



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.10.

1/26/2021

Subject:

CARES Act Funding Interlocal Agreement

Fiscal Impact:

Dept/Office:

County Manager's Office

Requested Action:

It is requested that the Board of County Commissioners authorize the Chair to execute the CARES Act Funding Interlocal Agreement between Brevard County Board of County Commissioners and the Brevard County Sheriff's Office and authorize necessary Budget Change Requests to reimburse the Brevard County Sheriff's Office for eligible Tier 1 expenses, approximately \$7.6 million.

Summary Explanation and Background:

Clerk to the Board Instructions:



January 27, 2021

M E M O R A N D U M

TO: Frank Abbate, County Manager's Office

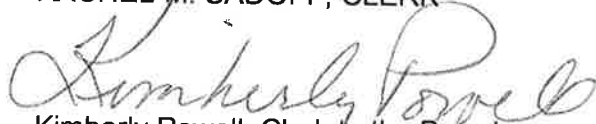
RE: Item F.10., CARES Act Funding Interlocal Agreement

The Board of County Commissioners, in regular session on January 26, 2021, authorized the Chair to execute the CARES Act Funding Interlocal Agreement between Brevard County Board of County Commissioners (BOCC) and Brevard County Sheriff's Office (BCSO); and authorized necessary Budget Change Requests to reimburse BCSO for eligible Tier 1 expenses, approximately \$7,600,000. Enclosed is a fully-executed Interlocal Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Brevard County Sheriff's Office
Finance
Budget

**CARES ACT FUNDING
INTERLOCAL AGREEMENT BETWEEN
THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA
AND
WAYNE IVEY, SHERIFF OF BREVARD COUNTY, FLORIDA**

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 WAYNE IVEY, in his official capacity as the Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer; (hereinafter referred to as "SHERIFF" or collectively the "PARTIES").

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, Florida Statute section 30.49 directs the SHERIFF to annually prepare and submit a proposed budget to the COUNTY and sets forth the requirements for the County to review and approve the proposed budget;

WHEREAS, the County is required to fund the Sheriff's budget from revenues as authorized under Florida Statutes sections 125.01(r) and pursuant to 129.01(1);

WHEREAS, Florida Statute section 30.53 preserves the SHERIFF'S independence as a constitutional officer concerning the purchase of supplies and equipment necessary for the SHERIFF to carry out the duties and responsibilities of office;

WHEREAS, the COUNTY sets aside Operating Reserves to provide options for responding to unexpected issues and risks and has established a goal of maintaining an operating reserve of no less than ten (10) percent of projected operating revenues;

WHEREAS, the COUNTY allocates to the SHERIFF its annual revenue in monthly installments; the SHERIFF is not a Taxing Authority; the SHERIFF does not carry reserve operating funds; and the SHERIFF has no statutory or constitutional authority to acquire loans or indebted his Office.

WHEREAS, Fla. Stat. sec. 30.49 (10) provides that "[i]f in the judgment of the sheriff an emergency should arise by reason of which the sheriff would be unable to perform his or her duties without the expenditure of larger amounts than those provided in the budget, he or she may apply to the board of county commissioners for the appropriation of additional amounts ...[and] [s]uch budget shall be brought into balance, if possible, by application of excess receipts in such county fund or funds. If such excess receipts are not available in sufficient amount, the county fund budget or budgets shall be brought into balance by adding an item of 'Vouchers unpaid' in the appropriate amount to the receipts side of the budget, and provision for paying such vouchers shall be made in the budget of the county fund for the next fiscal year."

WHEREAS, the COUNTY recognizes that the SHERIFF will incur many of the same costs and needs that the COUNTY will incur in responding to the COVID-19 pandemic, some costs specific to law enforcement and wishes to provide assistance to the SHERIFF, 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 and will support the critical needs of the citizens of the County and the Brevard County Sheriff's Office.

NOW THEREFORE, COUNTY and SHERIFF covenant and agree that they have full power and authority to enter into this Agreement:

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 SHERIFF's 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 SHERIFF's Budget most recently approved, effective 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 SHERIFF 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.

SHERIFF 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 SHERIFF, 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 SHERIFF, COUNTY department, entity or organization (private or public).
- (c) This Agreement does not create a contractual right to any expenditure for SHERIFF.
- (d) SHERIFF, 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, effective as of March 27, 2020, and associated documentation has been appropriately reviewed by SHERIFF and determined that the expenditures meets the requirements set forth in Section 3 above.
- (e) SHERIFF understands that the COUNTY will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures.
- (f) Further, SHERIFF understands that if an expenditure made to or on behalf of SHERIFF is determined to be ineligible, the COUNTY may be required to reimburse or pay the federal government back for ineligible expenditure(s).
- (g) Accordingly, should the COUNTY be required to return funds expended on behalf of the SHERIFF, the SHERIFF agrees to collaborate with the COUNTY to determine to

what extent and on what terms the COUNTY should reimburse such funds determined ineligible.

