



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 7/31/2020 Meeting Date: 8/3/2020

Name: John Crews Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "John Crews", written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Approve COVID-19 Individual Assistance Program Administration Agreement Between Columbia County and Catholic Charities Of Lake City

2. Recommended Motion/Action:

Approve agreement

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**COVID-19 Individual Assistance Program
Administration Agreement
Between
COLUMBIA COUNTY
and
CATHOLIC CHARITIES OF LAKE CITY**

This Individual Assistance Program Administration Agreement (“Agreement”) , is made as of this _____ day of _____, 2020, by and between Columbia County, a political subdivision of the State of Florida, whose address is 173 NE Hernando Avenue, Lake City, Florida, 32055 (hereinafter referred to as the “County”), and Catholic Charities of Lake City, whose address is 553 NW Railroad Street, Lake City, Florida, 32055, a Florida not-for-profit Corporation (hereinafter referred to as “Contractor”).

WHEREAS, President Donald J. Trump issued a Major Disaster Declaration for the U.S. with an effective date of January 20, 2020 in response to the COVID-19 pandemic, and

WHEREAS, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for COVID-19, which was then extended through subsequent Executive Orders, and

WHEREAS, the Columbia County Board of County Commissioners adopted Resolution No. 2020R-07, declaring a Local State of Emergency in response to COVID-19, which has been extended every seven (7) days and is still in effect at this time; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27, 2020, thereby releasing millions of dollars to states, counties and local governments throughout the United States to assist Americans during the pandemic, and

WHEREAS, the County entered into funding agreement number Y2290 on June 24, 2020 (hereinafter referred to as “FDEM Agreement”); and

WHEREAS, the Columbia County Board of County Commissioners desires to implement an “Individual Assistance Program”, and has approved an allocation of up to Two Million Dollars (\$2,000,000.00) to provide economic relief by way of rent, mortgage or utility payment assistance, to qualifying residents in Columbia County experiencing loss of income or other economic hardship as a direct result of COVID-19; and

WHEREAS, CARES Act funds must be expended by December 30, 2020; and

WHEREAS, due to the magnitude of the administrative needs necessary to implement programs in accordance with the CARES Act, the County has sought assistance from Catholic Charities of Lake City to provide management assistant services as it relates to the County’s Individual Assistance Program; and

WHEREAS, as a result of COVID-19, exigent and emergency circumstances currently exist as which warrant a non-competitive procurement of the services to be provided by Contractor as permitted by 2 CFR § 200.320(f)(2); and

WHEREAS, pursuant to the Board of County Commissioners Purchasing Policies and Procedures, the County is procuring the services through a sole source procurement. A copy of the County's single source justification is included as Attachment "A"; and

WHEREAS, the County has conducted an analysis and determined the cost for services to be reasonable and that the only prudent mechanism for the provision of these services has been determined to be on a per application basis; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County on a per application basis, at a rate of One Hundred Dollars (\$100.00) per application, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), as further detailed below; and

WHEREAS, the County will provide Contractor with a Fifty Thousand Dollar (\$50,000.00) cash advance, from which, Contractor will issue authorized payments directly to approved entities pursuant to the Individual Assistance Program Eligibility and Processing Guide, attached hereto as Attachment "B"; and

WHEREAS, the Board of County Commissioners finds it to be in the best interest of the public to partner with Catholic Charities of Lake City to administer and implement the Individual Assistance Program, for the purpose of providing expedited economic relief to Columbia County residents, in accordance with the terms outlined herein:

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, Columbia County and Contractor do hereby agree as follows:

1. **Recitals and Attachments**. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Single Source Justification

Attachment "B" – Individual Assistance Program Eligibility and Processing Guide

Attachment "C" – Special Conditions – Additional Federal Requirements

Attachment "D" – FDEM Agreement

2. **Term of Agreement**. This Agreement commences and takes effect on July 31, 2020, and will expire on December 30, 2020, or when the COVID-19 CARES relief funds allocated for the Individual Assistance Program are exhausted, re-allocated by the County, or unless otherwise extended by the parties pursuant to authorization from the State of Florida. The terms of Section 6 shall survive termination of this Agreement.
3. **Contractor Obligations**. Contractor hereby agrees to perform the following obligations:
 - A. Contractor shall assist in the application intake, review, and eligibility determinations in accordance with the County's established program guidelines which are attached hereto as Attachment "B".

