

## COVID-19 SUBRECIPIENT GRANT AGREEMENT

**THIS SUBRECIPIENT GRANT AGREEMENT** (“Agreement”), is effective as of the \_\_\_\_ day of September, 2020 (the “Effective Date”), by the **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida (“County”) and the **City of Gainesville, Florida (the “City”)**, whose address is 200 East University Avenue, Gainesville, Florida 32601 (“Recipient”).

### RECITALS:

**WHEREAS**, pursuant to section 5001 of the *Coronavirus Aid, Relief and Economic Security Act* (Pub. L. No. 116-136. H.R. 748) hereinafter referred to as the “CARES Act”, the State of Florida received Coronavirus Relief Funds from the Federal Government; and

**WHEREAS**, pursuant to the CARES Act Funding Agreement, Agreement Number Y2273, by and between the State of Florida, Division of Emergency Management (the “State”) and the County, a copy of which has been provided to and received by Recipient, and which is hereby incorporated by reference into this Agreement, the State awarded a portion of the Coronavirus Relief Funds to the County”; and

**WHEREAS, on July 7, 2020**, the County approved the Alachua County CARES Act Plan and on August 3, 2020, the County approved the amended Alachua County CARES Act Plan (collectively, “the Plan”), and pursuant to the Plan, the County appropriated \$2,356,350 of its Coronavirus Relief Funds (the “Funding”) to be provided as grant funding to the Recipient to fund expenses incurred as a result of the COVID-19 Public Health Emergency; and

**WHEREAS**, Recipient been appropriated grant funding to fund expenses incurred as a result of the COVID-19 Public Health Emergency: and

**WHEREAS**, pursuant to the Plan, the County has determined that the expenses to be funded under this Agreement were incurred as a result of the COVID-19 Public Health Emergency and are necessary expenditures as defined in the CARES Act; and

**WHEREAS**, pursuant to the Plan, the County has appropriated and hereby provides funding in the amount of \$2,356,350 (the “Grant Funds”) pursuant to the terms and conditions set forth herein; Recipient’s application is on file with the County department overseeing this Agreement, Budget and Fiscal Services (the “Department”).

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

### I. INCORPORATION OF RECITALS

The above stated recitals are accurate and by this reference made a part this Agreement. Recipient acknowledges and agrees that it is a subrecipient of funding under the CARES Act Funding Agreement and, as such, agrees to fully comply with all provisions set forth therein, and also agrees to fully cooperate with any request by the State or County regarding the County’s obligations thereunder, including but not limited to all records and audit requirements.

## II. GENERAL CONDITIONS

### A. Recipient agrees to do as follows:

1. To accept and expend the Grant Funds in accordance with the terms of this Agreement, the Cares Act Funding Agreement, the CARES Act, and the Plan. The Federal Guidance and Frequently Asked Questions detailing eligible expenditures under the CARES Act are hereby incorporated into this Agreement, and are available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> and <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>. The Federal Guidance and Frequently Asked Questions are subject to amendment, and the Recipient is responsible for monitoring and complying with such guidance.

2. To comply with Florida's public records laws. The term "public record", as used in this Agreement, is defined in section 119.011(12), Florida Statutes, a copy of which can be obtained by Recipient online at <http://www.leg.state.fl.us/Statutes/>, which by this reference is made a part of this Agreement. All documents not expressly exempt from the Florida's public records laws relative to this Agreement and the Grant Funds are considered to be public records as defined in said Chapter 119, Florida Statutes; and

3. To obtain permits, as may be required, from the State of Florida and Alachua County, and abide by all applicable state laws and local ordinances, as from time to time amended; and

4. To return to the County within fifteen (15) days' of written demand all Grant Funds paid to Recipient under the terms of this Agreement upon the County finding that Recipient has violated the terms of this Agreement, the CARES Act Funding Agreement, the provisions of the CARES Act, or the provisions of the Plan, including, but not limited to, making expenditures that are specifically disallowed by this Agreement or the CARES Act, or the State or Federal granting agency finding that the County violated the terms of the CARES Act Funding Agreement regarding a payment made to the Recipient. Recipient may only utilize Grant Funds for expenses incurred as a result of or in response to the COVID-19 Public Health Emergency, from the period of March 1, 2020 through December 30, 2020. Such expenses include, and are limited to (the "Expenses"):

