

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/22/2021

Contract/Lease Control #: C21-2992-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTH OKALOOSA HISTORICAL ASSOCIATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021

Description of: GRANT FUNDING ASSISTANCE

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

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

Closed: October 22, 2021

Cc: BCC RECORDS

20200252

**CONTRACT CLOSE-OUT CHECKLIST**  
(To Be Prepared by the Contracts & Lease Coordinator)

DATE: October 8, 2021

TO: Finance Department

SUBJECT: Contract No. C21-2992-BCC

MANAGING DEPARTMENT: BCC

CONTRACTOR'S NAME: NORTH OKALOOSA HISTORICAL ASSOCIATION

PROJECT TITLE: GRANT FUNDING ASSISTANCE

The attached has met the final payment contract requirement in subject contract.

		Yes	No	
1.	Final Invoice	X		
2.	Completed Contract/Lease Payment Approval Form	X		
3.	Close-Out Documents	Yes	No	N/A
	a. Signed Release of Lien			X
	b. Proof of Completion Advertisement			X
	c. Certificate of Insurance			X
	d. Consent of Surety to Final Payment			X
	e. Proof of Performance/Payment Bond			X
	Continuation 12 Months Following			
	Final Payment			
	f. Grants approval/signature			X
4.	Remarks			

\_\_\_\_\_  
OMB DIRECTOR

\_\_\_\_\_  
DATE



**North Okaloosa Historical Association, Inc.  
Baker Block Museum, P.O. Box 186, Baker, FL 32531**

September 30, 2021

John Hofstad  
County Administrator  
1804 Lewis Turner Blvd. Suite 4000  
Fort Walton Beach, Florida 32547

Dear Mr. Hofstad,

The North Okaloosa County Historical Association is requesting the fourth quarterly draw of the non-profit funding appropriation in the amount of \$2,500 to the Baker Block Museum by the Okaloosa County Commissioners for the 2020-2021 fiscal year.

We appreciate your continued support of the museum's historical preservation efforts.

Sincerely,

Ann Spann  
Executive Director  
Baker Block Museum

[www.bakerblockmuseum.org](http://www.bakerblockmuseum.org)  
Operates as a 501(c)(3) non-profit organization

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/25/2021

Contract/Lease Control #: C21-2992-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTH OKALOOSA HISTORICAL ASSOCIATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021

Description of: GRANT FUNDING ASSISTANCE

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

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

Closed:

Cc: BCC RECORDS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND NORTH  
OKALOOSA HISTORICAL ASSOCIATION FOR GRANT FUNDING ASSISTANCE**

This Agreement is made and entered into on the effective date below by and between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA** (the "County") and North Okaloosa Historical Association (the "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantee is a nonprofit organization in Okaloosa County, which offers Baker Block Museum programs and/or services; and

**WHEREAS**, the County wishes to provide financial assistance to nonprofit organizations, such as Grantee which help to improve the quality of place and life of the citizens of the County.

**NOW, THEREFORE**, in consideration of mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. **SPECIAL CONDITIONS.**

- a. Grantee shall request fund distributions within ten (10) days of the fiscal quarters end (December 31, March 30, June 30, and September 30) by email to: [fdouglas@myokaloosa.com](mailto:fdouglas@myokaloosa.com).
- b. Grantee warrants that funds will be used in accordance with the budget included with its proposal and only for the purposes allowed by the IRS and other government agencies relating to grants from private foundations. In particular, no funds may be used for lobbying purposes or to aid in the election of a public official.
- c. Grantee agrees to comply with the Okaloosa County Nonprofit Agency Funding Policy.
- d. Grantee agrees to provide an annual financial report and annual programmatic report, which describes progress towards program outcomes and detailing expenditures signed by the Executive Director and shall accompany the third quarter distribution request.
- e. Grantee, with funding up to and including \$10,000, shall provide an affidavit stating the funds were used to reimburse the Grantee for expenses incurred in accordance with county policy, the Application and all applicable county, state and federal rules, laws and regulations. The Affidavit shall accompany the first quarter distribution request.
- f. Grantee, with funding above \$10,000, shall provide an accounting of grant funds along with receipts and documentation which establishes that the funds were expended in conformity with county policy, the Application and all applicable county, state and federal rules, laws and regulations. The accounting and documentation is required quarterly.
- g. Grantee is required to maintain detailed back-up documentation of expenditures, available for review by the County upon request. Site visits may be performed annually to determine and verify data collection methodology.
- h. Grantee agrees to furnish to the County any information concerning a deviation from its proposal or a change in Grantee's tax-exempt status.

