

## RESOLUTION 20-47

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, APPROVING A SUB-RECIPIENT FUNDING AGREEMENT WITH THE COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS FOR COVID-19 CORONAVIRUS RELIEF FUND (CRF) PAYMENTS AS PROVIDED BY THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES); AUTHORIZING THE CITY MANAGER TO EXECUTE THE FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Marco Island, Florida ("City Council") recognizes that the City of Marco Island, Florida ("City") is subject to natural and man-made disasters including hurricanes, tornadoes, floods, fires, pandemics, and chemical releases, and faces potential loss of life and damages to property, natural resources, and the local economy; and

**WHEREAS**, on March 13, 2020, the President of the United States declared the ongoing Novel Coronavirus Disease 2019 ("COVID-19") pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"); and

**WHEREAS**, State, Territorial, Tribal, local government entities, and certain private non-profit organizations are eligible to apply for CRF funding; and

**WHEREAS**, The State of Florida has made \$1.275B of CRF funds available to county governments with populations fewer than 500,000 from the state allocation from the U.S. Treasury. Funds have been allocated to each jurisdiction on a per capita basis based on census data reflecting 2018 population.

**WHEREAS**, The Collier County Board of County Commissioners created the Collier Cares program to disburse CRF funds.

**WHEREAS**, the City applied for Collier Cares on August 10, 2020, seeking funding under the CARES Act; and

**WHEREAS**, the City reapplied for Collier Cares on November 2, 2020, seeking funding under the CARES Act; and

**WHEREAS**, The latest Treasury guidance and State have advised that as a matter of administrative convenience, all public health and safety employees meet the substantially dedicated test, and as such their entire payroll costs are eligible to be covered by the CRF.

**WHEREAS**, to receive obligated funds for eligible CRF payments, the City is

required to execute a Sub-Recipient Funding Agreement with the Collier County Board of County Commissioners, attached as Exhibit "A" (the "Funding Agreement").

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby approves the Funding Agreement, in substantially the form attached hereto and incorporated herein as Exhibit "A."

**Section 3.** The City Council hereby authorizes the City Manager to execute the Funding Agreement with the Board of County Commissioners, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, THIS 9<sup>TH</sup> DAY OF NOVEMBER 2020.**


**ATTEST:**

  
\_\_\_\_\_  
Laura M. Litzan, City Clerk

**CITY OF MARCO ISLAND, FLORIDA**

By:   
\_\_\_\_\_  
Jared Grifoni, Chairman

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Alan L. Gabriel, City Attorney

FAIN #	Y2265
Federal Award Date	03/01/2020
Federal Award Agency	Department of Treasury
CFDA Name	Coronavirus Relief Fund
CFDA/CSFA#	21.019
Total Amount of Federal Funds Awarded	1,000,000.00
SUBRECIPIENT Name	City of Marco Island
DUNS#	031723286
FEIN	593479845
R&D	No
Indirect Cost Rate	No
Period of Performance	3/1/20-12/30/20
Fiscal Year End	9/30
Monitor End:	3/2021

**AGREEMENT BETWEEN COLLIER COUNTY  
AND  
City of Marco Island |  
Coronavirus Relief Fund (CARES Act)  
FIRST RESPONDER Program**

**THIS AGREEMENT** is made and entered into this 13<sup>th</sup> day of November 2020 by and between Collier County, a political subdivision of the State of Florida, (COUNTY or Grantee) having its principal address at 3339 E Tamiami Trail, Naples FL 34112, and, CITY OF MARCO ISLAND (SUBRECIPIENT), having its principal office at 50 Bald Eagle Drive Marco Island, Florida 34145.

**WHEREAS**, the COUNTY has entered into an Agreement with the State of Florida Division of Emergency Management (DIVISION) for a grant for the execution and implementation of the CARES Act Program, pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Section 601 (d) of the Social Security Act ; and

**WHEREAS**, pursuant to the aforesaid agreement, the COUNTY is undertaking certain activities to assist the community in navigating the impact of the COVID-19 outbreak; and

**WHEREAS**, the SUBRECIPIENT has applied for and, based on the information provided by the SUBRECIPIENT, is qualified to receive Program funding; and

**WHEREAS**, the COUNTY and the SUBRECIPIENT wish to set forth the responsibilities and obligations of each in the undertaking of the CARES Act project.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the Parties hereby agree that the COUNTY will provide a Grant to the SUBRECIPIENT upon and subject to all general conditions, terms, covenants, and agreements herein set forth.



**PART I  
SCOPE OF WORK**

The SUBRECIPIENT shall, in a satisfactory and proper manner and consistent with any standards required as a condition of providing CARES Act funding, as determined by Collier County Community and Human Services Division (CHS), perform the tasks necessary to conduct the program as follows:

Project Name: CARES ACT Assistance Program

Description of project and outcome: Community and Human Services, as the administrator of the CARES program, will make available funds to directly benefit the citizens of Collier County through in preventing the spread of this virus.

Project Component One: First Responder

1. Project Tasks:

a. Task 1: First Responder and associated support staff salary and benefits

2. CARES Act Documentation Requirements Compliance Criteria:

Activities carried out with funds provided under this Agreement will contribute to a program designed to face the significant needs related to the COVID-19 public health emergency.

**1.1 GRANT AND SPECIAL CONDITIONS**

Performance under this Agreement is subject to 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The obligation of the COUNTY to make the Grant is subject to the following conditions precedent.

A. CARES Funds Eligibility Criteria. SUBRECIPIENT acknowledges and agrees that the CARES Act provides that CARES Funds may only be utilized to cover expenses that (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in SUBRECIPIENT's budget most recently approved as of March 27, 2020; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. SUBRECIPIENT further acknowledges and agrees that CARES Funds may not be used to fill shortfalls in government revenue or to cover expenditures that would not otherwise qualify as eligible expenses under the CARES Act. SUBRECIPIENT warrants and represents that SUBRECIPIENT will only request, receive, or accept CARES Funds under this Agreement for Eligible Expenditures that comply with all of these requirements and limitations and all requirements and limitations of the CARES Act, including as such may be amended.



