



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.1.

5/28/2020

Subject:

Approval and signature authority for Interlocal Agreements with Cities for expenditure of CARES Act funding.

Fiscal Impact:

The costs incur by the city's response to their response to COVID-19 public emergency will be funded through the CARES Act allocation received by the US Department of Treasury on April 23, 2020.

Dept/Office:

County Manager's Office

Requested Action:

It is requested that the Board of County Commissioners approve the attached Interlocal Agreement form to be executed by each city which seeks funding through the County's share of the CARES Act funds; authorize the Chair to execute Interlocal Agreements on behalf of the Board as they are submitted, executed, by the cities.

Summary Explanation and Background:

On May 5, 2020, the Board was presented with an agenda item regarding the \$105 million CARES Act funds which the County received on April 23, 2020. The funds can only be used as follows:

1. for necessary expenditures incurred for the COVID-19 public health emergency response;
2. when not accounted for in the FY 2019-2020 Budget as approved as of March 27, 2020; and
3. are used for expenditures that will be incurred during the period that began on March 1, 2020 and ends on December 30, 2020.

The Board approved the expenditure of funds for certain programs and agreed that, upon executing an interlocal agreement with the Board, the CARES Act funds could also be used to for the same types of expenditures for the cities which the Board approved as County expenditures. These approved expenditures include PPE (Personal Protective Equipment) needs, Quarantine Expenses; Disinfection of Public Areas (contractor expenses, government labor expense and supplies); Payroll Expenses - Public Safety, Health, Human Services, dedicated COVID-19; Sick, family leave expenses, comply with COVID-19 precaution (Family First); Telework Expenses - Comply w/COVID-19 precautions, (software, hardware, phones, stipends, bandwidth).

The County is responsible for the expenditure of the CARES Act dollars it received. If the dollars are later found to not have been used in compliance with the CARES Act and the federal regulations, the County will

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be responsible for reimbursing the federal government.

The interlocal agreement as drafted sets out the requirements for CARES Act eligibility (see above); the County's responsibility for the expenditure of the funds; the City's responsibility for certifying the funds it requests meets the CARES Act eligibility requirements; that there is no contractual right to an expenditure for the City; that if an expenditure is made on behalf of the City which is later disallowed by the federal government, the City must reimburse the County for any funds the County reimburses the federal government; there is no appeal for any decision the County makes to not expend CARES Act dollars; and provides there will be procedures for requesting CARES Act funding.

Clerk to the Board Instructions:



May 29, 2020

MEMORANDUM

TO: Frank Abbate, County Manager

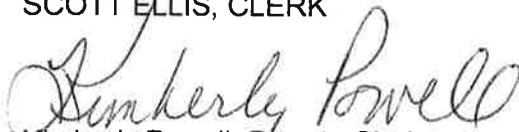
RE: Item I.1, Approval and Signature Authority for Interlocal Agreements with Cities for Expenditure of CARES Act Funding

The Board of County Commissioners, in regular session on May 28, 2020, approved the Interlocal Agreement form to be executed by each city which seeks funding through the County's share of the CARES Act funds; and authorized the Chair to execute Interlocal Agreements on behalf of the Board as they are submitted, executed, by the cities.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Kimberly Powell, Deputy Clerk

/cw

Encl. (1)

cc: County Attorney
Budget
Finance

INTERLOCAL AGREEMENT

CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF Rockledge a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover City expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

Matthew Trine, Assistant City Manager/Director, Finance & Risk Management
City of Rockledge
1600 Huntington Lane
Rockledge, FL 32955
mtrine@cityofrockledge.org
(321) 221-7540, ext. 108

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

Brenda Feltrow

City Manager


THE CITY OF

[Signature]

Chairman/Mayor


As approved by the Council on 6/17/2020

Approved as to legal form and content:



Attorney for the City
Joseph E. Miniclier

ATTEST:



Scott Ellis, Clerk to the Board


**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:



Attorney for the County

INTERLOCAL AGREEMENT

CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF PALM BAY, a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover City expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

Lisa Morrell, City Manager
City of Palm Bay
120 Malabar Rd.
Palm Bay, FL 32907
321-952-3400

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

THE CITY OF PALM BAY


City Manager


Chairman/Mayor

As approved by the Council on 6/18/20

Approved as to legal form and content:



Attorney for the City

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:



Attorney for the County

1.1

**INTERLOCAL AGREEMENT
CARES ACT FUNDING**

CFN 2020142024, OR BK 8785 PAGE 2378,
Recorded 07/06/2020 at 08:42 AM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:6

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF WEST MELBOURNE, a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

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- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronávirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

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- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
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- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

Scott Morgan
City Manager
City of West Melbourne
2240 Minton Road
West Melbourne, Florida 32904
smorgan@westmelbourne.org
(321) 837-7771

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

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Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

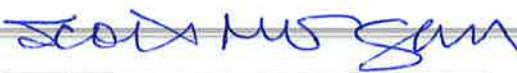
SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

