedule:

BILLED ON	PAYABLE BY
September 30 th	October 15 th
October 31 st	November 15 th
November 30 th	December 15 th
December 31 st	January 15 th

JEFFERSON COUNTY, FLORIDA ACCEPTED AND AGREED:

By: _____

Date: _____

Title: _____



September 18, 2020

James T. Surles, Chairman
Board of County Commissioners
1 Courthouse Circle
Monticello, FL 32344

Re: Jefferson County CARES Act Funding Contractors Proposal

Dear Commissioner Surles:

On behalf of the Monticello-Jefferson County Chamber of Commerce we look forward to working with Jefferson County to better position our business community for a full and speedy recovery from the COVID-19 pandemic. As you have informed us of funding opportunities available with the distribution of CARES Act dollars, we would like to propose three opportunities we believe will make significant impact in the accelerated rebound and relaunch of our local economy.

The Chamber would like to propose the use of Jefferson County CARES Act funding to pursue the following programs:

- **Technical Assistance** – assist businesses in applying for and submitting online applications for the Jefferson County CARES Act funds
- **Protective Measures** – Provide resources and videos that give guidance to various businesses on how to use protective measures for public safety
- **Business Recovery Learning Series** – Provide resources and information using social media for attendees to assist as they reopen, recover and reimagining how their businesses can continue to operate now and in the future

We believe that these programs will provide a strong foundation for the continuance of existing businesses and reinvention necessary for others. The Chamber can serve as a critical resource for our community through our business network to make a difference in how our community recovers from this pandemic.

Please find attached a breakdown of tasks, objectives and deliverables of each of the programs listed above. We look forward to working together to strategically utilize the funds which have been made available to our community through the CARES Act. Our team stands ready to discuss in further detail at your convenience.

Sincerely,

Katrina Richardson, TMP
Executive Director Monticello0-Jefferson County Chamber of Commerce

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and **Jefferson County**, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, “GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”
- b. When conducting an audit of the Subrecipient’s performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, “GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient’s fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

- Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
 - d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
 - e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17) ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for **Jefferson County** is in the amount of **\$664,685.00**.

(19) REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

- provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
 - k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28) SUSPENSION AND DEBARMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
 - i. 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 contractor is required to verify that none of the contractor, 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).
 - ii. The contractor 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.
 - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor 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 the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. 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.

(29) BYRD ANTI-LOBBYING AMENDMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
 - i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By:



Name and title:

JT Surles

Chairman of BOCC

Date:

6/19/2020

FID#

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Name and Title

Date:

EXHIBIT 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:


Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of Jefferson County County (“County”) and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: 
Name and title: _____
Date: 6/19/2020

Attachment A - CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, **Jefferson County**, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, **Jefferson County**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: 
Name and title: _____
Date: 6/19/2020

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and title: _____
Date: _____

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

**EXHIBIT D
CERTIFICATION REGARDING LOBBYING**

The following ARTICLES are appended to the Proposal between Jefferson County, Florida and Monticello-Jefferson County Chamber of Commerce dated September 22, 2020.

ARTICLE 1 - LOBBYING PROHIBITION

1.1 Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

1.2 No funds or other resources received from the COUNTY under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

1.3 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

1.4 Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

ARTICLE 2 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA**

Chairman

Date

MONTICELLO-JEFFERSON CHAMBER OF COMMERCE

Executive Director

Date

**ATTACHMENT C
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, Monticello-Jefferson County Chamber of Commerce., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

	Monticello-Jefferson County Chamber Of Commerce
By:	
Name and Title	Katrina Richardson, Executive Director
Effective Date:	September 22, 2020
	BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA
By:	
Name and Title	Chairman
Effective Date:	September 22, 2020



Jefferson County CARES Plan

Expenditure Plan for Coronavirus Relief Funds

September 2020



Draft - For Discussion Purposes Only



Expenditure Plan for Coronavirus Relief Funds

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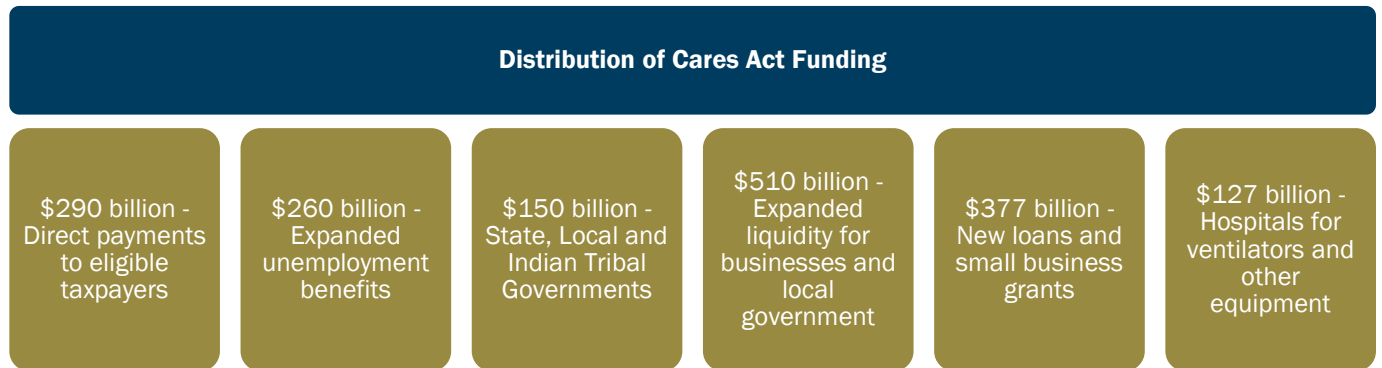
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Executive Summary

