MEMORANDUM OF AGREEMENT
FOR CARES ACT REIMBURSEMENTS
BETWEEN MARTIN COUNTY AND THE CITY OF STUART

This Memorandum of Agreement (the "Agreement") is made and entered into by Martin County, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the City of Stuart (hereinafter referred to as the "Recipient").

WHEREAS, the County has entered into a CARES Act Funding Agreement with the State of Florida, Division of Emergency Management to receive funding from the Coronavirus Relief Fund pursuant to the CARES Act section 601(d) of the Social Security Act;

WHEREAS, the County desires to collaborate with the City of Stuart for the purpose of allocating subawards from the funds allocated under the Coronavirus Relief Fund; and

WHEREAS, the City of Stuart is required to strictly comply with the eligibility and reimbursement requirements for use of the Coronavirus Relief Act funds.

NOW, THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

1. **PURPOSE**. The purpose of this Agreement is to provide for cooperation and coordination between the parties in carrying out the responsibilities to receive and allocate funding from the Coronavirus Relief Fund.

2. **TERM OF AGREEMENT.** This Agreement is from March 1, 2020 and shall end on December 30, 2020 unless terminated earlier pursuant to this Agreement.

3. **FUNDING**.

a. The County was awarded funds from the Coronavirus Relief Fund pursuant to the CARES Act section 601(d) of the Social Security Act. As a condition of the receipt of such funds, the County entered into a CARES Act Funding Agreement with the State of Florida, Division of Emergency Management ("CARES Act Funding Agreement"), which is attached and incorporated into this Agreement as Exhibit 1.

b. The County received an initial disbursement of 25% of the total amount allocated to the County. Any additional amounts received will be distributed on a reimbursement basis in accordance with the CARES Act Funding Agreement.

c. Payments/Reimbursements under this Agreement may only be used to cover expenses that:

i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

ii. were not accounted for in the most recently approved budget of the Recipient as of March 27, 2020; and

iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Recipient must qualify as a

necessary expenditure incurred due to the public health emergency and meet the criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Department of Treasury if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.

d. Examples of Eligible Expenses include, but are not limited to:

i. Medical Expenses
ii. Public Health Expenses
iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
vi. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.
vii. Any other requirements provided in the CARES Act Funding Agreement between the County and the State of Florida, Division of Emergency Management.

e. Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

4. **CONDITIONS FOR RECEIVING FUNDING.** In order to receive funding under the terms of this Agreement, the Recipient must strictly adhere to the following conditions.

a. Recipient acknowledges it has thoroughly reviewed and understands the terms and conditions of the CARES Act Funding Agreement between the County and the State of Florida, Division of Emergency Management and agrees to strictly abide by the terms and conditions of the CARES Act Funding Agreement.

b. Recipient must complete a CARES Act Funding Reimbursement Form, attached as Exhibit 2 ("Reimbursement Form"), and provide all documentation and information necessary to justify and support the payment request, including any additional documentation requested by the County.

c. Recipient must provide a CARES Act Coronavirus Relief Fund Recipient Reimbursement Certification with each Reimbursement Form submitted signed by the official who has the legal authority to bind the Recipient attesting to the accuracy of the of the Reimbursement Form and its attachments. A copy of the required CARES Act Reimbursement Certification is attached as Exhibit 3.

d. Recipient must provide a CARES Act Coronavirus Relief Fund Certification Regarding Lobbying signed by the official who has the legal authority to bind the Recipient. A copy of the Certification Regarding Lobbying is attached as Exhibit 4.

5. **REIMBURSEMENT OF RECIPIENT'S ELIGIBLE EXPENSES**.

a. The County agrees to process requests for reimbursement for all eligible expenses provided all Conditions for Receiving Funding in paragraph 4 above are strictly met.

b. Upon the completion of all of the requirements in paragraph 4 and the County's receipt of the documents in sections 4(b) through (d) ("CARES Act Reimbursement Documentation"), the County shall have 30 days to review such documentation for expense eligibility. Reimbursement of eligible expenses shall be contingent upon the County's review of documentation submitted by the Recipient and determination that the requested expenses are eligible for reimbursement under the terms of the CARES Act Funding Agreement and this Agreement.

c. Upon the determination of eligibility by the County, the County will submit the request for reimbursement to the State of Florida, Division of Emergency Management.

d. Recipient will receive reimbursement under this Agreement within 30 days of the County's receipt of the requested funds from the State of Florida.

e. The County's determination that the requested expenses are eligible for reimbursement and/or payment to Recipient in no way guarantees that the State of Florida, Division of Emergency Management or the Federal government will determine such expenses are eligible. If the State of Florida, Division of Emergency Management or the Federal government determine any expenses are ineligible after the County has reimbursed the Recipient, the Recipient agrees to promptly repay the County of all funds deemed ineligible within 30 days notification of ineligibility to Recipient.

