



## 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: 11/12/2020 Meeting Date: 11/19/2020

Name: Carson Palmer Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink that reads "Ben Scott".

### 1. Nature and purpose of agenda item:

CARES Act Agreement Between Columbia County and Lake City, FL

### 2. Recommended Motion/Action:

To Approve Agreement

### 3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 125-1000-564.8101

**CARES ACT GRANT AGREEMENT BETWEEN COLUMBIA COUNTY  
AND  
LAKE CITY, FLORIDA**

**THIS CARES ACT GRANT AGREEMENT** (hereinafter referred to as “Agreement”) is entered into by and between **COLUMBIA COUNTY**, a political subdivision of the State of Florida, whose primary address is 135 NE Hernando Avenue, Lake City, Florida 32055 (hereinafter referred to as the “County”), and **LAKE CITY, FLORIDA**, a Florida Municipal Corporation, whose principal address is 205 North Marion Avenue, Lake City, Florida 323055 (hereinafter referred to as “Grantee”), to provide for a grant award to Grantee made available through CARES Act Funding Agreement No. Y2290 between the County and the State of Florida Division of Emergency Management (hereinafter referred to as “FDEM”). Collectively, the County and the Grantee shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) is an infectious acute respiratory illness capable of spreading rapidly among humans and capable of causing severe illness and death; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on or about March 27, 2020, the President of the United States signed into law the *Coronavirus Aid, Relief, and Economic Security Act*, Public Law 116-136, (hereinafter referred to as the “CARES Act”) to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic; and

WHEREAS, Title V of the CARES ACT established the “Coronavirus Relief Fund” and appropriated \$150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, utilizing a population-based formula described in the CARES Act, the State of Florida was allocated \$8.328 billion, of which amount 55% (\$4.58 billion) was reserved for the state and 45% (\$3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population; and

WHEREAS, on June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to \$1.275 billion in Coronavirus Relief Funds to counties with a population below 500,000 using a phased approach through FDEM; and

WHEREAS, on or about June 17, 2020, the County and FDEM entered into FDEM CARES Act Funding Agreement No. Y2290 providing Coronavirus Relief Funds to the County either directly or on a reimbursement basis and pursuant to which the County may provide for the sub-award of such funds to eligible Grantees, including Grantee; and

WHEREAS, the County anticipates entering into one or more future amendments and/or agreements with FDEM providing for the remainder of the County's Coronavirus Relief Fund allocation to be provided to the County on a reimbursement basis; and

WHEREAS, Grantee is a municipal corporation of the State of Florida and was adversely impacted by the COVID-19 public health emergency; and

WHEREAS, the purpose of this Agreement is to provide for a grant award to assist Grantee with funding necessary expenses incurred due to the COVID-19 public health emergency; and

WHEREAS, the County finds, declares, and determines that the provision of the grant funding provided herein to Grantee is a necessary expenditure incurred due to the COVID-19 public health emergency.

**NOW, THEREFORE,** in consideration of the promises and the mutual benefits to be derived herefrom, the County and the Grantee do hereby agree as follows:

#### **SECTION 1. RECITALS.**

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

#### **SECTION 2. GENERAL.**

Grantee does hereby agree to fully comply with the terms and conditions set forth in this Agreement and all attachments and exhibits hereto, FDEM CARES Act Funding Agreement No. Y2290, and all future amendments and/or agreements entered into between the County and FDEM governing distribution of the remaining 75% of the County's Coronavirus Relief Fund allocation (collectively, such agreements shall hereinafter be referred to as the "FDEM Agreements") (hereinafter the "FDEM Agreement"), Title V of the CARES Act and all implementing rules, regulations, and guidance related to same, and all other applicable federal, state, and local laws, rules, regulations, and guidance.

#### **SECTION 3. TERM.**

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until December 30, 2020 (the "Termination Date") unless extended by the County or terminated earlier in accordance with Section 9 hereof, except that the provisions contained within Sections 6 and 13 shall survive the termination of this Agreement.

B. All references to days herein shall refer to calendar days unless otherwise indicated.

#### **SECTION 4. GRANT AWARD.**

A. Subject to the terms and conditions of this Agreement, within twenty (20) days of the Effective Date of this Agreement, the County shall pay the Grantee TWENTY SEVEN THOUSAND SIX HUNDRED NINETY NINE DOLLARS AND SEVENTY ONE CENTS (\$27,699.71) as a grant to assist Grantee with necessary expenditures incurred due to the public health emergency. Supporting documentation substantiating such expenditures is attached hereto as Exhibit “A.” Grantee hereby certifies and affirms that such expenditures:

1. were necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. were not accounted for in the Grantee’s budget most recently approved as of March 27, 2020;
3. were incurred between March 1 and December 30, 2020; and
4. are otherwise in accordance with the terms and conditions of this Agreement, the FDEM Agreement, Title V of the CARES Act, and all other applicable laws, rules, regulations, and guidance.