CONTRACT#: C21-2992-BCC  
NORTH OKALOOSA HISTORICAL ASSOCIATION  
GRANT FUNDING ASSISTANCE  
EXPIRES: 09/30/2021

- i. If Grantee's tax-exempt status changes or funds are not used for the purposes described in its proposal, the County may seek return of all unused funds and reimbursement of any misappropriated funds.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective October 1, 2020 thru September 30, 2021 and shall remain in effect until final payment is made.
3. **COMPENSATION.** The County agrees to pay to Grantee Ten Thousand Dollars (\$10,000.00). Funds shall be paid to Grantee on a quarterly basis upon receipt of a reimbursement request, which shall include any activities, events, or services that occurred during the period and were funded by the County. Payment may be reduced as necessary in the event of an unforeseen occurrence that results in decreased tax revenue.
4. **HOLD HARMLESS.** Grantee shall protect, defend, indemnify and hold the County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or Grantee's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The County shall give Grantee reasonable notice of any such notice claims or actions. Grantee, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the County. The provisions of this section shall survive the expiration of earlier termination of this Agreement. The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.
5. **TERMINATION.** This Agreement may be terminated by the County upon occurrence of any of the following:
  - a. The filing for Bankruptcy, loss of tax exemption status or dissolution by Grantee.
  - b. The County shall have authority to withhold compensation upon a reasonable determination that the Grantee has not complied with any one or any part of the terms of this Agreement. The County shall specifically identify in writing why it withheld compensation. Upon receipt of such written notice the Grantee shall have ten (10) days to cure its breach of the Agreement.
  - c. If the Grantee has failed to cure its breach within the time specified after receipt of such notice, the County may deliver to the Grantee a written notice of its intent to terminate this Agreement (the "Notice to Terminate"). The Grantee, upon receipt of the Notice to Terminate, shall be placed on notice that this Agreement shall terminate on the 10<sup>th</sup> day after receipt, with no further negotiations.

Either party may terminate this Agreement by giving sixty (60) days' written notice to the other.

6. **AUDITS AND RECORDKEEPING.** The Grantee is hereby obligated to maintain accurate records of expenditure of public funds under this Agreement. All records relating to these expenditures shall be considered public documents and shall remain available for audit and/or review at the request of the County at all times during the term of this Agreement. Grantee shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Grantee in conjunction with this Agreement. The County shall have the right from time to time at its sole expense to

audit the compliance by the Grantee with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.**

Grantee must comply with the public records laws, Florida Statute chapter 119, specifically Grantee 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 Grantee 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 Grantee or keep and maintain public records required by the County to perform the service. If the Grantee transfers all public records to the public agency upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee 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.
7. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this contract to the contrary, in the event the funds appropriated by the County in any fiscal period are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last quarter period of the fiscal period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the Grantee of such occurrence.
8. **ASSIGNABILITY.** This Agreement may not be assigned or transferred by Grantee without the express prior approval of the County.
9. **NOTICES.** All notices or other communications required or permitted to be given by Grantee or by the County shall be in writing and shall be deemed delivered by either party when deposited in the U.S. Mail, first class postage paid, and addressed to:

**GRANTEE:** Ann Spann  
Executive Director  
1307B Georgia Ave  
Baker, FL 32531

**COUNTY:** Faye Douglas, Director  
Office of Management and Budget  
Okaloosa County  
1250 N. Eglin Parkway  
Shalimar, FL 32579

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the Grantee and the County as to the subject matter hereof, and merges and supersedes all prior agreements, commitments, representations, writings, and discussions between them. Neither the Grantee nor the County will be bound to any prior obligations, conditions, warranties or representations with respect to the subject matter of this Agreement. This Agreement may not be changed, modified or supplemented in any way except by an instrument in writing executed by both the Grantee and the County.
11. **GOVERNING LAW & VENUE.** This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29<sup>th</sup> day of January, 2020.

