

## **SANTA ROSA COUNTY CARES ACT- EDUCATION PROGRAM FUNDING CONTRACT**

**THIS CONTRACT** (the "Contract"), entered into and effective as of \_\_\_\_\_, 2020 (the "Effective Date"), is by and between Santa Rosa County, Florida (the "County") and \_\_\_\_\_ (the "District").

### **Recitals**

**WHEREAS**, the County administers this Education Program (the "Program"), pursuant to the CARES Act Funding Agreement entered into on June 29, 2020 by and between the State of Florida, Division of Emergency Management and the County (the "Agreement"); and

**WHEREAS**, the District seeks approval from the County for funding for eligible expenditures under the Program; and

**WHEREAS**, the County and the District hereby acknowledge and agree that the Program is governed by the following:

- A. The CARES Act, section 601(d) of the Social Security Act (the "CARES Act"), created the Coronavirus Relief Fund ("CRF") and provided the State of Florida ("State") with \$8,328,221,072; 55% of which was allocated to the State and 45% was allocated to counties.
- B. The United States Department of the Treasury ("Treasury Department") disbursed \$2,472,413,692 of these funds directly to counties in the State with a population in excess of 500,000.
- C. A remaining balance of \$1,275,285,790 was reverted to the State from the local government allocation, for the State to disburse to counties with populations less than 500,000, and, as a result, the County received an allocated amount of the CRF disbursement pursuant to the Agreement.
- D. In efforts to respond to the public health emergency caused by COVID-19 and in accordance with the Cares Act and the Agreement, the County has determined it is necessary and in the best interest of its residents, including the students, faculty and staff of the District, to create the Program to utilize a portion of the CRF it received to provide the District with funding for the purchase of eligible equipment and/or services to promote personal protection, social distancing and virtual learning.
- E. The District represents that it is fully qualified and eligible to receive funding from the Program, as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree to the following:

## **Obligations**

**Section 1. Eligibility.** (a) The District hereby certifies that any expenditure request it submits to the County for funding under the Program complies with the eligibility requirements of this Section 1 and is in compliance with the Program governance contained in the Recitals herein. Accordingly, the Program's eligibility criteria require that the funding be only used to cover expenditures 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 budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- iii. are incurred during the period beginning on March 1, 2020 and ending on December 30, 2020.

(b) No expenditure request that would be deemed ineligible based on the criteria of the CARES Act, the Agreement or any CRF guidance issued by the Treasury Department or other applicable Federal agency shall be eligible for funding under the Program.

(c) If the District is provided funds under the Program for asset purchases and the District disposes of the related assets prior to December 30, 2020, then the proceeds of such disposition shall only be used in accordance with the eligible expenditures of the Program, pursuant to the CARES Act, the Agreement and the Treasury Department CRF guidance.

(d) The County has no obligation to provide funds to the District pursuant to the Program regardless of whether any expenditure request meets the eligibility requirements. The provision of funds to the District pursuant to the Program is at the sole discretion of the County.

**Section 2. Procedure.** (a) Upon the Effective Date through December 30, 2020, unless this Contract earlier terminated at the discretion of the County, the District may submit specific expenditure requests to the County for the County's review and sole determination as to whether such requests are eligible under the Program.

(b) The District shall submit all such expenditure requests on the standard form attached hereto as **Attachment A**. In the event of a conflict between the terms and conditions of the expenditure request and this Contract, this Contract shall govern.

(c) Upon review of an expenditure request, the County shall provide the District with a written determination of eligibility ("Eligibility Determination") or ineligibility. Should the County determine the District's request as eligible for funding under the Program, the County shall disburse the requisite funds to the District and the District shall immediately apply or utilize such funds only in accordance with the County's Eligibility Determination, which shall be based on the District's expenditure request.

(d) Upon the District's receipt of the funds under the Program and the expenditure and delivery of the same, as provided in this Section 2, the District shall, within five (5) business days, provide the County with copies of receipts and related documentation to verify that the funds were applied in accordance with the requisite Eligibility Determination. The District's failure to timely provide the County with a copy of the final receipts and related documentation to verify that the funds were applied in accordance with the requisite Eligibility Determination will result in recoupment proceedings under Section 3 herein.