B. Duplication of Benefit. Grantee hereby certifies and affirms that the costs and expenses to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Grantee, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other Non-Title V CARES Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Grantee’s responsibility and obligation to implement processes and procedures to ensure compliance with this paragraph. Grantee acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. In the event that the Grantee recovers costs incurred under this Agreement and reimbursed by the County from another source, the Grantee shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the County by the Grantee.

## **SECTION 5. PAYMENTS TO GRANTEE SUBJECT TO AVAILABILITY OF FUNDS.**

The County’s performance and obligation to pay Grantee under this Agreement is expressly contingent upon the County’s actual receipt of applicable funding from FDEM. Authorization for continuation and completion of the projects and/or activities described in the SEP and payment associated therewith may be rescinded by the County at its discretion, upon proper notice to Grantee, if the funding from FDEP contemplated under this Agreement is reduced or eliminated.

## **SECTION 6. REMEDIES; FINANCIAL CONSEQUENCES.**

In the event FDEM, Department of the Treasury, or such other state or federal entity having jurisdiction at any time demands the return of funds paid to Grantee pursuant to this Agreement following a state or federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable, Grantee shall be solely liable for any such amounts and shall return the full amount of the funds in question to the County promptly upon demand. If Grantee fails to comply with its obligation to return funds pursuant to this paragraph, the County may withhold future requests for reimbursement to Grantee under this Agreement or any other Agreement between the Parties or pursue any other remedy described in paragraph (B) above or available at law or in equity.

## **SECTION 7. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.**

The Grantee agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.

B. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

## **SECTION 8. COMPLIANCE WITH LAWS.**

The Grantee shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations 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 Grantee from compliance with same to the extent such law, regulation, or policy is applicable to Grantee's performance under this Agreement.

#### **SECTION 9. NON-DISCRIMINATION; AFFIRMATIVE ACTION.**

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Grantee and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination.

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists).

D. Affirmative Action. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Grantee's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Grantee and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Grantee agrees to use affirmative steps, and to require its subcontractors and sub-Grantees to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Grantee shall document its efforts made to comply with the requirements of this paragraph. The Grantee shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

8. The requirement outlined in subparagraphs (1) through (5) above 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.

9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Grantee must take; the requirements do not preclude the Grantee from undertaking additional steps to involve small and minority businesses and women's business enterprises.

10. 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 Grantee 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").

#### **SECTION 10. DEBARMENT/SUSPENSION.**

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.. The Grantee is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award

under this Agreement. The Grantee shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed under this Agreement.

#### **SECTION 11. PROCUREMENT OF RECOVERED MATERIALS.**

Grantee shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **SECTION 12. AMENDMENTS.**

All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

#### **SECTION 13. RECORDS; ACCESS TO RECORDS AND PERSONNEL.**

A. Grantee shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Grantee 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. Grantee shall keep and maintain public records generated by the Grantee in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the County for refusal by the Grantee to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'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.**

P. O. Box 1529, Lake City, Florida 32055



E. The Grantee 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 Grantee's personnel for the purpose of interview and discussion related to such documents. In the event any work is subawarded or subcontracted, the Grantee shall similarly require each sub-Grantee and 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 Grantee 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 Grantee 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.

#### **SECTION 14. MISCELLANEOUS.**

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 or Change Orders 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. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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. Venue. Venue for any litigation arising from this Agreement shall be in Columbia County, Florida.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed, the day and year last written below.

**COLUMBIA COUNTY,  
FLORIDA**

**LAKE CITY, FLORIDA**

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Attest:

Attest:

By:\_\_\_\_\_

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**EXHIBIT A**  
**SUPPORTING DOCUMENTATION**

## CERTIFICATION REGARDING USE OF FUNDS

I, \_\_\_\_\_, in my capacity as Chief Executive for the Grantee, hereby certify and affirm that the funds to be provided to Grantee under this Agreement, whether directly or on a reimbursement basis, shall only be used to cover those costs that:

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

(2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the Grantee; and

(3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020, or such earlier date as may be provided in the Agreement.

I further certify and affirm that delivery of all goods and performance of all services for which reimbursement is sought has occurred on or before December 30, 2020.

### GRANTEE

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