The Coronavirus Aid, Relief, and Economic Security (CARES) Act authorized more than \$2 trillion to counter the impact of COVID-19 and its effects on individuals, families, governments, and businesses. The CARES Act authorized the following:



As part of the \$150 billion distributed to State, Local, and Indian Tribal Governments, the State of Florida received \$8.328 billion and allocated the money as follows:

Description	Amount [Billions]
State of Florida	\$4.581
12 Largest Florida Counties (populations more than 500,000 residents)	\$2.472
55 Florida Counties (populations less than 500,000 residents)	\$1.275
Total	\$8.328

Jefferson County is included as part of the \$1.275 billion allocated to Florida’s 55 counties with populations less than 500,000 residents. The Jefferson County Cares Financial Assistance Plan (Plan) identifies the Service Areas (Services) approved by the Board of County Commissioners (BOCC) in July 2020. The BOCC directed the County Manager’s Office to develop a Plan that prioritized the delivery of Services to Jefferson County residents and business owners. In July 2020, Jefferson County received its 25% allocation, or \$664,685. The County is eligible to receive the remaining 75%, or \$1,994,055, on a reimbursement basis. Jefferson County is eligible for CARES Act Funds totaling \$2,658,740.

This Plan outlines the Services, the funding by Service, and the representative assistance to be provided. The Plan is based on eligible expenditures as defined by the U.S. Treasury. The Plan takes into consideration the eligible period and the use of funds as defined by the U.S. Treasury.

CARES Act Overview

On March 27, 2020, Congress passed the “Coronavirus Aid, Relief, and Economic Security Act” (the “CARES Act,” H.R. 748) to provide direct economic assistance in response to the financial fallout related to the COVID-19 pandemic. This legislation provides \$2.2 trillion of economic relief and stimulus for businesses, individuals, federal agencies, and state and local governments. This includes a \$150 billion Coronavirus Relief Fund for state and local governments to help offset necessary expenditures incurred due to the COVID-19 public health emergency. As provided in the CARES Act, 12 Florida counties with a population greater than 500,000 received direct allocations from the U.S. Treasury totaling \$2.47 billion. Counties less than 500,000 in population, including Jefferson County, were not eligible to receive a direct payment under the CARES Act. However, the bill allowed states to distribute funds to local governments under 500,000 in population. On June 10, the Governor announced that the State of Florida would disburse the remaining funds allocated to Florida (totaling up to \$1.275 billion) to counties with a population below 500,000 through the Florida Division of Emergency Management (FDEM) for expenditures eligible for reimbursement.

Under Section 5001 of the CARES Act, eligible uses of Coronavirus Relief Funds may only be used to cover costs that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19),
- were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.

The State of Florida was allocated \$8.3 billion in Coronavirus Relief Funds under the CARES Act. The Act required 45%, or \$3.7 billion, of these funds to be reserved for local governments. The 12 Florida counties with more than 500,000 in population were eligible for direct payments from the Treasury. These 12 counties received \$2.472 billion in direct funding, leaving approximately \$1.275 billion to be distributed to the remaining 55 Florida counties based on their proportion of the population. Based on the formula, Jefferson County (County) is eligible to receive reimbursement up to \$3.6 million for qualified expenditures. Each county will receive an initial disbursement equal to 25% of the county’s total allocation.

In June 2020, Governor Ron DeSantis announced Florida’s plan to disburse up to \$1.275 billion in CARES Act funds to counties with a population below 500,000. Using a phased approach, FDEM distributed funds to the remaining counties, including Jefferson County, beginning with an initial disbursement of 25% of the County’s allocation. In July 2020, Jefferson County received its 25% allocation, or \$664,685. The County is eligible to receive the remaining 75%, or \$1,994,055, on a reimbursement basis. Jefferson County is eligible for CARES Act Funds totaling \$2,658,740.

Jefferson County executed its funding agreement with the State and has received its initial disbursement totaling approximately \$665,000. Under the County’s agreement with FDEM, the initial allocation would allow the County to begin funding assistance programs included in the *Jefferson*

Expenditure Plan for Coronavirus Relief Funds

County CARES (JEFFCO CARES) Plan as approved by the Board, and the balance of the County's allocation would be provided by FDEM on a reimbursement basis. In developing the funding recommendations proposed in the JEFFCO CARES plan, the County's CARES Act Team (Team) has conducted an extensive evaluation of the specific statutory, administrative requirements, and the impact on the community as shown below:

