



FY 2021-2022 DEO-CDBG-CV Contract: 22CV-E13-H2470  
 Marion County Children's Advocacy Center, Inc. Kimberly Center  
 Expires: September 30, 2023  
 Community Services

**MARION COUNTY  
 STANDARD PROFESSIONAL SERVICES AGREEMENT  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CARES ACT**

**THIS MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT** (this "Agreement"), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the COUNTY) and **Marion County Children's Advocacy Center, Inc.**, a not-for-profit corporation organized under the laws of the state of Florida, whose corporate address is: 2800 NE 14<sup>th</sup> Street, Ocala, Florida 34470, FEIN # 59-3575631, (hereinafter called the SUBRECIPIENT).

**WITNESSETH:**

**WHEREAS**, COUNTY receives Community Development Block Grant Program funds (CDBG) through the U.S. Department of Housing and Urban Development ("HUD") as an Entitlement COUNTY; and

**WHEREAS**, on November 1, 2022, the Florida Department of Economic Development (DEO) closed the CDBG-CV application cycles for the Small Cities and Entitlement programs. On August 30, 2021, DEO opened the CDBG-CV application cycles for Small Cities and Entitlement programs; and

**WHEREAS**, the COUNTY applied to a Notice of Funding Availability through the State of Florida Department of Economic Development for Florida Entitlement Community Development Block Grant – Coronavirus Relief (CDBG-CV) Small Cities and Entitlement Programs funding, which is designed to prepare for, prevent, or respond to the health and economic impacts of the coronavirus pandemic, and was awarded Five Hundred Five Thousand Seven-Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00) for the purposes of the Project described in the State of Florida Department of Economic Opportunity ("DEO") Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement, Subgrant Contract Number: 22CV-E13 (the "Subgrant Contract"), attached hereto as **Exhibit E**; and

**WHEREAS**, SUBRECIPIENT's programming provides thorough child-centered and trauma informed resolutions and safety planning for child abuse victims. SUBRECIPIENT provides comprehensive services that include thorough emergency medical examination, forensic interviewing, crisis counseling, and advocacy for victims. This "Project" – Kimberly Center Building Addition and Renovation is furthering the goals and objectives of the County's Five-Year Consolidated Plan; and the project located at: 2800 NE 14<sup>th</sup> Street, Ocala, Florida (Parcel ID# 26784-006-00); and

**WHEREAS**, it is necessary for COUNTY and SUBRECIPIENT (individually "Party", collectively "Parties") to enter into this Agreement for the implementation of the Project; and



Certified A True Copy  
 of 153 page document  
 this 20 day of July, 2023 ;  
 GREGORY C. HARRELL  
 Clerk of Court and Comptroller  
 By [Signature] D.C.

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**WITNESSETH:**

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**WHEREAS**, the COUNTY applied to a Notice of Funding Availability through the State of Florida Department of Economic Development for Florida Entitlement Community Development Block Grant – Coronavirus Relief (CDBG-CV) Small Cities and Entitlement Programs funding, which is designed to prepare for, prevent, or respond to the health and economic impacts of the coronavirus pandemic, and was awarded Five Hundred Five Thousand Seven-Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00) for the purposes of the Project described in the State of Florida Department of Economic Opportunity ("DEO") Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement, Subgrant Contract Number: 22CV-E13 (the "Subgrant Contract"), attached hereto as *Exhibit E*; and

**WHEREAS**, SUBRECIPIENT's programming provides thorough child-centered and trauma informed resolutions and safety planning for child abuse victims. SUBRECIPIENT provides comprehensive services that include thorough emergency medical examination, forensic interviewing, crisis counseling, and advocacy for victims. This "Project" – Kimberly Center Building Addition and Renovation is furthering the goals and objectives of the County's Five-Year Consolidated Plan; and the project located at: 2800 NE 14<sup>th</sup> Street, Ocala, Florida (Parcel ID# 26784-006-00); and

**WHEREAS**, it is necessary for COUNTY and SUBRECIPIENT (individually "Party", collectively "Parties") to enter into this Agreement for the implementation of the Project; and

**WHEREAS**, COUNTY's Community Services Department ("Department") administers the CDBG program on behalf of COUNTY, now therefore

**IN CONSIDERATION** of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

1. **STANDARD TERMS.** The Parties mutually agree to abide by the Standard Terms, attached hereto as *Exhibit A*, with the exception of the following non-applicable sections:

*No exceptions are incorporated by reference and made a part of this Agreement.*

The Standard Terms are subject to change if and when the National and/or State government entities issue relevant orders, including notices from HUD.