THE CITY OF WEST MELBOURNE



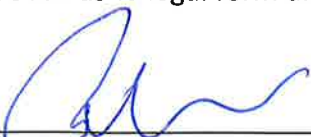
Scott Morgan, City Manager



Hal J. Rose, Mayor

As approved by the Council on June 16, 2020

Approved as to legal form and content:



Morris Richardson, Attorney for the City

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:



Maxima L. Felix
Attorney for the County

J 1

INTERLOCAL AGREEMENT
CARES ACT FUNDING

CFN 2020142023, OR BK 8785 PAGE 2372,
Recorded 07/06/2020 at 08:42 AM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:6

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE TOWN OF _MELBOURNE BEACH_____ a municipal corporation organized under the Laws of Florida, hereinafter referred to as "TOWN."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover Town expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the Town's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the Town for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The Town will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the Town, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the Town. This Agreement does not create a contractual right to any expenditure for the Town.
- (c) The Town, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The Town understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the Town is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the Town agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The Town shall remit such payment to the County within 30 calendar days from the date the County notifies the Town, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the Town, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the Town if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the Town for Town expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the Town with the procedures for requesting CARES Act funds, no later than five business days from the Town's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the Town as soon as approved by the County Manager. The Town agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the Town's execution of this Agreement, the Town will coordinate with the County regarding any purchase for which the Town requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the Town.

- (d) All purchase orders or contracts, whether issued by the Town or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

- (a) Town Representative: Elizabeth Mascaro, Town Manager
507 Ocean Avenue, Melbourne Beach, FL 32951
Townmanager@melbournebeachfl.org
(321) 724-5860

- (b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties


In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:



Town Manager

THE CITY OF



Chairman/Mayor

As approved by the Council on 6/3/2020

Approved as to legal form and content:



Attorney for the Town
Clifford R. Repperger

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:



Attorney for the County

J:1

**INTERLOCAL AGREEMENT
CARES ACT FUNDING**

CFN 2020142022, OR BK 8785 PAGE 2366,
Recorded 07/06/2020 at 08:42 AM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:6

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE TOWN OF MALABAR a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

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- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) Town Representative:

Matthew Stinnett, Town Manager
Malabar Town Hall
2725 Malabar Road
Malabar, FL 32950
towncmanager@townofmalabar.org
321-727-7764

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

THE TOWN OF MALABAR


Matthew Stinnett, Town Manager


Patrick T. Reilly, Chairman/Mayor

As approved by the Council on 6/15/2020

Approved as to legal form and content:



Attorney for the Town

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:



Attorney for the County

INTERLOCAL AGREEMENT

CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF Indian Harbour Beach, a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

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WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

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- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
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SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

Julie Bradford, Comptroller
City of Indian Harbour Beach
2055 South Patrick Drive
Indian Harbour Beach, FL 32937
jbradford@indianharbour.org
(321) 773-3181

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

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SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

THE CITY OF INDIAN HARBOUR BEACH


Mark K. Ryan, City Manager


Scott Nickle, Chairman/Mayor

As approved by the Council on 06/09/2020

Approved as to legal form and content:



Attorney for the City

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:



Attorney for the County

INTERLOCAL AGREEMENT
CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE TOWN OF INDIALANTIC a municipal corporation organized under the Laws of Florida, hereinafter referred to as "Town."

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WHEREAS, the County recognizes that the Town will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the Town, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the Town covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

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- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
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- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the Town or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) Town Representative:

Michael Casey, Town Manager
Town of Indialantic
216 Fifth Avenue
Indialantic, FL 32903
mcasey@indialantic.com
321-723-2242

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the Town representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

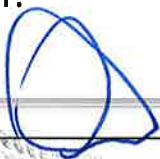
It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:



Town Manager

THE TOWN OF INDIALANTIC

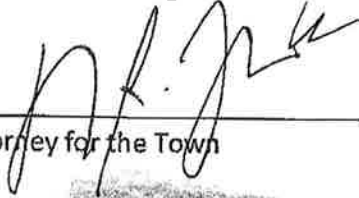


Mayor

As approved by the Council on June 10, 2020



Approved as to legal form and content:



Attorney for the Town

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:



Attorney for the County

INTERLOCAL AGREEMENT CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE TOWN OF GRANT-VALKARIA a municipal corporation organized under the Laws of Florida, hereinafter referred to as "Town."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the Town will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the Town, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the Town covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover Town expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the Town's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the Town for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The Town will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the Town, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the Town. This Agreement does not create a contractual right to any expenditure for the Town.
- (c) The Town, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The Town understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the Town is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the Town agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The Town shall remit such payment to the County within 30 calendar days from the date the County notifies the Town, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the Town, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the Town if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the Town for Town expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the Town with the procedures for requesting CARES Act funds, no later than five business days from the Town's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the Town as soon as approved by the County Manager. The Town agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the Town's execution of this Agreement, the Town will coordinate with the County regarding any purchase for which the Town requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the Town.