- (a) \$408,196 for personal protective equipment (PPE) & medical supplies.
- (b) \$94,582 for disinfecting public areas and facilities.
- (c) \$116,250 for quarantining health and public safety personnel.
- (d) \$94,582 for preparing public buildings for customers.
- (e) \$457,976 for local share of FEMA awards – payroll only.
- (f) \$228,988 for local share of FEMA awards – non-payroll only.
- (g) \$248,900 for public ordinance enforcement.
- (h) \$248,900 for homeless care.
- (i) \$209,076 for equipping public employees to telework.
- (j) \$248,900 for food delivery to residents.

**5. Recipient shall not utilize Grant Funds for any of the following categories:**

- (a) contributions to a contingency reserve or a similar provision for unforeseen events.
- (b) costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation and gratuities.
- (c) costs resulting from violations of or failure to comply with federal, state and local laws and regulations.
- (d) the salaries and costs of the office of the governor of a state or the chief executive of a political subdivision. These costs are considered a cost of general state or local government.
- (e) the salaries and other costs of the Legislature or similar local governmental bodies such as County commissioners, City councils and school boards, whether incurred for purposes of legislation or executive direction.
- (f) the salaries and costs of executive level employees of a nonprofit organization. These costs are considered a general cost of the nonprofit organization.
- (g) costs of any audits required under this Agreement or the CARES Act Funding Agreement.

**6. Recipient agrees that the Recipient will make expenditures using the Grant Funds in compliance with all applicable federal, state, and/or local procurement laws and regulations and has or will use competitive procurement methods when required for all expenditures submitted pursuant to this Agreement.**

**7. Recipient agrees that the funding awarded in this Agreement cannot be used to replace lost revenue or offset shortfalls in revenue under the terms of the CARES Act.**

**8. Recipient agrees that the funding awarded in this Agreement will not be used for expenditures for which the Recipient has received or will receive any other supplemental funding, whether state, federal, or private in nature, for that same expenditure. Any such duplication of benefits can, and will, result in the County seeking reimbursement of Grant Funds provided for such costs.**

**9. Recipient agrees to comply with the terms of the CARES Act – Coronavirus Relief Fund inasmuch that funds provided under this Agreement shall be used solely for necessary expenditures incurred and paid by the Recipient due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period beginning March 1, 2020, and ending December 30, 2020.**

**10. Recipient consents to and agrees to:**

**i) Fully cooperate with such audits and/or monitoring procedures/processes of Recipient's financial affairs by the Department (including agents of the Department), the Office of Inspector General, the State of Florida or the United States Government may require as they relate to the Grant Funds. These monitoring procedures may include, but not be limited to, on-site visits by staff of the Department or their agents; and**

**ii)** Produce all documents required by the Department, including its agents or the Office of Inspector General. Recipient agrees to give the County complete and unfettered access to all records regarding Grant Funds provided under this Agreement, at all times, during regular business hours, to ensure the Grant Funds are properly spent; and

**iii)** Submit monthly cumulative reports to the County no later than 10 (ten) days after the end of each month, in the format and detail as determined appropriate by the County, each month until submission of the final report. The reports shall also provide information pertaining to any other COVID-19 related assistance received. The first monthly report is due on the tenth day of the month following the submittal of the Recipient's first reimbursement request; and

**iv)** By no later than January 15, 2021, Recipient shall furnish to the County a final report of expenditures of the Grant Funds in such form as the Department shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer/CFO/Executive Director of Recipient's organization. This report shall include the time period from the Effective Date of this Agreement until all of the Grant Funds have been expended by Recipient. The reporting obligation set forth in this paragraph shall survive the expiration or earlier termination of this Agreement; and