- B. Contractor shall develop and utilize a County CARES Fund Individual Assistance Application, subject to the County's review and approval, and post it on Contractor's website. The application provided on Contractor's website shall be ADA compliant. Contractor shall provide the hyperlink to the application to the County, as well as to Catholic Charities of Lake City.
- C. Contractor shall require that all applicants submit an application. All applications must be saved with Last Name, First Initial, ie. Smith, J.
- D. Contractor shall keep an electronic file on each household they are assisting, which shall include the application and all other required documentation.
- E. Upon receipt of an application, Contractor must contact the applicant to explain the additional documentation needed.
- F. Once all documentation is received and verified for eligibility, Contractor will process checks directly to the utility company, mortgage company, or landlord, on behalf of the applicant, in an amount of \$3,000 or less. Under no circumstances shall checks be issued directly to individual applicants.
- G. Payments issued by Contractor on behalf of the County pursuant to the Individual Assistance Program Eligibility and Processing Guide, attached hereto as Attachment "B", shall be funded by the Fifty Thousand Dollar (\$50,000.00) cash-advance provided by the County as set forth in Section 4(E). In the event the funds of the cash-advance described herein are not exhausted at the time of expiration or termination of the Agreement, Contractor shall immediately return the fund balance to the County.
- H. In the event that the Fifty Thousand Dollar (\$50,000.00) cash-advance described in Section 4(E) is exhausted, Contractor may submit requests to the County for additional funds, on a weekly basis, based upon approved applications. Upon receipt of Contractor's request, the County shall, at its sole discretion, transmit funds to Contractor for payment of benefits for those approved applications submitted by Contractor.
- I. A copy of any and all checks issued, along with an approval form, must be kept in the applicant file.
- J. A copy of any and all checks processed by Contractor shall also be forwarded to United Way of Suwanee Valley.
- K. In the instances wherein rent assistance is being provided, the Contractor will ensure that the applicant's landlord is the correct party being paid by first obtaining a W-9 and proof of ownership.
- L. Contractor shall utilize the approval form provided by the County, which will include the amount being paid, and to whom, as well as account numbers for utility companies, where applicable. This form must be maintained in the applicant file.
- M. Contractor shall work collaboratively with the County in carrying out the roles, responsibilities, program guidelines, and program process.
- N. Contractor shall abide by the Individual Assistance Program Eligibility criteria set forth in Attachment "B".

- O. Contractor shall abide by the Individual Assistance Program Processing Guide set forth in Attachment “B”.
- P. Contractor shall comply with the special conditions attached hereto as Attachment “C” as well as all other applicable local, state, and federal laws, rules, regulations, and policies, as well as the FDEM Agreement attached hereto as Attachment “D”, and any amendments thereto, in performing under this Agreement. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse the Contractor from compliance with same to the extent such law, rule, regulation, or policy is applicable to the Contractor’s performance under this Agreement.
- Q. Contractor shall maintain a County Spending Google Doc that will list all applications received, the date the application was received, the status of the application, the amount of the benefit awarded (if applicable), what company, landlord, or entity the check was issued to, the date the check was issued, and any other data the County may deem necessary. Contractor shall update the report at regular intervals to ensure that the data being maintained is current. The Contractor shall provide the County with access to the County Spending Google Doc upon the County’s request.
- R. Contractor shall coordinate with Catholic Charities of Lake City in order to receive copies of all invoices sent by Catholic Charities of Lake City pursuant to the Individual Assistance Program, in order to document and update the County Spending Google Doc.
- S. To establish and maintain all documents (including those in electronic storage media) in accordance with generally accepted accounting procedures and practices. Such documents shall reflect all funds received and expended which were provided by County under this Agreement. These documents shall be subject, at all reasonable times, to inspection, review, copying, or audit by the state or other persons authorized by the County. All interactions with the applicant shall be entered in the local homeless management information system (HMIS) within 48 hours, for the continuum of care in conformance with state and federal law in order to avoid duplication, including but not limited to:
 - (i) Adhere to the 2020 Data Standards
 - (ii) All activities (client profile, assessments, notes, entry/exit, service transactions, case management, financial assistance) entered into HMIS within 48 hours of the service (2 business days)
 - (iii) Make sure all HMIS assessments are complete
 - (iv) Complete interims & follow-ups
 - (v) Exiting destination must be provided
- T. Ensure all staff who are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards. *See section 4.14 Employment Screening, page 7, in the Unified Homeless Contract.*