- B. Use of CARES Funds. SUBRECIPIENT represents and agrees that the funding provided by County to SUBRECIPIENT under this Agreement will be utilized by SUBRECIPIENT only for the Projects, each of which is an Eligible Expenditure as permitted under the CARES Act, as specified in Exhibit D and in accordance with the Project budget set forth in Section 1.2.
- C. Proceeds. SUBRECIPIENT shall not sell or otherwise dispose of any assets acquired using CARES Funds in exchange for compensation (monetary or in-kind). If SUBRECIPIENT sells or otherwise disposes of any assets acquired using CARES Funds in exchange for compensation of any kind prior to December 30, 2020, SUBRECIPIENT shall transfer the proceeds from any such sale or disposal, if any, to County, or pay County the cash equivalent of the in-kind value, promptly, but no later than fifteen (15) business days after receipt by SUBRECIPIENT of such proceeds.
- D. Grants or Loans. Any refund or repayment of a grant or loan, in whole or in part, made by SUBRECIPIENT to any recipient or borrower using CARES Funds must be transferred to County promptly, but no later than fifteen (15) business days after receipt by SUBRECIPIENT of the repayment from the recipient or borrower of the grant or loan.
- E. Interest. If any CARES Funds are prepaid directly to SUBRECIPIENT, any interest earned or other investment proceeds received by SUBRECIPIENT on such CARES Funds, including by deposit in an interest bearing account, shall be used only for Eligible Expenditures for the Projects, and if unspent on December 30, 2020, must be transferred by SUBRECIPIENT to County promptly, but no later than fifteen (15) business days after receipt by SUBRECIPIENT of the interest or proceeds.
- F. No Independent Funding Obligation. SUBRECIPIENT acknowledges and agrees that County is not obligated by the CARES Act or any other law, rule, or regulation to provide any CARES Funds to SUBRECIPIENT, that County voluntarily has elected to distribute a portion of CARES Funds to SUBRECIPIENT, and that County's obligation to provide CARES Funds to SUBRECIPIENT shall be limited to the CARES Funds as set forth in Section 1.4 and subject to the terms and conditions of this Agreement.

**1.2 PROJECT DETAILS**

**A. Project Description/Project Budget**

Description	Federal Amount
Project Component 1: First Responder and associated support staff salary and benefits	\$1,000,000.00
<b>Total Maximum Federal Funds:</b>	<b>\$1,000,000.00</b>



**B. Performance Deliverables**

Program Deliverable	Deliverable Supporting Documentation	Submission Schedule
Insurance	Insurance Certificate (Exhibit A)	Within fifteen (15) days of Agreement execution
Financial and Compliance Audit	Audit, Management Letter, and Exhibit F	Annually: nine (9) months after FY end for Single Audit OR one hundred eighty (180) days after FY end

**C. Payment Deliverables**

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
Project Component 1: First Responder and associated support staff salary and benefits	Submission of supporting documents must be provided, as evidenced by any of the following: payroll documentation, job description, bank statements, and any other additional documentation as requested. (Exhibit B and Exhibit E)	Submission of monthly invoices.

**1.3 PERIOD OF PERFORMANCE**

The SUBRECIPIENT services shall start on March 1, 2020 and shall end on December 30, 2020 unless terminated earlier, in accordance with provisions of Paragraph 3.9, Defaults, Remedies, and Termination. In accordance with 2 CFR 200 Subpart E – Cost Principles and Section 215.97(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.

If the SUBRECIPIENT complies with all requirements set forth herein, this Agreement shall terminate December 30, 2020, whereupon all obligations of the SUBRECIPIENT for repayment of funds shall cease. Notwithstanding the foregoing, the COUNTY expressly reserves and does not waive its rights to recover any damages arising from or relating to the SUBRECIPIENT's breach of any of the Grant Documents, including but not limited to this Agreement and/or any attachments hereto which occurred in whole or in part before said termination.

**1.4 AGREEMENT AMOUNT**

The COUNTY agrees to make funds available up to a maximum of ONE MILLION DOLLARS and 00/ CENTS (\$1,000,000.00) for use by the SUBRECIPIENT during the term of the Agreement (hereinafter, shall be referred to as the "Funds") for reimbursement of Salary and Benefits for Public Safety. Should the DIVISION or U.S. Department of Treasury revise disbursement deadlines or otherwise reduce the CARES Act funds available to the COUNTY, under this Agreement, COUNTY shall decrease the funds available to the SUBRECIPIENT accordingly. SUBRECIPIENT may use Funds only for expenses eligible under Section 601(d) of the Social





Security Act, specifically the Coronavirus Relief Fund, and further outlined in US Treasury Guidance.

The CARES Act requires that Funds from the Coronavirus Relief Fund only be used to cover expenses that:

- A. Are necessary expenditures incurred due to the public health emergency 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 (the date of enactment of the CARES Act) for the SUBRECIPIENT; and
- C. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds 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.
- D. Examples of eligible expenses include, but are not limited to:
  - i. Medical expenses
  - ii. Public health expenses
  - iii. Expenses for actions to facilitate compliance with COVID-19 related public health measures.
  - iv. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

Modification to the "Budget and Scope" may only be made if approved in advance. Budgeted fund shifts among line items shall not be more than 10 percent of the total funding amount and does not signify a change in scope.

The COUNTY shall reimburse the SUBRECIPIENT for the performance of this Agreement upon completion or partial completion of the work tasks, as accepted and approved by CHS. SUBRECIPIENT may not request disbursement of CARES Act funds until funds are needed for eligible costs, and all disbursement requests must be limited to the amount needed at the time of the request. SUBRECIPIENT may expend funds only for allowable costs resulting from obligations incurred from March 1, 2020 through December 30, 2020.

Final invoices are due no later than fifteen (15) days after the end of the Agreement. Work performed during the term of the program but not invoiced within fifteen (15) days after the end of the Agreement may not be processed without written authorization from the Grant Coordinator.

The County Manager or designee may extend the term of this Agreement for a period of up to 180 days after the end of the Agreement. Extensions must be authorized, in writing, by formal letter to the SUBRECIPIENT.

No payment will be made until approved by CHS for grant compliance and adherence to any and all applicable Local, State, or Federal requirements. Reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the CARES Act. However, the COUNTY's provisional determination that an expenditure is eligible does not relieve

the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY, DIVISION or the Federal government to be ineligible.

Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of CARES Funds in accordance with this Agreement, applicable law, and the CARES Act. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County, payment may be withheld by County for the duration of any failure of SUBRECIPIENT to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to SUBRECIPIENT when SUBRECIPIENT's noncompliance is cured to the reasonable satisfaction of Contract Administrator, provided that at such time SUBRECIPIENT is in full compliance with all other material terms and conditions of the Agreement.

Except where disputed for noncompliance, payment will be made upon receipt of a properly completed invoice and in compliance with §218.70, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act."

