

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/29/2021

Contract/Lease Control #: C20-2962-BCC

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: THE INTEGRITY GROUP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/24/2020

Expiration Date: 12/31/2022

Description of: MANAGEMENT & ASSISTANT SERVICIES RELATED TO CARES ACT

Department: BCC

Department Monitor: AGREEMENT

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

CONTRACT#: C20-2962-BCC
THE INTEGRITY GROUP
MANAGEMENT & ASSISTANT SERVICES
RELATED TO CARES ACT
EXPIRES: 12/31/2022

Date: March 30, 2021
Company The Integrity Group
Attn: Gary Yates
Address 2120 Killarney Way
City, St, Zip Tallahassee, FL 32309
RE: Mgt & Asst Services to Cares Act

Dear Mr. Yates

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C20-2962-BCC for an additional term. The contract renewal period will be 01/30/2021 to 12/31/2022. The annual budgeted amount for this contract is \$320,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director
Signature: [Signature]

Date: 4/29/21

Approved By: _____
(as prescribed below on item 1)

Date: _____

Approved By: _____
(as prescribed below on item 1)

Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: The Integrity Group

Approved By: Gary Q. Yates

Title: Senior Partner

Date: 3/30/21

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



Okaloosa County Rental Assistance Program
Task Order 2 – March 16, 2021

- I. Overall Task:** Complete Turn-Key Administration and Support for the first half of Okaloosa County Emergency Rental Assistance Program (OCERAP) from initial customer interactions about the program through the completion of applications submittals. This overall consultant task shall not include the following:
- Will not be required to review/process applications once deemed complete by County Staff.
 - Would not qualify/determine eligibility of completed applications/grant awards.
 - Will not be required to do income follow-up/recertification for continued assistance.
 - Promotion and advertising. This shall be performed by the County with the exception of anything specifically described herein.
- II. Approach:** The assigned task shall generally be completed over the remainder of 2021 with a public program launch date of April 5th with preparation prior to that date. The Contractor is expected to follow and implement all subtasks with County input and subject to final county approval. The program will have an electronic application process that can be accessed through a variety of locations via a shared link. Additionally, a parallel paper application process must be made available for those with limited internet access with input by the contractor into the system. The parties shall work together to roll out the program and ensure all program guidelines are met. Should additional time and funding be granted by Congress the parties may work together to amend this task order to adjust the schedule timelines.
- III. General Process Overview**
- The program processing system will operate like an hourglass with Integrity essentially operating the top half of the hourglass from receipt of the application all the way through application completion.
 - As the Integrity Group deem applications complete they will submit them with an application checklist to the County Attorney's Office for final sufficiency review/quality control (Center of Hourglass). Complete applications will be uploaded into the County's Onbase system for qualification review. Incomplete applications will be returned to Integrity Group for potential correction, as needed and if correction is possible. Any notes and contacts in the Integrity system must be captured as a pdf in order to follow the application information to NGN.
 - Once in the County's Onbase system, applications will be reviewed by County Housing Staff. Those applications if approved will be processed for payment. If denied a reason will be given and if correctable it may be referred back to Integrity case manager for potential resubmittal.

IV. Consultant Sub Tasks/Coordination/Performance Expectations:

1. In-Person Application Assistance - Handle in Person Appointments twice a week for April at County (Tuesday and Thursday – One North and One South) and Once a week thereafter (Wednesday). Generally, they shall be 8 hours per day (April -July) but may be shortened to 4hrs (August-Sept) over time.

2. Outreach - We would like to set up 4 in-person 4 virtual open webinar classes to landlords and tenants on how to participate in the program. The classes locations and times would be coordinated with the County. These would be setup on different days than the in-person obligations above and would be frontloaded in the early months with virtual classes for ending months.

3. Assistance - Operate an email and phone hotline for application assistance. The hotline should have a voicemail. We want someone actively handling calls and responding to emails in a timely manner. This would be through the new application process. As separate email and phone number would be set up for continued assistance.

4. Active Case Management - We want Integrity actively following up with applicants to complete application until application is complete and submitted for consideration or until it runs its course and applicant indicates they are no longer pursuing application. A contact log with notes should be kept and must be tied to each applicant. We do not want a simple single reply email, but multiple emails and phone calls to include one-on-one phone appointments if necessary. Some initial incomplete applications that are denied may be returned to Integrity for additional information and resubmittal.

5. Finalize Applications/Criteria – This should be a minor task for Integrity. County staff is working to finalize criteria and an application. Consultant will help clarify/fine tune for application portal. Attached is the current program criteria as approved by the Board of County Commissioners.

6. Prepare Online Process complete with fillable applications and forms for submittal and process. Portal for online applications. Essentially this will be a series of decision tree questions much like an online tax service. i.e. if you answer yes it may lead to next step, if you answer no it may lead to additional questions.

7. Program informational Material – The consultant will develop:

a. A linkable website landing page with input and subject to approval from the County. The goal would be to utilize this landing page for the portal and multiple websites around the County to get the word out.

b. The Consultant would provide a Q &A for common issues for the program for use on the portal and to the County's use in promoting and other outreach/entities. The County will provide input into Q and A and approve and may seek adjustments over time as issues develop.

c. Although the Consultant will not handle continuing assistance, the consultant will host on the portal any applicable links, forms, contact info and similar information related to program for continuing assistance. Those forms could still be routed through the portal.

d. Lastly, the consultant will develop a trifold paper brochure for the County's use to distribute in hard copy and email out as PDF in order to increase public awareness of the program. It generally will include details about the program and the program phone number, email, and website. The consultant will work with County staff and obtain County approval on a final product.

8. Portal with status - should remain active through application period and beyond - through January 2022. Applicants should be able to see status from application setup through application completion. The status categories will be finalized with County staff, but below are examples and who might change the status.