4. **County Obligations.** County hereby agrees to perform the following obligations:

- A. Provide Contractor with program eligibility requirements, and any amendments thereto in a timely manner.

- B. Work collaboratively with Contractor in carrying out the roles, responsibilities, and technical aspects of the Individual Assistance Program.
 - C. Review Contractor denial recommendations and make final denial determinations at the County's full discretion.
 - D. Process Contractor's invoices for services in accordance with the Florida Prompt Payment Act.
 - E. Within (15) days of execution of the Agreement, County will provide Contractor with a Fifty Thousand Dollar (\$50,000.00) cash advance, from which, Contractor will issue authorized payments directly to approved entities pursuant to the Individual Assistance Program Eligibility and Processing Guide, attached hereto as Attachment "B".
5. **Compensation:** During the term of the Agreement, or until allocated funds for the program are exhausted, or reallocated by the County, the County agrees to pay the Contractor One Hundred Dollars (\$100.00) for each application that is received, submitted, processed, and reviewed by the Contractor, for a total amount of compensation under this Agreement not to exceed Fifty Thousand Dollars (\$50,000.00).

Compensation of One Hundred Dollars (\$100.00) per application is deemed fair and reasonable based on hourly operational costs and average time to process an application, times the employee costs of the reviewer. (Attachment "B").

- A. The Contractor shall invoice the County for services on a bi-weekly basis, to be received by the County no later than noon on the Friday required for that submission period. The invoice shall consist of a cover letter requesting payment, signed by an authorized Contractor representative, a list of applicants and total spent for each, along with all supporting documentation relevant to the amount invoiced in a manner and form acceptable to the County.
- B. The County shall reimburse subcontractor for allowable expenditures incurred pursuant to the terms and conditions specified in this Agreement. Payment shall be contingent upon receiving and accepting the invoice and all required reports and supporting documentation.

6. **Termination:**

- A. Termination for Cause.
 - i. By County. The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the Contractor in this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Contractor to comply with the terms and conditions of this Agreement. Prior to termination, the County shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the County regarding the reason(s) for termination.
 - ii. By the Contractor. The Contractor may terminate this Agreement for cause at any time if the County fails to fulfill any of its responsibilities or obligations under this Agreement. Prior to termination, the Contractor shall provide fifteen (15) days written notice of its intent to terminate

setting forth the reasons for such termination, and shall provide the County an opportunity to consult with the Contractor regarding the reasons for termination.

- B. Termination for Convenience. The County or the Contractor may terminate this agreement for any reason, or for convenience by providing written notice to terminate thirty (30) days in advance of the termination effective date. Notice shall not be required if otherwise agreed by both parties.
- C. Termination due to Unavailability of Funds. In the event the FDEM Agreement is terminated by FDEM or the funding contemplated under the FDEM Agreement is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to the Contractor.

7. Records; Access to Records and Personnel

- A. The Contractor shall retain all records generated under this Agreement for a minimum of five (5) years from the termination date of this Agreement.
- B. The Contractor shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Contractor shall keep and maintain public records generated by the Contractor in association with its performance of this Agreement.
- C. This Agreement may be unilaterally canceled by the County for refusal by the Contractor to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.
- D. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (386) 758-1326, BY EMAIL AT JCREWS@COLUMBIACOUNTYFLA.COM, OR AT THE MAILING ADDRESS BELOW.**