- (d) All purchase orders or contracts, whether issued by the Town or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) Town Representative:

Jason Mahaney, Town Administrator
Town of Grant- Valkaria
1449 Valkaria Rd.
Grant-Valkaria, FL 32950
townadmin@grantvalkaria.org

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the Town representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

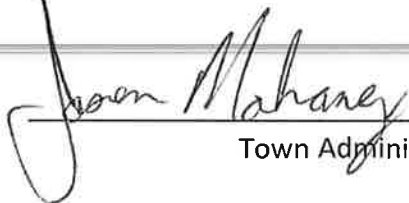
It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:


Town Administrator

THE TOWN OF GRANT-VALKARIA


Mayor

As approved by the Council on June 10, 2020

Approved as to legal form and content:

Attorney for the Town

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:



Attorney for the County

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CFN 2020142018, OR BK 8785 PAGE 2342,
Recorded 07/06/2020 at 08:42 AM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:6

INTERLOCAL AGREEMENT
CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF COCOA BEACH a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover City expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

Eileen Clark, Assistant City Manager/CFO
City of Cocoa Beach
2 S. Orlando Ave.
Cocoa Beach, FL 32931
eclark@cityofcocoa beach.com
(321) 868-3207

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:


THE CITY OF


City Manager


Chairman/Mayor

As approved by the Council on June 18, 2020

Approved as to legal form and content:



Attorney for the City

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/28/2020

Approved as to legal form and content:

Attorney for the County

INTERLOCAL AGREEMENT CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF Cocoa a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover City expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

Matthew Fuhrer, Interim City Manager
65 Stone Street
Cocoa, FL 32922
mfuhrer@cocoafl.org
(321) 433-8686

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

THE CITY OF COCOA



Matthew Fuhrer

City Manager

Matthew Fuhrer, Interim
City Manager



Chairman/Mayor

Jake Williams, Jr., Mayor

As approved by the Council on 6/10/2020

Approved as to legal form and content:



Attorney for the City
Anthony Garganese, City Attorney

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/29/2020

Approved as to legal form and content:



Attorney for the County

INTERLOCAL AGREEMENT CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF CAPE CANAVERAL a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover City expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

John DeLeo, Administrative/Financial Services Director
City of Cape Canaveral
100 Polk Avenue PO Box 326
Cape Canaveral, FL 32920
j.deleo@cityofcapecanaveral.org
(321) 868-1220 ext. 204

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.


It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:


Todd Morley, City Manager

THE CITY OF CAPE CANAVERAL


Robert E. Hoog, Mayor

As approved by the Council on July 21, 2020

Approved as to legal form and content:



Attorney for the City
Anthony A. GARGANESE

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/29/2020

Approved as to legal form and content:



Attorney for the County

INTERLOCAL AGREEMENT

CARES ACT FUNDING CFN 2020183471, OR BK 8835 PAGE 1620,

Recorded 08/26/2020 at 08:43 AM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:6

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF Melbourne Village a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover City expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

- (a) City Representative:

HEIDI SALMON, MAYOR TMV MAYOR@GMAIL.COM
TOWN OF MELBOURNE VILLAGE AND COPY
555 HAMMOCK RD.
MELBOURNE VILLAGE, FL 32904 DEPUTY CLERK@
MELBOURNEVILLAGE,
ORG

- (b) County Representative:

Jill Hayes, Director, Budget Office OFFICE 321 723 8300
Brevard County Board of County Commissioners CELL 321 266 8030
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

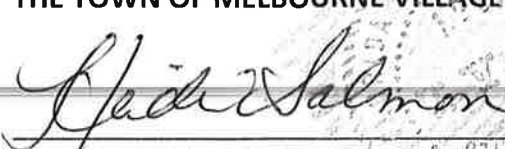
This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:



Heidi Salmon, Town Manager

THE TOWN OF MELBOURNE VILLAGE


Heidi Salmon, Mayor

As approved by the Commission 6/23/20

Approved as to legal form and content:



Attorney for the City, *Morris Richardson*

ATTEST:



Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Bryan Lober, Chairperson

As approved by the Board on: 5/29/2020

Approved as to legal form and content:



Attorney for the County

INTERLOCAL AGREEMENT

CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF SATELLITE BEACH a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover City expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

Courtney Barker, City manager
565 Cassia Blvd
Satellite Beach, FL 32937
CBarker@satellitebeach.org
(321) 773-4407 ext 111

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

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In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

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Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

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It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:



~~COURTNEY BARKER~~ City Manager
COURTNEY BARKER, CITY MANAGER

THE CITY OF SATELLITE BEACH, FLORIDA



FRANK CATANO Chairman/Mayor

As approved by the Council on 6/17/2020



Approved as to legal form and content:


Attorney for the City, JAMES BEADLE

ATTEST:


Scott Ellis, Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA


Bryan Lober, Chairperson

As approved by the Board on: 5/29/2020

Approved as to legal form and content:


Attorney for the County