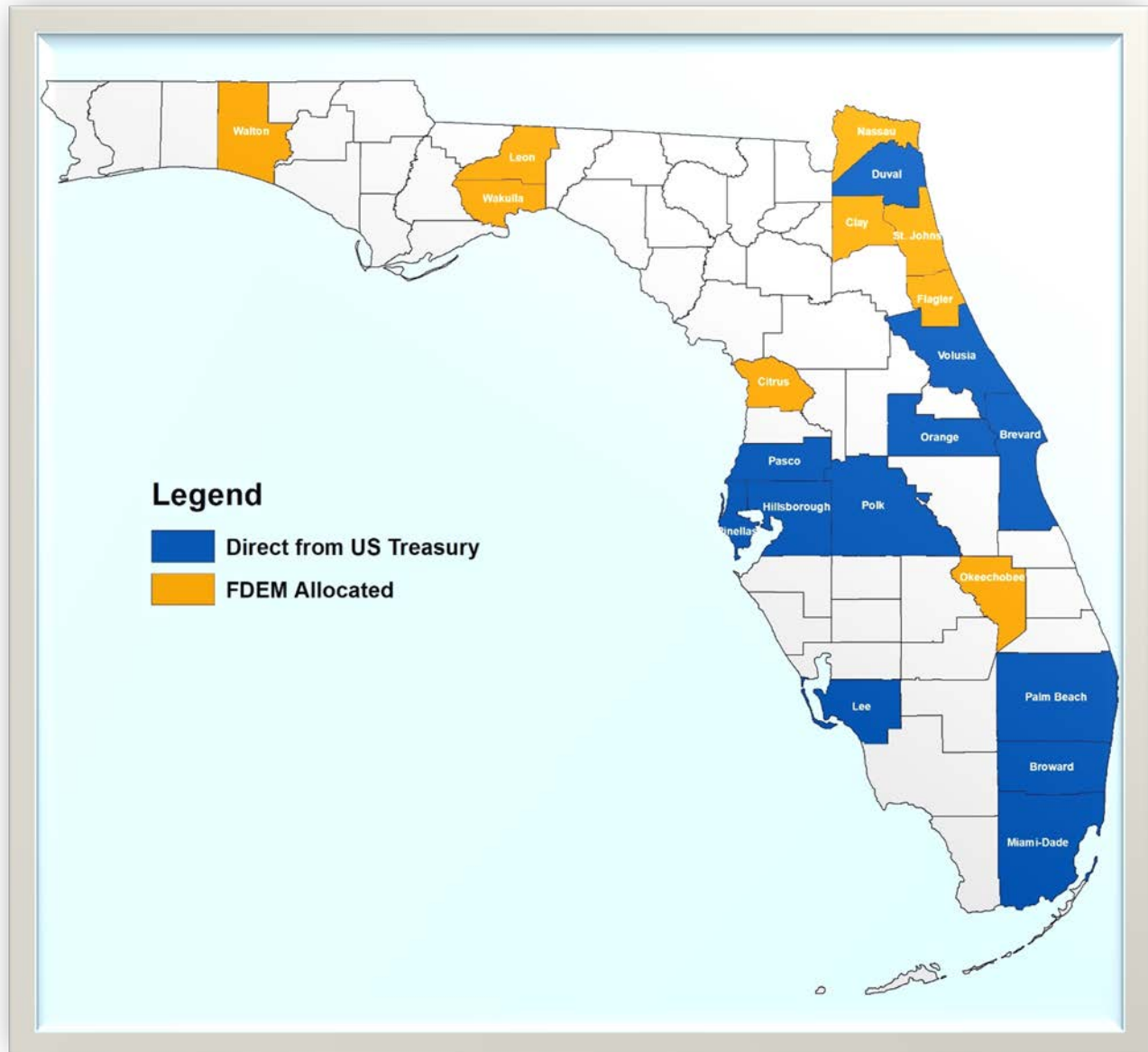


In addition to the evaluation noted above, the Team also reviewed the documentation provided by the oversight entities to determine the eligible uses of CARES Act funds based on the agreement with FDEM. The Team reviewed and maintained documentation from the following:

- U.S. Treasury
- U.S. Homeland Security
- 2 CFR 200
- Florida Division of Emergency Management
- Florida Association of Counties
- County Policies and Procedures

To identify funding strategies, the CARES Team reviewed the Plans from other Florida counties that have adopted their respective plans as well as best practices to incorporate into the proposed JEFFCO CARES plan. The Team reviewed the plans for the 12 Florida counties that received full allocation directly from the U.S. Treasury and a representative sample of the counties receiving their allocation from FDEM.

The Team reviewed the CARES Act plans for the counties illustrated in the map below:



The County coordinated with the local business community and other local government stakeholders to identify a broad range of community needs resulting from the COVID-19 public health emergency. Many of these community partners are eligible to receive federal support under other sections of the CARES Act. In these instances, the *JEFFCO CARES* plan seeks to leverage the County’s allocation to meet these community needs most effectively. Other community partners not funded through *JEFFCO CARES*, such as the colleges and hospitals, have received or are eligible to receive an allocation of CARES Act funding subject to their own specific rules and guidelines. Program development and

Expenditure Plan for Coronavirus Relief Funds

implementation will be undertaken and in coordination with County partners. In developing its plan, the County requested input from the following entities:

Board of County Commissioners and Departments	Constitutional Offices and Elected Officials	Municipal and Other Governments
<ul style="list-style-type: none"> • County Commissioners • Department Directors 	<ul style="list-style-type: none"> • Clerk of Courts • Sheriff's Office and Emergency Management • Property Appraiser • Supervisor of Elections • Tax Collector 	<ul style="list-style-type: none"> • City of Monticello • Jefferson County Court System • Jefferson County Health Department

The County CARES Act Team will coordinate calls and meetings with partners and stakeholders for program development, implementation, reporting, and evaluation until funds are expended or until the County has determined that needs have been met.

Compliance Requirements

CARES Act requires compliance, including eligibility, allowability, and Single Audit requirements for federal funds. These regulations include Section 601(d) of the Social Security Act, FS 215.422, 215.971 (1), 216.347, and CFO Memorandum 04. The County has a *Subrecipient Agreement* with the FDEM to ensure the CARES Act funds are disbursed, accounted, and reported in accordance with the applicable guidelines. Jefferson County developed its plan to meet compliance with the CARES Act through the following elements:



Expenditure Plan for Coronavirus Relief Funds

In carrying out the priorities established by the BOCC, the County staff, and the CARES Committee used the guiding principles below in developing the *JEFFCO CARES* plan:

Eligible Expenditures	BOCC and County Responsibilities	Oversight
<ul style="list-style-type: none"> • Necessary and incurred due to COVID-19 public health emergency • Not accounted for in budget most recently approved as of enactment date • Incurred during the period beginning 3/1/20 and ending 12/30/20 	<ul style="list-style-type: none"> • Ensure funds not used by 12/30/2020 must be returned to the Treasury • Confirm CARES Act Funding is <u>not</u> used to fill governmental revenue shortfalls 	<ul style="list-style-type: none"> • County has to review and monitor eligible expenditures, including subrecipients • County will provide information or reporting to FDEM and the U.S. Treasury, Inspector General as required

Program reporting and evaluation are necessary on-going activities to ensure success and compliance with the CARES Act. As program details evolve, it will be important to coordinate with State officials and the County Attorney to ensure compliance with federal, state, and local laws.