SUBRECIPIENT shall be required to repay to County any CARES Funds determined by County, in County's reasonable discretion, to be ineligible for reimbursement under the CARES Act, or determined by the U.S. Department of Treasury to be ineligible use(s) of CARES Funds. SUBRECIPIENT shall also be required to repay to County (a) any CARES Funds overpaid to SUBRECIPIENT by County; (b) any CARES Funds expended by SUBRECIPIENT, or any of its subcontractors, in violation of this Agreement; or (c) any CARES Funds County is required to refund that were paid to SUBRECIPIENT under this Agreement or proceeds from or interest on such amounts, including proceeds from sales or disposals of assets purchased by SUBRECIPIENT using CARES Funds and interest received by SUBRECIPIENT on CARES Funds held in interest-bearing accounts, if applicable. SUBRECIPIENT shall repay any amounts required to be repaid to County under this Agreement from nonfederal sources within thirty (30) days after written notice is provided by County. If such amounts are not timely repaid, County may, in its sole discretion, withhold payment on any pending or subsequent Requests for Payment by SUBRECIPIENT, or offset SUBRECIPIENT's obligation to repay County under this Agreement by applying it as a credit against any other funds (except ad valorem tax revenues derived from the SUBRECIPIENT's voter-approved debt service millage) owed by County to SUBRECIPIENT under this or any other agreement or any other payment obligation. SUBRECIPIENT agrees that the repayment obligations under this section shall apply regardless of whether CARES Funds were believed or determined by County to be eligible for reimbursement to SUBRECIPIENT prior to the occurrence of the event triggering the repayment obligation hereunder. SUBRECIPIENT waives any present or future defense, counterclaim, or setoff, regardless of the basis, known or unknown, that SUBRECIPIENT may have to any action by County in enforcing the repayment obligation set forth in this section.

In addition to County's rights under this Agreement, and notwithstanding any distribution requirement otherwise provided in Florida law, the Florida Administrative Code, the Florida Department of Revenue's rules and procedures, or any other law, rule, regulation or procedure, if





SUBRECIPIENT fails to repay County as required in Section 5.7, SUBRECIPIENT authorizes County to withhold from any revenues, including taxes (except ad valorem tax revenues derived from the SUBRECIPIENT's voter-approved debt service millage) and fees, that County collects on behalf of SUBRECIPIENT an amount equal to the amount owed by SUBRECIPIENT, which shall be held in a separate account as security until SUBRECIPIENT repays to County all sums owed pursuant to this Agreement.

## 1.5 COST PRINCIPLES

Payments to the SUBRECIPIENT are governed by the Federal grant management rules for cost allowability found at 2 CFR 200 Subpart E-Cost Principles. For the purposes of this section (Section 1.5-Cost Principles) of this Agreement, SUBRECIPIENT is defined as described in 2 CFR 200.93. Accordingly, payments will be made on a cost reimbursement basis. Each request for reimbursement shall identify the associated project and approved project task(s) listed under this Scope of Work. The SUBRECIPIENT may only incur direct costs that may be attributed specifically to the project(s) referenced above, as defined in 2 CFR 200.413. The SUBRECIPIENT must provide adequate documentation for validating costs incurred. Payments to SUBRECIPIENT SUBRECIPIENTs and vendors are conditioned upon compliance with the procurement requirements provided for in 2 CFR 200.318-200.326. Allowable costs incurred by the SUBRECIPIENT and SUBRECIPIENTs shall comply with 2 CFR Subpart E-Cost Principles.

## 1.6 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Either party may change the address to which notices are to be sent to it by giving written notice of such change to the other party in the manner herein provided for giving notice. Any notice, request, instruction, or other document delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY

ATTENTION: KRISTI SONNTAG, DIRECTOR  
Collier County Community and Human Services Division  
3339 E Tamiami Trail, Suite 211  
Naples, Florida 34112  
Email: [KRISTI.SONNTAG@colliercountyfl.gov](mailto:KRISTI.SONNTAG@colliercountyfl.gov)  
Telephone: (239) 252-2486

SUBRECIPIENT

ATTENTION: MICHAEL MCNEES, CITY MANAGER  
SUBRECIPIENT CITY OF MARCO ISLAND FLORIDA |  
Address : 50 BALD EAGLE DRIVE |  
MARCO ISLAND, FLORIDA 34145 |  
Email: [mmcnees@cityofmarcoisland.com](mailto:mmcnees@cityofmarcoisland.com) |



Telephone: (239) 389-5000

**Remainder of Page Intentionally Left Blank**



**PART II  
GRANT CONTROL  
REQUIREMENTS**

**2.1 AUDITS**

At any time during normal business hours and as often as the COUNTY (and/or its representatives) may deem necessary, the SUBRECIPIENT shall make available for review, inspection, or audit, all records, documentation, and any other data relating to all matters covered by the Agreement.

Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt of the report. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to obtain an annual agency audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits.

The determination of amounts of Federal awards expended shall be in accordance with guidelines established by 2 CFR Part 200, Subpart F-Audit Requirements.

**2.2 RECORDS AND DOCUMENTATION**

The SUBRECIPIENT shall maintain sufficient records, in accordance with 2 CFR 200.333 and §119.021, Florida Statutes, to determine compliance with the requirements of this Agreement, the CARES Act Program, and all other applicable laws and regulations. This documentation shall include, but is not limited to, the following:

- A. All records required by CARES Act regulations.
- B. SUBRECIPIENT agrees to execute such further documents as may be required by law or prepared by the COUNTY to confirm SUBRECIPIENT's Agreement.
- C. SUBRECIPIENT shall keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service.
- D. All reports, plans, surveys, information, documents, maps, books, records, and other data procedures developed, prepared, assembled, or completed by the SUBRECIPIENT for this Agreement shall be made available to the COUNTY, by the SUBRECIPIENT, at any time, upon request by the COUNTY or CHS. Materials identified in the previous sentence shall be in accordance with generally accepted accounting principles (GAAP), procedures, and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement, including matching funds and Program Income. These records shall be maintained to the extent of such detail as will properly reflect all net costs, direct and indirect labor, materials, equipment, supplies and services,



and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

- E. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to CHS, if requested. In any event, SUBRECIPIENT shall keep all documents and records in an orderly fashion, in a readily accessible, permanent, and secured location for three (3) years after the date of submission of the annual performance and evaluation report, as prescribed in 2 CFR 200.333, unless any litigation, claim, or audit is started before the expiration date of the three (3) year period, the records will be maintained until all litigation, claim, or audit findings involving these records are resolved. If a SUBRECIPIENT ceases to exist after the closeout of this Agreement, the COUNTY shall be informed, in writing, of the address where the records are to be kept, as outlined in 2 CFR 200.336. The SUBRECIPIENT shall meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in possession of the SUBRECIPIENT upon termination of the Agreement and destroy any duplicate exempt and/or confidential public records that and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the COUNTY's information technology systems.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-252-6832, [Michael.Cox@colliercountyfl.gov](mailto:Michael.Cox@colliercountyfl.gov), 3299 Tamiami Trail E, Naples FL 34112.**

- F. SUBRECIPIENT shall provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. SUBRECIPIENT shall ensure that exempt and/or confidential public records that are exempt from public records disclosure requirements are not disclosed except as authorized by 2 CFR 200.336 and 2 CFR 200.337.
- G. Notwithstanding any provision in the Grant Documents to the contrary, the SUBRECIPIENT agrees that the failure or delay by the COUNTY in giving any notice or statement hereunder or under any other Grant Document, or any inaccuracy therein or incompleteness thereof, shall not in any way alter or affect the absolute and unconditional obligation of the SUBRECIPIENT to pay and perform, in full, the obligations set forth hereunder, but any action taken or not taken by the SUBRECIPIENT as a direct result of



such lack or delay of notice, or of the SUBRECIPIENT's good faith reliance upon a material inaccuracy therein or the material incompleteness thereof, as the case may be, shall not in and of itself, and to the extent thereof, constitute an Event of Default hereunder, so long as the SUBRECIPIENT does not otherwise have or receive notice or knowledge of the material contents or substance of such notice, or of the intended substance of any inaccurate or incomplete notice, as the case may be, and the SUBRECIPIENT acts, at all times, in good faith.

