



Carr, Riggs & Ingram, LLC
4010 N.W. 25th Place
Gainesville, Florida 32606
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Gainesville, Florida 32604

(352) 372-6300
(352) 375-1583 (fax)
www.cricpa.com

February 18, 2021

Board of County Commissioners
Alachua County, Florida

Carr, Riggs, & Ingram, LLC (“we”, “our” or “CRI”) is pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the Alachua County, Florida Board of County Commissioners (“you”, “your”, or the “County”).

Scope of the Engagement

The purpose of this engagement is solely to provide you with Consulting Services related to the U.S. Department of the Treasury Emergency Rental Assistance Program (the “ERA”), defined herein as:

Compliance Support

- Determining, assessing, and communicating compliance requirements with applicable grant regulations, including:
 - Acting as liaison with grantor agency to resolve questions and disputes.
 - Providing updates to the County as new or amended guidance is published.
 - Sharing best practices and solutions as identified by other governments.
 - Reviewing grant guidelines on eligible expenditures and sharing the results with management.
 - Providing compliance guidance to County regarding eligibility/allowability of programs, projects, purchasing/bids, and other processes prior to implementation/award to reduce the likelihood of disallowed expenditures.
- Reviewing expenditures directly charged to grant funds to ensure amounts expended are allocated and expended according to the grant award requirements.
- Preparing and/or reviewing supporting documentation of eligible expenditures being charged to the grant funds.
- Assisting with administration of the direct funding assistance programs to individuals, landlords, utility companies, or other organizations as requested by the County. Examples of possible assistance include, but are not limited to:
 - Assisting with the preparation of application procedures and documents.
 - Assisting with the determination of eligibility of applicants, including review of applications and supporting documentation.
 - Assist with the review of disbursement requests to applicants.
 - Assist with preparation of internal reports related to programs.
- Attending meetings with local, state, or federal officials or agencies, as requested by County.

- Provide guidance on the applicable single audit compliance requirements that the grant funds may be subject to.
- Assist in the preparation of supporting documentation that will be required as part of next year's audit.

Financial Management

- Consulting with the County the appropriate documentation necessary to support the County's position in anticipation of future audits.
- Providing recommendations to develop a comprehensive tracking method of project expenditures, reimbursement requests, and subsequent payment receipt.
- Assisting with reconciling internal records and supporting documentation to the project worksheets or similar reimbursement requests.
- Providing recommendations for a document retention and management approach that will enhance the ability to substantiate grant funds during an audit.
- Provide guidance on the appropriate accounting treatment for grant funds.

Reporting

- Determining reporting requirements (financial and programmatic) and communicating such to the County.
- Preparing or reviewing such reports including assessment of allowability and collection of supporting documentation.
- Determining reporting needs of management and governance and assisting with preparation of appropriate reports.
- Assisting the County in compiling close out documentation.

Other

- Providing broad based support services designated to help maximize funding, expedite the award process, and work with the County to ensure that all compliance requirements are met.
- Other administrative support as agreed upon by CRI and the County related to ERA related grants, awards, programs, and aid.

Our engagement will be conducted in accordance with the guidelines, rules, and regulations of the Statement on Standards for Consulting Services and applicable professional standards promulgated by the American Institute of Certified Public Accountants (AICPA).

We make no representation regarding the final amount of funding approved. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures to you either verbally or in writing and withdraw from this engagement.

Because the Consulting Services do not constitute an examination or review, we will not express an opinion or conclusion on your accounting records. Additionally, we are not engaged to, and will not, conduct an audit or review of financial statements or other financial information provided by you, and therefore we will not express an opinion or any other form of assurance on them.

As set forth below in the *Project Records* section of this Agreement, CRI may assert that its work papers are confidential and exempt from disclosure to third parties. All of your information will be kept confidential under the AICPA Code of Professional Conduct and other relevant state rules and regulations. However, we may be requested to make certain documentation available to certain federal, state, or private sources of funding pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CRI personnel. Upon request, we will cooperate with the relevant federal, state, or private sources of funding and provide them with requested

documentation to the extent that CRI possess said documentation. The relevant federal, state, or private sources of funding may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will not perform any functions or make any decisions on your behalf. However, we may provide advice and recommendations to assist you in performing your functions and making decisions.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of performing these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

A consulting engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations as we assist you with the Consulting Services that comes to our attention.