The U.S. Treasury has indicated that all local government recipients of CARES Act funds will be audited to ensure compliance with the CARES Act. The County’s revenue state sharing payment(s) to the general fund will be reduced by the amount of any costs determined as unallowable by the federal or state auditing entity.

Jefferson County is financially responsible for the CARES Act expenditures, approving service offerings, establishing eligibility criteria for applicants and subrecipients, approving the release of funds and grants management, as well as quarterly reporting and subrecipient monitoring as illustrated below.

<p>Reporting</p>	<ul style="list-style-type: none"> • Reporting will be done no less than monthly with regular updates to the Board. • The County will also be responsible for all reporting requirements required by the Florida Division of Emergency Management
<p>Revisions</p>	<ul style="list-style-type: none"> • Substantive changes to the Plan are expected as the programs are implemented and for compliance with future U.S. Treasury guidance updates. • Recommended changes to the Plan will be presented to the Board for approval.

JEFFCO CARES Plan

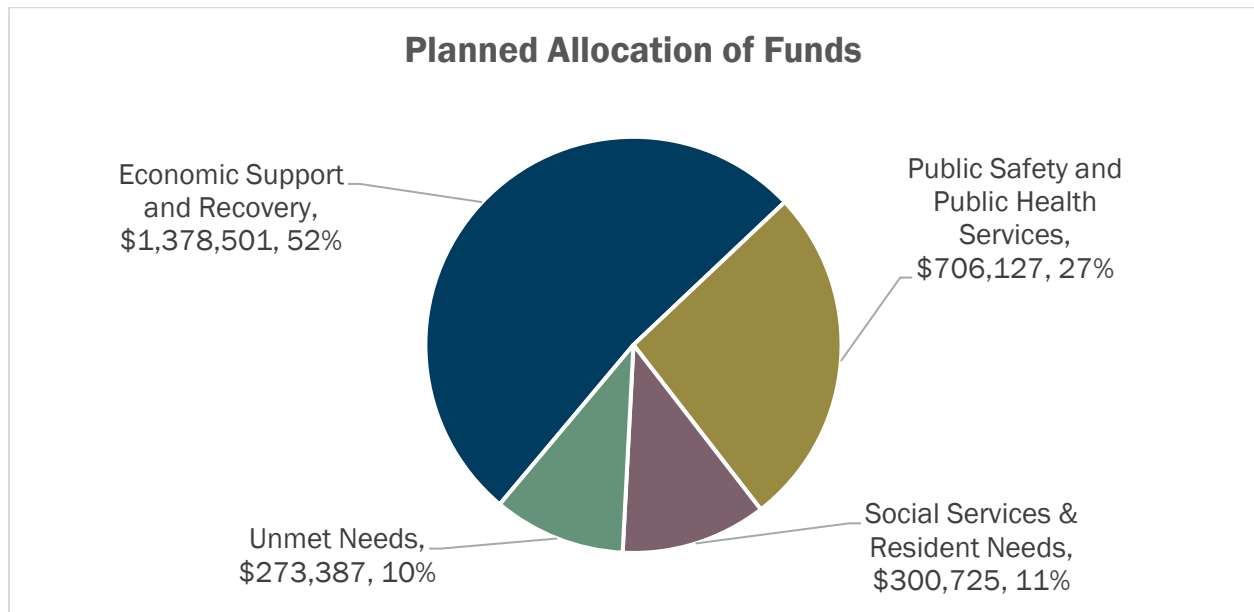
The JEFFCO CARES framework and services are designed with flexibility that allows the County to respond to the needs of Jefferson County residents while complying with the CARES Act requirements. JEFFCO CARES provides for the efficient and impactful distribution of the initial 25% allocation in Coronavirus Relief Funds allocated under the Federal CARES Act. In developing the JEFFCO CARES Plan, the County’s CARES Act Committee used the following guidance. The following provides examples of unallowable and eligible costs.

Eligible Costs
1. Medical expenses related to COVID-19, e.g., testing, emergency medical response expenses, public telemedicine capabilities.
2. Public health expenses related to COVID-19, e.g., communication and enforcement, purchase and distribution of PPE, disinfection of public areas or facilities, public safety measures, quarantining individuals.
3. Payroll expenses not budgeted and for certain individuals whose services are substantially dedicated to mitigating or responding to COVID-19.
4. Expenses or actions to facilitate compliance with COVID-19 for public health measures, e.g., food delivery to certain populations, improvement of telework capabilities for public employees, paid sick, medical and family leave under specific circumstances.
5. Expenses associated with the provision of economic support in connection with COVID-19, e.g., grants to reimburse the costs of business interruption caused by required/voluntary closures, payroll support, and unemployment costs not reimbursed by federal government pursuant to the CARES Act or otherwise.
6. Emergency financial assistance to individuals and families directly impacted by a loss of income due to COVID-19 public health emergency, e.g. grants to directly pay overdue rent/mortgage payments to avoid eviction or foreclosure, overdue utility payments (water/sewer) or unforeseen financial costs for funerals and other emergency individual needs.

