

# CONSTITUTIONAL OFFICER

## Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is entered into by and between Hernando County, a political subdivision of the State of Florida (the "County"), and Sally Daniel, in her Official Capacity as Tax Collector ("Constitutional Officer") of Hernando County ("Constitutional Office"), to authorize the County to provide, and the Constitutional Officer to accept, funds derived from the American Rescue Plan Act ("ARPA") to provide premium payments to the Constitutional Office's essential workers.

1. **Recognition of ARPA's Restrictions of Use of Funds.** The County and the Constitutional Officer hereby recognize that the ARPA-derived funds that are the subject of this Agreement were distributed by the Department of the Treasury pursuant to Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021). As such, the County and the Constitutional Officer acknowledge that their use of the funds must comply with all the laws and regulations pertaining to this funding as outlined in the United States Department of the Treasury, Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference.
2. **Reimbursement of Premium Payments.** The County will provide a reimbursement totaling the amount paid to the Constitutional Office's employees (employed as of May 24, 2022), including employer costs (FRS, Workers Comp, FICA, and Federal Tax), for a payment of \$2,000 per essential worker.
3. **Recordkeeping Requirements.** The Constitutional Officer will comply with the recordkeeping requirements set forth in 31 CFR Part 35, and will provide the County with detailed records, excluding protected information, on the template attached hereto as Exhibit "2." The Constitutional Office will provide all documentation that is necessary for the County to process any requests under the Federal funding. The Constitutional Office shall retain all applicable records for a period of at least five (5) years following the date on which the County fully expends its ARPA-derived funds. As the current expenditure period is through December 31, 2026, the Constitutional Officer is advised that the retention period extends to December 31, 2031.

Additionally, each party shall retain all records related to this Agreement and any Administrative Services funded hereunder in accordance with the State of

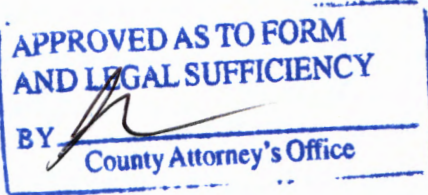
Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such record, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed. This section shall survive the expiration or termination of this Agreement.

4. Effective Date, Term. The effective date of this Agreement shall be the date of signature by the last party to sign this Agreement. The terms of this Agreement shall commence on the effective date and terminate on December 31, 2031.
5. Negotiations. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
6. Indemnification and Governmental Immunity. To the fullest extent permitted by law, the Constitutional Office shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from this Agreement or Constitutional Officer's performance under this agreement. It is specifically agreed by and between the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.
7. Possible Reimbursement of Federal Government. Notwithstanding anything set forth herein, if the Federal Government, including the Department of the Treasury, cancels any portion of the Federal award or requires reimbursement for portions of the Federal award related to expenditures for the Constitutional Office, the Constitutional Office hereby agrees that it shall be responsible and shall satisfy any of the repayment obligations whether through an offset of the budget or through immediate repayment to the County.
8. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.

9. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by all of the parties hereto.
10. Binding Effect. This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.
11. Waiver of Jury Trial. Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto, be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.
12. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.
13. Authority. The parties hereto are authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125 and 163.
14. Governing Law; Disputes. This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal, or administrative proceeding.
15. Venue; Jurisdiction. In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each party hereto consents to the personal jurisdiction and venue of a tribunal or a court of subject matter jurisdiction located in Hernando County, Florida.
16. Headings. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates below.



HERNANDO COUNTY

Steve Champion, Chairman

Date

July 26, 2022

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of July, 2022, by Steve Champion as Chairman of the Hernando County Board of County Commissioners, who is personally known to me.

Notary Public



HEIDI KURPPE  
Commission # HH 286208  
Expires July 11, 2026

HERNANDO COUNTY TAX  
COLLECTOR

Sally Daniel  
Tax Collector

Sally L. Daniel

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of July, 2022, by Sally Daniel, as Hernando County Tax Collector, who is personally known to me.

Notary Public