- (h) The PARTIES agree that the COUNTY may only seek redress regarding ineligible expenditures, and the COUNTY will notify the SHERIFF, in writing, that the federal government has demanded the reimbursement of such CARES Act funds.
- (i) Upon receipt of written notification, SHERIFF will engage in discussion and collaboration with COUNTY for terms of repayment of CARES Act funds the federal government has determined ineligible and demanded to be returned.
- (j) The PARTIES agree that no repayment shall be required from the SHERIFF unless the SHERIFF has an actual ability to pay without impacting SHERIFF's critical and statutory services, and the recall of such funds results solely from disqualified expenses.
- (k) 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.

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 SHERIFF for SHERIFF's 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 SHERIFF with the procedures for requesting CARES Act funds, no later than five (5) business days from SHERIFF's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the COUNTY shall be transmitted to SHERIFF as soon as approved by the County Manager. SHERIFF 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 SHERIFF's execution of this Agreement, the SHERIFF will coordinate with the COUNTY regarding any purchase for which SHERIFF requests CARES Act funding. The COUNTY may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to SHERIFF.
- (d) All purchase orders or contracts, whether issued by SHERIFF or 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) SHERIFF Representative:

William Spinelli, Chief Financial Officer
Brevard County Sheriff's Office
700 S. Park Ave.
Titusville, FL 32780
Bill.spinelli@bcso.us
(321) 264-5201

(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 SHERIFF's 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

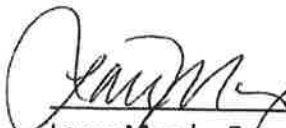
In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

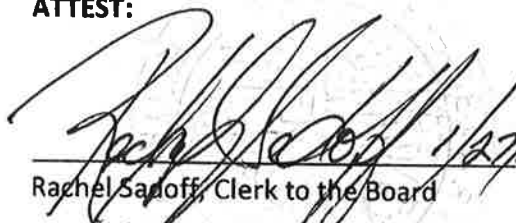
BREVARD COUNTY SHERIFF'S OFFICE


Wayne Ivey, Sheriff


Approved as to legal form and content:

 1/8/21
Laura Moody, Esq.
Attorney for SHERIFF

ATTEST:

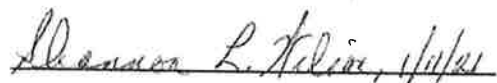
 1/27/21
Rachel Sadoff, Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA


Rita Pritchett, Chairperson

As approved by the Board on: 1/26/21

Approved as to legal form and content:

 1/11/21
Attorney for the COUNTY

INTERLOCAL AGREEMENT

EXTENSION

CARES ACT FUNDING

THIS EXTENSION TO THE 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 SCHOOL BOARD OF BREVARD COUNTY, Florida, a public corporation and governing body of the school district of Brevard County, organized under the Laws of Florida, hereinafter referred to as "School Board."

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 School Board will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide financial assistance to the School Board, in compliance with the CARES Act (including Guidance issued by the U.S. 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.

WHEREAS, on November 5, 2020, the Board of County Commissioners authorized the reimbursement of up to \$4 Million in CARES eligible expenses;

WHEREAS, on November 5, 2020, the Board of County Commissioners authorized the County Manager to execute grant agreements with CARES fund recipients receiving \$50,000 or more in CARES Act funding, to include audit and claw back provisions that any expenditure found to be

not in accordance with the Federal or Treasury guidelines, that the sub-recipient be required to reimburse the County;

WHEREAS, the United States Congress has extended the time by which the County must expend CARES funds allocated to the County from December 30, 2020 to December 31, 2021;

WHEREAS, on January 26, 2021 the Board of County Commissioners authorized an extension of time for the School Board to submit CARES eligible expenses for which the County allocated CARES funding to the School Board and authorized the County Manager to execute such extension;

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

NOW THEREFORE, the County and the School Board 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, EXTENSION.

Section 3(c) of the Interlocal Agreement is amended as follows:

“(c) were or will be incurred during the period that began on March 1, 2020, and ends on December 31, 2021.

All expenses for which the School Board requests reimbursement from the County under this Interlocal Agreement, as extended, must be submitted by December 31, 2021.”

SECTION 4. PRIOR AGREEMENT TERMS.

Except as amended herein, all other terms of the Interlocal Agreement remain in full force and effect.

SECTION 5. RECORDING.

Upon execution of this Extension to the Interlocal 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 copy of the Extension to the Interlocal Agreement to the School Board representative listed in Section 10 of the original Agreement.

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

THE SCHOOL BOARD OF BREVARD COUNTY

Misty Belford
(Signature of authorized officer)

Misty Belford, Chair

Printed name of authorized officer, title

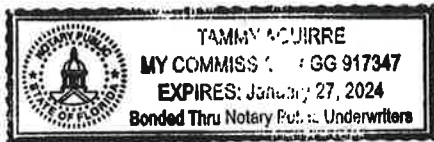
Date of Execution: 3/23/2021

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of march 2021, by Misty Belford, Chair, who is personally known to me or who has produced _____ as identification.