**Columbia County
PO Box 1529
Lake City, FL 32055-1529**

- E. The Contractor acknowledges and agrees that the County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- F. The County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Contractor and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.
 - G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.
 - H. The Contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
8. **Agency Contacts:** The following person(s) shall serve as the point of contact for each party for the purpose of administration of this agreement:

For the County:

Ben Scott
 County Manager
 Columbia County Board of County Commissioners
 PO Box 1529
 (386) 719-1452
 ben_scott@columbiacountyfla.com

For the Contractor:

Suzanne Edwards
 Regional Director
 553 NW Railroad Street
 Lake City, FL 32055
 (386) 754-9180
 suzanne@catholiccharitieslakecity.org

9. **Lobbying Prohibition:** Contractor certifies 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. Contractor further certifies that it has and will continue to comply with the anti-lobbying provisions of Section 216.347, Florida Statutes, and 2 C.F.R. 200.450 covered by 31 U.S.C. § 1352.

10. **Debarment and Suspension:**

- A. This agreement 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 neither 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).
- B. 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.
- C. This certification is a material representation of fact relied upon by the County. 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 DeSoto County Board of County Commissioners and

Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The Contractor 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 contract is in effect.

11. Procurement of Recovered Materials:

- A. In the performance of this agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (1) Competitively within a timeframe providing for compliance with the agreement performance schedule and requirements; or (2) at a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>."

12. Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms:

Contractor shall take the following steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are used whenever possible when funds under this agreement are used to procure goods or services –

- A. Place small and minority businesses and women's business enterprises are placed on solicitation lists and are solicited whenever possible,
- B. Divide total requirement whenever economically feasible into smaller tasks or quantities,
- C. Establish delivery schedules which encourage participation by small and minority businesses and women's business enterprises, and
- D. Use the assistance of the Small Business Administration and Minority Business Development Agency as appropriate.

The requirements outlined above do 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 affirmative steps identified above.

13. Subcontracting:

- A. The Contractor may subcontract work under this Agreement as necessary without the prior written consent of the County, subject to all conditions or limitations imposed by applicable state and federal law and Section 9 hereof concerning debarred/suspended contractors. The Contractor shall ensure that any subcontract agreements contain all of the federally required terms and conditions contained in this Agreement, and Attachment C hereto. Regardless of any subcontract, the Contractor is ultimately responsible for all services undertaken by subcontractors under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by

the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Subcontractor Determinations and Monitoring. In selecting and monitoring subcontractors, the Contractor shall comply with 2 C.F.R. §§ 200.330-332. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance.

14. **Miscellaneous Provisions.** County and Contractor hereby agree:

- A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.
- B. Execution in Counterparts. This Agreement, and any Amendments thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.
- C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.
- E. Contractor shall disclose to County in writing any possible or actual conflict of interest or apparent improprieties. Once the conflict is received from subcontractor, the Columbia County will then render an opinion, which shall be binding on all parties.

- 15. **Indemnification.** Contractor shall indemnify and hold harmless County and its past, present and future employees, contractors, agents, officials, and Board of Commissioners from and against any and all claims, damages, costs, expenses, penalties, forfeitures liabilities, losses and causes of action (including, without limitation, attorneys fees and costs during negotiation, through litigation and all appeals therefrom) which may arise out of actions or negligence, in whole or in part of Contractor, its officers, employees, agents, subcontractors, or assignees in the direct or indirect fulfillment of this Agreement. Subcontractor shall pay all claims and losses of any nature in connection therewith and shall defend all suits and shall pay all costs and judgments which may issue thereof. Continuous adequate liability coverage shall be maintained by the subcontractor during the existence of this grant agreement. Upon the

execution of the subcontractor agreement, the subcontractor shall furnish Columbia County written verification supporting both the determination and existence of such insurance coverage.

16. **Acknowledgement**. Contractor acknowledges receipt of County's contract with the State of Florida, the FDEM Agreement attached hereto as Attached "D", and agrees it will comply with all requirements as stated therein in such a way to prevent County from being in default under such Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized this _____ day of _____ 2020.

