

Agenda Item #34 for July 14, 2020

GENERAL BUSINESS

34. Ratification of the July 14, 2020 Fiscal Year 2020 Budget Workshop
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #34

Leon County Board of County Commissioners

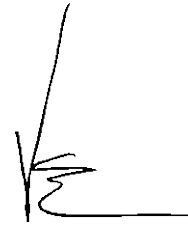
Agenda Item #34

July 14, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of the July 14, 2020 Fiscal Year 2021 Budget Workshop



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director of Office of Financial Stewardship
Lead Staff/ Project Team:	Timothy Barden, Budget Manager Jelani Marks, Senior Management and Budget Analyst

Statement of Issue:

This agenda item ratifies the Board's actions at the July 14, 2020 Fiscal Year 2021 Budget Workshop concerning the development of the FY 2021 Tentative Budget, and the revenue shortfalls for the current year FY 2020 Budget.

Fiscal Impact:

This agenda item has a fiscal impact. It establishes Board direction for preparation of the Fiscal Year 2021 Tentative Budget, and addresses revenue shortfalls in the current fiscal year (FY 2020).

Staff Recommendations:

- Option #1: Ratify the actions taken by the Board during the July 14, 2020 FY 2021 Budget Workshop.
- Option #2: Adopt the "Human Services Emergency Assistance Programs" policy for the Direct Emergency Assistance (DEAP) and Veteran Emergency Assistance (VEAP) Programs (Attachment #1).
- Option #3: Authorize the implementation of RFID/self-checkout and Collection Management Services at the Library in FY 2020 and authorize the County Administrator to execute contracts for these services based on available state term contracts subject to legal review by the County Attorney.

- Option #4: Authorize the County Administrator, or designee, to negotiate and execute an agreement with KAHOA, subject to legal review by the County Attorney, for the transfer of ownership to Leon County of Pimlico and Man O War parks, and to execute any associated documents as necessary to finalize the transaction.
- Option #5: Accept the status report on the County's long-term funding support of the Kearney Center.
- Option #6: Authorize the County Administrator to negotiate and execute a contract with Energy Services Group for the provision of Energy Savings Performance Contractor Services (ESCO), (Attachment #2).
- Option #7: Authorize the County Administrator to engage the County's Financial Advisor to conduct a competitive solicitation to procure tax-exempt financing for the Energy Savings projects.
- Option #8: Establish the maximum countywide millage rate for FY 2021 at 8.3144.
- Option #9: Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing unit (MSTU) for FY 2021 at 0.5 mills.
- Option #10: Approve the proposed *Leon CARES* expenditure plan for the County's allocation of Coronavirus Relief Funds (Attachment# 3).
- Option #11: Authorize the County Administrator to expend Coronavirus Relief Funds as provided in the *Leon CARES* plan, make modifications to program criteria as may be needed to ensure the efficient and timely use of the County's allocation prior to December 30, 2020, and enter into subgrant agreements with fund recipients, subject to legal review by the County Attorney
- Option #12: Approve the *Leon CARES* Resolution and associated Budget Amendment Request (Attachment #4).
- Option #13: Authorize the County Administrator to negotiate and execute a final agreement with Ernst & Young, to support the County's implementation of the *Leon CARES* plan (Attachment #5), in an amount not to exceed \$1.1 million, subject to legal review by the County Attorney.
- Option #14: Authorize the County Administrator, if necessary, to execute future change orders with Ernst & Young to support an increase in the number of individual and business applications processed beyond original estimates or to support other programmatic changes made to *Leon CARES*.
- Option #15: To bring back an agenda item to explore program development and/or expansion, funding alternatives and administrative options of micro loan programs for Black owned businesses and engage the Big Bend Minority Chamber and Capital City Chamber in the evaluation. In addition, include a discussion of micro loans for women owned businesses.

Report and Discussion

Background:

As specified on the Board adopted Budget Calendar, a FY 2021 Preliminary Policy Workshop was conducted on July 14, 2020. The purpose of the workshop was to provide staff direction regarding the development of the FY 2021 Tentative Budget and the revenue shortfalls for the current year FY 2020 Budget.

Analysis:

In accordance with the actions taken during the July 14, 2020 Budget Workshop, the Board authorized the following:

1. Workshop Item #1: Fiscal Year 2021 Preliminary Budget Overview

The Board approved the following option:

1. Direct staff to proceed with developing the FY 2021 Tentative Budget and to address current year (FY 2020) revenue shortfalls based on the budget strategies contained in this item.

In addition, as contemplated in the budget workshop materials, the following options are recommended for approval:

2. Adopt the “Human Services Emergency Assistance Programs” policy for the Direct Emergency Assistance (DEAP) and Veteran Emergency Assistance (VEAP) Programs. The proposed would authorize the County Administrator to realign funding between DEAP and VEAP Programs when deemed appropriate to maximize the number of residents and Veterans assisted (Attachment # 1).
3. Authorize the implementation of RFID/self-checkout and Collection Management Services at the Library in FY 2020 and authorize the County Administrator to execute contracts for these services based on available state term contracts subject to legal review by the County Attorney.

2. Donation of Pimlico and Man O War Parks from the Killlearn Acres Homeowner’s Association to Leon County

The Board approved the following option:

4. Authorize the County Administrator, or designee, to negotiate and execute an agreement with KAHOA, subject to legal review by the County Attorney, for the transfer of ownership to Leon County of Pimlico and Man O War parks, and to execute any associated documents as necessary to finalize the transaction.

3. Status Report on the County's Long-Term Funding Support of the Kearney Center

The Board approved Option #1:

5. Accept the status report on the County's long-term funding support of the Kearney Center.

4. Consideration to Finalize a Contract and Pursue Financing for Energy Savings Performance Contractor Services

The Board approved the following Options:

6. Authorize the County Administrator to negotiate and execute a contract with Energy Services Group for the provision of Energy Savings Performance Contractor Services (ESCO), subject to legal review by the County Attorney (Attachment #2).
7. Authorize the County Administrator to engage the County's Financial Advisor to conduct a competitive solicitation to procure tax-exempt financing for the Energy Savings projects.

5. Establishing Maximum Millage Rates for FY 2021 Tentative Budget

The Board approved the following Options:

8. Establish the maximum countywide millage rate for FY 2021 at 8.3144.
9. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2021 at 0.5 mills.

6. Workshop Item #2: Proposed *Leon CARES* Expenditure Plan for Coronavirus Relief Funds

The Board approved the following Options including the following amendments:

10. Approve the proposed Leon CARES expenditure plan for the County's allocation of Coronavirus Relief Funds (Attachment #3), as amended:
 - Increase supplemental award for MWSBE businesses under the Small Business Grant program from \$500 to \$1,500.
 - Increase funding for the Small Business Grant program from \$6 million to \$7.5 million and reduce the funding in the Reserve/Replenishment Account from \$10 million to \$8.5 million.

- Increase baseline funding awards for the Small Business Assistance Program as follows:
 - For businesses with 1-10 employees, increase baseline award from \$1,500 to \$2,000.
 - For businesses with 11-24 employees, increase baseline award from \$2,500 to \$3,000.
- 11. Authorize the County Administrator to expend Coronavirus Relief Funds as provided in the Leon CARES plan, make modifications to program criteria as may be needed to ensure the efficient and timely use of the County's allocation prior to December 30, 2020, and enter into subgrant agreements with fund recipients, subject to legal review by the County Attorney.
- 12. Approve the associated Resolution and Budget Amendment Request (Attachment# 4).
- 13. Authorize the County Administrator to negotiate and execute a final agreement with Ernst & Young, to support the County's implementation of the *Leon CARES* plan (Attachment #5), in an amount not to exceed \$1.1 million, subject to legal review by the County Attorney.
- 14. Authorize the County Administrator, if necessary, to execute future change orders with Ernst & Young to support an increase in the number of individual and business applications processed beyond original estimates or to support other programmatic changes made to *Leon CARES*.

In addition, the Board approved the following motion:

- 15. To bring back an agenda item to explore program development and/or expansion, funding alternatives and administrative options of micro loan programs for Black owned businesses and engage the Big Bend Minority Chamber and Capital City Chamber in the evaluation. In addition, include a discussion of micro loans for women owned businesses.

The Commission also requested that an additional update regarding the Kearney Center funding be presented at the October 13, 2020 Board meeting.

Options:

1. Ratify the actions taken by the Board during the July 14, 2020 FY 2021 Budget Workshop.
2. Adopt the "Human Services Emergency Assistance Programs" policy for the Direct Emergence Assistance (DEAP) and Veteran Emergency Assistance (VEAP) Programs (Attachment #1).
3. Authorize the implementation of RFID/self-checkout and Collection Management Services at the Library in FY 2020 and authorize the County Administrator to execute contracts for these services based on available state term contracts subject to legal review by the County Attorney.

4. Authorize the County Administrator, or designee, to negotiate and execute an agreement with KAHOA, subject to legal review by the County Attorney, for the transfer of ownership to Leon County of Pimlico and Man O War parks, and to execute any associated documents as necessary to finalize the transaction.
5. Accept the status report on the County's long-term funding support of the Kearney Center.
6. Authorize the County Administrator to negotiate and execute a contract with Energy Services Group for the provision of Energy Savings Performance Contractor Services (ESCO), subject to legal review by the County Attorney.
7. Authorize the County Administrator to engage the County's Financial Advisor to conduct a competitive solicitation to procure tax-exempt financing for the Energy Savings projects.
8. Establish the maximum countywide millage rate for FY 2021 at 8.3144.
9. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing unit (MSTU) for FY 2021 at 0.5 mills.
10. Approve the proposed Leon CARES expenditure plan for the County's allocation of Coronavirus Relief Funds (Attachment# 3).
11. Authorize the County Administrator to expend Coronavirus Relief Funds as provided in the *Leon CARES* plan, make modifications to program criteria as may be needed to ensure the efficient and timely use of the County's allocation prior to December 30, 2020, and enter into subgrant agreements with fund recipients, subject to legal review by the County Attorney.
12. Approve the *Leon CARES* Resolution and associated Budget Amendment Request (Attachment #4).
13. Authorize the County Administrator to negotiate and execute a final agreement with Ernst & Young, to support the County's implementation of the *Leon CARES* plan (Attachment #5), in an amount not to exceed \$1.1 million, subject to legal review by the County Attorney.
14. Authorize the County Administrator, if necessary, to execute future change orders with Ernst & Young to support an increase in the number of individual and business applications processed beyond original estimates or to support other programmatic changes made to *Leon CARES*.
15. To bring back an agenda item to explore program development and/or expansion, funding alternatives and administrative options of micro loan programs for Black owned businesses and engage the Big Bend Minority Chamber and Capital City Chamber in the evaluation. In addition, include a discussion of micro loans for women owned businesses.
16. Board direction.

Recommendations:

Options #1 through #15

Attachments:

1. Proposed Human Services Emergency Assistance Programs Policy.
2. Proposed Energy Savings Agreement.
3. *Leon CARES* Proposed Expenditure Plan for Coronavirus Relief Funds (as amended)
4. *Leon CARES* Resolution and Budget Amendment Request
5. Contract with Ernst & Young for administration of the Leon CARES plan

Board of County Commissioners Leon County, Florida

Policy No. 20-_____

Title: Human Services Emergency Assistance Programs
Date Adopted: July 14, 2020
Effective Date: July 14, 2020
Reference: None
Policy Superseded: None

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a policy shall be in place to administer Leon County's Human Services Emergency Assistance Programs: the Direct Emergency Assistance Program (DEAP) and the Veteran Emergency Assistance Program (VEAP) and is hereby adopted, to wit:

I. Establishment, Purpose, and Guidelines

A. Direct Emergency Assistance Program

The Direct Emergency Assistance Program (DEAP) is established to provide immediate financial assistance to eligible Leon County residents for basic necessities including housing and utilities to prevent homelessness and maintain safe and sanitary housing conditions.

The County Administrator shall establish guidelines for the administration of DEAP in accordance with this Policy. The guidelines may be amended by the County Administrator.

B. Veteran Emergency Assistance Program

The Veteran Emergency Assistance Program (VEAP) is established to provide immediate financial assistance for basic necessities including housing, utilities, and transportation to eligible Leon County residents that are veterans and have served a minimum of ninety (90) days in the United States military.

The County Administrator shall establish guidelines for the administration of VEAP in accordance with this Policy. The guidelines may be amended by the County Administrator.

II. Form of Assistance and Maximum Level of Assistance

- A. DEAP shall provide financial assistance for the following forms of payments:
 - 1. Rent
 - 2. Mortgage
 - 3. Utility
 - 4. Home Fuel

- B. VEAP shall provide financial assistance for the following forms of payments:
 - 1. Rent
 - 2. Mortgage
 - 3. Utility
 - 4. Home Fuel
 - 5. Temporary Shelter
 - 6. Transportation

- C. All other uses of DEAP and VEAP funding for assistance are prohibited.

- D. The maximum of level of assistance for housing (rent or mortgage) shall be limited to the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent for Leon County based on the number of bedrooms within the home. An applicant will be required to demonstrate the ability to make any payments above the HUD Fair Market Rent required to mitigate eviction or foreclosure.