Unallowable Costs
1. Lost revenues.
2. Non-COVID-19 related expenses.
3. Costs accounted for in the budget prior to <u>March 27, 2020</u> .
4. State Medicaid cost share.
5. Damages or costs paid or reimbursed from other sources.
6. Payroll for employees whose service/duties are not substantially dedicated to COVID-19.
7. Reimbursement of donated services or supplies.
8. Workforce bonuses.
9. Severance payments.
10. Legal settlements.

*Ref: Most current U.S. Treasury Guidance and Frequently Asked Questions located at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

The JEFFCO CARES Plan provides funding for essential public health and safety expenditures related to COVID-19, including various critical economic relief to the local business community, and direct COVID-related costs incurred by the County, Constitutional and Judicial Offices, and the municipalities within Jefferson County. The following illustrates the proposed funding plan of \$2,658,740.



The table below summarizes the planned expenditures for the *JEFFCO CARES* Plan. The proposed total by Expenditure Category includes the County’s programmatic and management cost to ensure the proper oversight of the CARES Act funds.

Expenditure Category	Plan Amount
Economic Support and Recovery	
Small Business Assistance	\$1,378,501
Total: Economic Support and Recovery	\$1,378,501
Public Safety and Public Health Services	
Facilities-Operations Improvements	\$322,956
Improve Telework Capabilities of Public Employees	\$63,850
Payroll for Public Health and Safety Employees	\$67,448
Personal Protective Equipment	\$84,131
Public Health Expenses	\$167,742
Total: Public Safety and Public Health Services	\$706,127
Social Services & Resident Needs	
Food Stability	\$27,339
Individual Assistance	\$273,386
Total: Social Services & Resident Needs	\$300,725

Expenditure Plan for Coronavirus Relief Funds

Expenditure Category	Plan Amount
Unmet Needs	
To Be Determined	\$273,387
Total: Unmet Needs	\$273,387
Total	\$2,658,740

Expenditure Category 1: Economic Support and Recovery

Economic Support and Recovery is intended to help businesses affected by COVID-19. Provided below is an overview of the program. Additional eligibility and documentation requirements may be required.

Small Business Assistance Program			
Funds can only be used for expenses not covered by other resources	Business must meet the eligibility criteria established by the County	Awards will be based on factors such as the number of employees and annual gross revenues	An award can range from \$10,000 to \$25,000 per business or 33% of the 2019 gross revenue, whichever is less

Expenditure Category 2: Public Safety and Public Health Services

The planned and incurred eligible expenditures within this Service have countywide benefit. Provided below is an overview of the program. Additional eligibility and documentation requirements may be required.

Public Safety and Public Health Services			
COVID-19 Expenditure Recovery <ul style="list-style-type: none"> Decontamination equipment, ventilation improvements, and increased public health prevention measures 	Facilities-Operations Improvements <ul style="list-style-type: none"> Decontamination equipment for Public Safety Vehicles Updated Response Protocols 	Personal Protective Equipment <ul style="list-style-type: none"> Purchases of PPE for county, constitutional, elected official or municipal personnel 	Re-Emergence Preparedness <ul style="list-style-type: none"> Preparedness for government buildings, facilities, or non-congregate sheltering



Expenditure Plan for Coronavirus Relief Funds

Expenditure Category 3: Social Services and Resident Needs

Social Services and Resident Needs is intended to help residents affected by COVID-19. There are two services provided in this category:

- Food Stability
- Individual Assistance

Expenditure Category 4: Reserve for Unmet Needs

Like many Florida counties, Jefferson County has established a reserve or replenishment category (Unmet Needs). In the event of future unexpected needs, such as testing, contact tracing, food stabilization, or non-congregate sheltering, or for potential Congressional changes to the authorized uses of these funds, the County can make adjustments as needed to optimize the County's use of the JEFFCO CARES Act funds.

**AGREEMENT BETWEEN JEFFERSON COUNTY AND
MONTICELLO-JEFFERSON COUNTY CHAMBER OF COMMERCE
FOR IMPLEMENTATION OF THE JEFFERSON COUNTY CARES PLAN**

THIS AGREEMENT {"Agreement"} is made and entered into as of the date of execution by both parties, by and between Monticello-Jefferson County Chamber of Commerce (hereinafter referred to as the "Contractor") and Jefferson County, a non-charter county and a political subdivision of the State of Florida (hereinafter referred to as the "County").

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was enacted as Public Law 116-136; and,

WHEREAS, the CARES Act established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund to make payments for specified uses to States and certain local governments; and,

WHEREAS, on June 19, 2020, the County executed a funding agreement with the State of Florida, Division of Emergency Management, to receive a portion of this funding; and,

WHEREAS, the CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); were not accounted for in the County budget most recently approved as of March 27, 2020; and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and,

WHEREAS, on September 22, 2020, the Jefferson County Board of County Commissioners adopted a plan (the "JeffCo CARES" plan) to distribute the County's Coronavirus Relief Fund allocation under the CARES Act; and,

WHEREAS, the County believes it to be in the public interest to provide certain services to Jefferson County local businesses through the Contractor according to the JeffCo plan, this Agreement, and the Contractor's proposal, including attachments and/or exhibits thereto, which is made part of this Agreement and incorporated as Exhibit B; and,

WHEREAS, the Contractor has reviewed the services to be performed pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with the terms of this Agreement; and,

WHEREAS, the County recognizes that the services to be performed pursuant to this Agreement may cause the Contractor to incur operational expenses beyond normal operations, and the County permits these expenses to be reimbursed.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

1. SCOPE OF SERVICES OR REIMBURSEMENT OF EXPENSES

- A. The Contractor agrees to diligently perform all services in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all terms and conditions of Exhibits A and B in the performance of its obligations under this Agreement.
- B. The Contractor has incurred or will incur expenses directly related to COVID-19 that were not contemplated for in its budget as of March 27, 2020 and is seeking reimbursement from the County for these expenses. Exhibits A and B to this agreement provides sufficient detail and support to evidence eligibility for reimbursement of goods and services in compliance with the JeffCo CARES Plan.