**v)** Provide additional program updates or information that may be required by the County; and

**vi)** Comply with all Emergency Orders issued by the County related to the COVID-19 pandemic as may be issued or amended by the County from time to time without notice to the Recipient. The County's current Emergency Orders are, and subsequent Emergency Orders or amendments thereto, if any, will be available at <http://www.alachuacounty.us/covid-19/Pages/default.aspx>. The Recipient represents and warrants that it has reviewed all current Emergency Orders and agrees that it is solely responsible for obtaining and complying with any subsequent amendments or new Emergency Orders related to the COVID-19 pandemic. Failure of the Recipient to comply with any Emergency Order related to the COVID-19 pandemic shall constitute a material breach of this Agreement and may result, at the County's sole discretion, in any or all of the following: (i) immediate termination of this Agreement; (ii) the Recipient's return of all Grant Funds paid to the Recipient under this Agreement within 30 day of receipt of written demand of same from the County; and (iii) the withholding of any other funds due or payable by the County to the Recipient until all Grant Funds paid to the Recipient under this Agreement have been returned to the County.

**11.** Recipient's violation of any of the provisions contained in this Agreement, including the failure to adhere to the reporting requirements of this Agreement or any applicable code or statutory provision, whether or not incorporated into this Agreement, shall be a material breach and may result in immediate termination of this Agreement and Recipient's return of all Grant Funds granted by this Agreement. The County may also withhold future payments due under separate agreements, in an amount up to any repayment due to the County under this Agreement if Recipient does not return requested Grant Funds in accordance with this Agreement.

### **III. EFFECTIVE DATE/TERM OF AGREEMENT**

This Agreement is effective as of the Effective Date and shall continue in effect until the Recipient has submitted its final report to the County, except that the Recipient's public records and audit cooperation requirements shall survive the expiration or termination of this Agreement. Any Grant Funds not expended and submitted to the County for reimbursement as of December 30, 2020 will expire and will not be available for future reimbursement to the Recipient.

### **IV. PAYMENT**

- A. The County agrees to pay Recipient Grant Funds in an amount not to exceed \$2,356,350 within thirty (30) business days of the presentation of a completed Reimbursement Request properly supported by invoices for costs that are determined to be allowable under the terms of this Agreement, the Plan, and the CARES Act. This amount constitutes the maximum indebtedness of the County pursuant to this Agreement, and the only obligation of the County hereunder. The CFDA number of the grant authorized by this Agreement is 21.019. The federal award ID number is Y2273. The Federal awarding agency for the grant authorized hereunder is the Department of the Treasury.
- B. The County's obligation to pay under this Agreement is contingent upon availability of CARES Act funding from the Department of the Treasury through the State of Florida and may be delayed or reduced accordingly.
- C. The County's provisional determination that an expenditure is eligible does not relieve the Recipient of its duty to repay the County for any expenditures that are later determined by the County, State, or the Federal government to be ineligible.

### **V. RECORDS**

A. By the acceptance of the Grant Funds, Recipient agrees to adhere to all provisions of the Florida's public records laws, including but not limited to Chapter 119, Florida Statutes, with respect to the receipt, expenditure, and use of public funds from the County. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a copy of which can be obtained by Recipient online at <http://www.cms.gov/HIPAAGenInfo/>, which regulations are incorporated herein by reference, as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization, relative to the grant shall be public records and subject to the provisions of Florida's public records laws. Recipient's failure to comply with this requirement will constitute a breach of this Agreement and may result in cancellation of this Agreement and refund to County of the Grant Funds.

B. Recipient shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in a manner permitting positive and ready identification of any Grant Funds received by Recipient from the County from the time such funds are actually received by Recipient until the time they are actually expended or disbursed by Recipient according to the terms of this Agreement.

C. In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars, including A-102, A-87, A-110, A-122, A-133 and A-21 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), may be used as a guide concerning records to be maintained. The aforesaid records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as the County may deem necessary.

D. The Recipient shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after disbursement of the Grant Funds to Recipient.

## VI. AUDIT

A. Payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance and Recipient is considered a subrecipient as defined as Uniform Guidance. Upon the request of the County, Recipient shall obtain and provide to the County a copy of the latest available audited financial statements of the Recipient. Upon the request of the County, or if the Recipient expends more than \$750,000 of Federal grant expenditures (inclusive of any Federal funds disbursed to Recipient apart from those authorized by this Agreement) during its fiscal year, Recipient shall obtain and provide to the County an independent single audit conducted in accordance with both GAAS and Government Auditing Standards (“GAS”) issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), of its financial affairs for its fiscal year ending within the current County fiscal year. Such report shall be made by an independent certified public accountant. If requested, such report shall be due within nine (9) months of the close of Recipient’s fiscal year, or within 30 days of receipt of such report, whichever is sooner. This Paragraph shall survive the expiration or earlier termination of this Agreement for a period of five (5) years from the date of expiration or termination.