- E. The maximum of level of assistance for utility or home fuel shall be limited to the amount required to avoid disruption of services for the subsequent 30 days.

- F. The VEAP guidelines shall establish the maximum of level of assistance for Temporary Shelter and Transportation based on cost-of-living increases reported by the federal government or by sound market data.

III. Eligibility

- A. Applicants must reside in Leon County at the time of application to be eligible for DEAP or VEAP. Additionally, VEAP applicants must be veterans and have served a minimum of ninety (90) days in the United States military.

- B. Applicants must have good likelihood of future independence and must demonstrate that their situation will improve by the next payment date for housing and/or utility.

- C. Applicants and his/her household must be in “need” of emergency assistance. Need is demonstrated and documented when the household’s income for the most recent 30-day period is less than the household’s Basic Necessity Expenditures for the most recent 30-day period.

1. For determining eligibility, income shall include the following:
 - i. Wages
 - ii. Commissions
 - iii. Farm Earnings
 - iv. Self-Employment
 - v. Retirement Income/Pension/401K
 - vi. Social Security
 - vii. Supplemental Security Income/Social Security Disability
 - viii. Veteran's Administration Benefits
 - ix. Unemployment Compensation
 - x. Child Support or Alimony
 - xi. Vocational Rehabilitation Benefits
 - xii. Temporary Assistance for Needy Families (TANF)
 - xiii. Assistance Received from Family and Friends

 2. For determining eligibility Basic Necessity Expenditures shall include the following:
 - i. Housing
 - ii. Utility/Fuel
 - iii. Food
 - iv. Childcare
 - v. Transportation
 - vi. Telephone
 - vii. Internet Service
 - viii. Emergency Expenditures (unexpected documented circumstances that impact finances such as fire, flood, theft, or a medical emergency)

 3. With the exception for Emergency Expenditures, the Basic Necessity Expenditures shall be calculated up to the maximum market level information reported by the federal government or by sound market data.

 4. The maximum market information for the Basic Necessity Expenditures shall be reviewed annually to adjust for cost-of-living increases reported by the federal government or by sound market data and amended upon approval of the County Administrator, or designee.
- D. Applicants and any adult members of his/her household must be employed and work at least 30 hours a week OR unemployed and actively seeking full-time work (at least 30 hours a week) unless they meet one or more of the following exceptions:
1. An individual who is 62 years old or older.
 2. An individual who is under the age of 18 years old. However, an individual between the ages of 16 and 17 years old not enrolled in high school or an institution of higher education such as college or a technical school is considered an adult and must work at least 30 hours a week unless he/she meets one of the other exceptions presented in this section.

3. An individual who is 18 years or older currently enrolled full-time in an institution of higher learning; full-time means at least 12 credit hours. However, at least one adult in the household must work at least 30 hours a week.
 4. An individual who is unable to work. (*Verification from a physician or documentation from the U.S. Social Security Administration is required*)
 5. An individual who is needed in the home to care for a disabled adult or child. (*Verification from a physician is required*)
 6. An individual who is employed but is currently not working or working fewer hours due to inclement weather, furlough or downsizing. (*Verification from employer is required*)
 7. An individual who has applied for or is receiving unemployment compensation.
 8. An individual (one adult per household) who is needed in the home to care for an infant six (6) months old or younger.
- E. Applicants and his/her household shall be limited for assistance to one time every twelve (12) months and no more than three (3) times over the life time of the DEAP or VEAP programs.

IV. Funding

The Leon County Board of County Commissioners shall establish the annual budget for DEAP and VEAP, respectively. The County Administrator is authorized to realign funding between DEAP and VEAP to maximize assistance to Leon County residents and veterans.

V. Program Administration

The DEAP and VEAP programs shall be administered by the Office of Human Services and Community Partnerships. However, the County may contract with one or more local organizations to administer any or all portions of one or both programs.

GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

THIS GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT (herein sometimes “Agreement” and sometimes “Contract”), made this ____day of _____, 20__, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (hereinafter called “County” or “Owner”) and Energy Systems Group, LLC, an Indiana limited liability company (hereinafter called “Contractor” or “ESG”),

WITNESSETH:

WHEREAS, Owner published a Request for Qualifications for Energy Savings Performance Contractor Services (“RFQ”) on May 17, 2019, and Contractor submitted its proposal in response to the RFQ on June 11, 2019; and

WHEREAS, Owner selected Contractor for the performance of the Project, and thereafter Owner and Contractor entered into a Performance Contract Project Development Agreement (“PDA”) on _____, 2019; and

WHEREAS, Contractor has submitted to Owner the report (“Report”) required by Florida Statutes 489.145(4)(b), which Report, among other things, discusses the construction and/or installation of energy related upgrades at facilities owned by Owner and located in Leon County, Florida (herein the “Facilities”); and

WHEREAS, Owner wishes to accept Contractor’s Report to perform the work described in Exhibit A Scope of Work (hereinafter the “Work”), and Owner and Contractor desire to enter into this Agreement to memorialize their respective agreements and undertakings with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Contract Documents. The parties hereby incorporate by reference, as if fully set forth herein, the following documents and instruments, all of which together with this Agreement are herein referred to as the “Contract Documents”:

- Schedule 1 - Final Acceptance Certificate
- Schedule 2 - Partial Acceptance Certificate
- Schedule 3 - Anticipated Payment Request Draw Schedule
- Exhibit A - Scope of Work

- Exhibit B - Energy Savings Guarantee and Measurement and Verification Plan
- Exhibit C - Support Services Agreement
- Exhibit D - Opinion of Owner's Counsel
- Exhibit E - State Specific Statutory Requirements

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement.

If there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall control with respect to the subject matter hereof.

2. Scope of Project. For purposes hereof, the term "Project" shall mean and include the installation of the energy, water, and wastewater efficiency and conservation measures (as defined in Florida Statutes 489.145) and related upgrades ("ECMs" or "Measures") at Owner's Facilities, which are defined in Exhibit A, Scope of Work, and annual support services as outlined in Exhibit C, Support Services Agreement.

2.1 Dodd-Frank Municipal Advisor Rule Statement: ESG is retained by Owner as an engineering and energy services firm to design and deliver energy-related and other infrastructure solutions described in the Scope of Work. Owner acknowledges that ESG is not a financial advisor or municipal advisor as contemplated under the U.S. securities laws, is not providing recommendations regarding any municipal financial product or the issuance of municipal securities, and does not owe a fiduciary duty to Owner under section 15B of the Securities Exchange Act, or otherwise. Owner acknowledges that as a commercial entity ESG is influenced by its own interests, which will not always be the same as Owner's. Owner has had the opportunity to retain and consult with such financial, municipal, legal or other advisors as it may deem appropriate regarding this Project.

3. General Obligations and Rights of Contractor. Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all applicable laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits and licenses which may be required in connection with the Project.

3.1 Warranty. Contractor hereby warrants to Owner that all materials furnished by Contractor, if any, and all workmanship performed by Contractor in connection with the Project, shall be in accordance with the general industry standards of the construction industry; shall be performed

in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all applicable laws, rules and regulations; and shall be free from any and all faults or defects in material and workmanship. Contractor shall promptly remedy any and all defective materials or workmanship furnished by Contractor or any subcontractor upon receipt of written notice thereof from Owner. If required by Owner, Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment used in connection with the Project.

The warranty set forth herein shall continue to be effective for a period of one year following Owner's acceptance or beneficial use of each ECM, acceptance of a particular Facility, or acceptance of the Work, whichever comes first. Owner shall give Contractor written notice of all defective Work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective Work in an expeditious manner.

CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent possible, Contractor shall assign to Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

3.2 Approvals. Upon completion of the Work, Contractor shall obtain all required approvals of the installation of the Measures constituting the Work.

3.3 Indemnification. Contractor shall indemnify, defend, and hold harmless Owner, the agents, officers, employees, and representatives of Owner (herein the "Indemnified Owner Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Contractor, any subcontractor, or the agents, employees, or representatives of Contractor or any subcontractor, including any injury (including death) sustained by or any damage to the property of, any person; provided however, that Contractor shall not be responsible for any injury (including death), damage, or loss (including reasonable attorneys' fees and expenses) that is caused by the sole negligence of an Indemnified Owner Party, nor shall Contractor be held responsible for the concurrent negligence of an Indemnified Owner Party.

Contractor agrees to indemnify, defend and hold Owner, its successors and assigns, and any assignee of Contractor, harmless from the payment of any sum of money whatsoever (including reasonable attorneys' fees and expenses) on account of any laborer's, mechanic's, materialmen's or any other lien against Owner's property related to Contractor's performance of the Project, unless the lien is caused by some fault of Owner or some person or entity acting on Owner's behalf.

Subject to the limitations set forth in Section 768.28, Florida Statutes, Owner shall indemnify, defend and hold harmless Contractor, and the agents, officers, shareholders, directors, and employees of Contractor and any assignee of Contractor (herein the "Indemnified Contractor Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Owner and agents, employees or representatives of Owner, including any injury (including death) sustained by or any damage to the property of, any person; provided, however, that Owner shall not be responsible for any injury (including death), damage or loss (including reasonable attorneys' fees and expenses) which is caused by the sole negligence of an Indemnified Contractor Party, nor shall Owner be held responsible for the concurrent negligence of an Indemnified Contractor Party.

As a condition precedent to the duties to indemnify, defend and/or hold harmless (collectively "Indemnification") established in this Contract, the indemnified party must provide prompt notice to the indemnitor of a claim or matter for which Indemnification is sought, must allow the indemnitor to select counsel and control the defense, must cooperate with indemnitor at indemnitor's expense, and must allow the indemnitor to settle the matter at its expense.

3.4 Bonds. Before entering upon the performance of this Agreement, Contractor shall execute for the benefit of Owner, a Performance Bond and Payment Bond, in form acceptable to Owner and as required by Florida Statutes 255.05. Each bond shall be in an amount equal to the Contract Price (as defined below in Section 5 of this Agreement).

The Performance Bond shall also be a guarantee for the repair or replacement of any portion of the Work that is defective to and including the date of Owner's Final Acceptance of the Work. The Payment Bond shall be a guarantee for the payment for labor, materials and equipment furnished for use in the performance of Contractor's obligations hereunder. The Performance and Payment Bond will terminate effective the date of Owner's Final Acceptance of the Work. Effective immediately thereafter, a Maintenance Bond will be provided for the one-year period commencing

on the date of Owner's Final Acceptance of the Work in the amount of 10% of the total Contract Price. The surety which executes the Performance Bond and Payment Bond will waive any right to independent notice under this Agreement if Contractor receives such notice, and consents to any extensions of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of the Agreement by the parties or by their successors or assigns. Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Section 3.5, Guaranteed Savings, as further set forth in Exhibit B Energy Savings Guarantee and Measurement and Verification Plan, or any related provisions.

3.5 Guaranteed Savings. The Project will result in energy savings in the total amount of \$_____, operational savings in the total amount of \$_____, and capital cost avoidance savings in the total amount of \$_____, as outlined in Exhibit B - Energy Savings Guarantee and Measurement and Verification Plan, during the ___ year period following Substantial Completion of the Work (herein the "Total Guaranteed Savings"). Contractor represents, warrants and guarantees that such Total Guaranteed Savings exceed Owner's total cost of the Project, and that the annual cost savings resulting from the Work will meet or exceed the amortized cost of the ECMs.

It is agreed that the Contractor's obligation to deliver the operational savings and capital cost avoidance savings described in Table A of Exhibit B will be fully satisfied upon Substantial Completion of the Work based on the documentation and data approved by Owner and included herein. Contractor represents and warrants the requirements set forth in Exhibit E, State Specific Statutory Requirements, will be met.

3.7 Insurance.

3.7.1 Obtaining Proper Insurance. Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required by this Section 3.7; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that Owner is an additional insured on Contractor's public liability and automobile liability policies. In the event that subcontractors are not covered by Contractor's policies of insurance, each subcontractor shall secure policies of insurance which meet the requirements of this Section 3.7.

3.7.2 Amount of Insurance. Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project:

(A) Worker's Compensation, Employer's Liability, and Occupational Disease Insurance. Statutorily required worker's compensation insurance, including employer's liability (\$500,000 minimum limit) and occupational disease coverage, to the extent mandated by applicable state law, on all of Contractor's employees engaged in the Project;

(B) Public Liability. Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

(C) Automobile Liability. Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile owned or hired by Contractor, with such

insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

3.8. Builder's Risk Insurance. Contractor shall purchase and maintain a builder's risk insurance policy, providing coverage for the risk of physical loss or damage to the Measures in an amount equal to the completed value of the Work contracted hereunder. This builder's risk insurance policy shall be maintained by Contractor until Substantial Completion of the Work ("Substantial Completion", as used in this Agreement, means that the Work or a designated portion thereof is sufficiently complete so that the Owner can utilize the Work for its intended use). Such builder's risk insurance policy shall not insure against damage to existing Owner property, but only the Measures installed pursuant to this Agreement. If any of the Measures are damaged or destroyed after they are installed to Owner's Facilities, but prior to Substantial Completion of the Work, the proceeds of such insurance shall be utilized by Contractor to repair or replace such Measures. If any of the Measures are damaged or destroyed after Substantial Completion of the Work, Owner shall be obligated to promptly repair or replace the damaged or destroyed Measures at its sole cost and expense. The Owner as well as Contractor's subcontractors shall be considered "Additional Named Insureds," insofar as their interests appear, pursuant to ESG's builder's risk insurance policy.