Application Status - Categories and Responsible

- Application Account Open – Application Not Yet Submitted - Integrity
- Application Submitted/Received Not Deemed Complete - Integrity
- Application deemed Complete - Submitted for Qualification Review - Kerry
- Application Incomplete, Grant Awarded, Grant Denied - Abra

9. Gathering and verification of initial application to include but not limited to the following examples:

- Complete application
- Income verification - 2020 tax form 1040 or other acceptable documentation approved by the County, for all household members over 18 years of age or older.
- Utility Amounts - Based on actual bills
- Rent – Arrears, late fees, penalties, lease, address, occupants
- Addresses/Phone/Email Contacts for applicants.
- Landlords – Form W-9 (1099) information all contact info for them
- Applicable approvals landlord, individual.
- Preliminary results Section 8 search

10. Coordination Meetings with County Team By Zoom - Weekly meetings for first month. Meeting every other week for next two months and then likely shifting to monthly if thereafter. Approximately 4 special meetings for closeout and other issues as needed. Meeting will likely be less than an hour.

11. Ongoing Coordination with Staff and County Attorney. All applications will be coordinated through Kerry Parsons, Deputy County Attorney. Ms. Parsons will seek clarifications from County staff. A single point of contact for applications should be set up for County Staff and Deputy County Attorney.

- a. Overall Contract Management/Performance – Craig - County and Eric - Integrity
- b. Overall Program Management – Abra - County/Oliva - Integrity
- c. Records and Grant Compliance – Jane -County/Oliva Integrity
- d. Initial Project Setup Project – County Team/Integrity Team
- e. Submitted Application Coordination – Kerry Parsons DC Attorney/Oliva - Integrity

V. Task Order Payment Schedule - Program Administration
Charges/Allocation Amounts: Total \$320,000

- Phase I – Preparations/Start-up Phase - Applications/Portal March/April - **\$40,000** (\$20,000 per month).
- Phase II - Outreach 8 Sessions as assigned \$2,500 per session **\$20,000**
Total
- Phase III- Program Operational Phase – (8 Months April – Nov) \$30,000 per month, **\$240,000 total.**
- Phase IV: Follow-up/Closeout Approximately 2 months December/January **\$20,000** (\$10,000 per month).
- Billings shall occur before the first of every month for timely processing. The billings should list the date and times of the Phase II session conducted.

VI. Additional Task Details:

- The County will make decisions on criteria, program adjustments thereof, and the number of grants ultimately awarded
- Attachment A of the Commission Approved Agenda Item on March, 16, 2021 **“Emergency Rental Assistance Program (ERA) Policies and Guidelines for Program Eligibility and Processing of Applications through Close Out”** is hereby included below for integration with this task order. The details of this document may change slightly over time but this attachment is the base document of the program and approach.
- The original engagement agreement, to include Attachment A – **“Overall Scope of Work”** provisions of original agreement shall apply unless otherwise modified herein.

*****Signature Page to Follow*****

WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESS:

**BLUE SKY EMERGENCY
MANAGEMENT d/b/a THE
INTEGRITY GROUP**


Signature

BY: Gary J. Yates

Gary J. Yates

Print Name

LISA LAGERGREN

WITNESS:

OKALOOSA COUNTY, FLORIDA

Digitally signed by Craig Coffey
Date: 2021.03.29 16:20:08 -05'00'
Craig Coffey
Signature

Digitally signed by John Hofstad
Date: 2021.03.29 15:58:08 -05'00'
BY: John Hofstad
John Hofstad, County Administrator

Craig Coffey

Print Name

Attachment A

Okaloosa County

Emergency Rental Assistance Program (ERA) Policies and Guidelines for Program Eligibility and Processing of Applications through Close Out

I. OVERVIEW

The U.S. Department of Treasury awarded Okaloosa County \$6,363,378.80, ratified by Okaloosa County BCC on January 6, 2021, to be disbursed as set forth in Section 501 of Title V of Division N of the Consolidated Appropriations Act, 2021.

II. OBJECTIVE OF THE PROGRAM FOR OKALOOSA COUNTY:

The Emergency Rental Assistance Program (ERA) is to be used to provide Emergency Rental and Utility Assistance to low income households located in Okaloosa County experiencing hardships due to COVID-19 through December 31, 2021 as long as funds remain available. The application period is planned to be open from March 29th through November 15th, 2021.

III. GRANT ASSISTANCE AVAILABLE:

Assistance may be provided for the following:

- i. Rent
- ii. Rental Arrears
- iii. Late fees associated with rental arrears up to \$100.00
- iv. Utilities
- v. Utility arrears
- vi. Rental Deposits (With Demonstrated ability to Sustain)
- vii. Utility Deposits

Eligible households can request assistance for up to 12 months of rent with no funding cap. An additional 3 months may be approved by County Staff if rental arrears warrant and funds are available. Advance funding will be limited to not more than 3 months at a time. No award shall be made for arrears incurred prior to March 13th, 2020. There must be a current lease in effect, and the period for which assistance is being requested must be covered by same lease.

IV. DISTRIBUTION OF FUNDS:

- i. Funds will be paid directly to landlords/property managers and utility service providers. Applicants will be approved and assisted on a first qualified, first assisted basis. Prioritization will be given to eligible applicants as outlined below.

- ii. The County can approve an applicant to receive emergency rental assistance for up to 3 months at a time. Households may reapply for additional assistance at the end of the three-month period, if needed, provided funds are available and the maximum time limit for assistance has not been exceeded.
- iii. If the applicant is on a month-to-month lease, they must have lived at that residence for a minimum of 3 months.
- iv. Utility assistance can be provided as part of rent or on its own. Once approved, the applicant must submit subsequent monthly invoice(s) for approved utility payments. Households may reapply for additional assistance at the end of the three-month period, if needed, and the overall time limit for assistance is not exceeded using a recertification application.

Utilities include separately-stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, internet, cable) delivered to the rental dwelling are not considered utilities and therefore do not qualify for assistance.