### **2.3 MONITORING**

During the term of the Agreement, SUBRECIPIENT shall submit to the COUNTY an annual Single Audit report (Exhibit F) no later than nine (9) months (or one hundred eighty (180) days for SUBRECIPIENTs exempt from Single Audit) after the SUBRECIPIENT's fiscal year end. The COUNTY will conduct an annual financial and programmatic review.

SUBRECIPIENT agrees that CHS may carry out no less than one (1) on-site monitoring visit and evaluation activities, as determined necessary. At the COUNTY's discretion, a desktop review of the activities may be conducted in lieu of an on-site visit. The continuation of this Agreement is dependent upon satisfactory evaluations. The SUBRECIPIENT shall, upon the request of CHS, submit information and status reports required by CHS or the Division to enable CHS to evaluate said progress and to allow for completion of required reports. The SUBRECIPIENT shall allow CHS or the DIVISION to monitor the SUBRECIPIENT on site. Such site visits may be scheduled or unscheduled, as determined by CHS or the DIVISION.

The COUNTY will monitor the performance of the SUBRECIPIENT in an attempt to mitigate fraud, waste, abuse, or non-performance, based on goals and performance standards, as stated with all other applicable laws, regulations, and policies governing the funds provided under this Agreement further defined by 2 CFR 200.331. Substandard performance, as determined by CHS, will constitute noncompliance with this Agreement. If corrective action is not taken by the SUBRECIPIENT within a reasonable period after being notified by CHS, Agreement suspension or termination procedures will be initiated. SUBRECIPIENT agrees to provide the DIVISION, the Florida Office of Inspector General, the Florida Auditor General, the COUNTY, or the COUNTY's internal auditor(s) access to all records related to performance of activities in this Agreement.

### **2.4 PREVENTION OF FRAUD AND ABUSE**

SUBRECIPIENT shall establish, maintain, and utilize internal systems and procedures to prevent, detect, and correct incidents of waste, fraud, and abuse in the performance of this Agreement, and to provide for the proper and effective management of all Program and Fiscal activities of the Agreement. SUBRECIPIENT's internal control systems and all transactions and other significant events shall be clearly documented, and the documentation shall be readily available for monitoring by COUNTY.





SUBRECIPIENT shall provide COUNTY with complete access to all its records, employees, and agents for the purpose of monitoring or investigating the performance of the Agreement. SUBRECIPIENT shall fully cooperate with COUNTY's efforts to detect, investigate, and prevent waste, fraud, and abuse.

SUBRECIPIENT acknowledges that 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, applies to the actions, pertaining to this contract, of the SUBRECIPIENTS and its SUBRECIPIENTS.

SUBRECIPIENT may not discriminate against any employee or other person who reports a violation of the terms of this Agreement, or of any law or regulation to COUNTY or to any appropriate law enforcement authority, if the report is made in good faith.

## **2.5 DUPLICATION OF BENEFITS**

In consideration of SUBRECIPIENT's receipt of funds from the COUNTY, the SUBRECIPIENT hereby assigns to the COUNTY all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage, or any reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration, or other program to the extent that proceeds paid to SUBRECIPIENT under this MOU, and determined in the sole discretion of CHS, to be a duplication of benefits (DOB). This shall be defined as financial assistance available to the SUBRECIPIENT that can be used to pay the costs described under Budgeted Costs for the scope of work described in this MOU that are to be paid for by this grant.

SUBRECIPIENT agrees to immediately notify CHS upon receiving any proceeds from other relief or loan programs for this scope of work, which were not already described in the grant application. If some or all the proceeds are determined to be a DOB, the DOB portion shall be paid to the COUNTY forthwith.

## **2.6 CORRECTIVE ACTION**

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failure to implement or to make acceptable progress on such corrective action plans.

In order to effectively enforce COUNTY Resolution No. 2013-228, CHS has adopted an escalation policy to ensure continued compliance by SUBRECIPIENTS, Developers, or any entity receiving grant funds from CHS. CHS's policy for escalation for noncompliance is as follows:

1. Initial noncompliance may result in Findings or Concerns being issued to the SUBRECIPIENT, which will require a corrective action plan to be submitted to the COUNTY within 15 days following issuance of the report.



- Any pay requests that have been submitted to the COUNTY for payment will be held until the corrective action plan has been submitted.
  - CHS will be available to provide Technical Assistance (TA) to the SUBRECIPIENT, as needed, in order to correct the noncompliance issue.
2. If SUBRECIPIENT fails to submit the corrective action plan to the COUNTY in a timely manner, the COUNTY may require a portion of the awarded grant amount be returned to the COUNTY.
- The COUNTY may require upwards of 5 percent of the award amount be returned to the COUNTY, at the discretion of the Board.
  - The SUBRECIPIENT may be denied future consideration as set forth in Resolution No. 2013-228.
3. If SUBRECIPIENT continues to fail to correct the outstanding issue or repeats an issue that was previously corrected and has been informed by the COUNTY of their substantial noncompliance by certified mail, the COUNTY may require a portion of the awarded grant amount or the amount of the investment for acquisition of the properties conveyed, be returned to the COUNTY.
- The COUNTY may require upwards of 10 percent of the award amount be returned to the COUNTY, at the discretion of the Board.
  - The SUBRECIPIENT will be considered in violation of Resolution No. 2013-228.
4. If after repeated notification, SUBRECIPIENT continues to be substantially noncompliant, the COUNTY may recommend the Agreement or award be terminated.
- The COUNTY will make a recommendation to the Board to immediately terminate the contract or Agreement. The SUBRECIPIENT will be required to repay all funds disbursed by the COUNTY for the project that was terminated. This includes the amount invested by the COUNTY for the initial acquisition of properties or other activities.
  - The SUBRECIPIENT will be considered in violation of Resolution No. 2013-228.



If the SUBRECIPIENT has multiple agreements with the COUNTY, and is found to be noncompliant, the above sanctions may be imposed across all awards at the Board's discretion.

**Remainder of Page Intentionally Left Blank**



**PART III  
TERMS AND CONDITIONS**

**3.1 GENERAL COMPLIANCE**

The SUBRECIPIENT agrees to comply with the requirements of the CARES Act, Section 601 (d) of the Social Security Act. The SUBRECIPIENT also agrees to comply with all other applicable laws, regulations, and policies governing the funds provided under this Agreement, including the requirement to follow the federal procurement process. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**3.2 INDEPENDENT SUBRECIPIENT**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall always remain an "independent SUBRECIPIENT" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent SUBRECIPIENT.

**3.3 AMENDMENTS**

The COUNTY or SUBRECIPIENT may amend this Agreement, at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY'S governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement to conform with Federal, State, or Local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment, signed by both COUNTY and SUBRECIPIENT.

No modification or waiver of any provision of the Grant Documents, nor consent to any departure by the SUBRECIPIENT therefrom shall in any event be effective unless the same shall be in writing, and such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of the COUNTY in exercising any right, power, or privilege hereunder or under the Grant Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.



### **3.4 AVAILABILITY OF FUNDS**

The parties acknowledge that the Funds originate from Department of Treasury CARES Act grant funds, as provided by the DIVISION, and must be implemented in full compliance with all of Department of Treasury rules and regulations and any agreement between COUNTY and DIVISION governing CARES Act funds pertaining to this Agreement. In the event of curtailment or non-production of said federal funds, or the reduction of funds awarded by the DIVISION to COUNTY, to a level determined by the County Manager to be insufficient to adequately administer the project, the financial sources necessary to continue to pay the SUBRECIPIENT all or any portion of the funds will not be available. In either event, the COUNTY may terminate this Agreement, which termination shall be effective as of the date that it is determined by the County Manager or designee, in his/her sole discretion and judgment, that the funds are no longer available. In the event of such termination, the SUBRECIPIENT agrees that it will not look to, nor seek to hold the COUNTY, nor any individual member of the County Commissioners and/or County Administration, personally liable for the performance of this Agreement, and the COUNTY shall be released from any further liability to SUBRECIPIENT under the terms of this Agreement.

The SUBRECIPIENT shall use the Grant proceeds solely for necessary expenditures incurred due to the COVID-19 public health emergency, and that the proceeds of the Grant will not be loaned, granted, or assigned to any party and shall in no event be used for any purpose prohibited by the Grant Documents or Regulations. No Grant proceeds may be used for the purchase of property or construction of existing property.

### **3.5 INDEMNIFICATION**

To the maximum extent permitted by Florida law, the SUBRECIPIENT shall indemnify and hold harmless the COUNTY, its officers, agents, and employees from any and all claims, liabilities, damages, losses, costs, and causes of action which may arise out of an act or omission, including but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the SUBRECIPIENT or any of its agents, officers, servants, employees, SUBRECIPIENTs, patrons, guests, clients, licensees, invitees, or any persons acting under the direction, control, or supervision of the SUBRECIPIENT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies, which otherwise may be available to an indemnified party or person described in this paragraph. The SUBRECIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the COUNTY and shall pay all costs (including attorney's fees) and judgments which may issue thereon. This Indemnification shall survive the termination and/or expiration of this Agreement. This section does not pertain to any incident arising from the sole negligence of COUNTY. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. This section shall survive the expiration of termination of this Agreement.





### 3.6 GRANTEE RECOGNITION/SPONSORSHIPS

The SUBRECIPIENT agrees that all notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorships of the Program, research reports, and similar public notices, whether printed or digitally prepared and released by the SUBRECIPIENT for, on behalf of, and/or about the Program shall include the statement:

**“FINANCED IN PART BY U.S. DEPARTMENT OF TREASURY, FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND COLLIER COUNTY COMMUNITY AND HUMAN SERVICES DIVISION”**

and shall appear in the same size letters or type as the name of the SUBRECIPIENT. This design concept is intended to disseminate key information regarding the development team, to the general public.

### 3.7 DEBARMENT AND SUSPENSION

The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Debarment and Suspension and 2 CFR 200.213, as further detailed in Section 4.18.

### 3.8 DEFAULTS, REMEDIES, AND TERMINATION

In accordance with 2 CFR 200.340, this Agreement may be terminated for convenience by either the COUNTY or the SUBRECIPIENT, in whole or in part, by setting forth, in writing, the reasons for such termination, the effective date, and in the case of partial terminations, the portion to be terminated. The termination date shall not be less than 30 days after the date of such written notice. However, in the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. This Agreement may also be terminated by the COUNTY, if the award no longer effectuates the program goals or grantor agency priorities.

The following actions or inactions by SUBRECIPIENT shall constitute a Default under this Agreement, in compliance with 2 CFR 200, Appendix II (A):

- A. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and DIVISION guidelines, policies, or directives as may become applicable at any time.



- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
- C. Ineffective or improper use of funds provided under this Agreement.
- D. Submission of reports to the COUNTY that are incorrect or incomplete in any material respect.
- E. Submission of any false certification.
- F. Failure to materially comply with any terms of this Agreement.
- G. Failure to materially comply with the terms of any other Agreement between the COUNTY and the SUBRECIPIENT relating to the project.
- H. The SUBRECIPIENT assigns this Agreement or any money advanced hereunder or any interest herein.
- I. Any representation or warranty made herein or in any report, certificate, financial statement, or other instrument furnished in connection with this Agreement or the Grant shall prove to be false in any material respect.
- J. If material adverse changes occur in the financial condition of the SUBRECIPIENT at any time during the agreement, and the SUBRECIPIENT fails to cure this adverse condition within thirty (30) days from the date written notice is sent by the COUNTY.

In the event of any default by SUBRECIPIENT under this Agreement, the COUNTY may seek any combination of one or more of the following remedies in compliance with 2 CFR 200, Appendix II (B):

- A. Require specific performance of the Agreement, in whole or in part.
- B. Require immediate repayment to the COUNTY of all Grant funds that SUBRECIPIENT has received under this Agreement, as set forth in Section 6.2.
- C. Apply sanctions, if determined by the COUNTY to be applicable.
- D. Stop all payments, until identified deficiencies are corrected.
- E. Terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date of such termination. If the Agreement is terminated by the



COUNTY, as provided herein, SUBRECIPIENT shall have no claim of payment or benefit for any incomplete project activities undertaken under this Agreement.

**3.9 INSURANCE**

SUBRECIPIENT shall not commence any work and/or services pursuant to this Agreement until all required insurance, as outlined in Exhibit A and 2 CFR 200.310, has been obtained. Said insurance shall be carried continually during SUBRECIPIENT's performance under the Agreement.

**3.10 ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT agrees to perform the Scope of Work in compliance with the Grant Budget and the Scope of Work (Part I), the Uniform Administrative Requirements, and Cost Principles and Audit Requirements for Federal Awards (2 CFR 200 et seq.).

**3.11 PURCHASING**

SUBRECIPIENT is required to follow Federal Procurement standards (2 CFR 200.318 through .326) and/or Collier County's Procurement Ordinance #2017-08, as amended, as outlined below. The current purchasing thresholds are:

**Federal Procurement Standards:**

Range:	Method/Competition Required
\$0 - \$10,000	Micro-Purchase
\$10,001 - \$250,000	Small Purchase
\$250,001+	Sealed Bidding

**Collier County Procurement Standards:**

Range:	Competition Required
\$0 - \$3,000	Single Quote with documentation
\$3,001 - \$50,000	3 Written Quotes
\$50,001+	Formal Solicitation (ITB, RFP, etc.)

During the period of the Declared State of Emergency, emergency and exigent purchases will be permitted, following Federal Procurement standards, pursuant to 2 CFR 200.320, provided the SUBRECIPIENT submits sufficient documentation to support cost reasonableness. Acceptance of said documentation shall be at the COUNTY's sole discretion. If the Declared State of Emergency expires before December 30, 2020, SUBRECIPIENT shall ensure that non-emergency COUNTY procurement standards will be used for purchases under this Agreement. Regardless of the state of emergency, any purchase in excess of \$250,00 will be assessed using a price or cost analysis approved by CHS, prior to purchase.



The SUBRECIPIENT shall enter into contracts for purchases with the lowest, responsible, and qualified bidder. In accordance with 2 CFR 200.322, SUBRECIPIENT shall procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, per 2 CFR 200, Appendix II(J) and 2 CFR 200.322. Contract administration shall be handled by the SUBRECIPIENT and monitored by CHS, which shall have access to all records and documents related to the project.

**Purchase of Equipment:** Equipment under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with CARES Act funds shall be used to navigate the impact of the COVID-19 outbreak, during the term of this Agreement. 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. |

### **3.12 GRANT CLOSEOUT PROCEDURES**

SUBRECIPIENT's obligation to the COUNTY shall not end until all closeout requirements are completed. The SUBRECIPIENT may close out the project with the COUNTY after the expiration of the Agreement. | Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all program income balances, and receivable accounts to the COUNTY), and determining the custodianship of records. In addition to the records retention outlined in Part 2.2, the SUBRECIPIENT shall comply with Section 119.021, Florida Statutes regarding records maintenance, preservation, and retention. A conflict between state and federal law records retention requirements will result in the more stringent law being applied, such that the record must be held for the longer duration. Any balance of unobligated funds that have been advanced or paid must be returned to the COUNTY. Any funds paid exceeding the amount SUBRECIPIENT is entitled to under the terms and conditions of this Agreement must be refunded to the COUNTY. SUBRECIPIENT shall also produce records and information complying with Section 215.97, Florida Single Audit Act. Closeout procedures must take place in accordance with 2 CFR 200.343.

### **3.13 OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE**

The SUBRECIPIENT agrees that no person shall be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement based on race, color, disability, national origin, religion, age, familial status, or sex. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment and eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.



**3.14 OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN OWNED BUSINESS ENTERPRISES**

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3.15 AFFIRMATIVE ACTION**

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program pursuant to the COUNTY's specifications, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The COUNTY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds. The Affirmative Action must be updated throughout the continued use period and must be submitted to the COUNTY within 30 days of update/modification.

**3.16 CONFLICT OF INTEREST**

The SUBRECIPIENT covenants that no person under its employ, who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the Project areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement, and that no person having any conflict of interest shall be employed by or subcontracted by the SUBRECIPIENT. The SUBRECIPIENTs covenants that it will comply with all Conflict of Interest provisions of 2 CFR 200.318, and the State and County statutes, regulations, ordinances, or resolutions governing conflicts of interest.

The SUBRECIPIENT will notify the COUNTY, in writing, and seek COUNTY approval prior to entering into any contract with an entity owned in whole or in part by a covered person, or an entity owned or controlled in whole or in part by the SUBRECIPIENT. The COUNTY may review the proposed contract to ensure that the SUBRECIPIENT is qualified, and the costs are reasonable. Approval of an identity of interest contract will be in the COUNTY's sole discretion. This provision is not intended to limit the SUBRECIPIENT's ability to self-manage the projects using its own employees.





Any possible conflict of interest on the part of the SUBRECIPIENT, its employees, or its SUBRECIPIENTS shall be disclosed, in writing, to CHS provided however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low- and moderate-income residents of the project target area.

### **3.17 BYRD ANTI-LOBBYING AMENDMENT**

Each tier certifies that the tier above it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence the award of federal funds, as covered by 31 USC 1352, as more fully described in Section 4.47 of this Agreement. SUBRECIPIENTS who apply or bid for an award of \$100,000 or more shall file the required certification.

### **3.17 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 County or SUBRECIPIENT, nor shall anything included herein be construed as consent by County or SUBRECIPIENT to be sued by third parties in any matter arising out of this Agreement. County and SUBRECIPIENT are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

### **3.18 THIRD-PARTY BENEFICIARIES**

Neither SUBRECIPIENT nor County 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.

### **3.19 MATERIALITY AND WAIVER OF BREACH**

Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or SUBRECIPIENT's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.



**3.20 PAYABLE INTEREST**

A. Payment of Interest. County shall not be liable to pay any interest to SUBRECIPIENT for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof SUBRECIPIENT waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

B. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

**3.21 SEVERABILITY**

Should any provision of the Agreement be determined to be unenforceable or invalid, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**3.22 MISCELLANEOUS**

The SUBRECIPIENT and the COUNTY each binds itself, its partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this Agreement.

The SUBRECIPIENT represents and warrants that the financial data, reports, and other information on the Project and the SUBRECIPIENT furnished to the COUNTY by the SUBRECIPIENT are accurate and complete, and as to financial disclosures, fairly represent the financial position of the SUBRECIPIENT.

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.

The Grant Documents shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to its provisions regarding choice of laws.

All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the terms and conditions of the Agreement between the COUNTY, the Regulations, all applicable federal, state, and municipal laws, ordinances, regulations, orders, and guidelines, including but not limited to any applicable regulations issued by the DIVISION.

Electronic Signatures. This Agreement, ancillary to this Agreement, and related documents entered into in connection with this Agreement are signed when a party's signature is delivered by facsimile, e-mail, or any other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.