3.9. Waiver of Rights Relating to Insurance.

Owner and Contractor hereby release each other and each other's employees, agents, and subcontractors from any and all liability for any loss of or damage to property arising during the Project by reason of fire or other casualty or any other risk or cause which is or which is required to be insured against under this Agreement, regardless of cause, including the negligence of Owner or Contractor and their respective employees, agents, and subcontractors, and agree that all insurance carried by either of them shall contain a clause whereby the insurer waives its right of subrogation against the other party. Because the provisions of this paragraph are intended to preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurer or any other person, each party to this Agreement shall give to each insurance company which has issued to it one or more policies of insurance required by this Agreement notice of the provisions of this

paragraph and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this paragraph.

4. Title and Risk of Loss. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor pursuant to this Agreement shall transfer to Owner upon Substantial Completion of the Work. Title to a Measure shall vest with Owner upon the earlier occurrence of (i) installation and payment for such Measure(s) to Contractor; (ii) the Owner's written acceptance of a particular Measure or Facility, as the case may be, in the form of Schedule 2 (the "Partial Acceptance Certificate"); or (iii) the Owner's written acceptance of all of the Work in the form of Schedule 1 (the Owner's "Final Acceptance Certificate"). It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance.

Owner shall be responsible for operating and maintaining all Measures that are installed. Further, Owner represents that it is a governmental entity and that it will cooperate with Contractor and will provide the same with appropriate documentation so that the Contractor may establish that it shall not be required to pay taxes, fees, assessments, or other charges of any character which may be imposed or incurred by any governmental or public authority as an incident to title to, ownership of, or operation of the ECMs installed during this Project.

5. Contract Price and Payments.

5.1 Contract Price. In consideration of Contractor's performance of the Work, Owner shall pay Contractor the sum of _____ Dollars (\$_____) (herein the "Contract Price"), in accordance with the provisions of this Section 5.

5.2 Concerning Payment of the Contract Price. The following provisions shall apply to payment of the Contract Price:

5.2.1 Applications for Payment. Payment of the Contract Price shall be made in monthly installments based upon Contractor's progress in completing the installation of the Work, except that Contractor shall be paid an "Initial Payment" equal to 30% of the Contract Price, which shall compensate Contractor for preconstruction work and services performed

at Contractor's sole cost and risk prior to the execution of this Agreement. The request for such Initial Payment shall be submitted to Owner upon the execution and delivery of this Agreement. Contractor shall not submit to Owner any additional invoices until such time as Contractor has performed Work with a cumulative value in excess of the Initial Payment described herein.

With respect to monthly progress payments, Contractor shall submit to Owner each month, an application for payment on a form mutually agreeable to Contractor and Owner. Owner shall pay or cause to be paid such invoice within 30 days of receipt. For payments not timely made, interest shall accrue at 10% per annum.

5.2.2 Completion and Inspection; Acceptance. When Contractor reasonably believes that an ECM, a Facility or all of the Work is substantially complete, it shall notify Owner that such ECM, Facility or all of the Work is ready for inspection and acceptance. Within five business days following such notification, the Owner shall commence to conduct such inspections as it deems necessary or appropriate in order to determine that the ECM, Facility, or all of the Work, as the case may be, is free from defects and that the installation of the ECM, Facility, or all of the Work, as the case may be, has been completed in conformity with the Contract Documents. If any aspect of the ECM, Facility, or all of the Work, as the case may be, shall be incomplete as of the date of such inspection, Owner shall notify Contractor in writing as to the items that render the ECM, Facility, or all of the Work, as the case may be, incomplete (such writing herein referred to as the "Punch List").

Contractor shall, at its expense and without further cost to Owner, undertake to perform such work as will complete the Punch List in compliance with the Contract Documents as soon as practicable. Contractor retains the right to dispute that an item or items on the Punch List is required by the Contract Documents. If Contractor does not satisfactorily complete the Punch List agreed to by Owner and Contractor by a date 30 days following Owner's submission of the agreed to Punch List, Owner shall have the right to order Contractor to stop any further work on the agreed to Punch List and Owner shall be entitled to complete the agreed to Punch List. In such event, Contractor shall be responsible for all costs incurred by Owner in completing the agreed to Punch List and Owner shall have the right to deduct all such costs from any payment then or thereafter due to Contractor. If

such cost exceeds the balance of the Contract Price then or thereafter due Contractor, Contractor shall pay such excess to Owner within 10 days following Owner's demand therefor.

Periodically during the performance of the Work, the Owner agrees to provide Contractor with written notice of the Owner's acceptance of a particular ECM or Facility, as the case may be, in the form of Schedule 2 (the "Partial Acceptance Certificate"). Following Contractor's completion of all Work and completion of the agreed to Punch List, Owner agrees to provide Contractor prompt written notice of its acceptance of all of the Work by executing and delivering Schedule 1 to the Contractor (the Owner's "Final Acceptance Certificate") upon satisfaction of the following conditions:

- A. Contractor shall have completed the agreed to Punch List to Owner's reasonable satisfaction and Contractor shall have corrected any other non-conforming items or condition, if any, reported to it by Owner;
- B. Contractor shall have furnished to Owner's reasonable satisfaction, evidence that all equipment and labor costs incurred or accrued in connection with the Work have been or will be promptly paid; and
- C. Contractor shall have delivered to Owner all drawings and documents required to be furnished by Contractor pursuant to the Contract Documents.

If Owner is required to complete the agreed to Punch List, the date of Final Acceptance shall be extended to the date upon which the Work is completed by Owner, or any person retained by Owner, in accordance with the Contract Documents.

5.2.3 Final Payment. Any sums due and owing in respect of the Contract Price shall be payable to Contractor within 10 calendar days after the date Owner delivers a signed Schedule 1 to the Contractor, signifying the Owner's Final Acceptance of the Work.

6. Independent Contractor. It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be paid directly by Contractor, and shall be subject to Contractor's orders and supervision.

7. Inspection; Defective Work. Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the Work by Owner. It shall, within forty-eight hours after receiving written notice from Owner to that effect, proceed to remove from the Facilities all materials that fail to conform to the Contract Documents.

8. Termination.

8.1 Owner's Right to Terminate. Should Contractor fail to perform any material term or condition of the Contract Documents, Owner shall be at liberty, after 30 days written notice to Contractor and Contractor's failure to remedy the problem within that time period, to terminate this Agreement and to enter upon the Facilities and take possession of the equipment and materials for the purpose of completing the Work to be done under this Contract, to use all materials of Contractor available for such Work, and to employ any other person or persons to finish the Work and to provide such additional materials therefor as may be necessary; and in case of such termination of the employment of Contractor, Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by Owner in finishing the Work, such excess shall be paid by Owner to Contractor, but if such expense shall exceed such unpaid balance, Contractor shall pay the excess to Owner. The expenses incurred by Owner as herein provided, either for the furnishing of materials or for finishing the Work, shall be certified by Owner, and payment shall be made upon such certification.

8.2 Contractor's Right to Terminate or Stop Work. Should Owner fail to perform any material term or condition of the Contract Documents, Contractor shall be at liberty, after 30 days written notice to Owner and Owner's failure to remedy the problem within that time period, to terminate this Agreement or stop Work. If Contractor elects to stop Work, Contractor shall not be required to recommence Work until such time as Owner has completely remedied its breach.

9. Delays. Should Contractor be obstructed or delayed in the prosecution or completion of the Project or the performance of its obligations under the Energy Savings Guarantee specified in Exhibit B by the act, negligence, delay, or default of Owner or by any other damage, act or cause beyond the reasonable

control of Contractor or any subcontractor, then the time herein fixed for the completion of Contractor's obligations specified in the Agreement shall be extended for a period equivalent to the time lost by reason of such event. If Contractor is delayed by actions or inactions of Owner or its agents or employees, Owner shall be required to reimburse Contractor for its additional costs incurred as a result of such delay.

10. Contractor to Furnish Required Statements. Contractor shall provide all statements, affidavits, waivers, and other instruments required by applicable state or federal law or regulation or by applicable local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and Contractor hereby acknowledges receipt of notice from Owner to furnish same.

11. Nondiscrimination in Hiring Employees.

- A. Contractor, any subcontractor, any supplier or any sub-supplier of a party to this Contract shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or military status. Breach of this provision may be regarded as a material breach of this Contract.
- B. Since this Contract involves the construction, alteration, or repair of a public building or public work, Contractor agrees:
- (1) That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, Contractor, subcontractor or any person acting on behalf of Contractor or subcontractor shall not, by reason of race, religion, color, sex, national origin, or ancestry, discriminate against any citizen of the State of Florida who is qualified and available to perform the Work to which the employment relates; and
 - (2) That Contractor, a subcontractor, or any person on his or their behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, or ancestry.

12. Miscellaneous Provisions.

12.1. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

12.2. Notices. Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to Contractor, or personally delivered to Owner in the case of a Notice to be given to Owner, or (ii) deposited in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner: [Name, Title]
Leon County, Florida
301 South Monroe Street
Tallahassee, Florida 32301

If to Contractor: Steven W. Spanbauer, President
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, Indiana 47630

Either party may change its address or its designated representative for receipt of notices by submitting a notice in compliance with this Section.

If Owner has questions about billing, invoices or any other accounting or related administrative issues, it can make contact (which will not constitute Notice) with:

Drew Bailey, Vice President, Finance & Accounting
Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630
(812) 492-3754
dbailey@energysystemsgroup.com

12.3. Allocation of IRC 179D or Similar Income Tax Deduction Benefits. As a result of ESG's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to ESG as the party primarily responsible for designing energy efficiency improvements implemented at Owner's Facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here ESG. Owner hereby agrees to allocate to ESG such deduction and any similar deduction enacted by Congress to replace IRC 179D. Owner agrees to cooperate with ESG by executing annually during the construction of the Measures, and promptly returning to ESG, a written allocation and declaration required by IRC 179D. ESG will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Owner's signature. Notwithstanding anything to the contrary herein, Owner makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by ESG. ESG assumes all risk related to such allocation and deduction.

12.4. Claims for Damages. Any claims by either party hereto for bodily injury or damage to personal property caused by any act or omission of the other party hereto or by any of such party's employees or agents or others for whose acts it is legally liable shall be made in writing to such other party within a reasonable time after the occurrence or first knowledge of such injury or damage.

12.5. Assignment. Neither party shall assign, transfer, pledge, or grant any security interest in, or otherwise dispose of, this Agreement or the equipment or any interest in this Agreement or the equipment without first obtaining the other party's written consent. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

12.6. Waivers. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights unless such waiver is in writing and signed by both parties.

12.7. Remedies Cumulative. Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity. Upon the occurrence of a default, hereunder, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, and (ii) recover damages for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement.

12.8. Tests. If the Contract Documents or the laws, ordinances, rules, or regulations of any public authority having appropriate jurisdiction require inspection, testing, or approval of any of the Work, Contractor shall give Owner timely notice of Contractor's readiness for such inspection, testing, or approval and of the date thereof so that Owner may be present to observe such inspection, testing, or approval by such public authority. Contractor shall be responsible for and pay all costs for any such inspection, testing, or approval unless otherwise provided for herein. All required licenses, permits, or certificates applicable to any such inspection, testing, or approval shall be obtained by Contractor and promptly delivered to Owner.

12.9. Hazardous Materials. If during the performance of the services related to the Project, the presence of Hazardous Materials is discovered or reasonably suspected, Contractor shall notify Owner of such discovery or suspicion and shall be permitted to immediately cease all Work that may require contact with or exposure to such hazardous materials until Owner has inspected the same and Owner has made arrangements for the removal of the same at its expense. Contractor shall be entitled to an extension of the time fixed for the completion of the Work equivalent to the time required to remediate such Hazardous Material. "Hazardous Materials" includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities, including, without limitation, asbestos, mold, lead paint and soil or water contamination of any kind, unless expressly included within the Scope of Work.

12.10. Amendments. No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto.

12.11. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

12.12. Entire Agreement. This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements whether written or oral.

12.13. Review by Counsel. This Contract has been reviewed by counsel selected by the Owner, who has issued an opinion consistent with the form Opinion of Owner's Counsel, identified within Exhibit D, hereto.

[Remainder of page intentionally left blank; signature page to follow.]

LEON COUNTY, FLORIDA

By _____

Its _____

ATTEST:

By _____

Approved as to form:
Leon County Attorney's Office

By: _____

ENERGY SYSTEMS GROUP, LLC

By _____

Its _____

ATTEST:

By _____

Its _____

SCHEDULE 1

FINAL ACCEPTANCE CERTIFICATE

(The parties agree and acknowledge that this Final Acceptance Certificate shall be used to signify the Owner's Final Acceptance of the Work pursuant to Section 5.2.2 of the Agreement.)