[NORTH OKALOOSA HISTORICAL ASSOCIATION]

*Ann Sparr*  
Signature

Date: 1/29/2021

OKALOOSA COUNTY, FLORIDA

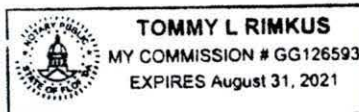
*[Signature]*  
John Hofstad, County Administrator

Date: 2/23/21

Attachments:

1. Grantee Application Proposal
2. County Non-Profit Funding Policy

*[Signature]*







# Non-Profit Funding Request Application

**Funding Period: October 1, 2020 – September 30, 2021**

**Application Deadline: May 15, 2020**

Agency Name:North Okaloosa Historical Association		
Street Address:1307B Georgia Ave		
City:Baker	State:FL	Zip:32531
Website:www.bakerblockmuseum.org		
Executive Director:Ann Spann		
Phone:850 537 5714	Email:bakermuseum@aol.com	
Name and Title of Principle Contact:Ann Spann, Executive Director		
Phone:850 537 5714	Email:bakermuseum@aol.com	
Date of Incorporation:Aug 21, 1997	Consecutive Years of Operation:23	

Program Name:Baker Block Museum	
Total Program Cost: \$35,695	<b>Total Funding Request: \$10,000</b>
<p><b>Public Purpose:</b> Describe in detail how the Program impacts the health, economic opportunity, or social well-being of the clients served, and the methodology for providing services.</p> <p>Clearly align Program impacts with Okaloosa County's Vision of "providing an unmatched economic opportunity and quality of place and life for all citizens" and Mission to "engage our private and public sector partners to provide...economic opportunity and excellence in critical services to enhance the quality of life for all residents."</p> <p>The Baker Block Museum has local history exhibits and a genealogy/local history library. It is a destination for area residents, tourist, Blackwater River State Forest visitors, elementary and home school field trips, senior citizen groups, civic and historical organizations. We host lectures, musical and heritage events that impact the local economy. Our research library has public computers that feature subscriptions to genealogy sites, such as Ancestry.com, Fold 3, Newspapers.com and more in addition to a large collection of local archives. We have published six books on area history using material from our library with additional manuscripts underway. Our museum has partnered with the Okaloosa County Library Co-op to locate our county's only library lending machine at our site. Our annual Baker Heritage Day draws thousands of visitors to the small town of Baker for the educational heritage demonstrations, vendor booths, music and family entertainment. We have preserved and relocated two log cabins, circa 1860 and 1880 in our heritage park, along with a log corncrib, blacksmith shop and 1900 post office/general store. We have recently constructed a large pavilion that will be used for educational programs and community events as well as leasing the space to generate revenue for museum operations. The park is open to the public throughout the year.</p>	

**If there are similar service providers or Programs, distinguish how this Program is different.**

N/A

**Resources:** Explain the agency's staffing, equipment, facilities, etc. that will be used to effectively deliver the Program services described above.

The North Okaloosa Historical Association consist of a nine-member board of directors who serve as the governing body of the Baker Block Museum, determining policy and procedures. The museum staff includes an executive director and accountant. Volunteers help to staff the museum as docents, research aids, and in our gift shop. Grounds and maintenance work is done by inmates from the Okaloosa Correctional Institution Work Camp. The museum building is a historic structure built in 1907-08 with a total of 7,734 square feet. The heritage park is four lots, totaling approximately one-half acre. There are two log cabins and other related farm buildings that are utilized for educational, living history programs and special events.

**Additional Funding Sources:** Please list any additional County funding received as part of this application.

The Baker Block Museum serves as a county park under a joint agreement with Okaloosa County. The county pays the museum's utility bills as a portion of this agreement. The utility bills include; electricity, gas and water.

**Budget:** Provide a clear budget that indicates a reasonable expense for the Program services and leverages other funds to the greatest extent possible.