B. The following audit requirements are in addition and supplemental to other audit requirements in this Agreement:

1. Recipient shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the “**Records**”) in a format sufficient to reflect all receipts and expenditures of the Grant Funds.

2. Recipient shall retain all Records pertinent to this Agreement for a period of five (5) years after disbursement Grant Funds. 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, at no cost to the County, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.

3. Upon demand, at no additional cost to the County, Recipient shall facilitate the duplication and transfer of any Records during the applicable retention period.

4. Recipient shall provide the Records at all reasonable times for inspection, review, copying, or audit by the County.

5. At all reasonable times for as long as Recipient maintains the Records, Recipient shall allow persons authorized by the County to have full access to and the right to examine any of the Records, regardless of the form in which kept.

6. Recipient, at its cost, shall provide audits or reports as requested by the County, and shall insure that all related party transactions are disclosed to the auditor.

7. Recipient shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the County.

8. Recipient shall permit the County to interview any of Recipient's employees, subcontractors, and subcontractors' employees to assure the County of the satisfactory performance of this Agreement. Following such review, if Recipient's performance is, in the opinion of the County, deficient, the County will deliver to Recipient a written report of the deficiencies and request for Recipient's development of a corrective action plan. Recipient agrees to prepare and submit to the County a corrective plan within five (5) business days of receiving the County's written report. Recipient shall correct all deficiencies identified in the corrective action plan within five (5) business days from the County's receipt of the corrective action plan.

9. All reports, audits, and other information Recipient provides pursuant to this Section shall contain the following statement: **"The information provided to Alachua County in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes"**.

10. If Recipient uses any contractors or subcontractors in utilization of the Grant Funds, Recipient shall include the audit, inspections, investigations, and record-keeping requirements of this Agreement in all such subcontracts and assignments.

11. Recipient acknowledges the County must comply with the subrecipient monitoring requirements of 2 CFR 200.331 and at the request of the County agrees to provide such additional information and documentation to the County as required to comply with such requirements.

## **VII. NOTICE**

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Notices shall be deemed effective upon receipt or three (3) days after posting of certified mail. Notices shall be delivered to:

**For the County:**

Assistant County Manager for Budget and Fiscal Services  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601

**For Recipient:**  
Finance Director  
City of Gainesville  
P. O. Box 490  
Gainesville, FL 32627

## **VIII. CIVIL RIGHTS**

**A.** There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status, citizenship status, creed, sexual orientation, gender identity, disability, veteran status, or any other protected status under federal, state, or County law, or under Recipient's policies in the performance of this Agreement.

**B.** Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) in regard to the persons served.

**C.** Recipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e) in regard to employees or applicants for employment.

**D.** Recipient shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

**E.** Recipient shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.

**F.** If County receives evidence of discrimination in violation of this Agreement, the County may terminate this Agreement and Recipient shall return the Grant Funds to the County upon written demand therefore.

## **IX. NON-DISCRIMINATION**

Recipient shall not discriminate, directly or indirectly, on the grounds of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, sex, age or political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Recipient shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the County setting forth the provisions of this nondiscrimination clause. Recipient shall incorporate this provision in all subcontracts for the services provided under this Agreement.



## **X. OTHER CONDITIONS**

**A.** Recipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Open Meetings Law). Such laws, rules, regulations, and ordinances also include, but are not limited to, the applicable requirements for licenses and certifications necessary in connection with any activity arising out of expenditure of the Grant Funds. If any of the obligations of this Agreement are to be performed by a subcontractor or subrecipient, the provisions of this Section shall be incorporated into and become a part of such subcontract or subrecipient contract.