2. REPORTING REQUIREMENTS

- A. The Contractor shall provide a monthly activity report regarding the services performed, goods provided, or expenses incurred under this Agreement in accordance with paragraphs B and C of this Section. The Contractor shall provide the report to the County at the time the Contractor submits an invoice for payment to the County as provided in Section 5 of this Agreement.
- B. The Contractor shall include the following information in the activity report:
 - 1. A detailed activity report summarizing the actual services performed, deliverables achieved, goods provided, and costs incurred during the previous month, as reflected in Exhibit A under this Agreement . The detailed activity report must include the name and address of clients assisted in the course of performing services and incurring costs associated with this Agreement.
 - 2. Copies of original receipts, paid invoices and authorized payroll reports reflecting actual expenditures incurred associated with the services performed and goods provided under this Agreement.
- C. The Contractor shall submit reimbursement request forms with the information required in paragraph B of this section electronically through a method approved by the County on a monthly basis. If the Contractor fails to submit the activity report and reimbursement forms in a timely manner, the County will exercise appropriate contractual remedies.
- D. The County Contractor-reported information for reasonableness, consistency and compliance with the provisions of this Agreement. In the event the County believes that revisions to the Contractor-reported information are warranted, the County will notify the Contractor no later than ten (10) business days following the County's receipt of the activity report. The Contractor shall have ten (10) business days following such notification by the County to either revise the activity report or provide to the County written documentation regarding its rationale for not doing so. Such revised activity report or other documentation shall be submitted to the County in accordance with paragraph C of this Section.

3. TERM AND DELIVERY

This Agreement shall commence immediately upon execution by both the County and the Contractor and shall terminate at 11:59 p.m. on December 30,2020. Reporting, Invoicing and payment are expected to continue beyond the term of this Agreement.

4. COMPENSATION AND PAYMENT

- A. The County shall pay the Contractor in accordance with the terms and conditions of this Agreement for performing all services as set forth in Exhibit A attached hereto and incorporated herein. The total amount of such payments shall include all costs necessary to provide all services outlined in Exhibit A to this Agreement, and as supported by the Contractor's proposal as set forth in Exhibit B to this Agreement.
- B. Contractor acknowledges and agrees that no minimum order or work is guaranteed under this Agreement. The County reserves the right to amend, reduce, or cancel any purchase order issued in relation to this Agreement in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of CARES Act funding. In the event CARES Act funding is unavailable, the County will terminate this Agreement, without termination charge or other liability.

5. METHOD OF PAYMENT

- A. The County shall pay the Contractor in accordance with the Local Government Prompt Payment Act, Section 218.70, Part VII, Florida Statutes, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the services have been performed in conformity with this Agreement, including all exhibits attached hereto and incorporated herein by reference. The County will take all reasonable efforts to pay the Contractor within fifteen (15) business days of the amount invoiced.
- B. The Contractor shall submit a monthly invoice for payment to the address indicated on the purchase order. The Contractor shall also provide the activity report required under Section 2 of this Agreement with the invoice for payment with sufficient information regarding the enumerated tasks performed and deliverables provided, as agreed by the parties in Exhibit A to this Agreement, to justify payment under the payment schedule in Exhibit A to this Agreement.

6. LIABILITY OF CONTRACTOR

- A. To the extent provided under Section 768.28 of the Florida Statutes, the Contractor assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent acts or omissions of the Contractor and its officers, employees, servants, and agents while acting within the scope of their employment by Contractor. Nothing contained herein shall be construed or interpreted as (1) denying to the Contractor any remedy or defense available to it under the laws of the State of Florida; (2) the consent of the Contractor, its affiliates, or its officers, employees, or agents, to be sued; or (3) constituting a hold harmless agreement on the part of the Contractor.
- B. This section shall survive the termination or expiration of this Agreement.

7. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall be responsible for the quality and functionality of all goods supplied and services performed by or at the behest of the Contractor under this Agreement.

- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement. The Contractor acknowledges and agrees that it will provide proof of registration with the Florida Department of State as a business registered to do business in Florida or, alternatively, provide the statutory basis for its exemption from this requirement.
- D. Additionally, the Contractor shall comply with all requirements in the County's CARES Act Funding Agreement with the State of Florida, Division of Emergency Management, which is made part of this Agreement as Exhibit C and deemed incorporated into this Agreement, to the extent applicable to the Contractor in its performance of services or provision of goods under this Agreement. The obligation to comply with the requirements of Exhibit C includes, but is not limited to, providing to the County the certification regarding the lobbyist prohibition required pursuant to section (21) e. of Exhibit C. The form to be executed is attached hereto and incorporated herein as Exhibit D.
- E. Further, the Contractor agrees to use the JeffCo CARES logo when promoting the services performed by or at the behest of the Contractor under this Agreement.
- F. Contractor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, regarding public records, and shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - b. 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, Florida Statutes, 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; and
 - d. Meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Jefferson County's Attorney
Name

Address
Phone

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor . Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

8. OWNERSHIP OF DATA PRODUCTS

All data, records, and reports that may be created or generated relating to this Agreement (collectively, "Records"), whether in existence at the execution date hereof or compiled thereafter in the course of performing services under this Agreement, shall be treated by the Contractor and its subcontractors as the property of the County. Upon request by the County at any time and from time to time and without regard to the default status of the parties under the Agreement, Contractor and/or its subcontractors shall promptly deliver to the County the Records in electronic format and in such hard copy as exists on the date of the request by the County.