2. **FUNDING.** The Parties mutually agree to abide by the Funding and Scope of Work attached hereto as *Exhibit B* and the Mortgage and Promissory Note as listed in *Exhibit C*. COUNTY agrees to pay on SUBRECIPIENT's behalf for the Project's allowable costs, not to exceed **Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00)** as detailed in *Exhibit B*. The FAIN # is: 22CV-E13-H2470, with the award date of: October 1, 2021, and a CFDA # of: 14.228. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is: \$505,729.00 which does not include any closed projects.

3. **INFORMATION REQUIRED BY 2 C.F.R. § 200.332.**

- A. The SUBRECIPIENT's name (must match the name associated with its unique entity identifier): Marion County Children's Advocacy Center, Inc.
- B. The SUBRECIPIENT's unique entity identifier (formerly known as DUNS number): SLP1W6K1YQL3.
- C. Federal Award Identification Number ("FAIN"): **22CV-E13-H2470**.
- D. Federal Award Date of the award to the County: **March 1, 2022**.
- E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **February 21, 2023**, and shall end on **September 30, 2023**, unless terminated earlier in accordance with the provisions of this Agreement.
- F. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **February 21, 2023**, and shall end on **September 30, 2023**.
- G. Amount of Federal Funds Obligated by this Agreement by the County to the SUBRECIPIENT: **Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00)**

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H. Total Amount of Federal Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: **Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00)**

Title	Year	Amount	Project
DEO Community Development Block Grant – CARES Act (CDBG-CV)	2022	\$505,729.00	Public Facility
TOTAL		\$505,729.00	

I. Total Amount of the Federal Award committed to the SUBRECIPIENT by the COUNTY: **Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00)**

J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): Kimberly Center Project will expand and completely renovate building. SUBRECIPIENT will expand comprehensive emergency medical services to include Trauma Therapy program, Trauma Intervention and Advocacy program, Child Safety Matters Prevention program. Enabling fortification of collaborative relationships in the child abuse investigations with DCF, Marion County Sheriff's Office (MCSO), and Ocala Police Department (OPD), increase organization training capacity, and expand access to parenting resources and groups. This facility will work to support all services provided by SUBRECIPIENT's main facility and provide an expansion of their services.

K. Contact information:

- Name of Federal Awarding Agency and Contact Information: U.S. Department of Housing and Urban Development, 400 E. Bay Street, Suite 1015, Jacksonville, FL 32202
- Name of State Awarding Agency and Contact Information: Theresa Howard, Government Operations Consultant II, Florida CDBG-CV Program, Department of Economic Opportunity, Bureau of Small Cities and Rural Communities, 107 East Madison Street, MSC 400, Tallahassee, Florida 32399-6508
- Contact Information for the County: Charles Rich, Community Development Administrator, Marion County Community Services, 2710 E. Silver Springs Blvd., Ocala, Florida 34470
- Contact Information for the SUBRECIPIENT: Dawn Westgate, Executive Director, Marion County Children's Advocacy Center, Inc., 2800 NE 14<sup>th</sup> Street, Ocala, Florida 34470

L. Assistance Listing Number and Title:

#	Title	Year	Amount
14.228	Community Development Block Grant – CARES Act (CDBG-CV)	2022	\$505,729.00
TOTAL			\$505,729.00