PAGE LEFT INTENTIONALLY  
BLANK



**PART IV  
GENERAL PROVISIONS**

**SUBRECIPIENT shall comply with the following Federal provisions, if applicable, and shall include such applicable Federal provisions in contracts with subcontractors.**

- 4.1 Coronavirus Aid, Relief, and Economic Security Act (CARES Act), section 601(d) of the Social Security Act created the Coronavirus Relief Fund  
<https://www.govtrack.us/congress/bills/116/hr748/text>
- 4.2 2 CFR 200 et seq - Uniform Administrative Requirements, Cost Principles, and Audit requirements for Grants and Agreements.  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- 4.3 Any rule or regulation determined to be applicable by the DIVISION.
- 4.4 2 CFR 200.16 – Prohibition of certain telecommunications and video surveillance services or equipment. Recipients and SUBRECIPIENTS are prohibited from obligating or expending loan or grant funds to: 1) procure or obtain; 2) extend or renew a contract to procure or obtain; 3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system or as a critical technology as part of any system.
- 4.5 Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the SUBRECIPIENT at Owner's discretion.
- 4.6 Venue-Any suit of action brought by either party to this Agreement against the other party, relating to or arising out of this Agreement, must be brought in the appropriate federal or state courts, in Collier County, FL which courts have sole jurisdiction on all such matters. (No reference required for this item).
- 4.7 Dispute Resolution - Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. Any situations when negotiations, litigation and/or mediation shall be attended by representatives of SUBRECIPIENT with full decision-making authority and by COUNTY'S staff person who would make the presentation of any settlement reached during negotiations to COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall



attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under § 44.102, Florida Statutes. The litigation arising out of this Agreement shall be adjudicated in Collier County, Florida, if in state court and the US District Court, Middle District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, COLLIER COUNTY AND THE SUBRECIPIENT EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.  
<https://www.flsenate.gov/Laws/Statutes/2012/44.102>

- 4.8** The SUBRECIPIENT agrees to comply with all applicable standards and agrees to report each violation for the following :
- a. Clean Air Act, 41 USC 7401, et seq. <https://www.govinfo.gov/content/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap85.htm>  
<https://www.law.cornell.edu/uscode/text/42/chapter-85>
  - b. Federal Water Pollution Control Act, 33 USC 1251, et seq., as amended. <https://www.govinfo.gov/content/pkg/USCODE-2011-title33/pdf/USCODE-2011-title33-chap26.pdf>  
<https://www.law.cornell.edu/uscode/text/33/chapter-26>
- 4.9** The SUBRECIPIENT shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6201)
- 4.10** The SUBRECIPIENT agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, SUBRECIPIENT shall procure only items designated in guidelines of the Environmental Protection Agency (EPA), at 40 CFR Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4.11** As a supplement to the Davis-Bacon Act requirements, the SUBRECIPIENT agrees to comply with the “Copeland Anti-Kickback Act,” which prohibits the SUBRECIPIENT, its SUBRECIPIENTS, or SUBRECIPIENTS from inducing an employee to relinquish any part of his/her compensation, under the federally-funded contract.  
18 U.S.C. 874 <https://www.govinfo.gov/content/pkg/USCODE-2010-title18/pdf/USCODE-2010-title18.pdf>  
40 U.S.C. 276c <https://uscode.house.gov/view.xhtml?req=granuleid:USC-1999-title40-section276c&num=0&edition=1999>





**4.12** The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction as outlined in 2 CFR 200.213. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible to [participate in Federal assistance programs and activities. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

2 CFR 200.213 Suspension and debarment

[https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=c3a97c97ac42f9c05af52a7ea2f3d005&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200\\_1213](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=c3a97c97ac42f9c05af52a7ea2f3d005&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1213)

**4.13** 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 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. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

**4.14** Florida Statutes 119.021 Records Retention

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0119/Sections/0119.021.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.021.html)

**4.15** Florida Statutes, 119.071, Contracts and Public Records

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0119/Sections/0119.071.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.071.html)

**4.16** Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): The SUBRECIPIENT will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or





organization 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 obtaining any federal contract, grant, or any other award or subaward covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. The SUBRECIPIENT shall comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and its subSUBRECIPIENTs hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

<https://www.law.cornell.edu/uscode/text/31/1352>

- 4.17 False Claim; Criminal, or Civil Violation:** SUBRECIPIENT must promptly refer to COUNTY any credible evidence that a principal, employee, agent, SUBRECIPIENT, subgrantee, subSUBRECIPIENT, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.
- 4.18 Political Activities Prohibited:** None of the funds provided directly or indirectly under this Agreement shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.
- 4.19 By execution of this agreement, SUBRECIPIENT certifies that:**
- a. 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 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.
  - b. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including



subcontracts, sub-grants, contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

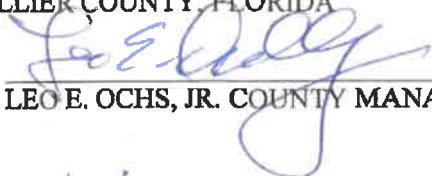
- c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrant awards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. SUBRECIPIENT certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

(Signature Page to Follow)



IN WITNESS WHEREOF, the SUBRECIPIENT and COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

BOARD OF COUNTY COMMISSIONERS OF  
COLLIER COUNTY, FLORIDA

By:   
LEO E. OCHS, JR. COUNTY MANAGER

Date: 11/13/20

| CITY OF MARCO ISLAND |

By:   
MICHAEL MCNEES, CITY MANAGER

Date: 11-13-2020

Approved as to form and legality:

  
Jennifer A. Belpedio  
Assistant County Attorney

Date: 11/16/2020



**PART V  
EXHIBITS**

**EXHIBIT A**

**INSURANCE REQUIREMENTS**

The SUBRECIPIENT shall furnish to Collier County, c/o Community and Human Services Division, 3339 E. Tamiami Trail, Suite 211, Naples, Florida 34112, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Workers' Compensation as required by Chapter 440, Florida Statutes.
2. Commercial General Liability, including products and completed operations insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, in an amount not less than \$1,000,000 combined single limit for combined Bodily Injury and Property Damage.

**DESIGN STAGE (IF APPLICABLE)**

In addition to the insurance required in 1 – 3 above, a Certificate of Insurance must be provided as follows:

4. Professional Liability Insurance, in the name of the SUBRECIPIENT or the licensed design professional employed by the SUBRECIPIENT, in an amount not less than \$1,000,000 per occurrence/\$1,000,000 aggregate providing for all sums which the SUBRECIPIENT and/or the design professional shall become legally obligated to pay as damages for claims arising out of the services performed by the SUBRECIPIENT or any person employed by the SUBRECIPIENT in connection with this Agreement. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued.