- v. Rental assistance provided to an eligible household should not be duplicative of any other local, state, or federally funded rental assistance provided to such household. An attestation will be required for all adults living in the household.
- vi. Households receiving monthly rent subsidies shall not receive more than the tenant-owned portion of the rent.
- vii. Households receiving assistance through Section 8 of the Civil Rights Act of 1964 are ineligible to participate in this program.

V. HOUSEHOLD ELIGIBILITY:

To be eligible, a household must be obligated to pay rent on a residential dwelling located in Okaloosa County and the County must determine that:

- i. One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- ii. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- iii. The household has a household income at or below 80% of area median income as determined by the Department of Housing and Urban Development (HUD).

All household members 18 and over will need to provide income and asset information.

VI. HUD INCOME AREA MEDIAN LIMIT CHART:

Okaloosa County Crestview-Fort Walton Beach-Destin, FL HUD Metro FMR Area									
FY 2020 Income Limit Category									
Persons in Family		1	2	3	4	5	6	7	8
Median Income \$81,600	Extremely Low	16,350	18,700	21,720	26,200	30,680	35,160	39,640	44,120
	Very Low (50%)	27,300	31,200	35,100	38,950	42,100	45,200	48,300	51,450
	Low (80%)	43,650	49,850	56,100	62,300	67,300	72,300	77,300	82,250

VII. PRIORITIZATION:

- i. As required by Title V of Section N of the Consolidated Appropriations Act, the County will prioritize households that are below 50% of the Area Median Income (AMI) or who have been unemployed for the last 90 days. The County may carry out this prioritization each week by first processing applications of households below 50% AMI or who are currently unemployed and have been for the last 90 days before the remaining applications (between 50%-80% AMI) are processed.**
- ii. Depending on volume of applications, they may not be able to get to applications in the 50%-80% AMI range in the same week they are submitted.**

VIII. APPLICATION REQUIREMENTS/PROCESS:

- i. Applications may be submitted by residents seeking rental assistance, as well as landlords on behalf of their residents.**
- ii. Applicants must complete the online application at www.myokaloosa.com and provide copies of all necessary documents.**
- iii. To assist applicants who do not have access to a computer, the County will establish times and locations for providing assistance with completing the application. Days and times of available assistance will be posted on the County's website.**
- iv. County representatives will complete and submit the online application on behalf of the applicant **ONLY** if all documents and information can be provided. The applicant must bring required documents to the assistance site.**
- v. Any missing documents will cause a delay and possible denial in assistance.**

IX. REQUIRED DOCUMENTS:

- i. Applicant and all adult members of the household 18 years of age or older shall provide at least the following documents in order to verify household income:**
 - a. Copy of 2020 tax return(s) form 1040 for each household member, except as provided in e., below**
 - b. State issued photo ID**
 - c. Department of Economic Opportunity (DEO) unemployment benefits determination letter, as applicable**
 - d. Letter from employer/former employer documenting reduction in hours/income**
 - e. If the applicant or other adult member of the household is not required to file a 2020 tax return or if the applicant's 2020 or other adult household member's tax return does not represent the current household income, additional information will be required to determine annual household income. If this process is used to determine household income, then the process is required to be repeated every 3 months prior to any additional award. In addition to the items listed above, the following will need to be provided:**
 - a. Pay stubs for last 2 months;**
 - b. Bank statements for checking and savings accounts for the preceding two months for each account;**
 - c. Court orders for any income including but not limited to, child support and alimony;**
 - d. Social Security or Disability Benefits award letters;**

- e. Retirement statements;
 - f. Proof of any other recurring monthly income such as assistance provided from a family member or friend; and
 - g. Proof of any assets such as Stocks bonds, CD's or other investment accounts
- ii. Landlord/Property Manager Documents:
 - a. Copy of Ledger showing amounts due
 - b. W-9
 - c. Landlord/Property Manager Agreement
 - d. Copy of full lease agreement, including any addendums, signed by the applicant and the landlord/property manager
 - iii. If a landlord/property manager applies for assistance on behalf of a resident of a rental property, the landlord/property manager must secure the resident's written authorization and must submit an individual application for each household that includes all the required documentation from each household resident of 18 (i.e., identification, pay stubs, tax return, etc.). In this case, the County will communicate directly with the landlord/property manager for any follow up, including if there are incomplete aspects to the resident's portion of the application. The landlord/property manager will have to collect any outstanding documentation from the resident and submit it to the County. **Note: that the resident who is the head of household must sign an attestation to finalize the application.**
 - iv. If applicant's income was not impacted directly or indirectly due to COVID-19, but the income of another adult household member contributing income to the house was, there must be proof that the other household member resides at the subject address. This may be done in the form of an attestation. The aforementioned attestation must be accompanied by proof that the household member has paid a minimum of 3 months of rent or utilities (or portion thereof) at the application address. This proof can be in the form of bank statement, cancelled checks, or similar documentation.
 - v. Utility Documents:
 - a. Utility bill with a service address located within Okaloosa County limits
 - b. Applicant or household member is named on the utility bill.

X. Review Process

To ensure compliance with the U. S. Department of Treasury's policies and procedures and to mitigate fraud the following review process will be used.

- i. The County will use an online process to receive applications.
- ii. Once an application is accepted, it will under the following levels of review prior to submittal for payment to the Clerk of Court:
 - a. the County Attorney for completeness and legal sufficiency,
 - b. the Grants and Housing Program Coordinator for verification of income and determination of award, and
 - c. the Office of Budget and Management for final quality control.

An application that fails any of the above reviews will be returned for correction.

- iii. As a result of the review process, it may take up to one a month for a completed application to be processed and payment to be made.

- iv. When an application is complete and has been approved by the Grants and Housing Program Coordinator, the County will send the applicant and the landlord or property manager (as may be applicable) an agreement which will need to be executed before payment is issued. .

XI. Continuing/Additional Assistance

If applicant requires additional assistance after the initial award, an application for additional assistance will be required.

Additional documentation may be required to determine subsequent assistance.

XII. Continuing Obligations of Applicant

It shall be the obligation of the applicant to provide any additional documentation as may be required during the review process in order to make determination of award.

XIII. Data and Security Privacy

To the extent permitted by law, including the Florida Public Records Act, Okaloosa County shall take all appropriate measures to ensure the privacy of the individual and household in submission of its application for this ERA Program. Any personally identifiable information, pursuant to Consolidated Appropriations Act of 2021, Public Law 116-260 (Dec. 27, 2020), Division N, Title V, Subtitle A, Section 501(g)(4), Emergency Rental Assistance (the "Act"), shall be collected and used only for the purpose established within the Act, this includes data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/26/2020

Contract/Lease Control #: C20-2962-BCC

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: THE INTEGRITY GROUP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/24/2020

Expiration Date: 01/30/2021

Description of: MANAGEMENT & ASSISTANT SERVICES RELATED TO CARES ACT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CARES Act Services for Okaloosa County
Task Order 1 - September 18, 2020

1. Task: Complete Turn-Key Administration and Support for Okaloosa County's CARES Act Funding for Six Community Assistance Grant Programs as assigned herein.

2. Approach: The assigned task shall generally be completed per phase, per program as shown below. Schedules will vary based on the completion of deliverables of individual programs. The Contractor is expected to develop all programs subject to final county approval based on the preliminary outlines to date. All programs will have an electronic application process that can be access through a variety of Chamber, City, Libraries, and County websites. Additionally, a paper application or some other application must be made available for those with limited internet access. Based on the current CARES Act time limitations time is of the essence and the parties shall work together to rapidly roll out programs to meet all deadlines. Should additional time be granted by Congress the parties may amend this task order to adjust the schedule timelines.

3. Task Phases:

Phase I - Grant Program Setup /Pre- Application) - Approximately 2 weeks

- Program Criteria Finalization – Coordination with CARES Act standards, County staff and County Attorney
- Application Setup - Paper and Portal
- Set up Frequently Asked Questions for the program
- Entry of Application onto Okaloosa County Grant Portal, Chamber, Cities, and County Website and paper applications available.

Phase II Grant Program Promotion/Application Submittal - Approximately 2 weeks per program

- Press Release/Promotion/Advertising - County will perform this task
- Classes/Outreach - A minimum of 3 classes per County business/non-profit program. 1 virtual, 1 convention center, 1 more north or electronic TBD
- 2 Internal classes to County Staff/Clerk of Court on Grants - Virtual
- Public phone number and email address to answer questions provided by Contractor
- Receiving Applications through portal and in paper

Phase III - Grant Program Application Review - (2-4 weeks depending on number of applications and complexity of review.)

- Reviewing Applications per Grant Standards and Protocols
- Application resubmittals and follow-up reviews
- Anti-Fraud and Compliance Verification,
- Application Denial/Approval Notifications
- Recommend Maximum Awarding of Funds to the County
- Tracking of Award Amounts recommended against grant amount totals

Phase IV: Grant Program Award and Follow-up/Closeout

- Issue Grant Award Checks – County will perform this task
- Receive and Review any Final Reports/Grant Compliance (if applicable for a program)
- Summary Final Report and Statistics, and records handoff on each Grant Program for record retention/audit purposes.

4. Timeframes, Phased Payment Percentage per Program, and Payment Milestones/ Deliverables:

Community Assistance Grant Programs Phase Schedule and Contractor Payments Allocation Timeframe and Deliverables				Overall Contractor Payments for all Programs Due by Phase End
Phase	Phase Dates 2020	Phase Cost Percentages	Payment Milestones (including phase percentage breakdowns)	Actual payments will be due per program, per phase or portion thereof, complete at time of monthly billing
Phase I	Sept 16- Oct 5 th	35%	Program Criteria, Process, and Application Completion 25%. Final Setup up of Application in Portal, and FAQ's complete; Application Receipt Ready and Application Period Established 10%	\$94,500
Phase II	Oct 6- Oct 20 th	15%	Completion of all phase classes required 10%; ; End of Application Period 5% of phase payment.	\$40,500
Phase III	Oct 13- Nov 13 th	40%	When all applications are reviewed and recommended for denial/approval-award. 50% of phase payment when 50% of applications reviews are final, remainder of phase payment when 100% of reviews are final.	\$108,000
Phase IV	Nov 13- Nov 30 th	10%	Approved final reports from grantees (if applicable), final statistical report on each grant program, and remaining 50% of grants issued	\$27,000

5. Program Administration Charges/Allocation Amounts:

Maximum Program Administration Charges/Allocation Amounts		
COVID Grant Programs	Estimated Dollar Amount/Grantees	Maximum Program Administration Amounts
Individual Medical Grants	\$200,000/120	\$30,000
Small Business Micro Grant (non-storefront)	\$600,000/400	\$40,000
Small Business PPE Grant	\$200,000/140	\$40,000
Small Business Retrofit/Adaptation Grant	\$1,000,000/100	\$40,000
Small Business Economic Relief	\$3,000,000/200	\$80,000
Non-profit Program/Service Grant	\$600,000/40	\$40,000
Totals	\$5,600,000/1000	\$270,000
See attached Grant Program Overviews approved by the Okaloosa County Commission		

6. Additional Task Details:

- The County will make decisions on criteria, program adjustments thereof, fund allocations, and the number of grants ultimately awarded.
- Funding grant awards for these programs is contingent upon the release of additional funding by State of Florida.
- Grant Program amounts may be shifted dependent on need or lack thereof; the availability of additional funds; and other
- Develop a functioning and Okaloosa-branded electronic portal for the submission of applications from *small businesses* in the County.
- Develop options concerning the Small Business Grant Application Process, including both electronic and paper submissions. Provide recommended written and electronic grant application forms.
- Develop proposed grant eligibility requirements for Small Business Grant program designed to assist businesses impacted by COVID-19 and social distancing requirements. This will include defining recommended documentation to support applicant eligibility decisions
- Recommend appropriate standards, training, and protocols to be employed by Grant Application Assessors (either County or Contractor).
- Provide a compliance tool for anti-fraud protocols for use during the assessment of applications and post award analysis.
- Development and updating of frequently asked questions and answers for the grant portal to assist applicants from the business community.
- All other Attachment A - "Overall Scope of Works" provisions shall apply unless otherwise modified herein.
- All costs related to this task order are eligible for payment from CARES Act funding (100% federal).
- All Grant Programs shall meet all CARES Act Standards.
- Lead Person for this task order is Eric Miller, Senior Partner; eric.miller@theintegritygroup.net 850.567.3621