## **XI. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS**

**A.** As a material inducement for County to enter into this Agreement, Recipient warrants (and unless otherwise specified, the warranties shall remain true during the term of this Agreement) that:

**1.** Recipient is a political subdivision of the State of Florida located within Alachua County and is authorized to conduct business and in good standing in the State of Florida. Recipient has authority to enter into this Agreement and all documents contemplated by this Agreement, and to perform its obligations arising under this Agreement and other documents contemplated by this Agreement. The individuals signing on behalf of Recipient have authority to do so.

**2.** Recipient's execution of this Agreement and performance of its obligations under this Agreement have been duly authorized and approved by the shareholders, members, partners, or directors of Recipient (as the case may be).

**3.** This Agreement and all documents contemplated by this Agreement each constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

**4.** This Agreement and all documents contemplated by this Agreement do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction by which Recipient is bound, or any provision of any applicable law or regulation by which Recipient is bound. The execution of this Agreement and all documents contemplated by this Agreement, and performance of the obligations of this Agreement and other contemplated documents, will not result in a breach of or constitute a default under any agreement to which Recipient is a party or require consent from any third party.

**5.** Recipient holds all necessary licenses, permits, and authorizations required by applicable governmental bodies as a condition to conduct business in the State of Florida and in Alachua County.

**6.** Recipient has not employed or retained any third party having a relationship with County to solicit or secure this Agreement and has not paid or agreed or promised to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

7. Recipient is not in default under any agreement with County, and Recipient has satisfied all conditions imposed by any governmental authority in connection with provision of the Services.

**B.** The employment by Recipient of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Naturalization Act and a material breach of this Agreement, and County may unilaterally cancel this Agreement upon thirty (30) days' prior written notice of such cancellation.

**C.** If Recipient has a religious affiliation, Recipient acknowledges, represents and warrants that all Grant Funds are ineligible to be used for religious purposes, and that use of the funding shall not discriminate among recipients based upon religion.

## **XII. INDEMNIFICATION**

**A.** See Exhibit A attached hereto and incorporated herein for the indemnification obligations of Recipient.

## **XIII. ENTIRE AGREEMENT; COUNTERPARTS**

This Agreement contains the entire agreement between the parties with respect to the receipt and expenditure of the Grant Funds. Any amendment to this Agreement must be in writing and duly executed by the parties hereto. This Agreement may be signed in counterparts, including by electronic signature, the counterparts and signatures of which, when taken together, shall constitute but one Agreement.

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

**ALACHUA COUNTY, FLORIDA**

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

\_\_\_\_\_, Chair

Board of County Commissioners

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

**IF CONTRACT IS LESS THAN \$50,000 CAN**

**BE SIGNED BY COUNTY MANAGER**

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

**IF SIGNED BY COUNTY MANAGER**

**CLERK DOES NOT ATTEST AND**

**SIGNATURE BLOCK IS REMOVED**

\_\_\_\_\_  
Alachua County Attorney's Office

**RECIPIENT**

ATTEST (By Corporate Officer)

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**IF THE CONTRACTOR IS INCORPORATED OR IS OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.**

## **EXHIBIT A**

### **Indemnification**

Recipient and its subsidiaries (“Indemnifying Party(ies)”) shall hold harmless, indemnify, and defend Alachua County and the County’s members, officers, officials, employees and agents (collectively, the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the Agreement, operations, Services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operations, Services or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, any products generated by the Services, or any part of the Services, are held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the disputed part of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the disputed Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Indemnified Parties so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will: (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.** In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

**EXHIBIT B**

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 \_\_\_\_\_ Recipient  
("Recipient") and I certify that:

1. I have the authority on behalf of Recipient to request grant payments from Alachua County (the "County"), passed through 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 County will rely on this certification as a material representation in making grant payments to the Recipient.
  3. I acknowledge that Recipient 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, Alachua County, and the Florida State Auditor General, or designee.
  5. I acknowledge that Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
  6. I acknowledge and agree that Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
  7. I acknowledge that if Recipient 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 Treasury.
  8. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the County 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 Recipient; 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: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Attachment B – CERTIFICATION REGARDING LOBBYING**

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

The undersigned sub-recipient, \_\_\_\_\_, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for the 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, and 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, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient, understand and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

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

Name and title: \_\_\_\_\_

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

**Attachment C**

**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	Disbursements of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements