

# **Exhibit A**

**CARES ACT FUNDING AGREEMENT  
BETWEEN  
PINELLAS COUNTY  
AND THE TOWN OF BELLEAIR**

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BETWEEN  
PINELLAS COUNTY  
AND THE TOWN OF BELLEAIR**

**THIS AGREEMENT** is entered into by Pinellas County, a political subdivision of the State of Florida, (hereinafter referred to as the "County" or "Recipient), and the Town of Belleair, (hereinafter referred to as the "City" or "Subrecipient"). The purpose of this agreement is to set forth the terms and conditions under which the County will provide Belleair with up to \$51,308.00 as a grant to pay or reimburse necessary expenditures incurred due to the COVID-19 emergency for the period of March 1, 2020 through December 30, 2020. Grant funds may only be used to pay or reimburse eligible expenditures as described herein. No grant funds may be used to pay or reimburse costs reimbursed under other federal programs.

The Grant Funds provided herein are an allocation of the coronavirus relief fund, as created in section 5001 of H. R. 748, of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Recipient agrees to administer the grant proceeds consistent with this Agreement, in accordance with the applicable provisions of the CARES Act, any future applicable guidance issued by the U. S. Department of Treasury and any other applicable federal provisions. Recipient shall provide the County with certification (Attachment A) that grant funds were used for eligible expenses.

**WITNESSETH:**

This agreement is entered based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The County has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The County has statutory authority to disburse the funds under this Agreement; and
- D. The CARES Act, Section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided the County with Coronavirus Relief Funds (CFDA 21.019).

Therefore, the County and the Subrecipient agree to the following:

**(1) Specific Grant Information.**

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein: Attachment A, "CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION".

2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about the Grant be included in this Agreement. Such information, consistent with the accordant subsections under 2 C.F.R. § 200.331(a)(1), follows:

- (i) Subrecipient's name:
- (ii) Subrecipient's Unique Entity Identifier or Data Universal Numbering System (DUNS) number:
- (iii) Federal Award Identification Number: **Direct payment from the Department of the Treasury ('Treasury') pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).**
- (iv) Federal Award Date: **March 27, 2020**
- (v) Subaward Period of Performance Start and End Date: **Upon Execution to 12/30/2020:**
- (vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient:
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:
- (viii) Total Amount of the Federal Award: **\$170,100,000.00 Total**
- (ix) Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act: **CARES Act- Coronavirus Relief Fund (CARES Act)**
- (x) Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official of the Pass-Through Entity:
  - Federal Awarding Agency: **United States Department of Treasury**
  - Pass-Through Entity: **Pinellas County, Florida**
  - Contact Information for Awarding Official of the Pass-Through Entity:  
**Aubrey Phillips,**  
**Pinellas County Office of Management & Budget**  
**14 S. Ft. Harrison Ave., 5<sup>th</sup> Floor**  
**Clearwater, FL 33756**
- (xi) CFDA Number and Name; the Pass-Through Entity Must Identify the Dollar Amount Made Available Under Each Federal Award and the CFDA Number at Time of Disbursement:
  - CFDA Number (at time of disbursement): **21.019**
  - CFDA Name: **Coronavirus Relief Fund (CRF)**
  - Total Dollar Amount Available Under this Federal Award:  
**\$170,129,283.40 total**
- (xii) Identification of Whether the Award is R&D: **Award is not R&D.**
- (xiii) Indirect Cost Rate for **AGENCY** portion of the Federal Award: **Not applicable to this agreement**

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. To the extent required by the U.S. Treasury, performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”
- b. The Subrecipient and the County will be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

- a. The County’s Program Manager will be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the County’s liaison with the Subrecipient. As part of his/her duties, the Program Manager for the County will monitor and document Subrecipient performance.

- b. The County’s Program Manager for this Agreement is:

Name: Aubrey Phillips  
Department: Office of Management and Budget  
Address: 14 S. Ft. Harrison Ave.  
Telephone: 727-464-3678  
Email: [aphillips@pinellascounty.org](mailto:aphillips@pinellascounty.org)

- c. The name and address of the representative of the Subrecipient responsible for the administration of this Agreement is:

Name:  
Department:  
Address:  
Telephone:  
Email:

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, address, telephone, and email of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

This Agreement may be modified upon mutual agreement and in writing.

(7) PERIOD OF AGREEMENT

This Agreement shall be effective from \_\_\_\_\_ (**final execution date**) and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. The Subrecipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period from **March 1, 2020** and shall end on **December 30, 2020**.

(8) FUNDING

- a. The County's performance and obligation to pay under this Agreement is contingent upon funding from the United States Treasury under the CARES Act.

Except as further limited below, Subrecipient may only use payments for any expenses eligible under Section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance, as supplemented by answers to frequently asked questions. Payments are not required to be used as the source of funding of last resort.

- b. For the purposes of this Agreement, the term "improper payment" means or includes, any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- c. The City is responsible for the repayment of funds to the County for expenditures that the County or the Federal government determines are ineligible under the CARES Act, or if any funds were used in a manner that is not consistent or allowable per this agreement. The County's determination will be guided by applicable guidance issued by the U.S. Treasury as those may be updated or amended from time to time. This includes situations where the County or the Federal government determines City provided funds to the same applicant to whom the County already provided funds for the same purpose (a "Duplicate Payment").
- d. The CARES Act requires that the payments from the Coronavirus Relief Fund 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 budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the City; and
  - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to

recoupment by the Treasury Department if the funds have not been used in a manner consistent with Section 601(d) of the Social Security Act.

- e. Payment(s) will be based on 12.5% of actual expenses submitted to the County for the reporting period, to be verified by the County's consultant as listed to be eligible in the March 19, 2020 FEMA Fact Sheet Coronavirus (COVID-19) Pandemic: Eligible Emergency Protective Measures (Attachment C) and accepted by the County as eligible costs under the CARES Act. Additional payment provisions can be found in Section (18) PAYMENTS.

(9) RECORDS

- a. As a condition of receiving County or federal financial assistance, the County or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient 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 the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Additionally, the City shall retain all documents and financial records sufficient to establish compliance with the CARES Act for a period of six (6) years after final payment is made.
- d. Florida's Public Records Law provides a right to access the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, PURCHASING AND RISK MANAGEMENT DIVISION, OPERATIONS MANAGER CUSTODIAN OF PUBLIC RECORDS AT 727-464-3311, PURCHASE@PINELLASCOUNTY.ORG, PINELLAS COUNTY GOVERNMENT, PURCHASING AND RISK MANAGEMENT DEPARTMENT, OPERATIONS

MANAGER, 400 S. FT. HARRISON AVE, 6TH FLOOR, CLEARWATER, FL 33756.

(10) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. § 200.49, “GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”
- b. When conducting an audit of the Subrecipient’s performance under this Agreement, the City must use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. § 200.50, “GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of, and in compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations, Treasury Guidance as it may be amended from time to time and supplemented by answers to frequently asked questions, and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in Section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under Chapter 473.” The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the County no later than nine months from the end of the Subrecipient’s fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

Department: Office of Management and Budget  
Address: 14 S. Ft. Harrison Ave, Clearwater, FL 33756  
Email: [caresforcities@pinellascounty.org](mailto:caresforcities@pinellascounty.org)

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11) REPORTS

- a. The Subrecipient must provide the County with a close-out report upon request by the County. This report must include the status of the expenditure of funds under this Agreement, in addition to any other information requested by the County, which assists the County to comply with its CARES Act reporting obligations.

- b. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- c. If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, the County may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES.
- d. The Subrecipient must provide additional program updates or information that may be required by the County.
- e. The Subrecipient must promptly provide any and all reports, expenses, or information requested by the County to enable the County to comply with its current and subsequently imposed reporting and record retention obligations
- f. The City with an allocation of \$50,000.00 or more must register with SAM.gov prior to September 1, 2020; this will enable detailed City data to be imported by the City into the Federal Government's portal expected to be established September 1, 2020. To register, go to SAM.gov and enter the required information.

(12) MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but are not limited to, on-site visits by County staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, review, investigations, or audits deemed necessary by the County. In addition, the County will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will 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 this Agreement.

(14) CONFLICT OF INTEREST

- a. Recipient designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to this grant during his or her tenure, or who is in a position to participate

in a decision making process or gain inside information with regard to any program, are barred from any interest, direct or indirect, in any grant or proceeds of any program, or benefit there from, which is a part of this Agreement at any time during or after such person's tenure.

(15) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of funds will, if the County elects, terminate and the County has the option to exercise any of its remedies set forth in Paragraph (16) REMEDIES. However, the County may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement with the County is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement with the County and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the County;
- d. If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information; or
- e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the County may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- e. Exercise any corrective or remedial actions, to include but not limited to:
  - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

- iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question, and
  - iv. require the Subrecipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Subrecipient.

(17) TERMINATION

- a. The County may terminate this Agreement for cause upon notice in writing to the City. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Florida Statute Chapter 119, as amended.
- b. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- c. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the County because of any breach of this Agreement by the Subrecipient. The County may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the County from the Subrecipient is determined.

(18) PAYMENTS

- a. The County agrees to pay the City the not-to-exceed sum of \$51,308.00, as determined by the City's reimbursement allocation which is based on City population estimates as of July 1, 2019, to be disbursed on a reimbursement basis for up to 12.5% of actual expenses submitted to the County for the reporting period, to be verified by the County's consultant as listed to be eligible in the March 19, 2020 FEMA Fact Sheet Coronavirus (COVID-19) Pandemic: Eligible Emergency Protective Measures (Attachment C) and accepted by the County as eligible costs under the CARES Act.
- b. The City will submit a FEMA Cost Summary Form (Attachment B) for the actual costs for the period covered from March 1, 2020 to September 14, 2020 not later than October 15, 2020.

- c. A second FEMA Cost Summary Form to cover the period from September 15, 2020 to December 30, 2020 will be due not later than January 30<sup>th</sup>, 2021.
- d. No later than January 30<sup>th</sup>, 2021, the City will submit to the County documentation to support eligible expenditures incurred under this agreement. Documentation will include but is not limited to: invoices, proof of payment, employee time record and costs, and other documentation required by the County
- e. Any additional payments approved by the County to the City will be made by an Amendment to this document.

(19) REPAYMENTS

- a. The City shall return to the County any funds that have not been used in a manner consistent with this Agreement.
- b. All refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to the order of “Pinellas County Board of County Commissioners,” and mailed directly to the following address:

Department: Finance Division  
Address: P. O. Box 2438, Clearwater, FL 33757

- c. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the County for collection, Subrecipient shall pay the County a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the County and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the County from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Pinellas County, or the Federal Middle District Court, Tampa Division. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the County under the terms of this Agreement, and any right to audit or require repayment of funds, will survive the term of this Agreement.

- d. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- f. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- g. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with Section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the County.
- h. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida statutes.
- i. All expenditures of County or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of County funds.
- j. If the purchase of an asset was consistent with the limitations on the eligible use of funds provided by Section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds

would be subject to the restrictions on the eligible use of payments from the Fund provided by Section 601(d) of the Social Security Act or repayment to the County.

(21) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(22) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment A.

(23) INDEMNIFICATION; RECOUPMENT

Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Recipient, its directors, officers, employees, or agents, relating in any way to the Recipient's performance under the Agreement. These indemnification obligations shall survive the termination of the Agreement. Recipient further agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Recipient's failure, for any reason, to comply with the terms of this Agreement.

(24) PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall be physically amended to make such insertion or corrections.

**IN WITNESS WHEREOF**, the parties have caused their respective authorized representative to execute this Agreement effective as of the date first above written.

ATTEST:  
KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA, by and  
through its County Administrator

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Administrator

[SEAL]

APPROVED AS TO FORM

By: \_\_\_\_\_  
Office of the County Attorney

**IN WITNESS WHEREOF**, the parties have caused their respective authorized representative to execute this Agreement effective as of the date first above written.

ATTEST:

TOWN OF BELLEAIR

By: \_\_\_\_\_  
City Clerk

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

**Attachment A**

**CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION**

I \_\_\_\_\_, am the Authorized Agent of the Town of Belleair and I certify that:

1. I have the authority on behalf of the City to request these payments from Pinellas County (“County”) for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making these payments to the City.
3. I understand that as additional federal guidance becomes available, an amendment to the agreement between the County and the City may become necessary and agree to execute necessary amendments.
4. I acknowledge that the City should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, and the County, or designee.
6. I acknowledge that the City has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the City shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the City has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the County.
9. I acknowledge that the City’s proposed uses of the funds provided as payments from the County by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:
  - a. are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the City; and
  - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and
  - d. are not more than 12.5% of the actual expenses submitted to the County by the City for the reporting period as listed as eligible in the March 19, 2020 FEMA Fact Sheet Coronavirus (COVID-19) Pandemic: Eligible Emergency Protective Measures.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

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

Name and title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B**

## FEMA COST SUMMARY FORM

County of Pinellas, FL	
Survey of Municipality Actual FEMA Eligible COVID Expenditures	
Period from 3/1/20 through 9/14/20	
City Name	
Person Completing Form	
Email Address	
Phone Number	
<b>Item</b>	<b>Amount</b>
<b>§ Management, control and reduction of immediate threats to public health and safety:</b>	
a. Emergency Operation Center costs	
b. Training specific to the declared event	
c. Disinfection of eligible public facilities	
d. Technical assistance to state, tribal, territorial or local governments on emergency management and control of immediate threats to public health and safety	
<b>§ Emergency medical care:</b>	
a. Non-deferrable medical treatment of infected persons in a shelter or temporary medical facility	
b. Related medical facility services and supplies	
c. Temporary medical facilities and/or enhanced medical/hospital capacity (for treatment when existing facilities are reasonably forecasted to become overloaded in the near term and cannot accommodate the patient load or to quarantine potentially infected persons)	
d. Use of specialized medical equipment	
e. Medical waste disposal	
f. Emergency medical transport	
<b>§ Medical sheltering (e.g. when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs)</b>	
a. All sheltering must be conducted in accordance with standards and/or guidance approved by HHS/CDC and must be implemented in a manner that incorporates social distancing measures	

b. Non-congregate medical sheltering is subject to prior approval by FEMA and is limited to that which is reasonable and necessary to address the public health needs of the event, is pursuant to the direction of appropriate public health officials and does not extend beyond the duration of the Public Health Emergency	
§ Household pet sheltering and containment actions related to household pets in accordance with CDC guidelines	
§ Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective equipment and hazardous material suits	
§ Movement of supplies and persons	
§ Security and law enforcement	
§ Communications of general health and safety information to the public	
§ Search and rescue to locate and recover members of the population requiring assistance	
§ Reimbursement for state, tribe, territory and/or local government force account overtime costs	
§ Other (please explain):	
a.	
b.	
c.	
d.	
<b>Total</b>	

## Attachment C

### FACT SHEET

# Coronavirus (COVID-19) Pandemic: Eligible Emergency Protective Measures

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Consistent with the President's national emergency declaration for the coronavirus (COVID-19) pandemic on March 13, 2020, FEMA urges officials to, without delay, take appropriate actions that are necessary to protect public health and safety pursuant to public health guidance and conditions and capabilities in their jurisdictions. FEMA provides the following guidance on the types of emergency protective measures that may be eligible under FEMA's Public Assistance Program in accordance with the COVID-19 Emergency Declaration in order to ensure that resource constraints do not inhibit efforts to respond to this unprecedented disaster.

### FEMA Public Assistance Program

In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance program. *FEMA will not duplicate assistance provided by the [U.S. Department of Health and Human Services](#) (HHS), to include the [Centers for Disease Control and Prevention](#) (CDC), or other federal agencies.*

State, territorial, tribal, and local government entities and certain private non-profit organizations are eligible to apply for [Public Assistance](#). FEMA assistance will be provided at a 75 percent federal cost share. This assistance will require execution of a FEMA-State/Tribal/Territory Agreement, as appropriate, and execution of an applicable emergency plan. Local governments and other eligible PA applicants will apply through their respective state, tribal or territorial jurisdictions.

### Eligible Assistance

Under the COVID-19 Emergency Declaration described above, FEMA may provide assistance for emergency protective measures including, but not limited to, the following, if not funded by the HHS/CDC or other federal agency. *While some activities listed may be eligible for funding through HHS/CDC, final reimbursement determinations will be coordinated by HHS and FEMA. FEMA will not duplicate any assistance provided by HHS/CDC:*

- Management, control and reduction of immediate threats to public health and safety:
  - Emergency Operation Center costs



# FEMA

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- Training specific to the declared event
- Disinfection of eligible public facilities
- Technical assistance to state, tribal, territorial or local governments on emergency management and control of immediate threats to public health and safety
- Emergency medical care:
  - Non-deferrable medical treatment of infected persons in a shelter or temporary medical facility
  - Related medical facility services and supplies
  - Temporary medical facilities and/or enhanced medical/hospital capacity (for treatment when existing facilities are reasonably forecasted to become overloaded in the near term and cannot accommodate the patient load or to quarantine potentially infected persons)
  - Use of specialized medical equipment
  - Medical waste disposal
  - Emergency medical transport
- Medical sheltering (e.g. when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs)
  - All sheltering must be conducted in accordance with standards and/or guidance approved by HHS/CDC and must be implemented in a manner that incorporates social distancing measures
  - Non-congregate medical sheltering is subject to prior approval by FEMA and is limited to that which is reasonable and necessary to address the public health needs of the event, is pursuant to the direction of appropriate public health officials and does not extend beyond the duration of the Public Health Emergency
- Household pet sheltering and containment actions related to household pets in accordance with CDC guidelines
- Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective equipment and hazardous material suits
- Movement of supplies and persons
- Security and law enforcement
- Communications of general health and safety information to the public
- Search and rescue to locate and recover members of the population requiring assistance
- Reimbursement for state, tribe, territory and/or local government force account overtime costs

## More Information

Further information about eligible emergency protective measures can be found in the [Public Assistance Program and Policy Guide](#), FP 104-009-2 (April 2018).

For more information, visit the following federal government websites:

- [Coronavirus \(COVID-19\) \(CDC\)](#)
- [Centers for Medicare & Medicaid Services](#)