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Re: Guaranteed Energy Savings Performance Contract, dated as of _____, 20__ (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Leon County, Florida (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The Work (as defined in the Agreement) has been delivered, installed, and accepted as of _____ (the "Final Acceptance Date").

Owner has conducted such inspection and/or testing of the Work, as it deems necessary and appropriate, and hereby acknowledges that it accepts all of the Work for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, a default or breach of contract exists at the date hereof.

Sincerely,

LEON COUNTY, FLORIDA

By: _____

Its: _____

Date: _____

SCHEDULE 2

PARTIAL ACCEPTANCE CERTIFICATE

(The parties agree and acknowledge that the substance of this Partial Acceptance Certificate shall be used to signify the Owner's periodic Acceptance of designated portions of the Work.)

Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630

Re: Guaranteed Energy Savings Performance Contract, dated as of _____, 20__ (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and Leon County, Florida (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The ECM (or ECMs), Facility (or Facilities), as the case may be, (as defined in the Agreement) have been delivered, installed, and accepted as of _____ (the "Acceptance Date").

Owner has conducted such inspection and/or testing of the ECM (or ECMs), Facility, as the case may be, as it deems necessary and appropriate and hereby acknowledges that it accepts the ECM (or ECMs), Facility, as the case may be, for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, a default or breach of contract exists at the date hereof.

Sincerely,

LEON COUNTY, FLORIDA

By: _____

Its: _____

Date: _____

SCHEDULE 3

ANTICIPATED PAYMENT REQUEST DRAW SCHEDULE

Start Date	Amount
Initial Payment	30%
_____	30%
_____	30%
Job Final	10%

DRAFT

EXHIBIT A
SCOPE OF WORK

To be inserted

DRAFT

EXHIBIT B

ENERGY SAVINGS GUARANTEE AND MEASUREMENT AND VERIFICATION PLAN

To be inserted

DRAFT

EXHIBIT C

SUPPORT SERVICES AGREEMENT

ENERGY SAVINGS GUARANTEE REPORTING

As part of the Energy Guarantee, Energy Systems Group, LLC will provide an annual Energy Savings Guarantee Report for the annual sum of \$_____. The initial annual fee will be billed upon Final Acceptance of the Project, and subsequently billed annually through the <__>-year period of the Energy Guarantee.

During the term of the Agreement, Owner may cancel the annual Energy Savings Guarantee Report by providing written notice to ESG at least 30 days prior to the beginning of the next Guarantee Year. If Owner makes such request to cancel the annual Energy Savings Guarantee Reports, the parties agree that ESG will no longer be obligated to perform the remaining annual Energy Savings Guarantee Reports, and the energy savings guaranteed by ESG during the term of the Agreement shall be considered fully satisfied and the Agreement will terminate.

Additionally, if Owner fails to pay the annual Energy Savings Guarantee Report fee within 60 days of receipt of the annual Energy Savings Guarantee Report fee invoice, ESG has the right to terminate this Support Services Agreement. In this event, both parties agree that the energy savings guarantee provided by ESG during the term of the Agreement shall be considered fully satisfied. Both parties further agree that upon this occurrence ESG will no longer be obligated to perform the remaining annual Energy Savings Guarantee Reports, and the energy savings guarantee contained in the Agreement will be considered satisfied in full and the Agreement will terminate. The cost of the annual fee will be escalated at three percent per year.

Agreed to by the Owner and Contractor this _____ day of _____, 20__.

LEON COUNTY, FLORIDA

ENERGY SYSTEMS GROUP, LLC

By _____

By _____

Its _____

Its _____

EXHIBIT D

**OPINION OF OWNER'S COUNSEL
(TO BE TYPED ON COUNSEL'S LETTERHEAD)**

Energy Systems Group, LLC
And Its Assignee
9877 Eastgate Court
Newburgh, IN 47630

Ladies and Gentlemen:

I am counsel for Leon County, Florida ("Owner"). In order to render this opinion I have reviewed the Guaranteed Energy Savings Performance Contract (the "Agreement"), dated as of _____, 20__, between Owner and Energy Systems Group, LLC ("Contractor"), and other documents and instruments related to the Agreement or otherwise necessary to render this opinion, as well as all proceedings taken by Owner in connection with the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Based upon the foregoing it is my opinion that:

1. Owner is a duly organized and validly existing political subdivision of the State of Florida and is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and related regulations and rulings.
2. Owner has the power and authority to execute and perform the Agreement and to purchase ECMs from Contractor thereunder.
3. The Agreement and related instruments and documents:
 - (a) Have been duly authorized by appropriate resolutions;
 - (b) Do not contravene and will not violate or result in a default under any charter, certificate of incorporation, by-laws, indenture, or any other agreement or instrument by which Owner or its property is bound or to which Owner is a party;
 - (c) The Agreement has been duly executed by the duly authorized officers of Owner, and does and will constitute the legal, valid, and binding obligations of Owner enforceable against Owner in accordance with their respective terms.
4. No approval or consent is required from any governmental authority with respect to the entering into or performance by Owner of the Agreement and the transactions contemplated thereby or if any such approval is required it has been duly obtained.
5. No litigation or other proceedings are pending or, to the best of my knowledge, threatened against Owner which would adversely affect Owner's legal title to the ECMs or, if decided adversely to Owner, would materially affect its financial condition.

This opinion is for the benefit of the addressee and any Assignee, and you and such Assignee and any counsel engaged by you or such Assignee shall be entitled to rely hereupon, including such counsel's reliance hereupon in giving its opinion addressed to other persons.

Very truly yours,

EXHIBIT E

STATE SPECIFIC STATUTORY REQUIREMENTS FOR FLORIDA STATE AGENCIES, CITIES AND COUNTIES

The Owner and the Contractor agree that the following statutory requirements shall be applicable to this Agreement:

1. Florida Statutes 489.145 regarding guaranteed energy, water, and wastewater performance savings contracts shall apply to this Agreement.
2. The Contractor represents and warrants (i) that the Project constitutes the installation of one or more “energy, water, and wastewater efficiency and conservation measure” as defined in Florida Statutes 489.145(3)(b), and (ii) that this Agreement is a “guaranteed energy, water, and wastewater performance savings contract” as defined in Florida Statutes 489.145(3)(d). The Contractor further represents and warrants that it is a “guaranteed energy, water, and wastewater performance savings contractor” as defined in Florida Statutes 489.145(3)(e).
3. Pursuant to Florida Statutes 489.145(3)(d), the Contractor guarantees that the actual annual savings shall meet or exceed the total annual contract payments made by the Owner under the Agreement, and the savings may include allowable cost avoidance if determined appropriate by the Chief Financial Officer.
4. The Contractor represents and warrants it has provided to Owner the report that is required pursuant to Florida Statutes 489.145(4)(b).
5. The Owner has made the necessary findings to support this Agreement as is required by Florida Statutes 489.145(4)(c).
6. Pursuant to Florida Statutes 489.145(5)(a), the Contractor guarantees to the Owner that the annual cost savings realized as a result of this Agreement will meet or exceed the amortized cost of energy, water, and wastewater efficiency and conservation measures.
7. Pursuant to Florida Statutes 489.145(5)(b), all payments to the lender by the Owner, except obligations on termination of the Agreement before its expiration, may be made over time, but not to exceed twenty years from the date of complete installation and acceptance by the Owner, and that the annual savings are guaranteed to the extent necessary to make annual payments to satisfy this Agreement.
8. Pursuant to Florida Statutes 489.145(5)(e), Contractor shall provide to the Owner an annual reconciliation of the guaranteed energy or associated cost savings. If the reconciliation reveals a shortfall in annual energy or associated cost savings, the Contractor is liable for such shortfall.
9. Pursuant to Florida Statutes 489.145(5)(f), payments of not less than one-twentieth of the Contract Price are to be paid within two years of the date of the complete installation and acceptance by the Owner using straight-line amortization for the term of the loan, and the

remaining costs are to be paid at least quarterly, not to exceed a twenty year term, based on life cycle cost calculations.

10. Pursuant to Florida Statutes 489.145(5)(g), the term of this Agreement may extend beyond the fiscal year in which it becomes effective; however, the term of this Agreement expires at the end of each fiscal year and may be automatically renewed annually for up to twenty years, subject to the Owner making sufficient annual appropriations based upon continued realization of energy, water, and wastewater savings.
11. Pursuant to Florida Statutes 489.145(5)(h), this Agreement does not constitute a debt, liability, or obligation of the State of Florida.
12. Contractor shall comply with the Public Records Laws of Chapter 119, Florida Statutes and more specifically shall:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency 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 public records. All records stored electronically must be provided to the public agency, upon 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:

Name
Telephone Number
Email Address
Mailing Address

DRAFT

Leon CARES Relief and Recovery Assistance Program

The “Leon CARES” program provides for the efficient, targeted distribution of \$51.2 million in Coronavirus Relief Funds allocated to Leon County under the federal CARES Act (H.R. 748). This plan provides funding for essential public health and safety expenditures related to COVID-19 including enhanced testing and contact tracing, direct assistance to individuals experiencing financial hardship, a variety of human service needs, critical economic relief to the local business community, and direct COVID-related costs incurred by the County, Constitutional and Judicial Offices, and the City of Tallahassee.

As provided in Section 5001 of the CARES Act, funding provided to recipients under the *Leon CARES* program may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. 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 local government; and
3. Were incurred between March 1, 2020 and December 30, 2020.

Category:	Funding (% of Total – Approx.):
Public Health, Safety, and Compliance	\$18.2 million (35%)
Individual, Community, and Small Business Assistance	\$22.9 <u>24.4</u> million (45 <u>48</u> %)
Reserve/Replenishment Account	\$108.5 million (20 <u>17</u> %)
<u>Total:</u>	<u>\$51.2 million (100%)</u>

* Due to rounding, some totals may not correspond with the sum of the separate figures.

Expenditure Category #1: Public Health, Safety, and Compliance

Proposed Allocation: \$18.2 million (35% of total)

Summary: This category dedicates funding for expenses related to Leon County’s immediate COVID-19 response efforts including enhanced communitywide testing and contact tracing capabilities, purchase and distribution of personal protective equipment (PPE), and expenses incurred by local governmental entities to ensure the continued safe provision of services to the public. This category includes the following allocations:

- **Public Health Response Expenditures (\$6.1 million):**

This funding will support a significant expansion of our community’s testing and contact tracing capabilities in partnership with local primary healthcare providers. This includes an expansion of testing capacity throughout the community as well as for targeted high-risk populations. The Florida Department of Health is the lead agency designated by the Governor to coordinate the state’s response efforts related to COVID-19. As such, funding allocated through this category will support the expansion of planning, operational readiness, and response to COVID-19 in Leon County, primarily coordinated by the Leon County Health Department in partnership with Leon County and other health care providers in the community. This funding will be used to enhance and sustain our community’s testing, contact tracing, and infection control capabilities; develop and implement prevention and mitigation strategies; and enhance the coordination and provision of critical health care services among community partners. In addition, funding in this category will support efforts by Bond Community Health Center, Neighborhood Medical Center, The Apalachee Center, Florida A&M University Pharmacy, Capital Medical Society’s We Care Foundation, and North Florida Medical Center to conduct targeted COVID-19 testing in high-risk areas throughout the community and to support other direct COVID-19-related expenses to serve the medical needs of low-income residents in Leon County. Finally, this category includes \$3.1 million that may be used to further expand COVID-19 testing and contact tracing during the remainder of the current calendar year should the need arise.

- **Eligible Expenses:**

- Acquisition and distribution of medical equipment and supplies, personnel protective equipment, and infection control supplies
- General COVID-19 testing, treatment, telemedicine, contact tracing, and isolation expenditures and general healthcare operational and infrastructure expenses
- Expansion of testing access in the community through the use of “pop-up test sites” with a focus on protecting vulnerable populations
- Expansion of capabilities related to case identification, timely reporting of case data, contact identification, disease transmission characterization, and tracking of relevant epidemiologic characteristics including hospitalization and death
- Expansion of infection control and contact tracing for high-risk populations
- Surveillance to monitor virologic and disease activity in long-term care facilities, group living facilities, businesses, healthcare workers, business, schools, colleges and universities, and other large community institutions
- Enhanced coordination of public health messaging and emergency public information with key partners and stakeholders
- Dedicated reserves for unanticipated expenses and/or public health and safety needs of other area health care providers

Expenditure Category #1: Public Health, Safety, and Compliance

- **Proposed Sub-Allocations:**
 - Florida Department of Health-Leon County: \$2 million
 - Support for FQHCs and other local healthcare partners: \$1 million
 - Additional testing and contact tracing: \$3.1 million

- **Government Response & Compliance (\$12.1 million):**

This category dedicates funding to recover costs incurred directly by local government, County Constitutional Offices, and Judicial Offices to respond to the COVID-19 public health emergency. These expenses include facility improvements, service adjustments, and acquisition of materials and equipment to ensure the continued safe provision of governmental services to the public. This category of funding is intended to support expenses that are not eligible for reimbursement under the FEMA Public Assistance (PA) program. However, these funds may be used to satisfy the non-federal matching requirement under FEMA PA. The County has worked with the City of Tallahassee, Constitutional and Judicial Offices to determine eligible costs that will be supported through this category on a reimbursement basis.

- **Eligible Expenses:**
 - Public facility/operational safety improvements
 - Public education and information efforts
 - Eligible public employee payroll and leave expenses
 - Telework enhancements
 - Sanitization and social distancing expenses
 - Reimbursement of Leon County expenses to support non-congregate homeless sheltering
 - Expenses related to the provision of non-congregate hurricane risk sheltering
 - Expenses related to remarketing Leon County and publicizing the resumption of destination activities and business re-openings to position Leon County/Tallahassee as a safe place to visit
 - Funds to satisfy non-federal matching requirements under the FEMA Public Assistance program
 - Other expenses incurred for actions taken in response to the COVID-19 public health emergency consistent with the requirements of the federal CARES Act (H.R. 748)
 - Administrative expenses, including consultant services for setup and administration of the *Leon CARES* program, centralized reporting, and recovery and reimbursement of eligible expenses under applicable state/federal assistance programs

- **Proposed Sub-Allocations:**
 - City of Tallahassee: \$5 million
 - Constitutional and Judicial Offices: \$2.1 million
 - Leon County Government: \$5 million

Expenditure Category #2: Individual, Community, and Small Business Assistance

Proposed Allocation: \$22.924.4 million (4548% of total)

Summary: This category dedicates funding to provide direct emergency financial relief for individuals and families, support for community-wide social service needs, and assistance to local businesses throughout Leon County to stimulate economic recovery. This category includes the following allocations:

- **Individual Assistance Program (\$7.5 million):**

The *Leon CARES* Individual Assistance program will provide critical financial support to approximately 3,000 households throughout Leon County (including households within the City of Tallahassee) that are experiencing financial difficulty due to COVID-19. Eligible households may receive up to \$3,000 in one-time assistance to support past due rent, mortgage, and utility bills. Funding through this category will be distributed in successive application periods in order to ensure that funds are most efficiently allocated to those households in the greatest need. The first application period will be opened for low income households as defined by the U.S. Department of Housing and Urban Development (i.e., households earning less than 80% of the area median income). Subsequent application periods may be made available if funds remain after the initial application period. The County will determine whether to retain the same income threshold (i.e., 80% of AMI) or to increase the income threshold (for example, to 100% or 120% of AMI) based on demand.

- **Program Launch:** The first application window for funding through this category is planned to open in August 2020 for a two-week period.
- **Program Eligibility:**
 - Must be a full-time Leon County resident for each of the past twelve (12) consecutive months
 - Must be 18 years old or older
 - Must verify loss of income of at least 25% between March and December 2020 due to COVID-19
 - Must have worked an average of at least 30 hours per week between March 1, 2020 and the application date, or if applicable, between March 1, 2020 and the date the applicant was laid off, furloughed, or had work hours reduced due to COVID-19
 - Must verify financial difficulty with rent, mortgage, and/or utility payments during the same period
- **Maximum Award:** Up to \$3,000 in funding per household, not to exceed applicant's actual demonstrated financial need.
- **Eligible Expenses:** Past due rent, mortgage, and utility payments. Mortgage assistance may only be provided for homesteaded properties.

Expenditure Category #2: Individual, Community, and Small Business Assistance

- **Application Requirements:** Applicants must submit documentation to verify:
 - Proof of identity and Leon County residency
 - Proof of income for the past 60 days (excluding unemployment assistance)
 - Loss of income of at least 25% between March and December 2020 due to COVID-19 (i.e. unemployment compensation letter, check stubs, furlough letter, etc.)
 - Proof that the applicant worked an average of at least 30 hours per week between March 1, 2020 and the application date, or if applicable, between March 1, 2020 and the date the applicant was laid off, furloughed, or had work hours reduced due to COVID-19
 - Past-due expenses for which the applicant is seeking assistance (i.e., monthly rent bill, mortgage statement or utility bill)

- **Application Processing:**
 - Applications for Individual Assistance will be available for submission through an online portal within a pre-determined application window.
 - An initial application period will be opened in August 2020 and will be open to any Leon County resident who has suffered an economic hardship (i.e., loss of at least 25% of income) due to COVID-19, and who earns less than 80% of the area median income. If funds remain after this initial application period, subsequent application periods may be made available and the County may expand the eligibility criteria to reach additional households.

- **Distribution of Funding Awards:** Upon application approval, funding awards will be processed and distributed by the Leon County Clerk & Comptroller directly to the applicant's landlord, mortgage holder, or utility provider.

- **Community Assistance Program (\$7.9 million):**

The *Leon CARES* Community Assistance program dedicates funding to address food insecurity, childcare assistance, and support for mental health and homelessness services. A portion of this funding allocation will be dedicated to local human services nonprofit organizations for unanticipated programmatic and operational expenses incurred due to COVID-19. Proposed allocations within this category are as follows:

 - **Food Insecurity:**

The County will contract with Second Harvest of the Big Bend (Second Harvest) to administer and support the purchase and distribution of food in the community in coordination and partnership with various local organizations. Funding provided to Second Harvest under the Leon CARES program is intended to support food insecurity needs that are not covered or reimbursable under other grant programs. Second Harvest is proposing the enhancement and establishment of several programs to address the increase need in the community in coordination and partnership with local organizations, as follows:

 - Expansion of the School Backpack program in coordination with Leon County Schools to provide food to approximately 4,000 students in households impacted by COVID-19
 - Expansion of the Senior Grocery program, which is utilized by non-profit organizations and churches to deliver meals to low-income and cognitively impaired senior citizens. This

Expenditure Category #2: Individual, Community, and Small Business Assistance

expansion will provide 180,000 additional meals above the program's baseline operations.

- Expansion of mobile feeding pantries in low income neighborhoods such as Frenchtown, Providence, and South City to distribute dry and refrigerated food products to residents. Second Harvest proposes expanding its mobile feeding program to six additional sites to target the ALICE population, young adults, and church parishioners and provide 1.4 million additional meals to underserved populations in the community.
- New partnership with the Big Bend Continuum of Care and Ability 1st to provide 254,8000 meals to individuals experiencing homelessness or living with varying disabilities. This proposal would provide a new and needed resource to unsheltered homeless individuals who have seen a reduction in service due to the suspension of outreach programs administered by churches and other non-profits to prevent the spread of COVID-19.

○ *Local Human Services Assistance:*

Funding to provide up to \$20,000 of one-time assistance to 100 local human service agencies to support unanticipated programmatic and operational expenses incurred due to COVID-19. Applicants must be a 501(c)(3) organization registered with the State of Florida and provide direct human services to Leon County residents to be eligible.

Eligible expenses may include programmatic enhancements to address an increase in needs of Leon County residents due to COVID-19 including legal services, temporary shelter, and computer and technology equipment. Eligible expenses may also include the purchase and/or reimbursement of PPE, personnel costs, facility retrofit expenditures, and other unanticipated administrative expenses directly related to COVID-19.

○ *Homelessness Support:*

Direct funding support for local emergency homeless shelter providers to prevent the spread or outbreak of COVID-19 in sheltering facilities. Expenses include reconfiguration of HVAC systems, widening of public entrance, redesign of eating space, and the lease or purchase of additional transport vehicles.

- Kearney Center – Emergency sheltering for single individuals experiencing homelessness
- Hope Community – Emergency sheltering for families experiencing homelessness
- Capital City Youth Services – Emergency sheltering for youth experiencing homelessness
- Refuge House – Emergency sheltering for domestic violence victims

In addition, this allocation supports a partnership with the Salvation Army to support the establishment and operation of a Community Relief Center to provide day services for individuals experiencing unsheltered homelessness.

○ *Childcare Support:*

Contract with the Early Learning Coalition of the Big Bend (ELC) to provide up to five (5) months of childcare assistance to certain essential services workers, as identified in State of Florida Executive Order Number 20-91, in Leon County. The ELC will provide up to \$800 in monthly financial assistance for up to five months (August – December) to 200 eligible households. The County will work with the ELC to determine the appropriate income threshold for eligibility.

Expenditure Category #2: Individual, Community, and Small Business Assistance

- *Mental Health Services:*

Expand capacity of 2-1-1 Big Bend to address the 33% increase in suicide calls between January and May 2020 (compared to 2019) through increased mental health call staffing and contracted mental health counseling. To address the increase in call volume, funding will support the hiring of two additional positions by 2-1-1 Big Bend to triage mental health calls to appropriate free or low-cost mental health services in Leon County. The 2-1-1 Big Bend Mental Health Triage Specialists will be responsible for providing support to the call takers by referring callers experiencing mental health crisis immediately to local mental health resources including scheduling counseling appointments, dispatching the Mobile Response Team, or connecting telehealth services for mental health.

- *Local Economic Assistance for Nonprofits (LEAN) Program Reimbursement:*

Reimbursement of the \$602,500 in funding awarded across more than 230 local nonprofits through the Blueprint Intergovernmental Agency's LEAN Program in April 2020.

- **Summary of Proposed Sub-Allocations:**
 - Food Insecurity: \$3.3 million
 - Local Human Services Assistance: \$2 million
 - Homelessness Support: \$1 million
 - Childcare Assistance: \$920,000
 - Emergency Mental Health Services Support: \$100,000
 - LEAN Program Reimbursement: \$602,500

- **Small Business Assistance Program (\$7.59.0 million):**

This category designates funding to provide direct assistance to local small businesses for COVID-19-related expenditures. In addition, this category dedicates funding for the three local Chambers of Commerce to provide technical assistance to businesses applying to the Small Business Assistance Program as well as training to support the restart, re-launch, and re-opening of local businesses that experienced closures due to COVID-19. Proposed expenditures within this category are as follows:

 - *Small Business Grants:*

Leon CARES Small Business Assistance program invests \$67.5 million into small businesses. The program will allow approximately 3,100 qualifying small businesses access to \$42,000 to \$6,000 in grant money to cover business expenses directly related to COVID-19 including employee wages, vendor bills, rent, utilities, signage/marketing to announce re-opening or new hours, and employee/customer safety costs.

 - **Program Launch:** August 2020

Expenditure Category #2: Individual, Community, and Small Business Assistance

- **Program Eligibility:** Must be a for-profit business that:
 - Has either been forced to close or experienced business impacts directly related to COVID-19
 - Is either:
 - Registered with the Florida Division of Corporations and listed as “Active” with principal address in Leon County prior to the COVID-19 public health emergency declaration of March 16, 2020; or
 - A Sole Proprietor (self-employed; no employees) with documentation of principal business address in Leon County
 - Is not a publicly-traded company

- **Baseline Funding Awards*:**
 - 1-10 Employees: ~~\$1,500~~2,000
 - 11-24 Employees: ~~\$2,500~~3,000
 - 25-49 Employees: \$5,000
 - 50-100 Employees: \$6,000

** Companies with common ownership and/or a common DBA will be treated as a single business*

- **Supplemental Awards:**
 - “Hardest Hit” Businesses: provides a supplemental \$500 award to businesses directly impacted by the state of Florida’s Stay at Home Order. Businesses must be within one of the following sectors to be eligible: Accommodation & Food Services (NAICS 72); Retail Trade (NAICS 44-45); or Other Services (NAICS 81). Eligible businesses will be required to demonstrate at least a 50% revenue loss related to the economic effects of COVID-19.
 - MWSBE Businesses: to address the disproportionate effect of the COVID-19 pandemic on minority-owned and women-owned small businesses, this program provides a supplemental ~~\$1,~~500 award to eligible businesses that provide documentation of:
 - Certification as a Minority and Women Business Enterprise with the Office of Economic Vitality as of June 1, 2020;
 - Certification with the Florida Department of Management Services’ Office of Supplier Diversity (OSD) as of June 1, 2020; or
 - Proof that an application has been submitted to become a certified MWBE with the Office of Economic Vitality or certified OSD vendor with the State of Florida.
 - “Rebounding” Businesses: provides a supplemental \$500 award to eligible business that certify that they hired two or more full-time or part-time employees in the previous 30 days.

Expenditure Category #2: Individual, Community, and Small Business Assistance

- **Eligible Expenses:**
 - Business re-launch costs: payroll, inventory/supplies, rent, mortgage, utilities, signage/marketing to announce re-opening or new hours
 - COVID-19 safety costs: PPE for employees, PPE for customers, hand sanitizer, cleaning products, deep cleaning services, equipment associated with establishing social distancing within a business establishment (e.g. plexiglass for point-of-sale, floor markings, signs, cordon and space arranging items)

- **Application Requirements:**
 - Provide documentation of business interruption costs caused by required closures beginning March 16, 2020; or demonstrate a minimum 25% reduction in revenue year-over-year as a result of COVID-19; or demonstrate a 25% increase in costs as a result of COVID-19 for the time period of March-June 2020.
 - Provide IRS W-3 or IRS 941 form (for businesses with 2 or more employees)
 - Provide Schedule C of 1040 Tax Return, Copy of 2019 1099, or IRS SS4 form (for sole proprietors)
 - If doing business under a fictitious name, provide documentation of fictitious name registration with Florida Division of Corporations
 - Pledge in good faith to make all efforts to remain operational after applicable local and state emergency guidelines are removed.
 - Commit to following the COVID-19 Prevention Measures recommended by the U.S. Centers for Disease Control and Prevention (to practice social distancing, stay home when feeling sick, wear protective face covering, and sanitize and wash hands frequently)
 - Commit to attending one business recovery learning series event offered by one of the three local chambers either virtually or in person.

- **Document Affidavits:**
 - That applicant has authority to apply for business;
 - That the business has been “negatively impacted” by COVID-19;
 - That the applicant has not already received (and does not expect to receive) reimbursement of any of these costs through another grant
 - That grant funds will be used for authorized business expenses per Section 601(d) of Social Security Act;
 - That information is true, complete, correct;
 - Business expects to resume normal business operations after emergency guidelines are lifted;
 - Will cooperate with the County and its agents for grant auditing purposes;
 - Acknowledges that the application and supporting documents submitted for the grant is subject to disclosure under Florida’s Public Records Law unless an exemption applies.

Expenditure Category #2: Individual, Community, and Small Business Assistance

- Misrepresentation could result in fine/imprisonment per USC Title 18 Section 1001 and Florida Statute 92.525 under penalty of perjury;
- Failure to use funding in accordance with requirements of Section 601(d) Social Security Act and 5001 CARES Act entitles county to receive a return plus damages.

- **Application Processing:** Applications for Small Business Assistance will be available for submission through an online portal within a pre-determined application window.

- **Distribution of Funding Awards:** Upon application approval, funding awards will be processed and distributed by the Leon County Clerk & Comptroller directly to the applicant.

- **Local Chambers of Commerce Support:**
The County will provide funding to the Big Bend Minority Chamber of Commerce, Capital City Chamber of Commerce, and Greater Tallahassee Chamber of Commerce to provide continued assistance to local businesses:
 - Technical assistance to businesses seeking to apply to the Small Business Assistance Program, including promoting the program to target businesses, guiding applicants through the application process, including assembling required documentation, explaining rules, and assisting applicants with technical questions regarding grant submissions.
 - Training and engagement activities to work with local companies for the seeking to restart, re-launch, and re-open as a direct result of COVID-19 business interruptions, including:
 - Training on how to build consumer confidence and promote safety measures put in place by local businesses as result of COVID-19 in order to drive new sales;
 - Equipment, workforce, and other needs assessment through one-on-one and group engagement; and
 - Research and recommendations for solutions to items discovered through needs assessment.
 - Assessing needs, coordinating resources, and implementing trainings for current and new employees, that can address:
 - New technologies (e.g. point-of-sale, online sales platforms, online engagement platforms, new software platforms, new physical machinery, new methodologies for producing goods and services) as a result of COVID-19;
 - New business practices as a result of COVID-19 (e.g. social distancing, new supply chain practices, new continuing education procedures, new customer discovery methods, new client relationship development and maintenance methods); and
 - New education (e.g. certifications, degrees and apprenticeships).

- **COVID-19 Economic Disaster Relief (CEDR) Program Reimbursement:**
Reimbursement of the \$1,158,786 in funding dedicated to the CEDR Grant Program to provide financial assistance to 489 local businesses in April 2020.

Expenditure Category #2: Individual, Community, and Small Business Assistance

- **Summary of Proposed Funding Allocation:**
 - Small Business Grants: \$~~67.5~~ million
 - Local Chambers of Commerce Support: \$300,000
 - CEDR Grant Reimbursement: \$1.2 million

Summary – Leon CARES Expenditure Plan:

Proposed Expenditure Categories:		
Category:		Funding (% of Total – Approx.):
Public Health, Safety, and Compliance	Florida Department of Health-Leon County (\$2 million)	\$18.2 million (35%)
	Support for Bond Community Health Center, Neighborhood Medical Center, North Florida Medical Centers, and Apalachee Center (\$1 million)	
	Additional Testing and Contact Tracing (\$3.1 million)	
	City of Tallahassee (\$5 million)	
	Constitutional and Judicial Offices (\$2.1 million)	
	Leon County Government (\$5 million)	
Individual, Community, and Small Business Assistance	Individual Assistance (\$7.5 million)	\$22.924.4 million (4548%)
	Food Insecurity (\$3.3 million)	
	Local Human Services Assistance (\$2 million)	
	Homelessness Support (\$1 million)	
	Childcare Assistance (\$920,000)	
	Mental Health Support (\$100,000)	
	LEAN Grant Reimbursement (\$602,500)	
	Small Business Grants (\$67.5 million)	
	Chambers of Commerce Support (\$300,000)	
	CEDR Grant Reimbursement (\$1.2 million)	
Reserve/Replenishment Account		\$108.5 million (2017%)
Total:		\$51.2 million (100%)

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 14th day of July, 2020.

LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

ATTEST:
Gwendolyn Marshall, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

BY: _____

**FISCAL YEAR 2019/2020
BUDGET AMENDMENT REQUEST**

Attachment #4
Page 2 of 2

No: BAB20029
Date: 7/7/2020

Agenda Item No: _____
Agenda Item Date: 7/14/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail

Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
128	951020	331110	000	CARES Act Funding - DEM	-	51,227,796	51,227,796
Subtotal:						51,227,796	

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
128	951020	58109	525	CARES- Department of Health	-	2,000,000	2,000,000
				CARES-Testing and Contact			
				Tracing	-	3,100,000	3,100,000
128	951020	58110	525	CARE-FQHCs	-	1,000,000	1,000,000
128	951020	58111	525	CARES- City of Tallahassee	-	5,000,000	5,000,000
				CARES-Constitutional &			
				Judicial	-	2,100,000	2,100,000
128	951020	58113	525	CARES-Leon County	-	5,000,000	5,000,000
128	951020	58114	525	CARES-Individual Assistance	-	7,500,000	7,500,000
128	951020	58314	525	CARES-Food Insecurity	-	3,300,000	3,300,000
				CARES-Local Human Services			
				Assistance	-	2,000,000	2,000,000
				CARES-Homelessness			
				Support	-	1,000,000	1,000,000
128	951020	58317	525	CARES-Childcare Support	-	920,000	920,000
128	951020	58318	525	CARES-Mental Health Services	-	100,000	100,000
128	951020	58319	525	CARES-Local Economic			
				Assistance for Nonprofits	-	602,500	602,500
				CARES-Small Business			
				Grants	-	7,500,000	7,500,000
128	951020	58321	525	CARES-Local Chambers of			
				Commerce Support	-	300,000	300,000
128	951020	58322	525	CARES-COVID-19 Economic			
				Disaster Relief	-	1,158,786	1,158,786
128	951020	58324	525	CARES-Reserve	-	8,646,510	8,646,510
Subtotal:						51,227,796	51,227,796

Purpose of Request

This amendment appropriates \$51,227,796 in CARES Act funding from the Florida Department of Emergency Management for Coronavirus Relief Funding under the CARES Act. This funding will provide assistance needed to recoup funds (current and future) expended for the County's COVID-19 response efforts and provide immediate support and relief to the community.

Division/Department
2624/26

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion

Administrator

AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and ERNST & YOUNG, LLP, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties"), is entered into as of the date of last signature below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide to the County the following services related to Management Consulting Services in relation to the CARES Act, in accordance with: 1) Florida State Term Contract # 973-000-14-01 as Exhibit A, which is incorporated by reference as if fully attached; 2) the Contractor's Scope of Work, which is attached to this Agreement and incorporated as Exhibit B; and 3) the Federal Terms and Conditions attached and incorporated as Exhibit C.

2. WORK

Any work performed under this Agreement shall be in compliance with the provisions, tasks, and timeframes outlined in Exhibit B, Scope of Work.

The obligation of Leon County to perform under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods in accordance with Chapter 129, Florida Statutes.

Leon County reserves the right to negotiate with the Contractor for any related products or services not specifically stated in this Agreement.

3. TERM

This Agreement shall commence on July 15, 2020 and shall continue until December 30, 2020. This Agreement may be extended upon mutual agreement of the Parties based upon amendments to the deadlines established in the CARES Act or other applicable COVID-19 funding acts.

4. TIME OF THE ESSENCE

Unless the initial term is extended as provided in this Agreement or as may otherwise be agreed by the Parties in writing, all duties, obligations, and responsibilities of the Contractor required by this Agreement shall be completed no later than December 30, 2020. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

5. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's Scope of Work, Exhibit B attached hereto, and shall not exceed \$1,107,000.00.

6. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoices for allowable services.

7. NOTICE AND PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Alan Rosenzweig, Deputy County Administrator
 Street Address: 301 S. Monroe Street
 City, State, Zip Code: Tallahassee, FL 32301
 Telephone: 850-606-5300
 E-mail: rosenzweiga@leoncountyfl.gov

B. The Contractor Project Manager is:

Name:
 Street Address:
 City, State, Zip Code:
 Telephone:
 E-mail:

C. Notices to the Contractor are to be submitted to:

Name:
 Street Address:
 City, State, Zip Code:
 Telephone:
 E-mail:

D. Invoices are to be submitted to:

Name: Alan Rosenzweig, Deputy County Administrator
 Street Address: 301 S. Monroe Street
 City, State, Zip Code: Tallahassee, FL 32301
 Telephone: 850-606-5300
 E-mail: rosenzweiga@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference to the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor’s name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the individual designated above and delivered to that address. Delivery to another County address will void the invoice.

8. DISPUTES/REMEDIES

Any dispute concerning performance of the Contract resulting from this solicitation shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County Purchasing Director. The Purchasing Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Contract Manager. The Purchasing Director’s decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties.

9. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor, and in no event shall the Contractor or any of its employees, agents, assigns, or sub-contractors be considered to be Leon County employees, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. The Contractor shall not have the right to bind the County to any obligation not expressly undertaken by the County under this Agreement.

10. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's pricing.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 4) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

12. LICENSES & REGISTRATIONS

The Contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Contractor shall be in default as of the date such license is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of the Agreement unless Contractor provides written verification of its exempt status. See applicable sections of Title XXXVI, Business Organizations, Chapters 605 through 623, F.S.).

13. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services under this Agreement and that each person and entity that will provide the services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. The Contractor represents and warrants that the services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is false, the County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to the County, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

14. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

15. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorneys' fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

16. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in subparagraph B above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of Contractor's Agreements, subagreements, and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and recordkeeping requirements in all approved subcontracts and assignments.

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

**LEON COUNTY PURCHASING DIVISION
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

17. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

18. TERMINATION

The County may terminate this Agreement, without cause, by giving the Contractor thirty (30) days written notice in accordance with section 7 of this Agreement. The Contractor acknowledges that it has received good, valuable, and sufficient consideration for the County's right to terminate this Agreement for convenience in the form of the County's obligation to provide advance notice to the Contractor. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of in accordance with Section 7 of this Agreement. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder or, in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

19. PUBLIC ENTITY CRIMES STATEMENT

In accordance with section 287.133, Florida Statutes, execution of this Agreement by an authorized representative of Contractor serves as a certification that to the best of its knowledge and belief neither the Contractor nor its affiliates has been convicted of a public entity crime. The Contractor shall notify the County immediately in the event that any changes have occurred that invalidate the above attestation. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

20. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

21. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this Agreement/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within sixty days of the effective date of this Agreement/amendment/extension or within sixty days of the effective date of the Agreement between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this Agreement or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement, and the County may treat a failure to comply as a material breach of the Agreement.

22. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

23. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

24. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee embraced in or required thereby, it is necessary for the Contractor to deviate from the requirements of this Agreement, Contractor shall obtain the prior written consent of the County.

25. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The County is included within the definition of "state agencies or subdivisions" in section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to section 768.28, Florida Statutes.

26. THIRD PARTY BENEFICIARIES

Neither the County nor the Contractor intends to directly or substantially benefit a third party by this Agreement.

Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

27. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Second Judicial Circuit in and for Leon County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. By entering into this Agreement, the County and Contractor hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

28. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

29. SEVERABILITY

It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section, or part thereof, shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

30. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the County and Contractor.

31. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

32. JOINT PREPARATION

The Parties have jointly prepared this Agreement, and this Agreement shall not be construed more strictly against either of the Parties.

33. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

34. ADDITIONAL TERMS & CONDITIONS

For this Federally funded agreement, the Contractor shall comply with the following as requirements of this Agreement, to include any subsequent revisions, updates or amendments:

- Exhibit C - Leon County's CARES Act Funding Agreement with the Florida Division of Emergency Management (Agreement #Y2272), attached hereto.
- Exhibit D - Current and future U.S. Treasury Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, which is incorporated by reference as if fully attached and may be found using the following link. (<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>).

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit B
3. Exhibit C
4. Exhibit D
5. Exhibit A

ATTACHMENTS

Exhibit A – Florida State Term Contract # 973-000-14-01, Management Consulting Services

Exhibit B – Scope of Work

Exhibit C – Leon County’s CARES Act Funding Agreement with the Florida Division of Emergency Management

Exhibit D – Current and Future U.S. Treasury Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

LEON COUNTY, FLORIDA

ERNST & YOUNG, LLC.

By: _____
Vincent S. Long
County Administrator

By: _____
Printed
Name _____

Date: _____

Title: _____

Date: _____

ATTEST:
Gwendolyn Marshall, Clerk of the Court & Comptroller,
Leon County, Florida

BY: _____

DATE: _____

Approved as to Legal Sufficiency:
Leon County Attorney's Office

BY: _____
Chasity H. O'Steen
County Attorney

DATE: _____

Financial Recovery Command Center

Statement of Work

Leon County, FL

July 7, 2020

To the Leon County Board of County Commissioners and Administration:

EY LLP (EY) appreciates the opportunity to provide Leon County with the following scope of work for the CARES Act Financial Recovery Command Center (FRCC). EY looks forward to providing these services under State Term Contract 973-000-14-01 Management Consulting Services. We understand the County's goal is to set up a structure to disburse federal funding in a efficient, sustainable and transparent manner, while accounting for your community's specific needs and making it as simple as possible for local businesses and citizens.

We appreciate the opportunity to work with the County and helping your achieve this goal. As your primary point of contact, please let me know if you have any questions. I can be reached at 850-532-8825 or ken.thomas@ey.com. Our proposal is valid for 30 days.

Sincerely,



Florida Government & Public Sector Leader



Maximize available funding

Identify potential funding sources across Government and applicable Insurance policies. Conduct a rigorous process for making and managing claims across recipients.



Minimize claw-back risk

Design response program to identify and mitigate risk and maintain compliance with pertinent regulations. Work to avoid the claw-back of allocated dollars to all recipients who receive funds.



Increase payment accuracy

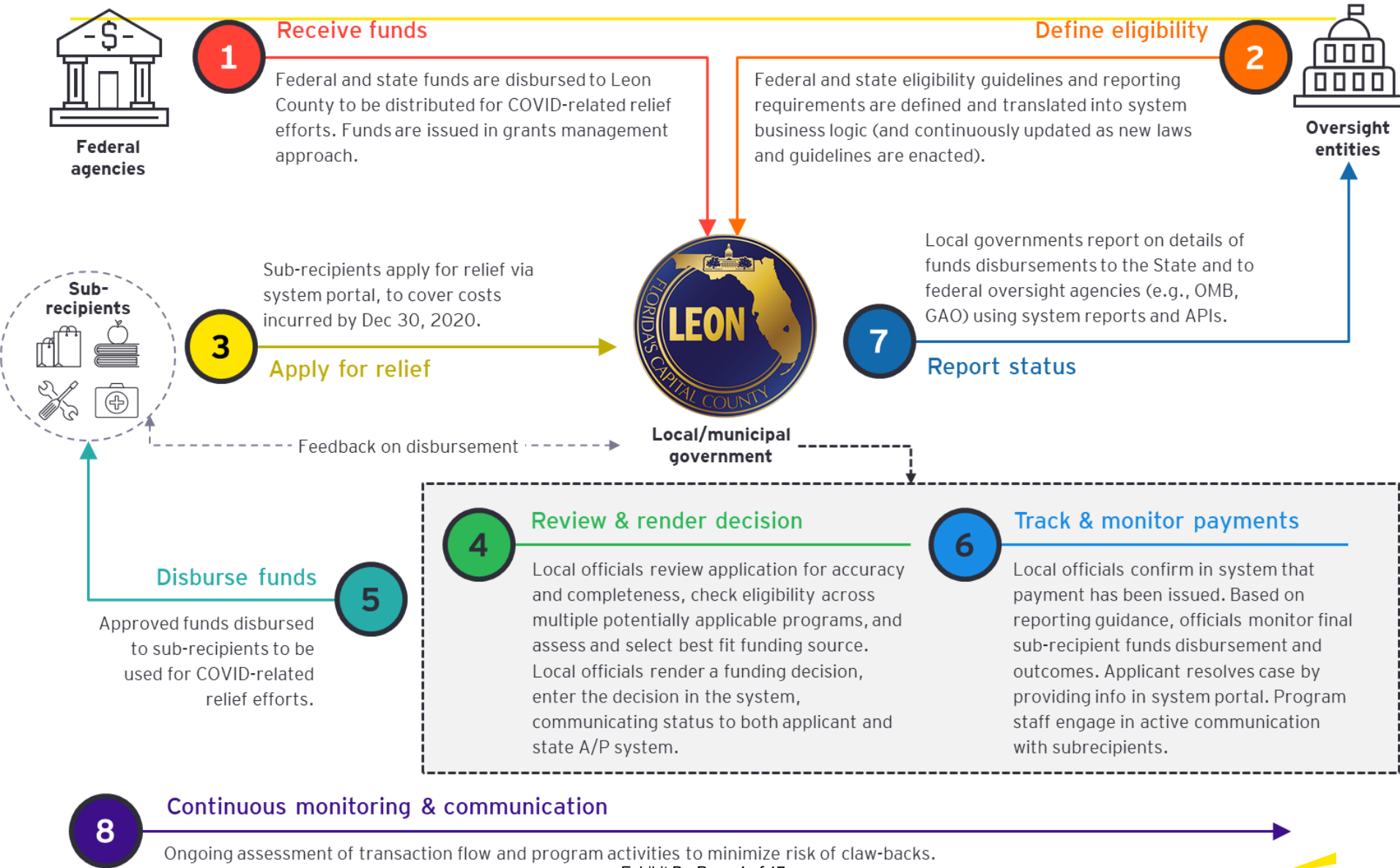
Provide stewardship for allocated funds and disburse payments based upon appropriate due diligence. Get the funds into the hands of those in need as soon as feasibly possible.

Leon County wants to rapidly set up a structure to disburse federal funding in a way that:

1. Aligns to the specific needs of Leon County local structures
2. Simplifies the process of requesting funding for for-profit businesses, individuals, and community partners/non-profits
3. Complies with federal reporting guidelines and mitigates risk associated with “double dipping” and other fraudulent activity by creating a “single pane of glass”
4. Reduces risk of claw-back of funds
5. Is efficient, sustainable, and technology-enabled
6. Provides visibility, transparency, and governance through the entire funding lifecycle (i.e., end-to-end tracking of disbursements)

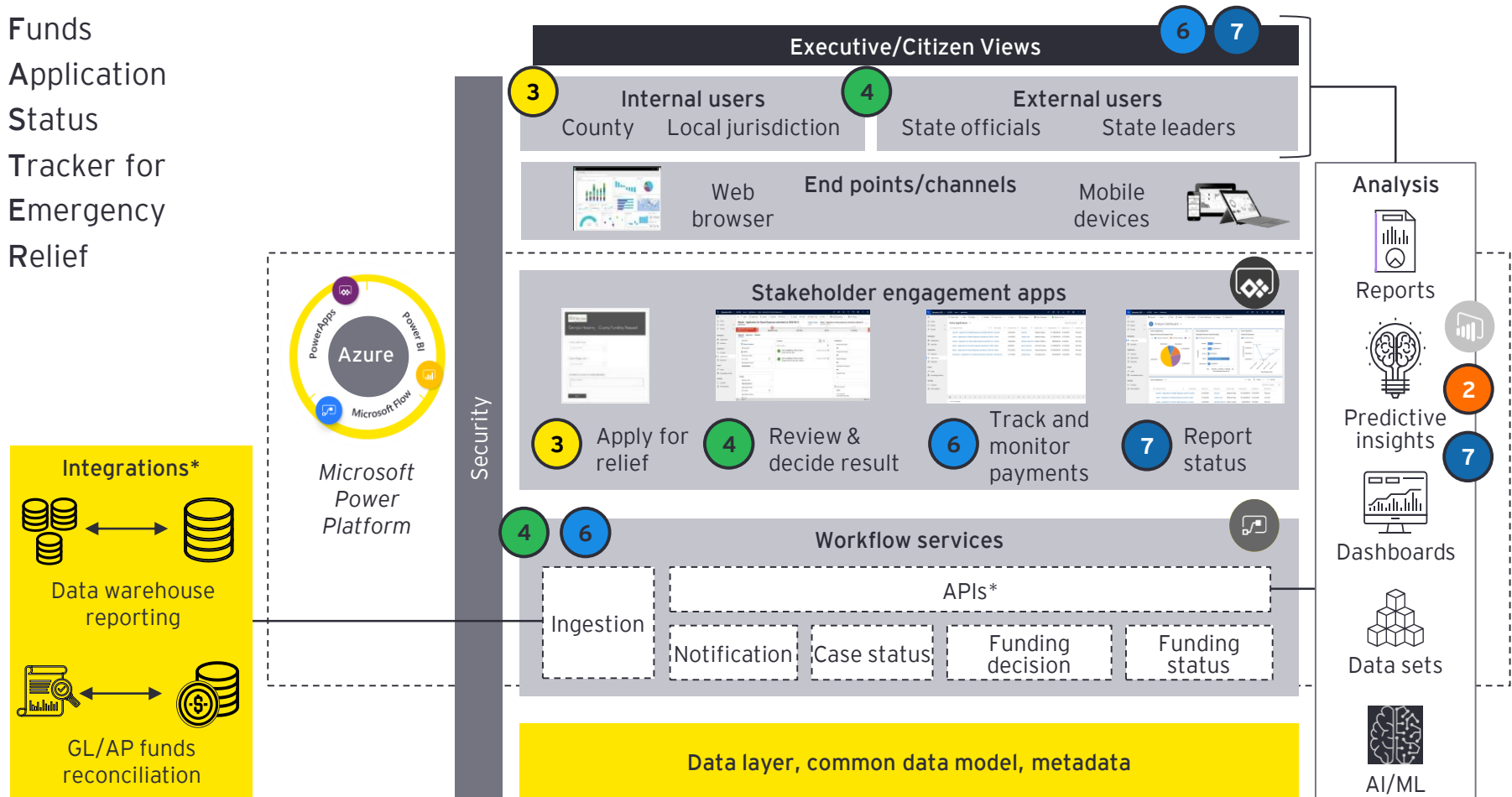
Overall approach: disbursement of stimulus/recovery funds

EXHIBIT B - SCOPE OF WORK



Technical approach: disbursement of stimulus/recovery funds

Funds
Application
Status
Tracker for
Emergency
Relief



*Out of scope for FASTER; data will be moved manually or by scheduled/batch transfer

Phase 1 & 2 Scope: Quick Start, Stand-up

	Activities	Work Products
Quick Start (7/20-8/3)	<ul style="list-style-type: none"> Support establishment of the Leon County FRCC steering committee and confirm key stakeholder needs Define data, business, & reporting requirements (incl: manual vs system tasks) for simplification Stand up County-specific FASTER environment Define and agree upon FASTER application workflows Coordinate with County small business center and individual assistance personnel to identify pilot businesses and individuals for early testing Validate the project plan Draft compliance risk review 	<ul style="list-style-type: none"> Validated project plan Defined process flows Draft data model Draft business rules and functional requirements Draft technical requirements & documentation Draft compliance risk review
Design/Stand-up (8/3-8/17)	<ul style="list-style-type: none"> Load data into FASTER, perform technical and user acceptance testing, provision access Define Economic Recovery Programs reporting requirements for key stakeholders, external agencies, and County leadership. Conduct small business and individual user pilot Finalize compliance risk review Create FASTER training materials and conduct white-glove training sessions for County officials approving applications and for Level 1 applicant support Support FASTER go-live to facilitate first phase of funds disbursement Maintain project risk and issue log 	<ul style="list-style-type: none"> Finalized technical requirements & documentation Initial reports design for program execution dashboard Finalized compliance risk review Live FASTER application processing



Phase 3 Scope: Operations Support

	Activities	Work Products
Execution Support (8/17- 11/30/2020)	<ul style="list-style-type: none"> Continue to analyze impacts of upcoming legislation and update processes, functionality, and reporting accordingly Review applications for funding requests and provide completed review packages to County officials for funding decision Provide access to application payment information for County Clerk A/P for disbursement Track sub-recipient final expenditures against planned spend Report to internal and external stakeholders per defined requirements Provide technical assistance, technology operations and maintenance, defects resolution, minor enhancements, and ad hoc reporting Collect and document reporting requirements and cadence for overall County disbursement of CARES funds Build data submission template (e.g. Excel) for data sources from other programs to consume and consolidate within FASTER for reporting Ingest data on a scheduled basis in template format from other programs and produce consolidated reports 	<ul style="list-style-type: none"> Minor enhancements, technical support Updated training guides & sessions for FASTER program execution Compliance, execution, and outcomes reports & dashboards Overall County-wide CARES funds disbursement requirements and designed reports



Phase 4 Scope: Wrap-up

EXHIBIT B - SCOPE OF WORK

	Activities	Work Products
Wrap-up (11/30 - 12/30/2020)	<ul style="list-style-type: none"> • Support County meetings with stakeholders and preparation for OIG reviews/ inquiries or federal awarding/oversight agency monitoring • Support resolution of disputes and identification of fraudulent expenditures to prepare for claw-back • Support knowledge transfer activities • Provide final reporting to oversight agencies & external/internal stakeholders on program outcomes • Conduct remote closeout activities in compliance with OMB guidelines and Grants Oversight & New Efficiency (GONE) Act (if required) • Conduct FASTER system closeout activities as required (or contract for ongoing hosted access) by a mutually agreed-upon date, including: <ul style="list-style-type: none"> • Package technical documentation • Package configurations for MS Dynamics CRM, Portal, and PowerBI reports) • Offer recommendations for defining user roles and permissions • Package data and support and, if requested, data migration activities into County environment • Destroy data in the hosted environment • Discontinue County access to the EY Hosted FASTER system • Discontinue hosting 	<ul style="list-style-type: none"> • Final reports package • Final packaged data extract • Required close-out activities • Technical documentation • Data migration • Configuration package (Dynamics CRM, PowerBI, Portal) • Recommended roles & permissions