- M. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: **Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00)**
  - N. This subaward is a program grant and not for Research and Development.
  - O. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.
4. **SUBRECIPIENT AGREEMENT.** This Agreement is a subrecipient agreement provided to SUBRECIPIENT under State of Florida Department of Economic Opportunity (DEO) Contract Number: 22CV-E13 (the "Subgrant Contract"), *Exhibit E* hereto. This Agreement is subject to the Subgrant Contract and to any amendment to or termination of the Subgrant Contract. Compliance with the terms of the Subgrant Contract are an essential element of this Agreement. Notwithstanding anything to the contrary elsewhere in this Agreement, SUBRECIPIENT shall ensure that the requirements of the Subgrant Contract and all applicable laws are fully complied with at all times and fully cooperate with COUNTY, the Department of Economic Opportunity, and the U.S. Department of Housing and Urban Development in the performance of this Agreement and the Subgrant Contract. To the fullest extent possible, for the duration of the Subgrant Contract, SUBRECIPIENT shall be obligated to perform the responsibilities of COUNTY under the Subgrant Contract and COUNTY shall have the same rights and remedies available to DEO against COUNTY against SUBRECIPIENT. This provision shall survive the termination of this Agreement.
5. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information and items as detailed in *Exhibits A*, *Exhibits B* (Scope of Work), and *Exhibits C* (Mortgage and Promissory Note).
4. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **twelve (12) months** from the date of the completion of the required environmental review, and execution of this Agreement, whichever occurs later. The term of performance under this Agreement for the services shall commence upon execution of this Agreement. Requirements regarding recordkeeping, auditing, and legal compliance shall survive the termination of this Agreement.
5. **INSURANCE.** SUBRECIPIENT will maintain general liability insurance as set forth in Section 5 of the *Exhibit A*.
6. **SEVERABILITY.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

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7. **MISCELLANEOUS.**

- A. This project must comply with the compliance requirements as outlined, and in accordance with 24 CFR § 570 and 2 CFR § 200, including the applicable uniform requirements as described in 24 CFR § 570.502.
- B. Reference in this Agreement to Director shall mean the Department of Community Services Director.
- C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

***Exhibit A – Standard Terms***

***Exhibit B – Scope of Work and Funding***

***Exhibit C – Mortgage and Promissory Note***

***Exhibit D – Property Legal Description***

***Exhibit E – State of Florida Department of Economic Opportunity Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement between DEO and Marion County***

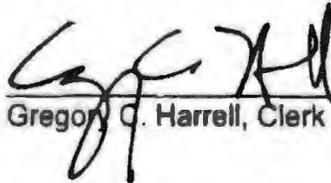
*(Remainder of page intentionally left blank. Signature page follows.)*

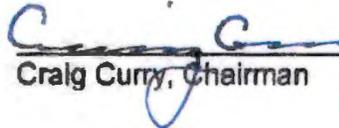
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IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

  
\_\_\_\_\_  
Gregory C. Harrell, Clerk      3/21/2023  
Date

  
\_\_\_\_\_  
Craig Curry, Chairman      March 21, 2023  
Date

FOR USE AND RELIANCE OF  
MARION COUNTY ONLY,  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
\_\_\_\_\_  
Matthew Minter, Marion County Attorney      14 '23  
Date

MARION COUNTY CHILDREN'S ADVOCACY  
CENTER, INC.

WITNESS:

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

  
\_\_\_\_\_  
Sign Name: Carlos Rios      02/27/2023  
Date

Print Name: Dawn Westlake  
\_\_\_\_\_

Print Name  
\_\_\_\_\_

Title: Executive Director  
\_\_\_\_\_

  
\_\_\_\_\_  
Sign Name: Dawn Westlake      2-27-23  
Date

Date: 2/27/2023  
\_\_\_\_\_

  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_

**MARION COUNTY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CARES ACT**

**STANDARD TERMS  
PUBLIC FACILITY PROJECTS**

The parties agree that performance of this Project is comprised of two (2) phases, to wit: Phase One – Construction/Renovation (from Notice to Proceed until Substantial Construction Completion) and Phase Two – Reporting/Monitoring (from receipt of final Reimbursement Request until end of lien period). The obligations of Phase One and Phase Two are contingent upon one another.