9. TIMELY DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

- A. The Contractor shall ensure that all its staff, contractors and suppliers involved in the production or delivery of goods and/or performance of services under this Agreement are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform any services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all goods and services performed shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions, or accidents beyond the control of the parties.

10. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Contractor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor shall conduct no activity or perform any service that is unlawful or offensive.

11. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the

Contractor to terminate this Agreement in whole or in part for failure to timely perform the services in Exhibit A or for other failure to comply with this Agreement and its exhibits. In the event of such termination, the County shall be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section 4, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.

- B. The County has the right to terminate this Agreement for convenience with 30 days written notice to the Contractor. In the event the County terminates this Agreement under this subsection, the County shall only be responsible for costs incurred and services performed by the Contractor through the effective termination date.
- C. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all contractors and subcontracts; and settle all outstanding liabilities and claims.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

12. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Jefferson County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Jefferson County, Florida or, where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniense.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

13. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of

the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, the Contractor shall disclose such corporate structure in advance of the performance of any services or provision of goods hereunder, and Contractor hereby covenants and agrees that each such entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

If to the County:
(Principal Contact)

Parrish Barwick
Jefferson County
Coordinator

Monticello, FL 32344

- I. Any change in the County's or the Contractor's Representative will be promptly communicated in writing by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. Scope of Services - Exhibit A
 - 3. Contractor's Proposal – Exhibit B
 - 4. FDEM and County Funding Agreement – Exhibit C
 - 5. Non-Lobby Certification -Exhibit D

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

JEFFERSON COUNTY, FLORIDA
CHAMBER OF COMMERCE

MONTICELLO-JEFFERSON COUNTY

James T. Surles, Chairman
of the Board of County Commissioners

Katrina Richardson, Executive Director

ATTESTED BY:

Kirk B. Reams, Jefferson County Clerk of Court

EXHIBIT “A”

SCOPE OF SERVICES

PROJECT TASKS

Our proposal is to assist the County with the following tasks:

- **Task 1 - Technical Assistance** – assist businesses in applying for and submitting applications for the Jefferson County CARES Act funds.
- **Task 2 - Protective Measures** – Provide resources and videos that give guidance to various businesses on how to use protective measures for public safety.
- **Task 3 - Business Recovery Learning Series** – Provide resources and information using social media for attendees to assist as they reopen, recover and reimaging how their businesses can continue to operate now and in the future.

Action Items	Deliverables
September 21st – 30th	
TASK 1 – Technical Assistance	
<ul style="list-style-type: none"> • Review and gain an understanding of the County’s initial plan information, FDEM CARES Act Funding Agreement and other pertinent information to identify potential, eligible expenses as denoted by the CARES Act • Attend training for small business application process • Work with JeffCo Cares staff to develop small business outreach & marketing plan 	<ul style="list-style-type: none"> • Schedule of hours Chamber will be available as a resource • Business contact mailing list • Plan & process for assisting small businesses who want to inquire & apply • Preview of reporting to occur weekly • Website & other social media coverage about the program • Verification of technology in place for submitting applications electronically
TASK 2 – Protective Measures	
<ul style="list-style-type: none"> • Research & develop plan for educating businesses on how to use protective measures for public safety. • Consult with Health Dept. and other food safety experts 	<ul style="list-style-type: none"> • List of experts that provided feedback for training • Training schedule • 1st draft of training videos • Methods to verify applicant attendance • Examples of office environment protective measures
TASK 3 – Business Recovery	
<ul style="list-style-type: none"> • Research resources and information to teach attendees how to utilize social media as they reopen, recover and reimaging how their businesses can continue to operate now and in the future. 	<ul style="list-style-type: none"> • List of experts that provided feedback for training • Training schedule • 1st draft of training videos • Methods to verify applicant attendance

EXHIBIT “A”

SCOPE OF SERVICES

Action Items		Deliverables
October 1st – 31st		
TASK 1 – Technical Assistance		
<ul style="list-style-type: none"> • Solicitation of small businesses to learn about the program • Scheduling of small businesses to meet with chamber staff for application assistance • Assisting small businesses with applying for City or County business licenses • Assisting small businesses with filing their Tangible Personal Property return 	<ul style="list-style-type: none"> • Schedule of hours Chamber will be available as a resource • Weekly report of contacts & applications received/uploaded • Website & other social media promotion 	
TASK 2 – Protective Measures		
<ul style="list-style-type: none"> • Production of training materials to illustrate the use of protective measures in various types of businesses 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance 	
TASK 3 – Business Recovery		
<ul style="list-style-type: none"> • Production of training resources and information to teach attendees how to utilize social media as they reopen, recover and reimaging how their businesses can continue to operate now and in the future. 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance 	

Action Items		Deliverables
November 1st – 30th		
TASK 1 – Technical Assistance		
<ul style="list-style-type: none"> • Assisting JeffCo Cares staff & consultant with applicants to obtain missing or additional information • Assisting JeffCo Cares staff & consultant with notifying applicants of pre-approval status 	<ul style="list-style-type: none"> • Schedule of hours Chamber will be available as a resource • Weekly report of contacts & applications received/uploaded • Website & other social media promotion 	
TASK 2 – Protective Measures		
<ul style="list-style-type: none"> • Scheduling applicants to attend training in person or virtually • Verifying applicants have received protective measure literature 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance 	
TASK 3 – Business Recovery		
<ul style="list-style-type: none"> • Scheduling applicants to attend training in person or virtually • Verifying applicants have received business recovery literature 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance 	

EXHIBIT “A”