Client agrees hold CRI harmless from any and all claims of Client which arise from misrepresentations to CRI by the management/employees of Client or their representatives, or the withholding or concealment of information from CRI by the management/employees of Client or their representatives. The provisions of this paragraph shall apply regardless of the nature of the claim, including the negligence of any party.

Client Responsibilities

You are responsible for your application for funding and related accounting records and that it is in accordance with relevant guidelines, rules, and regulations; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. In addition, you are responsible for providing us with:

- access to all information of which you are aware that is relevant to the performance of this consulting engagement,
- additional information that we may request for the purpose of performing this consulting engagement, and
- unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing this consulting engagement.

CRI acknowledges and agrees that you may request and are entitled to rely upon advice provided by CRI on all matters that are within the scope of this Agreement. To the extent that the County does not comply with the three bulleted paragraph immediately above or does not follow CRI's advice, CRI will not be responsible for decisions made by the County. You are responsible for maintaining complete, accurate, relevant, and reliable records and for timely providing us with the data related to your application for funding. **Please be aware that the CARES Act including the ERA program legislation and guidance and therefore the resulting requirements are fluid and subject to change.** However, in order to move quickly, we will begin to collect information very quickly after being engaged. Please realize that further documentation may be required.

You agree that you are responsible for the proper recording of transactions in the records, the safekeeping of assets, and the completeness, accuracy, relevancy, reliability and maintenance of the financial statements or financial information used as supporting documentation.

You are ultimately responsible for the timely filing with any relevant federal, state or private funding source and submission of relevant records to CRI in order for us to perform the Consulting Services.

You agree to:

- designate a specific individual, preferably within senior management, with suitable skill, knowledge, and/or experience, to be the point of contact with CRI;
- establish and maintain internal controls over the relevant financial information and monitor ongoing activities with respect to the procedures

We have no responsibility to identify and communicate deficiencies or material weaknesses in internal control as part of this engagement.

You agree that you will not and are not entitled to rely on any advice unless it is provided in writing.

April Shuping is the engagement partner and is responsible for supervising the engagement.

CPA Firm Responsibilities

This engagement is limited to the professional services outlined above. CRI, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making Client decisions or performing Client functions.

The above professional services will be performed based on the procedures and information that you and others provide to us. We will not verify or audit the information that you and others provide to us. Therefore, we cannot guarantee the completeness or accuracy of the information provided to us. Our engagement cannot be relied upon to disclose errors, fraud, or theft.

We cannot and do not, either implicitly or explicitly, guarantee or warranty any particular results, monetary or otherwise, from the provision of our services under this agreement.

We reserve the right to withdraw from this engagement without completing the work if you fail to comply with the terms of this engagement letter, or as we determine professional standards require. If any portion of this agreement is deemed invalid or unenforceable, such a finding shall not invalidate the remainder of the terms set forth in this engagement letter.

Timing of Engagement

We will require all of the relevant information noted above, at a minimum, to perform this engagement. Therefore, if the necessary information is not provided in a timely manner, or is incomplete or unusable, we may have delays in providing service or may not be able to perform the services at all. Additionally, if CRI believes or determines that the information provided is untruthful or if the Client is dishonest or uncooperative, we retain the right to terminate our services.

Information

All documents you provide will be maintained in segregated files, and your originals will be returned to you upon the completion of our work. All of your information will be kept confidential under the AICPA Code of Professional Conduct and other relevant state rules and regulations. Except as noted below, your information will only be provided to the relevant federal, state, or private funding source as required by the relevant guidelines, rules, or regulations. You can submit this information to us electronically via this online interface, via our secure file transfer site, or by mail as instructed by your engagement team.

Fees and Billings

The purpose of this engagement is solely to provide you with Consulting Services, as defined above. Our fees for these services will be based on the actual time spent at our discounted (ranging from approximately 10% to 20% discounts from state contract rates, depending on position) hourly billing rates according to the following schedule:

	Standard Hourly Rates	Discounted Hourly Rates
Principal – Partner	\$ 255	\$ 230
Principal – Senior Manager	\$ 255	\$ 215

Senior Consultant – Mgr & Supervisor	\$ 168	\$ 155
Staff Consultant – Senior & Staff	\$ 135	\$ 125
Jr. Consulting – Intern & Admin	\$ 100	\$ 85

Our fees will also include actual operating costs incurred providing the services, including, but not limited to, contracting with a call center and staffing agency. All such operating costs will be discussed with and approved by a representative of the County prior to being incurred and invoiced.