**Section 3. Recoupment.** The provision of funds under the Program to the District will only be made for expenditure requests that the County, in its discretion, provisionally determines are eligible under the Program, in accordance with the CARES Act, the Agreement and applicable CRF guidance issued by the Treasury Department or other applicable Federal agency. However, the County's provisional determination that an expenditure request is eligible does not relieve the District of its duty to repay the County for any disbursed funds that are later determined by the County, the State or the Federal government to be ineligible. **Consequently, by accepting funds from the County's Program, as provided herein, the District is certifying that it will, upon request, return to the County the full amount of any disbursed funds found to be inconsistent with the provisions herein, the CARES Act, the Agreement or any CRF guidance issued by the Treasury Department or other applicable Federal agency.**

**Section 4. Records.** For a period of five (5) years, the District shall generate, maintain and provide all records as required by applicable law, including those records required by the County to satisfy the County's records, audit and reporting obligations imposed on it under the Agreement. All documents submitted or generated by the District relating to its submission of expenditure requests under the Program are subject to the State of Florida's Government in Sunshine Law (Section 286.011, Florida Statutes) and the County's Public Records Law, which is attached hereto as **Attachment B**.

**Section 5. Monitoring.** The County shall monitor the disbursement of funds to the District under the Program. Such monitoring procedures may include, but not be limited to, on-site visits by County staff or any of their authorized representatives, who shall enjoy the right of access to any documents, financial statements, papers, or other records of the District which are pertinent to the disbursement of funds under the Program to the District, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the District's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "District" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under the Program. The District agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County.

**Section 6. Audit.** In addition to the County's authority to audit the District in accordance with Section 5 above, the District hereby represents and understands that upon receiving funds from the Program, the District, if applicable, may be subject to 2 C.F.R. part 200, subpart F re: audit requirements and any other audit requirements under State law, including the requirements of the Agreement.

**Section 7. Laws, Rules and Regulations.** The County and the District shall be governed by all applicable State and Federal laws, rules and regulations, including but not limited to the CARES Act, the Agreement, State and Federal laws regarding procurement requirements, record retention, the Uniform Guidance, 2 C.F.R. Part 200 and the Treasury Department CRF guidance. Any express reference herein to a particular statute, rule or regulation in no way implies that no other statute, rule or regulation applies.

**Section 8. Assignment.** The District shall not assign this Contract, or any portion hereof or any funds provided under this Contract, and shall not delegate any duties under this Contract, without the prior written consent of the County.

**Section 9. Amendments.** Any amendments to this Contract will be effective only if in writing and signed by an authorized signatory of the District and the County.

**Section 10. Notices.** With the exception of submitting an expenditure request and supporting documentation, the form of which is attached hereto as Attachment A, all other notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the parties at the addresses as follows:

To District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To County:

County Administrator  
6495 Caroline Street,  
Suite D  
Milton, FL 32570.  
[county-admin@santarosa.fl.gov](mailto:county-admin@santarosa.fl.gov)

With a copy to:  
County Attorney  
6495 Caroline Street,  
Suite C  
Milton, FL 32570.

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above but shall be effective only upon actual receipt.

**Section 11. Counterparts.** This Agreement may be executed in exact counterparts and when so executed by the parties hereto shall be effective in accordance with the terms hereof.

**Section 12. Attorneys' Fees.** If a legal action is filed to enforce any provisions hereof or to terminate this Agreement, the District, if found and determined in said legal action or appeal thereof to have violated the provisions hereof, shall pay all reasonable costs, fees, expenses and charges incurred in said proceedings, including costs incurred for any appeals. The provisions of this section shall be deemed continuing and shall survive any termination or expiration of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

For District:

For County:

[school district]

Santa Rosa County, Florida

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
W.D. "Don" Salter, Chairman of the Board of  
County Commissioners

\_\_\_\_\_  
Title:

(SEAL)

(SEAL)

ATTEST:

ATTEST:

By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Donald C. Spencer, Clerk of Court

\_\_\_\_\_

**ATTACHMENT A**

**FORM OF EXPENDITURE REQUEST**

## **ATTACHMENT B**

### **PUBLIC RECORDS:**

**IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE PROGRAM, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (850)983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 Caroline Street, Suite C, Milton, Florida 32570.**

(A) The Entity shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the applicable Program period and following completion of the Program does not transfer the records to the public agency.
4. Upon reimbursement under the Program, transfer, at no cost, to the public agency all public records in possession of the Entity related to the Program or keep and maintain public records required by the public agency to perform the service. If the Entity transfers all public records to the public agency upon reimbursement under the Program, the Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Entity is required to keep and maintain public records upon reimbursement under the Program, the Entity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**(B)** Request for records; noncompliance.



1. A request to inspect or copy public records relating to the Program must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Entity of the request, and the Entity must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
2. If the Entity does not comply with the public agency's request for records, the public agency shall enforce the Terms and Conditions.
3. Should the Entity fail to provide the public records to the public agency within a reasonable time, the Entity may be subject to penalties under [s. 119.10](#).