**CONSTRUCTION PHASE (IF APPLICABLE)**

In addition to the insurance required in 1 – 4 above, the SUBRECIPIENT shall provide, or cause its SubSUBRECIPIENTs to provide, original certificates indicating the following types of insurance coverage prior to any construction:

5. Completed Value Builder's Risk Insurance on an "All Risk" basis, in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Collier County and the SUBRECIPIENT.
6. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal



Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained, as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**OPERATION/MANAGEMENT PHASE (IF APPLICABLE)**

After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the loan and/or Agreement:

7. **Workers' Compensation as required by Chapter 440, Florida Statutes.**
8. **Commercial General Liability including products and completed operations insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.**
9. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$1,000,000 combined single limit for combined Bodily Injury and Property Damage.**
10. **Property Insurance coverage on an "All Risk" basis, in an amount not less than one hundred (100%) of the replacement cost of the property. Collier County must be shown as a Loss payee, with respect to this coverage A.T.I.M.A.**
11. **Flood Insurance coverage for those properties found to be within a flood hazard zone, for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy must show Collier County as a Loss Payee A.T.I.M.A.**



**EXHIBIT B  
COLLIER COUNTY COMMUNITY & HUMAN SERVICES  
SECTION I: REQUEST FOR PAYMENT**

SUBRECIPIENT Name: | |

SUBRECIPIENT Address: | |

Project Name: | |

Project No: [ ] Payment Request # [ ]

Total Payment Minus Retainage | |

Period of Availability: | | through | | ;

Period for which the Agency has incurred the indebtedness | | through | |

**SECTION II: STATUS OF FUNDS**

	SUBRECIPIENT	CHS Approved
1. Grant Amount Awarded	\$	\$
2. Total Amount of Previous Requests	\$	\$
3. Amount of Today's Request (Net of Retainage, if applicable)	\$	\$
4. Current Grant Balance (Initial Grant Amount Award request) (includes Retainage)	\$	\$

By signing this report, I certify to the best of my knowledge and belief that this request for payment is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the term 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; and/or Title VI, Chapter 68, Sections 68.081-083, and Title XLVI Chapter 837, Section 837-06).

\_\_\_\_\_  
Signature  
| |  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Grant Coordinator

\_\_\_\_\_  
Authorizing Grant Accountant

\_\_\_\_\_  
Supervisor (Approval required \$15,000 and above)

\_\_\_\_\_  
Division Director (Approval Required \$15,000 and above)





**EXHIBIT C**  
**CORONAVIRUS RELIEF FUND (CARES ACT)**  
**MONTHLY PROGRESS REPORT**  
**EMERGENCY SERVICES PROVIDER PROGRAM**

Report Period:	
Fiscal Year:	
Agreement Number:	
SUBRECIPIENT Name:	
Program:	
Contact Name:	
Contact Telephone Number:	

**1. Funds Expended:**

Category	Funds Expended Current Month	Funds Expended YTD
Storage		
Rental/Lease of Space		
Personnel		
Marketing		
Technology		
PPE		
Sanitization/Cleaning		
Transportation		
Facility Modifications to comply with social distancing		
Equipment		
Other:		
<b>Total</b>		



**2. Project Progress:**

Describe your progress, during the reporting period and any impediments, if applicable.

By signing this report, I certify to the best of my knowledge and belief that the information contained in this report is true, complete and accurate. 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).

Signature:    || \_\_\_\_\_ Date:    || \_\_\_\_\_

Printed Name:    || \_\_\_\_\_

Title:         || \_\_\_\_\_

**Your typed name here represents your electronic signature.**



## EXHIBIT D

### SCHEDULE OF ELIGIBLE EXPENDITURES

#### A. Categories of Eligible Expenditures:

##### 1. Medical expenses such as:

- c. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- d. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- e. Costs of providing COVID-19 testing, including serological testing.
- f. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- g. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

##### 3. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- e. Expenses for public safety measures undertaken in response to COVID-19.
- f. Expenses for quarantining individuals.

##### 4. 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.

##### 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:



- a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act eligibility criteria.



## **EXHIBIT E**

### **REQUEST FOR PAYMENT DOCUMENTATION REQUIREMENTS**

#### **Required Documentation**

SUBRECIPIENT shall submit the documentation itemized below (“Required Documentation”) with each invoice for CARES Funds.

Required Documentation includes:

1. Completed Request for Payment in the from approved by the SUBRECIPIENT;
2. A certification in accordance with Section 5.2 that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures;
3. A certification from SUBRECIPIENT’s administrator or the administrator’s authorized representative that the work, services, or activities, or materials being invoiced have been received or completed;
4. Documentation of costs associated with any SUBRECIPIENT personnel providing any services for the Project, if applicable;
5. An executed copy of each subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
6. A copy of the purchase order or other SUBRECIPIENT document authorizing the work, services, activities, or materials for outside services for which SUBRECIPIENT is invoicing;
7. A copy of all subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, as applicable;
8. Any additional documentation required by any additional provision of Federal Law; and
9. Any additional documentation that may be reasonably requested by SUBRECIPIENT



**EXHIBIT F**

**ANNUAL AUDIT MONITORING REPORT**

Circular 2 CFR Part 200.331 requires Collier County to monitor SUBRECIPIENTS of federal awards to determine if SUBRECIPIENTS are compliant with established audit requirements (Subpart F). Accordingly, Collier County requires that all appropriate documentation is provided regarding your organization's compliance. In determining Federal awards expended in a fiscal year, the entity must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including any Federal award provided by Collier County. The determination of amounts of Federal awards expended shall be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. This form may be used to monitor Florida Single Audit Act (Statute 215.97) requirements.

<b>SUBRECIPIENT Name</b>			
<b>First Date of Fiscal Year (MM/DD/YY)</b>		<b>Last Date of Fiscal Year (MM/DD/YY)</b>	
<b>Total Federal Financial Assistance Expended during most recently completed Fiscal Year</b>		<b>Total State Financial Assistance Expended during most recently completed Fiscal Year</b>	
\$		\$	
<b>Check A. or B. Check C if applicable</b>			
<input type="checkbox"/>	A. The federal/state expenditure threshold for our fiscal year ending as indicated above has been met and a Single Audit as required by 2 CFR Part 200, Subpart F has been completed or will be completed by    . Copies of the audit report and management letter are attached or will be provided within 30 days of completion.		
<input type="checkbox"/>	B. We are not subject to the requirements of OMB 2 CFR Part 200, Subpart F because we: <input type="checkbox"/> Did not exceed the expenditure threshold for the fiscal year indicated above <input type="checkbox"/> Are a for-profit organization <input type="checkbox"/> Are exempt for other reasons – explain:     An audited financial statement is attached and if applicable, the independent auditor's management letter.		
<input type="checkbox"/>	C. Findings were noted, a current Status Update of the responses and corrective action plan is included separate from the written response provided within the audit report. While we understand that the audit report contains a written response to the finding(s), we are requesting an updated status of the corrective action(s) being taken. Please do not provide just a copy of the written response from your audit report, unless it includes details of the actions, procedures, policies, etc. implemented and when it was or will be implemented.		
<b>Certification Statement</b>			
I hereby certify that the above information is true and accurate.			
<b>Signature</b>		<b>Date</b>	
<b>Print Name and Title</b>			

06/18