Federal Grant	State Grant	Private Partnerships	Donations/ Other	Okaloosa County	Total Revenues
N/A	N/A	10,100	16,224	10,000	36,324

Personnel	Program Operations	Administrative/ Overhead	Facilities Repair/ Maintenance	Capital Equipment	Total Expenses
16,877	2,056	9,339	2,901	4,523	35,696

*Note: Okaloosa County will not fund the purchase of capital assets with a value in excess of \$5,000 or a useful life greater than three years.*

Clients Served Annually: 19,800      Cost per Client Served: N/A

**Performance Metrics:** Identify measures to define Program success and impact to clients served.

museum visitors/researchers, annual Heritage Day event, special events and programs	Oct '17 – Sep '18 Actual	Oct '18 – Sep '19 Actual	Oct '19 – Sep '20 Estimate	Oct '20 – Sep '21 Estimate
[Metric 1]	20,865	19,650	18,000	20,000
[Metric 2]				
[Metric 3]				

If historical data is not available for an existing program, please explain.

N/A

The Program's services are not be restrictive with regard to race, sex, age, religion, disability, or any other classification that would be prohibited by law.

The Program's services are available to all residents in Okaloosa County who meet the eligibility requirements of the Agency.

An annual financial report detailing Program revenues and expenditures signed by the agency's Executive Director will be provided.

An annual programmatic report describing progress towards Program outcomes signed by the agency's Executive Director will be provided.

For funding up to \$10,000, an affidavit stating the funds were used for expenses incurred in accordance with the Application and all applicable county, state and federal rules, laws and regulations shall be provided no later than December 31 of the fiscal year for which funding was awarded.

For funding above \$10,000, receipts and documentation which establishes that the funds were expended in conformity with the Application and all applicable county, state and federal rules, laws and regulations shall be provided no later than December 31 of the fiscal year for which funding was awarded.

Agency may be subject to on-site visits or audit by the Board of County Commissioners or its designee.

I have read, fully understand and agree to be bound by Okaloosa County's Non-Profit Funding Policy (the "Policy"). I have completed this application fully and accurately and have not misrepresented any information contained herein. I certify that the requested funds will be used for the purposes set forth in this application and in conformity with the Policy and Florida law.

  
 \_\_\_\_\_  
 Executive Director Signature

May 14, 2020  
 \_\_\_\_\_  
 Date

<b>Application Checklist</b>	
The documents below must be submitted along with your application:	
IRS Determination Letter of 501(c)(3) Status.	✓
IRS 990 Form (most recent tax year)	✓
State of Florida Solicitation of Contributions Form	
Agency's current year budget (revenues and expenses)	✓
Prior year financial statements (revenues and expenses, audited if required)	✓

**Submit the completed form with documents to:** **OMB Director**  
**1250 North Eglin Parkway, Suite 102**  
**Shalimar, FL 32579**  
**(850) 651-7521**

\*\*\*\*\*  
 For Internal Use Only:

<b>Scoring Key:</b> 1 – Serious substantive issues or areas of weakness 2 – Issues or areas of weakness 3 – Acceptable 4 – Thorough details & effective use of resources 5 – Exceptional level of effectiveness & innovation	Score
<b>Public Purpose criteria:</b> - clear description of program services and delivery mechanisms - measureable outcomes to be achieved	

<ul style="list-style-type: none"> <li>- methods and strategies in place to collect valid data to support program outcomes</li> <li>- outcomes that meaningfully work toward achieving Okaloosa County's Vision and Mission statements</li> <li>- identification of other organizations that provide the same or similar services</li> <li>- demonstration of the uniqueness of the organization's program</li> </ul>	
<p><b>Resources criteria:</b></p> <ul style="list-style-type: none"> <li>- information about the program's staffing structure and personnel credentials</li> <li>- description of the necessary equipment, software and physical resources to deliver the program services</li> <li>- evidence that the organization can sustain appropriate levels of service</li> <li>- potential partnerships, collaborations with defined roles and responsibilities</li> </ul>	
<p><b>Budget criteria:</b></p> <ul style="list-style-type: none"> <li>- categorization of revenues and expenses</li> <li>- identification of matching grants or the leveraging of other funding sources</li> <li>- evidence of decreased reliance on Okaloosa County funding</li> </ul>	
<p><b>Performance Measures criteria:</b></p> <ul style="list-style-type: none"> <li>- at least two performance measures that communicate how the program is impacting the defined target population</li> <li>- at least one performance measure that aligns with Okaloosa County's Vision and Mission statements</li> <li>- established measures that drive the program's work and that meet the targeted goals</li> </ul>	
<b>Total</b>	

County Administrator Recommended Funding Amount: \$ \_\_\_\_\_

Board Approved Funding Amount: \$ \_\_\_\_\_

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

AUG 21 1993

NORTH OKALOOSA HISTORICAL  
ASSOCIATION INC  
C/O WILLIAM CHARLES HENDERSON  
PO BOX 186  
BAKER, FL 32531-0186

Employer Identification Number:  
59-3142296

DLN:  
17053221801007

Contact Person:  
D. A. DOWNING

Contact Telephone Number:  
(513) 241-5199

Addendum Applies:  
No

Dear Applicant:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(vi).

~~Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3) is still in effect.~~

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

This supersedes our letter dated May 2, 1997.

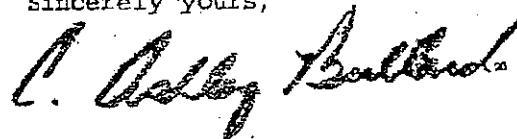
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

5-21-2019

## **OKALOOSA COUNTY NONPROFIT AGENCY FUNDING POLICY**

### **1.0 PURPOSE**

The purpose of this Nonprofit Funding Policy (the "Policy") is to ensure that Okaloosa County is fiscally responsible in the allocation of County General Funds to nonprofit organizations and to ensure that the award and use of such funds are adequately documented. This Policy creates a uniform procedure for the submission, review, approval and accounting of funding requests to the County from nonprofit organizations (the "Agency").

### **2.0 POLICY STATEMENT**

Okaloosa County is committed to providing financial assistance to those nonprofit agencies which assist Okaloosa County Government in carrying out its Vision of "providing an unmatched economic opportunity and quality of place and life for all citizens" and Mission to "engage our private and public sector partners to provide ... economic opportunity and excellence in critical services to enhance the quality of life for all residents."

### **3.0 NONPROFIT AGENCY ELIGIBILITY FOR COUNTY FUNDS**

It shall be the policy of Okaloosa County to consider providing assistance to nonprofit agencies meeting the criteria detailed below.

#### **3.1 Eligibility Requirements**

All nonprofits shall verify their nonprofit status by submitting an IRS determination letter confirming 501(c)(3) status, the most recent IRS 990 form and a current solicitation license from the Florida Secretary of State (or if exempt, the exemption letter). Additionally, nonprofit organizations must not have their revenue suspended by the Florida Secretary of State or have overdue federal or state taxes.

#### **3.2 Accountability**

Nonprofit agencies shall adhere to accountability standards set by this policy and as required by law. **Compliance with these standards is a criterion for funding.** These standards include but are not limited to:

1. Complying with all financial requirements including the submission of financial statements or audits as specified.
2. Complying with program performance measurement requirements including submission of Performance Reports.
3. Complying with all other application terms, including meeting all deadlines.

### 3.3 Funding Eligibility

1. A nonprofit agency must be incorporated under the State of Florida, and have operated for two (2) consecutive years by December 31st of the year preceding the application deadline.
2. Nonprofit agencies may not use a funding agent or other third party arrangement to meet program requirements for eligibility.
3. Only one complete application per agency will be considered each year.
4. Grants are for programmatic expenses (items recognized under Generally Accepted Accounting Practices – GAAP – as operating costs)
5. The County will not fund the purchase of capital assets with a value in excess of \$5,000 or a useful life greater than three years.
6. A nonprofit agency must be available to all residents in Okaloosa County who meet the eligibility requirements of the Agency. Services offered by the agency/program must not be restrictive with regard to race, sex, age, religion, disability, or any other classification that would be prohibited by law.
7. Funding requests must specifically describe how the agency program impacts the health, economic, or social well-being of the clients served and how such program serves a public purpose.
8. Funding requests must also include performance measures establishing how they impact the health, economic, and/or social well-being of the clients served and how they serve a public purpose.

## 4.0 FUNDING APPLICATION PROCEDURE

### 4.1 Application Timeline

1. Annually, a public notice of availability of funding and information for applying will be advertised by the Office of Management and Budget (OMB) Department no later than April 15th.
2. A copy of the application will be available on Okaloosa County's website.
3. Completed applications are due to the OMB Department **no later than the date indicated in each year's public notice. Applications received after the published deadline will be deemed ineligible for that year.**

### 4.2 Application Requirements

A completed County nonprofit funding application is required, along with all required documentation by the advertised deadline.

### 4.3 Funding Award

1. The County Administrator will make nonprofit funding recommendations in the Recommended Budget to the Board of County Commissioners.
2. The Board of County Commissioners will approve final funding for nonprofits when the Annual Operating Budget is adopted.
3. Applicants will be notified of the final funding amount no later than October 1st.
4. Funds may be dispersed in advance or on a reimbursement basis.
5. An agency awarded nonprofit program funds must accept the funds by completion of a contractual agreement which must be signed by the agency's Executive Director and the County Administrator. Failure to execute a contractual agreement will result in forfeiture of funding award.



5-21-2019

#### **4.4 Conflict of Interest**

The consideration, award and funding of any nonprofit agency pursuant to the Nonprofit Program, shall be carried out in a manner consistent with the Code of Ethics for Public Officers and Employees, Florida Statute Chap. 112, Part III, Code of Ethics for Public Officers and Employees and Okaloosa County Human Resources Policy Manual, Chap XIII, Code of Conduct

#### **5.0 GRANT REPORTING AND MONITORING**

Each funded agency will submit an annual financial report and an annual programmatic report. These reports describe progress towards program outcomes and require a financial report detailing expenditures signed by the agency's Executive Director. Agencies are required to maintain detailed back-up documentation of expenditures, available for review by county staff upon request. Failure to comply with these reporting requirements may jeopardize county funding. Site visits may be performed annually to determine and verify data collection methodology. Any Agency which receives funding under this Policy may be subject to an audit by the Board of County Commissioners or its designee.

For funding up to \$10,000, the Agency shall provide an affidavit stating the funds were used to reimburse the Agency for expenses incurred in accordance with this Policy, the Application and all applicable county, state and federal rules, laws and regulations no later than December 31 of the fiscal year for which funding was awarded.

For funding above \$10,000, the Agency shall provide an accounting of those funds along with receipts and documentation which establishes that the funds were expended in conformity with this Policy, the Application and all applicable county, state and federal rules, laws and regulations.

## 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 that<sup>1</sup>—
  - 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:

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<sup>1</sup> <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](mailto: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.

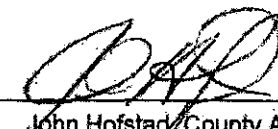
(29) BYRD ANTI-LOBBYING AMENDMENT

- 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  
Name and Title

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'

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:

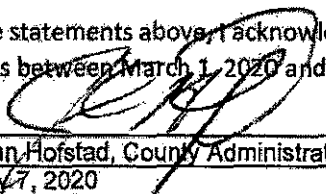
Attachment A

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**

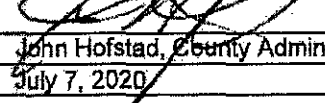
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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



CARES ACT FUNDING  
AGREEMENT  
Amendment No. 1

This Amendment to Agreement No. (the "Agreement") is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division," "FDEM," or "Recipient"), and Okaloosa County, (hereinafter referred to as the "County" or "Recipient").

This Amendment is hereby incorporated into the Agreement. All terms and conditions of the Agreement remain in full force and effect except as otherwise expressly set forth herein. The effective date of this Amendment is September 22, 2020.

THEREFORE, the Parties agree to amend the Agreement language as set forth:

(18) PAYMENTS

The State of Florida, through the Division, will make disbursements, whether as a reimbursement or Advance from each County government's allocation as identified by the attached allotment schedule. Funding for Okaloosa County shall not exceed **\$36,772,156.00**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives on the dates noted below.

\_\_\_\_\_  
SUB-RECIPIENT: Okaloosa County

By: *John Hofstad*

Name and title: John Hofstad County Administrator

Date: 9/24/2020

FID# 596000765

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Allison McLeary  
Name and Title

Digitally signed by Allison McLeary  
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ou=Recovery, ou=RecoveryCoordination,  
cn=Allison McLeary,  
email=Allison.McLeary@em.myflorida.com  
Date: 2020.10.05 09:05:59 -0400

Recovery Bureau Chief/GAR

Date 10-5-20