Type of Identification

[Notary Seal]



Tammy Aguirre
Notary Public

Tammy Aguirre
Name typed, printed or stamped
My Commission Expires: 1/27/24

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Frank Abbate

Frank Abbate, County Manager

Date of Execution: 4/29/21

Approved as to legal form and content:

Dan L. Wilson

As approved by the Board on: 01/26/21

Attorney for the County

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of ~~February~~ April, 2021, by Frank Abbate, County Manager, who is personally known to me or who has produced _____ as identification.

Type of Identification

[Notary Seal]



Jessica Bayne
Notary Public

Jessica Bayne
Name typed, printed or stamped

My Commission Expires: 03/22/2025

INTERLOCAL AGREEMENT

EXTENSION

CARES ACT FUNDING

CFN 2021110673, OR BK 9105 PAGE 323,
Recorded 04/30/2021 at 08:44 AM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:4

THIS EXTENSION TO THE 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 North Brevard County Hospital District, dba Parrish Medical Center, a public not for profit organized under the Laws of Florida, hereinafter referred to as "Hospital."

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 Hospital has incurred costs in responding to the COVID-19 pandemic and/or experience financial losses as a result of the pandemic and wishes to provide financial assistance to the Hospital, in compliance with the CARES Act (including the Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein;

WHEREAS, on May 5, 2020, the Board of County Commissioners authorized CARES funds to be used for expenditures for COVID-19 testing and antibody testing;

WHEREAS, on November 5, 2020, the Board of County Commissioners, at a CARES funding Workshop, authorized a \$5 Million allocation in CARES funds to each commissioner to spend within the county, subject to the expenditure of the funds being COVID-19 related, vetted by the County designated consultant and being considered low risk for the federal government disallowing the expenditure;

WHEREAS, the District 1 commissioner has stated she wishes to designate the \$5 Million allocation to District 1 be used to reimburse Parrish Medical Center for CARES eligible expenses as further provided herein;

WHEREAS, on November 5, 2020 the Board of County Commissioners authorized the County Manager to execute grant agreements with CARES fund recipients receiving \$50,000 or more in CARES Act funding, to include audit and claw back provisions that any expenditure found to be not in accordance with the Federal or Treasury guidelines, that the sub-recipient be required to reimburse the County;

WHEREAS, the United States Congress has extended the time by which the County must expend CARES funds allocated to the County from December 30, 2020 to December 31, 2021;

WHEREAS, on January 26, 2021 the Board of County Commissioners authorized an extension of time for the Hospital to complete the work for which the County allocated CARES funding to the Hospital and authorized the County Manager to execute such extension;

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

NOW THEREFORE, the County and the Hospital 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, EXTENSION.

Section 3(c) of the Interlocal Agreement is amended as follows:

“(c) were or will be incurred during the period that began on March 1, 2020, and ends on December 31, 2021.

All work for which the Hospital requests reimbursement from the County under this Interlocal Agreement, as extended, must be completed by December 31, 2021.”

SECTION 4. PRIOR AGREEMENT TERMS.

Except as amended herein, all other terms of the Interlocal Agreement remain in full force and effect.

SECTION 5. RECORDING.

Upon execution of this Extension to the Interlocal 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 copy of the Extension to the Interlocal Agreement to the Hospital representative listed in Section 10 of the original Agreement.

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

**NORTH BREVARD COUNTY HOSPITAL
DISTRICT, dba PARRISH MEDICAL
CENTER**



George Mikitarian, President/CEO

Printed name of authorized officer, title

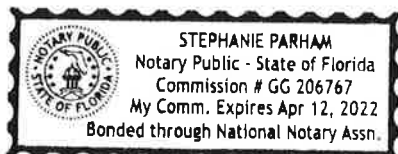
Date of execution: 4/7/21

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of April, 2021, by George Mikitarian, who is personally known to me or who has produced _____ as identification.

Type of Identification

[Notary Seal]


Notary Public

Stephanie Parham
Name typed, printed or stamped
My Commission Expires: April 12, 2022

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Frank Abbate

Frank Abbate, County Manager

Approved as to legal form and content:

Shannon L. Wilson, 4/12/21

Attorney for the County

As approved by the Board on: 01/26/21

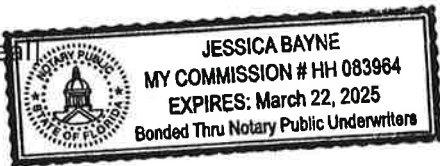
Date of execution: 04/14/21

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of April, 2021, by Frank Abbate, County Manager, who is personally known to me or who has produced _____ as identification.

Type of Identification

[Notary Seal]



Jessica Bayne

Notary Public

Jessica Bayne

Name typed, printed or stamped

My Commission Expires: 03/22/25