FOR THE COUNTY:

ATTEST:

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS:

P. DeWitt Cason, Clerk of Courts

Toby Witt, Chairman

Approved as to form and legal sufficiency

Joel Foreman, County Attorney

FOR THE CONTRACTOR:

CATHOLIC CHARITIES LAKE CITY

Suzanne Edwards, Regional Director

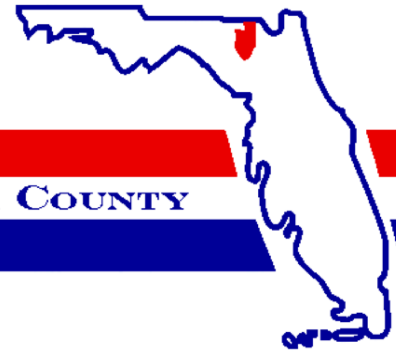
WITNESS:

Signature

Print Name

Attachment “A”
Single Source Justification

District No. 1 - Ronald Williams
District No. 2 – Rocky Ford
District No. 3 - Bucky Nash
District No. 4 – Toby Witt
District No. 5 – Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners

FR: Ben Scott, County Manager *Ben Scott*

DATE: July 23, 2020

RE: Sole Source for CARES Act Individual Assistance

Staff is recommending sole sourcing the CARES Act Individual Assistance Program management with United Way of Suwannee Valley and Catholic Charities of Lake City. These organizations provide currently provide case management for individuals in need and will be able to coordinate benefits from other programs with those provided through the CARES funding.

The United Way has been recognized by HUD and DCF as the lead agency for the homeless coalition for the four county service area of Columbia, Hamilton, Suwannee, and Lafayette since 2005.

The United Way applies for and receives approximately 1.1 million dollars from 17 different sources/grants for services related to homelessness from a combination of state and federal grants. Of this, the United Way subcontracts approximately \$280,000 to other agencies and manages the remaining in-house. Catholic Charities is one of the agencies that the United Way subcontracts with to provide services. Only about 75% of these total dollars provide funding to cover case management responsibilities which includes a portion for financial assistance. The United Way provides over nearly 85% of the direct case management and housing assistance in the four county service area of Columbia, Hamilton, Suwannee, and Lafayette.

**BOARD MEETS FIRST THURSDAY AT 5:30 P.M.
AND THIRD THURSDAY AT 5:30 P.M.**

The United Way's Homeless Coalition has a coordinated entry system (CES) in place that screens all applicants and determines which program, if any, the applicant qualifies. Over 90% of the screening is done by United Way staff. These applicants are entered into a database called the Homeless Management Information System (HMIS). All who subcontract with the United Way as well as a few other agencies are required to enter information into this system in order to avoid duplication. This system is managed and monitored for data accuracy and integrity by the United Way. Both the CES and HMIS systems are funded by federal HUD grants.

When funding is available, the qualifying applicant is then referred to a case manager. The United Way has four case managers and Catholic Charities has one. These case managers provide not only financial assistance but case management to assist the client in becoming self-sufficient. The case managers and the United Way have relationships with landlords throughout the area and maintain detailed list of landlords in order to assist clients.

The United Way has protocols in place to collect a variety of information in order to meet HUD guidelines. These include collecting W-9's from landlords. The United Way also has best practices in place for paying local utilities and rent in a timely manner. The checks are cut in house and all spending follows required accounting principles.

