
INTERLOCAL AGREEMENT

regarding

CARES ACT FUNDING

**FLORIDA DEPARTMENT OF HEALTH,
MANATEE COUNTY HEALTH DEPARTMENT**

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the day of_, 2020, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the Florida Department of Health, Manatee County Health Department, a State Agency, created and existing under the laws of the State of Florida, hereinafter referred to as the “Agency”.

RECITALS

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order No. 20-52 in which the Governor declared that a State of Emergency exists in the State of Florida due to the COVID-19 pandemic; and

WHEREAS, on March 16, 2020, the Board of County Commissioners of Manatee County (“Board”) adopted Resolution No. R-20-098, declaring a County-wide Public Health Emergency pursuant to Section 2-13-17 of the Manatee County Code of Ordinances due to the COVID-19 pandemic; and

WHEREAS, on March 27, 2020, Congress passed, and the President signed the “Coronavirus Aid, Relief, and Economic Security Act” (“CARES Act”); and

WHEREAS, on April 22, 2020, the U.S. Treasury Department issued Guidance (“Treasury Guidance”) for State, Territorial, Local, and Tribal Governments relating to payments made available under the CARES Act; and

WHEREAS, the Federal CARES Act, section 601(d) of the U.S. Social Security Act, created the Coronavirus Relief Fund and provided Florida with \$8,328,221,072, 55% of which was allocated to the State of Florida and 45% of which was allocated to counties, including \$17,500,000 (with an expected \$52,500,000 to follow) that has been allocated to the County pursuant to a CARES Act Funding Agreement (“Funding Agreement”) between the County and the Florida Division of Emergency Management (“Division”); and

WHEREAS, pursuant to the Funding Agreement, CARES Act funds allocated to the

County may be used for, among other things, expenditures incurred to allow government entities such as the Agency to respond directly to the emergency, so long as funds are not used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the CARES Act; and

WHEREAS, Agency is currently providing services and emergency response for COVID-19 in Manatee County and can quickly implement additional services and emergency response; and County wishes to provide Agency with CARES Act funds to be used in accordance with the CARES Act, the Funding Agreement and Treasury Guidance, to fund the eligible expenditures incurred by the Agency more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Expenditures"); and

WHEREAS, Section 163.01, *Florida Statutes*, the "Florida Interlocal Cooperation Act", permits the County and any public agency to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the Agency wish to enter this Interlocal Agreement to establish their mutual rights and obligations with respect to joint participation in the funding of the Expenditures with CARES Act revenues received by the County pursuant to the Funding Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the Agency agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II
COUNTY CONTRIBUTION TOWARD PROJECT
FUNDING

21 Eligible Expenditures. The Agency has identified the Expenditures as expenses which have been incurred due to COVID 19 that qualify in accordance with the CARES Act, the Treasury Guidance and the Funding agreement. Expenditures may include expenses incurred prior to the effective date of this Interlocal Agreement so long as they are otherwise eligible for CARES Act funding and comply with Section 2.3, hereof.

22 County Contribution Toward Funding. The County shall reimburse the Agency for actual costs incurred to pay Expenditures as permitted under the allocation for Public Safety and Health of the CARES ACT funding and can be amended by County Administrator based upon unexpected needs.

23 Invoice and Payment. The County shall reimburse the Agency for Expenditures described in Section 2.2, within sixty (60) days of receipt of an application for payment that meets the requirements of this Section. The Agency applications for payment shall be submitted as written requests to the County Administrator and shall:

- (i) identify all Expenditures funded by the Agency in accordance with the following requirements:
 - (1) only necessary Expenditures incurred by the Agency due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) shall be included;
 - (2) Expenditures shall not have been accounted for in the Agency budget most recently approved as of March 27, 2020; and
 - (3) Expenditures shall have been incurred by the Agency during the period that begins on March 1, 2020 and ends on December 30, 2020;
- (ii) demonstrate that all Expenditures reflect eligibility as defined within the Funding Agreement and the Treasury Guidance; and
- (iii) include detailed invoices (indicated as paid with reference to date of payment and check number), copies of cancelled checks (front & back) and a completed W-9, and any other documentation acceptable to the County reasonably necessary to identify the Expenditures incurred and funded by the Agency.

The Agency shall apportion reimbursable costs on a submission schedule beginning on August 11, 2020 and shall submit applications for payment no more frequently than once every week.

24 Use of County Payments. The Agency shall use the funds paid by the County to the Agency hereunder solely for the purpose of reimbursement for Expenditures as provided herein.

25 Reimbursement to County for Ineligible Expenditures. In the event that the State of Florida or the United States, or any department or agency thereof, determines that any Expenditure funded pursuant to this Agreement is ineligible for such funding for any reason, the Agency shall reimburse to the County one hundred percent (100%) of such

Expenditure. Once notified by the County of such a determination of ineligibility, the Agency shall pay such reimbursement to the County within thirty (30) days. The obligation of the Agency pursuant to this Section shall survive the termination of this Interlocal Agreement.

2.6. Records and Accounting. The Agency shall maintain records of the receipt and use of CARES Act funds in accordance with general accepted governmental accounting principles, and shall allow access to such records by the County, the Clerk to the Board of County Commissioners and their independent auditors, for purposes of verifying the legal use of CARES Act funds.

Article III ***TERM AND TERMINATION.***

3.1 Effective Date. This Interlocal Agreement shall take effect as of its date set forth above.

3.2 Termination. Unless terminated for cause in accordance with applicable law, this Interlocal Agreement shall terminate on September 30, 2021.

Article IV ***AMENDMENTS; ENFORCEMENT***

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the Agency by Florida Department of Health, Manatee County Health Department, and only if properly executed by all the parties hereto.

4.2. Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V ***MISCELLANEOUS PROVISIONS***

51 Validity. After consultation with their respective legal counsel, the County and the Agency each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The Agency and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, or in the case of the Agency, by its duly authorized officer, and (ii) that

this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

52 No General Obligation; Availability of Funds.

A. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the Agency, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

B. The County intends to fund the reimbursements to be made hereunder with legally available CARES Act funds. The obligations of the County to reimburse the Agency for Reimbursable Costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds, including without limitation CARES Act funds, as well as other revenues, in amounts sufficient to fund the reimbursements described in Article II, hereof. To the extent of any conflict between this subsection and any other provision of this Interlocal Agreement, this subsection shall control.

53 Indemnification. To the extent permitted by law, including without limitation Section 768.28, Florida Statutes and the dollar limitations set forth therein, and from legally available funds, each of the parties hereto shall be for its own negligent acts or omissions or intentional tortuous acts or noncompliance and agrees to be liable to the limits sets forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed to be a waiver of sovereign immunity by a party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement.

54 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

55 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Agency: Florida Department of Health, Manatee County Health Department
410 6th Ave E,
Bradenton, FL 34208

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

*[signature page to
follow]*

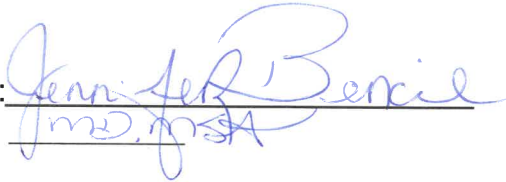
WHEREFORE, the County and the Agency have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator

**Florida Department of Health, Manatee
County Health Department, By:
Administrator**

By: 

ATTEST: _____, Clerk

EXHIBIT "A"
to
Interlocal Agreement
Description of Expenditures

**All expenditures must qualify under
the CARES Act Grant Agreement
Number: Y2264**