EY Financial Recovery Support Line (EYFRSL)

	Activities	Work Products
	<p>Serve as Level 1 support for on-demand application assistance including:</p> <ul style="list-style-type: none"> ▶ Functional support ▶ Password reset support ▶ Technical support escalation ▶ Technical support resolution communication <p>Hours of operation: 8am - 6pm EST Mon-Friday</p> <ul style="list-style-type: none"> ▶ Applicants will have access to EYFRSL during operating hours for the duration of the program ▶ Call center support available in English <p>Program start up activities:</p> <ul style="list-style-type: none"> ▶ Develop standard call flow/content to support high quality consistent applicant support experience ▶ Participate in UX pilot and testing to provide UX feedback and gain insight into the potential questions and needs of the applicants ▶ Customize contact management system, creating drop down lists of common topics/ questions received by applicants for analysis, reporting and UX improvement opportunities ▶ Train a team of EYFRSL representatives on the specifics of the County's Financial Recovery programs ▶ Establish a dedicated toll-free EYFRSL number ▶ Two EYFRSL representatives will serve as support escalation prioritization and project contact for communication <p>Assumptions:</p> <ul style="list-style-type: none"> • 1000 hours included in SOW, charged hours will be for call and research time only • All calls will be recorded 	<ul style="list-style-type: none"> • Dedicated toll-free number • Applicant Level 1 support • Periodic review of call recordings for quality • Regular reports: <ul style="list-style-type: none"> ▶ Standard call center operational reports (e.g. call volume, length of call) ▶ Common topics/ questions received by applicants ▶ EYFRSL hours usage report



Program Assumptions

- ▶ The broader national environment against which the program is being executed is still evolving. Prioritization of activities and outputs is subject to change based on mutual decision by Leon County and EY.
- ▶ Program risk considerations will be collected as requirements and incorporated into execution and system design, with updates to business rules/procedures driven by ongoing monitoring of federal regulations/guidance.
- ▶ EY will be responsible for applicant data collection; application review, and recommendation for disposition/decision. The final decision on all funding approvals will be made by the County, and physical disbursement of funds will be executed by the County using existing A/P systems and is not part of the FASTER system capability scope.
- ▶ Application review support activities are only required for the Individual Assistance and Small Business Assistance programs.
- ▶ Scope includes Individual Assistance as described in the Leon CARES Relief and Recovery Assistance Program document. Anticipated volume of applications is 3,000. EY will monitor the number of applications in FASTER and request a change order if volume exceeds this estimate.

Program Assumptions (cont.)

- ▶ Scope includes Small Business Assistance as described in the Leon CARES Relief and Recovery Assistance Program document. Anticipated volume of applications is 3,000. EY will monitor the number of applications in FASTER and request a change order if volume exceeds this estimate.
- ▶ Scope includes FASTER as a repository and data collection mechanism across the CARES programs included in the Leon CARES Relief and Recovery Assistance Program, Public Health, Safety and Compliance and Individual, Community and Small Business Assistance document.
- ▶ EY will provide reporting support for data in the FASTER application.
- ▶ All application decisions will be completed by November 30, 2020. Activities after November 30, 2020 will consist of application resolution, knowledge transfer activities, data transfer, and system decommissioning.
- ▶ The County will provide appropriate resources each day for Q&A, knowledge sharing, and issue resolution. From our experience, we anticipate this to be an average of 2 hours/day, but may flex up or down depending upon project workload.
- ▶ The County will provide review & approval of work products within 24 hours of delivery.
- ▶ Service level objective from clean application submission to handoff to the county to process for payment is one week.
- ▶ EY acknowledges that the County intends to utilize CARES Act Coronavirus Relief funding to make payments to EY for the services described in this SOW, and further acknowledges that the CARES Act funding may be utilized only for the uses authorized by the CARES Act.

Technical Assumptions

EXHIBIT B - SCOPE OF WORK

- ▶ Technical costs include design, configuration, professional testing (including Section 508 Level A), hosting, technical support, Microsoft licensing passthrough costs based on anticipated number of users/applicants for each program, and minor enhancements; major design changes (following mutual finalization of requirements) are not included in this scope. EY will monitor the number of users/applicants into FASTER and request a change order if volume exceeds by 10%.
- ▶ The first 4 weeks of program engagement (during which FASTER system will be tailored to the County's business rules and requirements) will have no external (citizen) users (other than designated user testers as appropriate). Following system go-live, EY will provide "hyper-care" support for 2 weeks to rapidly resolve bugs and break/fix issues on an expedited timeline, dedicating all technical resources to production support as needed to perform critical break/fix activities as top priority.
- ▶ Business processes for the Individual Assistance and Small Business Assistance programs included in the FASTER system implementation scope: applicant data collection; application review, and recommendation for disposition/decision; County application approval; application status tracking; conveyance of payment information to the County Clerk; and reporting. Additional business processes/functions may be included based on mutual decision by the County and EY.
- ▶ Business processes for all other CARES programs included in the FASTER system implementation scope: data collection and reporting. Additional business processes/functions may be included based on mutual decision by the County and EY.
- ▶ County-specific configurations for the core FASTER system are largely inclusive of branding, approvals, workflow/order of activities, lists of data fields, user roles/permissions, notifications, and reporting; additional customizations may require scope re-evaluation.
- ▶ Reports designed will include a Leon County CARES Act Program-wide compliance dashboard (for tracking against federal reporting requirements) and outcomes and analytics dashboard (for aggregating results across all programs), as well as a program status dashboard (standard PMO metrics). Reports for data residing outside of the FASTER system may require additional scope.

- ▶ Applicants will be required to create an account to submit an application via FASTER. All basic account management activities (i.e. create account, log in, reset password) will be available via self-service. Applicants will be able to save the application as DRAFT prior to submission; autosave will be enabled to prevent loss of progress. Applicants will be able to track applications after submission (view status and respond to any requests for additional information).
- ▶ Data to be loaded into FASTER will be provided in a relational, structured format (e.g. Excel). User permissions for accessing raw transactional data in the FASTER system will be limited to internal County officials.
- ▶ FASTER system design and support will adhere to technical, data privacy, and system security requirements from the State Term Contract. FASTER system will be designed responsively to work on mobile devices and support all modern browsers (any with Webkit capability).
- ▶ Leon County is the sole and exclusive owner of Leon County custom reports developed in Microsoft Power BI, including all Intellectual Property Rights therein. EY retains Intellectual Property Rights with respect to all pre-existing core components of FASTER (e.g., core workflows, forms, templates and enhancements) unless specified in this statement of work.

- ▶ County-specific FASTER system will be hosted in EY's MS Azure Commercial environment, which demonstrates FISMA Moderate security controls and is certified to protect PII. EY (along with Microsoft) is responsible for the security of data held in this environment. EY is not responsible for the security of any data extracted out of the system. Environment is highly-available and provides native back-up/recovery capabilities, failover, load-balancing, 99%+ uptime, and other performance-enhancing services. Additional information security details are as follows:
 - ▶ System uses Azure Power Platform infrastructure and transmits data securely between components.
 - ▶ Azure Power Platform utilizes TDE encryption for all data and Azure Key Vault for passphrase storage.
 - ▶ No data is stored outside of the Azure Power Platform.
 - ▶ Platform logging is managed by Azure Power Platform and Azure Analytics:
 - ▶ All changes to security policy are logged.
 - ▶ All account creations, deletions, and modifications are logged.
 - ▶ All granting, revoking, and modification of privileges and roles is logged.
 - ▶ Any service accounts created for the environment (e.g. for running automated tasks) are unique to the environment and not shared.
 - ▶ No credentials are ever hard-coded into the application.
 - ▶ Reporting is built within the Azure environment and data does not exit the environment in transit from database to dashboard.
 - ▶ County approvers will be provided "Approver" access in the system to allow them to access relevant files and data directly for the purpose of approving applications for funding. Approver role is not able to view SSN/TIN/EIN data, which is available only to the Reviewer role for the purposes of validating the application.
 - ▶ Data *migration* to the County will take place only during transition at the close of the contract; while the program is in progress all data will remain in the tool. EY and the County will agree on a secure method to move the system and the data within into the County environment during transition.

- ▶ Upon completion of the period of performance, EY will provide all data from the system to the County within 30 days of close. EY will destroy the data in its own environment according to protocols set forth in the State Term Contract.
- ▶ Regardless of any provision to the contrary within this SOW, anything that is produced or developed pursuant to the SOW is the exclusive property of the County. Such full and complete ownership will continue after the expiration or termination of this SOW or the corresponding County Purchase Order. EY will not have any proprietary interest in such production or development. As an expectation and not a limitation, EY's solution will be built upon a set of technology products offered by Microsoft within EY's Azure Cloud environment. All deployed Leon County specific Microsoft Power App platform configurations, workflows, captured data, reports, and associated technical documentation developed within or to support establishing these environments used to create the Leon County FASTER portal will be considered the exclusive property of Leon County. EY agrees to deliver a complete technical transition package and any project artifacts developed during this engagement duration. The intent of this technical transition package is to provide the County with the option to reproduce the FASTER Portal solution within the County's Microsoft Azure Cloud environment. The County agrees it will not disclose FASTER architecture and configuration to any third party.

- ▶ Not to exceed fee of \$1,107,000, to deliver the agreed Statement of Work from inception through December 30, 2020. This fee reflects our understanding of your requirements, leveraging our existing knowledge of this program and the County organization, and includes a 20% discount off of State Term Contract rates.
- ▶ As actual application volumes and support needs are confirmed, any adjustments in scope will be agreed by the County and EY.
- ▶ The not to exceed fee includes estimated Microsoft licensing passthrough costs of \$31,918 from July through November. Estimates per month range from \$4,100 to \$14,200 based on the anticipated application volume.

Hours per workstream	Total Hours	Total Fee	Description
FASTER Development	1,884	\$ 402,368	Business requirements, Development, Application validation design, Testing, Infrastructure, Minor enhancements and User provisioning
Project Support	2,211	\$ 366,485	Program Management, Training, Tech support, Policy monitoring
Application Validators	3,000	\$ 375,000	Application validation support
Call Center	1,000	\$ 200,000	Call center support
Totals	8,095	\$ 1,343,853	
Discount		\$ 268,771	
Fee with discount applied		\$ 1,075,082	
Fee Microsoft licensing		\$ 31,918	
Total fee not to exceed		\$ 1,107,000	

- ▶ Additional application volumes can be processed through a change order at \$125 per application under the same workflow logic and in 1000 application increments. Additional monthly licensing costs will be incurred if applications extend past November 30, 2020. Estimated effort and fee for technology development for new or enhanced work flows will be discussed upon request.

- ▶ Billing will occur on the first of the month and will reflect staffing for expected demand. EY will provide actual hours and effort incurred on a monthly basis, and agree on any staffing adjustments for subsequent periods with the County. The proposed activity and billing schedule is as follows: July: Program build; August through November : Support activities including call center, application validation, overall program and technology. November billing will also include December wrap-up activities.

Month	Billing
July	\$ 196,000
August	\$ 308,000
September	\$ 268,000
October	\$ 175,000
November	\$ 160,000
TOTAL	\$ 1,107,000

Agreement Number: Y2272

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 **Leon 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:

Florida DEM
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
dem@coastalcloud.us

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

Scott Ross, Director
Office of Financial Stewardship
301 S. Monroe Street
, Tallahassee FL 32301
850-606-5300
RossS@leoncountyfl.gov

- 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 **Leon County** is in the amount of **\$12,806,949.00.**

(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:

Vincent S. Long

Name and title:

Vincent S Long

Date:

6/17/2020

FID#

59-6000708



ATTEST:

Gwendolyn Marshall, Clerk of the Court & Comptroller, Leon County, Florida

By:

Gwendolyn Marshall

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

Name and Title

Date:

APPROVED AS TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By:

Chasity H. O'Steen

Digitally signed by Chasity H. O'Steen
DN: cn=Chasity H. O'Steen, ou=Leon County Board of
County Commissioners, ou=County Attorney's
Office, email=osteen@leoncountyfl.gov, c=US
Date: 2020.06.17 16:26:17 -0400

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:

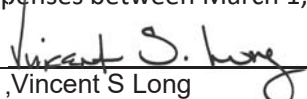
Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of Leon 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: Vincent S Long
 Date: 6/17/2020

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, Leon 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, Leon 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: Vincent S. Long
 Name and title: , Vincent S Long
 Date: 6/17/2020

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
 Name and title _____
 Date: _____

Attachment B

PROGRAM STATUTES AND REGULATIONS

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