Attachment “B”
Individual Assistance Program Eligibility and Processing Guide

Individual Assistance Program Eligibility and Processing Guide

I. Individual Assistance Program - Eligibility

1. Only one application file per household.
2. Applicant must demonstrate loss of income or other economic impact as a result of Covid-19.
3. Applicant's total household income must be less than \$75,000.
 - Income on the date of application is what is to be used for income eligibility.
 - If the Applicant has zero income because of job loss or furlough, then they are presumed to be eligible, so long as their total household income is less than \$75,000.
 - If the Applicants work hours were reduced and their income is less than the \$75,000 then the household is eligible.
 - Any job loss related to Covid-19, where the Applicant is not being paid while on furlough, is presumed to be eligible, so long as their total household income is less than \$75,000.
 - If the household is receiving or eligible to receive (as documented by approval letter) unemployment benefits they are presumed eligible, so long as their total household income is less than \$75,000.
4. Applicant must not have received the maximum \$3,000 assistance amount under the County's Individual Assistance Program.
 - Applicants may re-apply for assistance if they demonstrate continued need, and if that have not exhausted the maximum assistance amount of \$3,000.
 - No Duplication of Benefit. Applicants must not have received or anticipate receiving funds to cover the mortgage/rent/utility expense(s) for which they are now seeking assistance from the County pursuant to this Individual Assistance Program from any other private, local, state, or federal program, including but not limited to other CARES Act programs, the SHIP Program, unemployment benefits, or private insurance.
 - All Applicants will be required to submit a signed certification under penalty of perjury to this effect.
5. No payments will be made for household expenses other than rent, mortgage, phone, cable, internet or electric.
6. Applicant must reside in Columbia County.
7. Documents Required:
 - **Photo ID:** for head of household and Applicant
 - **Proof of County Residency**
 - **Income Documentation for all Household members over 18 years of age.**
 - **Proof of Income Loss due to COVID-19** including, but not limited to, (1) Employer notice of reduced hours, furlough, or layoff (2) Two paystubs that show reduction in income, (3) unemployment statement, or (4) a professional license if in personal services industry deemed non-essential.
 - **Lease OR Most Recent Mortgage Statement in applicant's name**
 - **Most recent electric, phone, cable, internet bills in applicant's name.**
8. Applicants that have received mortgage forbearance shall be required to provide additional documentation from their mortgagee detailing the terms of the mortgage forbearance. Whether an applicant whose mortgage is in forbearance will be deemed eligible for assistance with their mortgage payment will be evaluated on a case by case basis.

II. Individual Assistance Application Processing Guide – Submission

Applicants will submit applications via an online portal if possible.

Note: Some applications will be submitted via paper; those applications will be manually input into the system and assigned along with all other applications.

New applications will be assigned to one of the Contractor's processors as they are submitted. Contractor will review of the application and documentation to verify eligibility.

The Contractor shall:

1. Review each document submitted to ensure it is sufficient to verify eligibility.
2. Annotate the file by identifying any missing documentation.
3. Compare the information reported in the application to the documents that the applicant has provided.
 - a. Review to ensure that the Applicant documentation matches the household information reported on the application.

Without exception, the following documents shall be required to be in every Applicant file:

- ☐ **Photo ID:** for head of household and Applicant
- ☐ **Proof of County Residency**
- ☐ **Income Documentation for all Household members over 18 years of age.**
- ☐ **Proof of Income Loss due to COVID-19** including, but not limited to, (1) Employer notice of reduced hours, furlough, or layoff (2) Two paystubs that show reduction in income, (3) unemployment statement, or (4) a professional license if in personal services industry deemed non-essential.
- ☐ **Lease OR Most Recent Mortgage Statement in applicant's name**
- ☐ **Most recent utility bills in applicant's name:** May include water and/or electric.

- b. Duplication of Benefit. Applicants shall be required to answer the following:

Have you received or do you anticipate receiving any other local, state, federal, or private financial assistance related to the impacts of COVID-19 (including but not limited to unemployment benefits, funding through any other CARES Act program, or private insurance)? ____ Yes, ____ No

If yes, enter the total amount of funds that were received or that you anticipate receiving \$ _____ and fill in the following information:

Source of Funds # 1

Purpose (Bill): _____ Amount: \$ _____

Provider's Name: _____

Address: _____

Source of Funds # 2

Purpose (Bill): _____ Amount: \$ _____

Provider's Name: _____

Address: _____

(Repeat for all other sources of funding received)

Did the amount received or that you anticipate receiving from other sources cover all rent, mortgage, and/or utility expenses that you incurred as a result of COVID-19 for which you are now seeking assistance from the County pursuant to the County's Individual Assistance Program? ____ Yes, ____ No ____