SCOPE OF SERVICES

Action Items		Deliverables
December 1st – 31st		
TASK 1 – Technical Assistance		
<ul style="list-style-type: none"> • Assisting JeffCo Cares staff & consultant with applicants to obtain missing or additional information • Assisting JeffCo Cares staff & consultant with notifying applicants of pre-approval status • Assisting JeffCo Cares staff & consultant with notifying applicants of distribution of funds 	<ul style="list-style-type: none"> • Schedule of hours Chamber will be available as a resource • Weekly report of contacts & applications received/uploaded • Website & other social media promotion • Testimonial materials on how funds helped businesses 	
TASK 2 – Protective Measures		
<ul style="list-style-type: none"> • Scheduling applicants to attend training in person or virtually • Verifying applicants have received protective measure literature 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance • Testimonial materials on how training helped businesses 	
TASK 3 – Business Recovery		
<ul style="list-style-type: none"> • Scheduling applicants to attend training in person or virtually • Verifying applicants have received business recovery literature 	<ul style="list-style-type: none"> • Training schedule • Weekly report of applicant attendance • Testimonial materials on how a business utilized the plan to reopen or reimage 	

<ul style="list-style-type: none"> • Provide technical assistance, grants management operations, and status reporting • Provide Technical Assistance to Applicants 	<ul style="list-style-type: none"> • Prepare Reports and Requests for Reimbursement • Reconcile Requests for Reimbursement to Approved Jefferson CARES Program Costs
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FEES AND EXPENSES

For the professional services and specialized assistance provided by the Chamber, we propose a time and expense arrangement for professional fees and out of pocket expenses for PPE. All expenses related to these requested services will be billed in accordance with section 112.061, Florida Statutes.

Item	Rate
Executive Director	\$26.02 per hour

EXHIBIT "A"
SCOPE OF SERVICES

Staff Support	\$12.90 per hour	
Conference Room	\$125 per day	

PROJECT SCHEDULE

The Chamber is prepared provide services from the date of Execution through December 30, 2020.

BILLING SCHEDULE

The fee for professional services be due and payable on the following schedule:

BILLED ON	PAYABLE BY
September 30 th	October 15 th
October 31 st	November 15 th
November 30 th	December 15 th
December 31 st	January 15 th

JEFFERSON COUNTY, FLORIDA ACCEPTED AND AGREED:

By: _____

Date: _____

Title: _____



September 18, 2020

James T. Surles, Chairman
Board of County Commissioners
1 Courthouse Circle
Monticello, FL 32344

Re: Jefferson County CARES Act Funding Contractors Proposal

Dear Commissioner Surles:

On behalf of the Monticello-Jefferson County Chamber of Commerce we look forward to working with Jefferson County to better position our business community for a full and speedy recovery from the COVID-19 pandemic. As you have informed us of funding opportunities available with the distribution of CARES Act dollars, we would like to propose three opportunities we believe will make significant impact in the accelerated rebound and relaunch of our local economy.

The Chamber would like to propose the use of Jefferson County CARES Act funding to pursue the following programs:

- **Technical Assistance** – assist businesses in applying for and submitting online applications for the Jefferson County CARES Act funds
- **Protective Measures** – Provide resources and videos that give guidance to various businesses on how to use protective measures for public safety
- **Business Recovery Learning Series** – Provide resources and information using social media for attendees to assist as they reopen, recover and reimagining how their businesses can continue to operate now and in the future

We believe that these programs will provide a strong foundation for the continuance of existing businesses and reinvention necessary for others. The Chamber can serve as a critical resource for our community through our business network to make a difference in how our community recovers from this pandemic.

Please find attached a breakdown of tasks, objectives and deliverables of each of the programs listed above. We look forward to working together to strategically utilize the funds which have been made available to our community through the CARES Act. Our team stands ready to discuss in further detail at your convenience.

Sincerely,

Katrina Richardson, TMP
Executive Director Monticello0-Jefferson County Chamber of Commerce

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and **Jefferson County**, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

- Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
 - d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
 - e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17) ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for Jefferson County is in the amount of **\$664,685.00**.

(19) REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

- provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
 - k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28) SUSPENSION AND DEBARMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
 - i. 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 contractor is required to verify that none of the contractor, 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).
 - ii. The contractor 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.
 - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor 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 the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. 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.


(29) BYRD ANTI-LOBBYING AMENDMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
 - i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Subrecipient.

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By: 
Name and title: JT Surles Chairman of BOCC
Date: 6/19/2020
FID# _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Name and Title

Date: _____

EXHIBIT 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:


Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of Jefferson County County (“County”) and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: 
Name and title: _____
Date: 6/19/2020

Attachment A - CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, Jefferson County, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, Jefferson County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: 
 Name and title: _____
 Date: 6/19/2020

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
 Name and title _____
 Date: _____

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

**EXHIBIT D
CERTIFICATION REGARDING LOBBYING**

The following ARTICLES are appended to the Proposal between Jefferson County, Florida and Monticello-Jefferson County Chamber of Commerce dated September 22, 2020.

ARTICLE 1 - LOBBYING PROHIBITION

1.1 Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

1.2 No funds or other resources received from the COUNTY under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

1.3 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

1.4 Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

ARTICLE 2 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA**

Chairman

Date

MONTICELLO-JEFFERSON CHAMBER OF COMMERCE

Executive Director

Date

**ATTACHMENT C
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, Monticello-Jefferson County Chamber of Commerce., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, subrecipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

	Monticello-Jefferson County Chamber Of Commerce
By:	
Name and Title	Katrina Richardson, Executive Director
Effective Date:	September 22, 2020
	BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA
By:	
Name and Title	Chairman
Effective Date:	September 22, 2020