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESS:

BLUE SKY EMERGENCY MANAGEMENT
d/b/a THE INTEGRITY GROUP

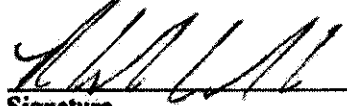

Signature

BY: 
Gary Yates, Senior Partner

Eric W. Miller
Print Name

WITNESS:

OKALOOSA COUNTY, FLORIDA


Signature

BY: 
John Hofstad, County Administrator

Roland C. Sims Sr.
Print Name

TASK ORDER 1 ATTACHMENT

COVID Individual Medical Grant

(September 1, 2020)

(County Allocation up to \$100,000) (Approximately 60 Grants)

(Cities Allocation up to \$100,000) (Approximately 60 Grants)

Purpose: Individual Grants (Up to \$3,000) to pay for COVID related Medical Expenses

Up to \$1,000 per individual for COVID related medical expenses not involving overnight hospitalization. Testing, Medication, Outpatient Treatments, etc.

Up to \$2,000 per individual for COVID related medical expenses involving overnight hospitalization of at least 1 night.

Up to \$3,000 per individual for COVID related medical expenses involving overnight hospitalization of at least 3 nights and admittance into the ICU.

Eligibility Criteria

- Must be a resident of Okaloosa County. Businesses are not eligible.
- Must demonstrate medical expense was COVID related such as a COVID test or some other related medical treatment related to recovery from COVID.
- Must attest that bill was either paid or that it will be paid and that no other state or federal benefits or health insurance was received to pay the claim for the same dollars sought from the County.
- Based on actual medical expense minus any reimbursement and adjustment markdown up to the maximum.

Other

Families can apply as a group and parents/guardians must apply for children under 18.

Can only apply one time.

COVID SMALL BUSINESS MICRO GRANT

(September 1, 2020)

(County Allocation up to \$300,000) (Approximately 200 Grants)

(Cities Allocation up to \$300,000) (Approximately 200 Grants)

Individual Grants to pay for Business Loss (Up to \$1,000 initially; Up to \$2,000 in expenses can be submitted for any potential future funding rounds).

For individual contractors, food trucks, small LLC's, at home businesses, and other non-storefront businesses that have experienced losses related to the COVID-19 Pandemic.

Eligibility Criteria

- **Must be a resident of Okaloosa County and a registered business (with Tax Collector) within Okaloosa County physically doing business in Okaloosa County as of March 1 and currently meeting the same criteria now.**
- **10 FTE's Employees or Less.**
- **Must satisfactorily demonstrate a loss through documentation that it:**
 - **Was COVID related**
 - **Is Equal to or greater than the amount requested.**
 - **Occurred between March 1 and September 30th**
 - **Must disclose any other local, state and federal assistance received.**
 - **Attestation that your losses were not otherwise reimbursed through some city, county, state or federal program such as PPP, state/federal unemployment, etc.**

Other

The application will specify requirements and documentation on how to demonstrate meeting eligibility criteria.

Can only apply one time.

COVID BUSINESS PPE MICRO GRANT

(September 1, 2020)

(County Allocation \$100,000) (Approximately 70 grants)

(Cities Allocation \$100,000) (Approximately 70 grants)

Individual Business Grants to pay for Business PPE Expenses (Up to \$1,000 initially; Up to \$2,000 in expenses can be submitted for any potential future funding rounds).

For businesses related costs for Personal Protective Equipment and Supplies related to COVID-19 directly related to their employees and customers that was not otherwise sold or charged to the customer.

Examples include but are not limited to: masks, faceshields, hand sanitizer gel, new hand sanitization stations, gowns, disinfecting wipes, temperature checking devices, employee COVID testing paid for by the business.

Eligibility Criteria

- **Must be a registered business in Okaloosa County, physically located, and doing business in Okaloosa County excluding medical and dental facilities.**
- **Must demonstrate the expenses through receipts/documentation and that:**
- **Was COVID related.**
- **Was for an amount equal to or greater than the amount requested.**
- **Must employ less than 250 employees with preference given to those with less than 100 employees.**
- **Must disclose any other local, state and federal assistance received/applied for.**
- **Must attest that these expenses were not otherwise reimbursed through some city, county, state, or federal program.**
- **Can only apply one time.**
- **Minimum Grant Amount of \$250.**

COVID SMALL BUSINESS RETROFIT/ADAPTATION GRANT

(September 1, 2020)

(County Allocation \$500,000) (Approximately 50 Grants)

(Cities Allocation \$500,000) (Approximately 50 Grants)

Individual Business Grant to pay for Business Adaptation expenses related to COVID. (Up to \$10,000 initially; Up to \$20,000 in expenses can be submitted for any potential future funding rounds).

For businesses modification expenses related to physically and/or functionally adapting the Business to meet officially required or recommended guidance related COVID-19 with the overall goal to make operation of the business safer for employees and/or the public. Preference will be given to businesses customers physically visit. IT improvements will be a lower priority and those IT not directly tied to the customer will not be eligible. HVAC improvements are also not eligible.

Examples include but are not limited to: erecting counter separation barriers, increasing height of restaurant separation booths, adding a drive-thru, app for paperless menu, restriping/signing for pickup lanes/spaces, separation staging stickers, COVID safety signage, and similar improvements.

Eligibility Criteria

- **Must be a registered business (with Okaloosa Tax Collector), be physically located, and doing business in Okaloosa County.**
- **Must employee less than 250 employees with preference given to those with less than 100 employees.**
- **Must demonstrate the expenses through receipts/documentation and that:**
- **Was COVID related.**
- **Was for an amount equal to or greater than the amount requested.**
- **Must disclose any other local, state and federal assistance received/applied for.**
- **Must Attest that not otherwise reimbursed through some city, county, state or federal program.**

COVID SMALL BUSINESS ECONOMIC RELIEF GRANT

(September 1, 2020)

(County Allocation \$1,500,000) (Approximately 100 Grants)

(Cities Allocation \$1,500,000) (Approximately 100 Grants)

Individual businesses may receive a grant for to offset losses experienced by the business between March 1 and October 31st. (Up to \$10,000 initially; Up to \$20,000 in requests can be submitted for any potential future funding rounds;

For businesses closed or severally restricted by Government Order they have will have priority and can qualify for future round funding to be issued in conjunction with initial funding).

For those businesses that have been severally impacted COVID-19

Criteria

- **Must be a registered business (with Tax Collector), and be physically located and doing business in Okaloosa County.**
- **Physical Storefront Required.**
- **Must employee less than 250 employees with preference given to those businesses with less than 100 employees.**
- **Must demonstrate that business suffered COVID related impacts - loss of revenue.**
- **Loss demonstrated much be an amount equal to or greater than the amount requested.**
- ***Preference given to businesses specifically closed down or severally restricted by Executive Order are eligible for up to an additional \$10,000 overall and prioritized.**
- **Business must be open and operating now in Okaloosa County.**
- **Not eligible for personnel expenses.**
- **Must disclose any other local, state and federal assistance received/applied for. Any previous COVID County or City grant awarded prior to July 30, will be deducted from any eligible grant amounts.**
- **Must explain proposed use of funds within business. For expenses not covered by other assistance.**

COVID COMMUNITY NON-PROFIT PROGRAM/SERVICE GRANT

(September 1, 2020)

(County Allocation \$300,000) (Approximately 20 Grants)

(City Allocation \$300,000) (Approximately 20 Grants)

Individual Non-Profit Grant (Up to \$12,500 initially; Up to \$25,000 in need may be submitted for any potential future funding rounds).

- Funding for programs and services that serve families and individuals specifically affected by COVID.
- Funding for technology changes necessary due to COVID in order to continue to provide same services in a COVID environment. Limited to 5K maximum
- Funding for Food Pantries and Medical Service – Preference.
- Funding for increased services due to COVID impacts.
- Other COVID related program or service.

Criteria:

1. Must be COVID related per one of the categories above.
2. Grant for an amount equal to or greater than the amount grant requested.
3. Must Attest that funding not otherwise reimbursed through some city, county, state or federal program.
4. Must have all other funding necessary to provide the service.
5. Program/Service must occur/have occurred between March 1 – December 30
6. Not permitted - Daycares, schools.

Some Submittals:

1. Description of services to be provided.
2. Schedule/Timeline for Implementation.
3. Budget of project/service to be provided.
4. Must explain why they cannot otherwise fund these services with their non-profit resources.
5. Consequences of not providing the service.
6. Must disclose any other local, state and federal assistance received/applied for.
7. After award must demonstrate the provision of service and expenditure of funds expenses through receipts/documentation for grant period Mar1-Dec 30.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4092-00
Procurement/Contractor/Lessee Name: Integrity Group Grant Funded: YES ___ NO X
Purpose: Management Assistant Services related to Care Act
Date/Term: 1-30-21 CARES ACT FUNDS 1. GREATER THAN \$100,000
Department #: [REDACTED] 2. GREATER THAN \$50,000
Account #: [REDACTED] 3. \$50,000 OR LESS
Amount: NTE \$300,000.00
Department: BCC Dept. Monitor Name: Hofstad

Purchasing Review
Procurement or Contract/Lease requirements are met:
[Signature] Date: 8-4-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: [REDACTED] Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review
Approved as written: see email attached Date: 8-3-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review
Approved as written: see email attached Date: 7-31-20
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Monday, August 3, 2020 1:51 PM
To: DeRita Mason; Lisa Price
Cc: 'Parsons, Kerry'
Subject: Re: Emailing: Intergrity Group Draft Attachment A Okaloosa County.docx, Integrity Group Draft Agreement.docx

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Monday, August 3, 2020 10:04:44 AM
To: Lisa Price
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: RE: Emailing: Intergrity Group Draft Attachment A Okaloosa County.docx, Integrity Group Draft Agreement.docx

See updated with cyber insurance.

DeRita Mason

DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

“Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.”

-----Original Message-----

From: Lisa Price <lprice@myokaloosa.com>
Sent: Monday, August 3, 2020 9:01 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: RE: Emailing: Intergrity Group Draft Attachment A Okaloosa County.docx, Integrity Group Draft Agreement.docx

DeRita Mason

From: Lisa Price
Sent: Monday, August 3, 2020 9:01 AM
To: DeRita Mason
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: RE: Emailing: Intergrity Group Draft Attachment A Okaloosa County.docx, Integrity Group Draft Agreement.docx

Since they are being contracted to administer CARES Act funding programs I would assume they would use Okaloosa County BCC information, I would add cyber security if they are utilizing technology to provide the service requirements listed in Attachment A.

Otherwise, the insurance limits provided are approved by Risk Management.

Thank you,

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

-----Original Message-----

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, August 3, 2020 8:45 AM
To: Lisa Price <lprice@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: FW: Emailing: Intergrity Group Draft Attachment A Okaloosa County.docx, Integrity Group Draft Agreement.docx

Lisa,

Please review the attached.

Thank you,

Lynn, I added the insurance section to the attached. It will need to be the one that goes before the board once risk has approved.

DeRita Mason



CONTRACT#: C20-2962-BCC
THE INTEGRITY GROUP
MANAGEMENT & ASSISTANT SERVICES
RELATED TO CARES ACT
EXPIRES: 01/30/2020

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND BLUE SKY EMERGENCY MANAGEMENT, LLC D/B/A
THE INTEGRITY GROUP**

(Federal Funding)

AUG 04 2020

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this _____, day of August, 2020, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Blue Sky Emergency Management, LLC d/b/a The Integrity Group, an active Florida limited liability company (hereinafter referred to as "Contractor"), with a principal address of 2120 Killarney Way, Tallahassee, FL 32309, whose Federal I.D. # is 45-3113187.

RECITALS

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods and presents symptoms similar to those of influenza; and

WHEREAS, on March 13, 2020, President of the United States, Donald J. Trump, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease Outbreak pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, Okaloosa County is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of Okaloosa County; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order Number 20-52 declaring a state of emergency in the State of Florida; and

WHEREAS, on March 17, 2020, the Okaloosa County Board of County Commissioners ("Board") declared a local state of emergency pursuant to Emergency Declaration Resolution 20-37, which has been extended every seven (7) days and is still in effect at this time; and

WHEREAS, to assist in navigating the impact of the COVID-19 outbreak, the Federal Government established the CARES Act which provides assistance to State, Local and Tribal Governments; and

WHEREAS, through Florida Department of Emergency Management, Okaloosa County has been notified and is in receipt of CARES Act funding which must be spent in accordance with the Act and within a short timeframe, by December 30, 2020; and



WHEREAS, due to the magnitude of the administration needs necessary to implement programs in accordance with the CARES Act, the County has sought assistance from The Integrity Group to provide management and assistant services as it relates to CARES Act programs that will be established by the Board of County Commissioners (“Services”); 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 Section 19 of the Okaloosa County Purchasing Manual, the County is procuring the services through a single source procurement. A copy of the Contractor’s scope and 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 an hourly basis which is capped; 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 an hourly basis with a not to exceed amount of Three Hundred Thousand Dollars (\$300,000.00), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties 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” – Scope of Work and Single Source Justification;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;
- Attachment “E” – Special Conditions – Additional Federal Requirements;
- Attachment “F” – Agreement No. Y2276 between FDEM and Okaloosa County related to CARES Act Funding.

2. Services. Contractor agrees to perform the following services, program administration, assistance and management for CARES Act funded programs as established by the Board of County Commissioners. The Services to be provided are further detailed in the Contractor’s scope of work attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all



Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin upon full execution of this Agreement by both parties, and shall continue for duration of the emergency or January 30, 2021, whichever comes first, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement. This agreement may not be renewed, but may be extended in monthly increments up to a maximum of 9 months by the County Administrator

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in an hourly amount of: the total amount of this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00). If Contractor exceeds the not to exceed cap, Contractor acknowledges that it does so at its own risk.

- a. Contractor shall submit an invoice to the County on a monthly basis, by the 15th day of the following month. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices. Contractor further agrees to assist the County in any efforts it makes to obtain reimbursement under the CARES Act for any administration/services/costs performed or incurred by the Contractor.
- b. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the County Grants Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon the approval of the Contractor's expenses by the State of Florida and subsequent payment by the State under the CARES Act.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County within any specific task orders assigned in writing by the County Administrator. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by mutual agreement with the Contractor or otherwise no longer contested by the County. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The



Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor five (5) days to cure such default. If the default remains uncured after five (5) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.



- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public



agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	John Hofstad Okaloosa County Administrator 1250 N. Eglin Parkway, Suite 100 Shalimar, FL	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Blue Sky Emergency Management, LLC d/b/a The Integrity Group 2120 Killarney Way Tallahassee, FL 32309	



12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.



d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.



The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor certifies that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

18. Minority/Women’s Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and



remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

21. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

22. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.



24. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "E" and incorporated herein by reference.

27. Grant or Agreement Requirements. The County is in receipt of an agreement identified as Contract No. Y2276, related CARES Act Funding (attached as Attachment "F" and incorporated herein by reference) with FDEM which may be funding some or all of the Services



to be provided under this Agreement. Contractor agrees to adhere to all of the requirements of the Grant or Agreement.

28. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

29. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

30. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

31. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

BLUE SKY EMERGENCY
MANAGEMENT d/b/a THE
INTEGRITY GROUP

Eric W. Miller
Signature

BY: *Mary G. Waters*

ERIC W. MILLER
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA

J.D. Peacock II
J.D. Peacock II, Clerk of Okaloosa County, Florida



BY: *Robert A. "Trey" Goodwin*
Robert A. "Trey" Goodwin, Chairman





Attachment "A"



ATTACHMENT A OVERALL SCOPE OF WORK

Contractor: The Integrity Group/Blue Sky Emergency Management (Parent company)

Project: Disaster Recovery Consulting Services—Pursuit and management assistance in the planning and administration of CARES Act funding programs as determined by the County Administrator. Full compliance monitoring and reporting with all federal and state provisions related to such funding per the Outside Funding Programs/Task Orders Assigned.

Focus: Support to Okaloosa County in the recovery from the COVID 19 Major Declared Disaster (DR 4489) for Outside Funding Programs specifically assigned through a written task order issued by Okaloosa County. This will include funding/reimbursements for all costs incurred for those assigned task orders. Provide expert consultant staff to aggressively pursue and assist in the management of maximum funding available through the U.S. CARES Act (PL 116-136) for the assigned task orders.

Background: Okaloosa County has been impacted by the COVID 19 Pandemic. The CARES Act provides a base amount of Federal funding to the County through the Florida Division of Emergency Management (FDEM) totaling **\$9,193,039**, and the County is eligible to receive a minimum of **\$36,772,156** from its per capita allotment.

Overall Tasks

The Integrity Group shall provide professional program and grant management consulting services for CARES Act programs initiated by the County and assigned to the Group through written task order. The following major tasks will likely be undertaken through assigned task orders:

1. Provide advice and consultation to key County officials and other leaders/staff regarding COVID 19 funding in Okaloosa County on Outside Funding Programs established by the County and other areas as specifically assigned by task order.
2. Develop and manage an appropriate portal(s) for communication and applications for assigned outside funding programs for the program participants and the public that is ADA compliant and /or for any other programs specifically requested by the County
3. Develop and implement effective project tracking and reporting tools for any programs assigned to include a grant and project “dashboard” for access by key stakeholders.
4. Coordinate with County on strategies to improve and refine overall policies and procedures that should benefit the County.

For Task Orders Assigned with Specific Projects/Programs:

1. Develop and implement procedures to avoid duplication of benefits.
2. Develop and track project budgets.
3. Respond to monitoring and audit concerns.
4. Facilitate necessary and desired citizen outreach and engagement.



5. Determine specific allocation plans and protocols for CARES Act funding, and assist in the development of policies, program guidelines, criteria, and protocols for outside funding programs assigned
6. Develop and operate a public-access portal for CARES Act grants-in-aid to local businesses and citizens and other relief programs.
7. Manage the development of the policy and program guidelines for funded programs which are in compliance with federal and state guidelines.
8. Maintain a contract registry and review contractor agreements, licensure, and practices to ensure compliance with all federal rules and requirements.
9. Develop and implement grant management information systems and related documentation/forms.
10. Implement and manage internal compliance reports and mandated monitoring and auditing processes for quality control.
11. Provide consultation for the development of local policies and procedures that are required by grantor agencies.
12. Assist in the development, management, and compliance of the solicitation processes for funding pursued.
13. Coordinate with County leadership concerning necessary interlocal government predicate agreements for municipalities.
14. Work to identify opportunities to utilize and leverage CARES funding with other Federal and State funding programs.
15. Provide audit and assurance services to allow Okaloosa County and other designated local partners to comply with all applicable federal, state, or local rules, regulations, or policies relating to federal grants and program services. This includes without limitation assurance services related to applicable Federal Registers; 2 CFR 200 Uniform Administrative Requirements, Cost Principles.
16. Audit Requirements for Federal Awards (2 CFR 200); Community Development Act of 1974; 24 CFR Part 570 Community Development Block Grant dollars; applicable waivers; Fair Housing Act, 24 CFR Part 35, 24 CFR Part 58, 24 CFR Part 135; National Historic Preservation Act, 36 CFR Part 800, Executive Order 11593; and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and funding guidance on awarded funds.



Project Staffing:

To perform all tasks assigned the following staffing rate plan is recommended. All time worked will be billed to specific activities related to these assigned tasks. Modifications to this staffing will be made (increased or decreased) based upon future workload and funded allocated. These resources will be allocated “just in time” with a not to exceed an overall cap of \$ 300,000 for all tasks assigned and a not to exceed cap per any specific task order assigned.

Professional Title	Focus/Responsibilities	Hourly Rate	Funding Source
Principal Project Manager	Overall Mgt/County Liaison/Advisor	\$150	Cares Act 100% Federal
Project Manager	Manages Individual Programs Assigned	\$125	Cares Act 100% Federal
CPA	Overall financial responsibility for Assigned Programs	\$125	Cares Act 100% Federal
Project Coordinator	Implements Assigned Programs with Manager	\$100	Cares Act 100% Federal
Project Accountant	Accounting Duties Related to Programs Assigned	\$100	Cares Act 100% Federal
Project Assistant	Directly Works with Program Participants	\$75	Cares Act 100% Federal
Administrative Assistant	Performs Administrative Functions	\$50	Cares Act 100% Federal



Attachment "B"
Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS – w/CYBER LIABILITY

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

		<u>LIMIT</u>
1.	Workers’ Compensation	
	1.) State	Statutory
	2.) Employer’s Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability occurrence	\$1,000,000 each Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 per claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware

of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a

deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.



Attachment "C"
Civil Rights Clauses



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)



Attachment "D"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate ~~BLUE SKY EMERGENCY MANAGEMENT~~ DIA/IA THE INTEGRITY GROUP, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 08/26/2020

SIGNATURE: [Handwritten Signature]

COMPANY: BLUE SKY EMERGENCY MGMT. DIA/IA
THE INTEGRITY GROUP

NAME: Eric W. Miller
(Typed or Printed)

ADDRESS: 2120 KILLBENNET WAY
TALLAHASSEE, FL
32309

TITLE: SR. PARTNER

E-MAIL: eric.miller@theintegritygroup.net

PHONE NO.: 850-739-3600



Attachment "E"
Special Conditions
Additional Federal Requirements



Attachment "F"
Agreement for CARES ACT Funding
Agreement No. Y2276
with FDEM and OKALOOSA County

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 **Okaloosa 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 **Okaloosa County** is in the amount of **\$9,193,039.00.**

(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: 
John Hofstad, County Administrator

Date: July 7, 2020

FID# 59-6000765

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Allison McLeary

Digitally signed by Allison McLeary
DN: dc=org, dc=fleoc, ou=DEM_Users,
ou=Recovery, ou=RecoveryCoordination,
cn=Allison McLeary,
email=Allison.McLeary@em.myflorida.com
Date: 2020.07.08 11:16:24 -04'00'

Name and Title

Interim Bureau Chief

Date:

7-8-20

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 Okaloosa County County ("County") and I certify that:

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

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

By: 
Name and title: John Hofstad, County Administrator
Date: July 7, 2020

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, Okaloosa 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, Okaloosa 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: John Hofstad, County Administrator
 Date: July 7, 2020

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: **Allison McLeary** _____
 Name and title
 Date: 7-8-20

Digitally signed by Allison McLeary
 DN: dc=org, dc=fleoc, ou=DEM_Users, ou=Recovery,
 ou=RecoveryCoordination, cn=Allison McLeary,
 email=Allison.McLeary@em.myflorida.com
 Date: 2020.07.08 11:17:04 -04'00'

Interim Bureau Chief

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