Our invoices for these fees will be rendered semi-monthly or monthly as work progresses and are payable on presentation. In accordance with CRI's policies, work may be suspended if your account becomes 45 or more days overdue and will not be resumed until your account is paid in full.

Our fees including hourly rates and operating costs will be capped at \$731,894. This fee cap will be reduced by 50% of the actual cost of the additional licensing required for the Neighborly program used by and paid for by the County for this project, up to a maximum fee cap reduction of \$38,500 (which is 50% of \$77,000). Our fees also include billings for any time already used in the planning phase of this project prior to the execution of this agreement.

This maximum fee is based on our current understanding of the scope of our services requested at the \$8,123,938 level of program funding and the assumption that unexpected circumstances will not be encountered during the engagement.

Payments shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). The County shall remit all payments to:

Carr, Riggs & Ingram, LLC
4010 NW 25th Place
Gainesville, FL 32606

If significant additional time and/or operating costs are necessary and/or additional work is required outside the scope of this consulting engagement or is necessary for CRI to perform its responsibilities and obligations within the scope of this consulting engagement, we will discuss it with you and prepare a new engagement letter or amendment to this engagement letter for the additional work, which must be approved by the County before we incur the additional costs.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed the application. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

NOTICE. Notice pursuant to this Agreement shall be given in writing by: (a) email, which shall be deemed delivered once sent to the email address listed below; or (b) U.S. Mail, which shall be deemed delivered upon deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

County: Assistant County Manager for Budget and Fiscal Services
12 SE 1st Street
Gainesville, FL 32601

CRI: April Shuping
Carr, Riggs & Ingram, LLC
4010 NW 25th Place
Gainesville, FL 32606
ashuping@cricpa.com

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Default and Termination.

The failure of CRI to comply with any provision of this Agreement will place CRI in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give CRI seven (7) days to cure the default. The Assistant County Manager for Budget and fiscal Services is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to CRI.

The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, CRI will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by CRI in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, CRI's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but CRI shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to CRI. The County will be the final authority as to the availability of funds. The County will pay CRI for all Work completed prior to delivery of notice of termination. In the event of such Termination, CRI's recovery against County shall be limited to that portion of the maximum fee cap earned through the date of termination, but CRI shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

Limitation of Liability

Except as provided in this agreement, neither party shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. Unless otherwise stated in this agreement, both CRI and you agree that the total cumulative liability of either party (including its employees, directors, officers or agents), shall not exceed the amount of fees earned by CRI related to this engagement during the twelve months preceding the event giving rise to the claim, as such amount shall serve as a reasonable prospective estimate of any damages which either party may suffer through any breach of the terms of this agreement, as such damages may be speculative or impossible to calculate. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages. Nothing contained in this Agreement

shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statute.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Alachua County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

Project Records:

CRI shall comply with all applicable federal and State of Florida records law and shall:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County 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 chapter 119, Florida Statutes, 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 contract term and following completion of the contract if CRI does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of CRI required by the public agency to perform the service. If CRI transfers all public records to the County upon completion of the contract, CRI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF CRI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CRI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE RACHEL YOHO AT 352-264-6906, US MAIL AT 12 SE 1ST STREET, GAINESVILLE, FL 32601, OR RYOHO@ALACHUACOUNTY.US

During the term of this Agreement, CRI may claim that some of its information, including, but not limited to, software documentation, manuals, written methodologies and processes, or work product constitutes its confidential trade secrets or confidential proprietary business information in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act (hereafter collectively referred to as "Confidential Information"). CRI shall clearly identify and mark Confidential Information as "Confidential Information" prior to providing Confidential Information to the County.

The County shall notify CRI in writing of any request received by the County for disclosure of CRI's Confidential Information and provide CRI a reasonable amount of time to assert an exemption from disclosure under applicable law by seeking a protective order or other appropriate remedy against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a public records request for disclosure of CRI's Confidential Information. CRI shall investigate, handle, respond to, and defend, at CRI's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. CRI shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Additionally, electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval

Compliance with Federal Law, Regulations, and Executive Orders This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram, LLC
Gainesville, Florida

RESPONSE:

This letter correctly sets forth the understanding of the Alachua County, Florida Board of County Commissioners.

By: _____
Ken Cornell, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq.
Clerk

Alachua County Attorney's Office

(SEAL)

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, CRI, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Carly Riggs & Ingram, L.L.C.

Signature of Contractor's Authorized Official

April Shuping, Partner

Name and Title of Contractor's Authorized Official

February 18, 2021

Date