6. **MANDATED CONDITIONS AND OTHER LAWS**. Recipient acknowledges that the use of the funds received under this Agreement are subject to strict compliance with the terms and conditions of the CARES Act Funding Agreement. In accordance with the CARES Act Funding Agreement, Recipient agrees to comply with the following provisions of that Agreement as if it were a party to that Agreement:

a. Paragraph 20, Mandated Conditions and Other Laws.
b. Paragraph 21, Lobbying Prohibition
c. Paragraph 24, Equal Opportunity Employment
d. Paragraph 25, Copeland Anti-Kickback Act
e. Paragraph 26, Contract Work Hours and Safety Standards
f. Paragraph 27, Clear Air Act and Federal Water Pollution Act
g. Paragraph 28, Suspension and Debarment
h. Paragraph 29, Byrd Anti-Lobbying Amendment

i. Paragraph 30, Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

7. **NOTICE.** The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below for resolution or action:

For the County:

George Stokus
Assistant County Administrator
2401 SE Monterey Road
Stuart, FL 34996
(772) 221-2352
gstokus@martin.fl.us

For the City of Stuart:

David Dyess
City Manager
121 SW Flagler Avenue
Stuart, FL 34994
(772) 288-5312
ddyess@ci.stuart.fl.us

8. **APPROPRIATIONS**. The County's performance under this Agreement is contingent upon the availability of funding under the CARES Act and does not obligate future appropriation for the obligations created under this Agreement.

9. **RECORDS**. The Recipient shall maintain adequate records to justify all charges, expenses and costs incurred pursuant to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State.

Both parties to this Agreement are required to comply with all Florida's Public Records laws and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

10. **AUDIT**.

a. In accordance with the receipt and expenditure of funds under this Agreement, Recipient must follow Generally Accepted Accounting Principles as defined in 2 C.F.R. §200.49.

b. As a condition of receiving funds under this Agreement, the County, the State of Florida Division of Emergency Management, the Florida Auditor General or any authorized representative, shall enjoy the right to access to any documents, financial statements, papers or other records of the Recipient which are pertinent to this Agreement in order to make audits, examinations, excerpts and transcripts. The right to access also

includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents.

c. If an audit shows all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, Recipient will be liable for reimbursement to the County of all funds not spent in accordance with this Agreement within 30 days after notification of such non-compliance.

11. **TERMINATION OF AGREEMENT**. The parties may terminate this Agreement at any time upon 30 days written notice.

12. **LIABILITY**. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties.

13. **GOVERNING LAW AND VENUE**. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida. Venue for any legal action by a party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Martin County, Florida.

14. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY FOR ANY LITIGATION BASED HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

15. **SEVERABILITY**. The invalidity or unenforceability of any provision of clause in this Agreement shall not affect the validity or enforceability of any other clause or provision.

16. **DISPUTE RESOLUTION.** Disputes under this Agreement may be resolved by the County's Authorized Representative and the Recipient's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, prior to initiating any lawsuit or proceeding, the parties must select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

17. **AUTHORIZATION**. Recipient certifies that it has the legal authority to receive funds under this Agreement and its governing body has authorized the execution and acceptance of this Agreement. The undersigned also certifies that it has the authority to execute and bind the Recipient.

18. **ATTACHMENTS**

a. Exhibit 1: CARES Act Funding Agreement Between Martin County and State of Florida, Division of Emergency Management
b. Exhibit 2: CARES Act Funding Reimbursement Form

c. Exhibit 3: CARES Act Reimbursement Certification
d. Exhibit 4: Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

MARTIN COUNTY,

By: _____
Taryn Kryzda,
County Administrator

_____
Date

CITY OF STUART,

By: _____
David Dyess, City Manager

_____
Date