- c. Review to ensure that income reported in application matches the income documentation submitted.
 - Income documentation for all household members that are over the age of 18 may be present. If a household member has listed ZERO income, we need some sort of written explanation or self- declaration for this.
 - d. Review the information reported in the application and ensure that everything matches the documentation that was uploaded.
 - If the Applicant provides information for utility bills, but did not upload that bill, Processor may proceed with payment for rent or mortgage, but NOT utilities.
 - If the Applicant is applying for assistance with their mortgage, an executed "Mortgage Holder Release of Information Form" may be requested, if needed.
 - e. Ensure that Applicant selected any and all certification/acknowledgment boxes and has electronically signed the application.
4. If documentation appears to be missing, *or if the documentation is insufficient to verify eligibility*, place the application in a pending status for processing later.
 5. If processing a pended application, contact the Applicant and advise them of the information needed and provide a deadline by which they must submit documentation.

NOTE: Applicants that fail to submit required documentation by given deadline will be denied.

If the file is missing any documentation, needs clarifying information, or the Applicant needs to update any information, Contractor shall change the application status to pending.

III. Individual Assistance Application Processing Guide – Application Denial

Applications may be denied for one of the follow reasons:

- ☐ Applicant's household income exceeds \$75,000.
- ☐ Applicant's household income was not negatively impacted by the Covid-19 health crisis.
- ☐ Applicant has already received the \$3,000 maximum benefit.
- ☐ Applicant has received or anticipates receiving funds to cover the expense(s) for which Applicant is now seeking assistance from the County pursuant to this Individual Assistance Program from any other private, local, state, or federal program, including but not limited to other CARES Act programs, unemployment benefits, or private insurance.
- ☐ Applicant did not provide the information needed to process the application within the required time.
- ☐ Applicant are not a resident of Columbia County.

IV. Individual Assistance Application Processing Guide – Application Approval and Payment

If the application is complete and the Applicant qualifies, a request for payment will be made so the Applicant's bills can be paid.

Payments shall be made to Utility/Rent/Mortgage providers and in no case will payment be made directly to an Applicant.

The maximum amount of assistance is \$3,000. If the Applicant has requested more they will need to pay the difference.

Contractor shall advise the Applicant that if they requested more than \$3,000, the County will only pay the max of \$3,000, and clarify with the Applicant whether the assistance should be applied to the balance of their rent/mortgage first.

If the Applicant needs less than \$3,000, the County will provide the minimum necessary to ensure their past due and current bills are paid. For example: the Applicant's total rent and utility amount is only \$1,000, the County will only pay \$1,000.

Fiscal Review for Denied Files

1. The County will review all potential denials.
2. The Contractor should state the reason for the proposed denial. i.e. Over income, not a Columbia County resident, etc.
3. If denied, the County will prepare a Denial letter indicating the reasons for denial. The Applicant may reapply for assistance if these reasons can be addressed.
4. If the application should not have been denied, it shall be resubmitted for processing.

Fiscal Review for Approved Files

1. Review and note of the amount being requested for each category.
2. Contractor MUST confirm that the application and documentation aligns with the amounts requested in the draw.
3. If documents are missing or the application does not match the draw, application will be resubmitted for processing or denied. The Contractor will need to work with the Applicant to resolve the issue within seven (7) days from the date of notification of the deficiency. Once the deficiency has been resolved, the Contractor must approve and submit the draw for fiscal review.

Attachment “C”

Special Conditions – Additional Federal Requirements

Federal Requirements

In performing under this Agreement, Contractor and its subcontractors shall comply with the following federally required special conditions, which are hereby incorporated into this Agreement by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the County.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment “1” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 identify, or national origin. Such action shall include, but not be limited to, the following: 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.

(2) 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, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it 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.

(4) 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.

(5) 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.

(6) 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.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

Federal Non-Discrimination Provisions

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"

10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

Attachment 1

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] _____ 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 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 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 contractors 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment “D” – FDEM Agreement

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 **Columbia 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 **Columbia County** is in the amount of **\$3,127,164.00.**

(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: Ben Scott County Manager
Date: 6/24/2020
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 Columbia 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:  Ben Scott
Name and title: _____
Date: 6/24/2020

Attachment A - CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, **Columbia 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, **Columbia 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: 6/24/2020

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