**1. PHASE ONE – CONSTRUCTION/RENOVATION:**

- A. All improvements specified in this Agreement not being performed by SUBRECIPIENT, shall be put out to competitive bidding under a procedure acceptable to COUNTY and Federal requirements. SUBRECIPIENT shall enter into contract for a Project Construction Manager ("PCM") who will oversee the entire Project and be the liaison between COUNTY and SUBRECIPIENT using the lowest responsive and responsible bidder. The construction PCM shall be in addition to and not the same as the construction contractor ("LICENSED CONTRACTOR"). SUBRECIPIENT's contract with the LICENSED CONTRACTOR shall hereafter be referred to as the "Contract". Contract administration shall be handled by SUBRECIPIENT and monitored by COUNTY, which shall have access to all records and documents related to the Project.

The LICENSED CONTRACTOR shall:

1. Be bound by the terms of this Agreement;
  2. Be bound by all applicable State and Federal laws, rules, and regulations;
  3. Hold DEO and the COUNTY harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
  4. Adhere to provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The COUNTY shall document the quarterly report the LICENSED CONTRACTOR'S progress in performing its work under this Agreement; and
  5. Include the foregoing provision in any contract for the performance of work contemplated by this Agreement.
- B. SUBRECIPIENT shall allow COUNTY to have a COUNTY approved Architect and/or Engineer to review all plans and drawings prior to the start of the Project if the Project involves professionally drawn and approved plans.
- C. Upon signing, COUNTY, at SUBRECIPIENT's expense, will record a mortgage and

**Exhibit A**

Promissory Note on the real property described in **EXHIBIT C** hereto in the total amount of CDBG assistance granted. All real property acquired or improved in whole or in part with CDBG funds must be used for the CDBG eligible purpose for which the acquisition or improvement was made for the eligibility period specified in the mortgage document and note. If the property is sold or changed to a use which does not qualify as meeting the requirements of the CDBG regulations at 24 C.F.R. §570.505, COUNTY's CDBG program must be reimbursed the total amount of the CDBG funding.

- D. SUBRECIPIENT is responsible for ensuring that bid and Contract documents include all applicable labor standard requirements. The Department shall also be included in pre-award and post-award meetings with the contractor(s) to discuss labor standard requirements and procedures. Department staff will be kept apprised of construction work schedules so that the Department may conduct Davis-Bacon monitoring.
- E. SUBRECIPIENT shall prepare, or cause to be prepared on its behalf, written plans and specifications for Phase One. Said plans and specifications shall be reviewed and approved by the Department prior to the SUBRECIPIENT soliciting bids for the Work.
- F. SUBRECIPIENT shall ensure that its LICENSED CONTRACTOR is appropriately licensed for the intended work and that the necessary construction permit(s) are obtained. SUBRECIPIENT shall insure that LICENSED CONTRACTOR shall acquire and record with the County Clerk, and furnish separate payment and performance bonds to COUNTY with COUNTY as obligee or benefactor. Each bond shall set forth a penal sum in an amount not less than the Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00). Each bond furnished by LICENSED CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Agreement price is adjusted by Change Order executed by COUNTY, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by LICENSED CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.
- G. Time is of the essence. The timely performance and completion of Phase One is vitally important to the interest of COUNTY. SUBRECIPIENT agrees to provide project schedule progress reports in a format acceptable to COUNTY and at monthly completion intervals. COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by SUBRECIPIENT and of the details thereof. Coordination will be maintained by SUBRECIPIENT with representatives of COUNTY, or of other agencies interested in the Project on behalf of COUNTY. Either party to the Agreement may request and be granted a conference.
- H. SUBRECIPIENT shall achieve Substantial Construction Completion (defined as COUNTY in receipt of Certificate of Occupancy or Certificate of Completion, final permits, all lien waivers and all Davis Bacon documentation) of the work **no later than thirty (30) days**

prior to the end date of the Term, as defined in this Agreement and in **Exhibit B**. No Work is permitted during any holiday, weekend day or outside the established Workday timeframe, unless approved by COUNTY forty-eight (48) hours in advance.

I. Liquidated Damages:

1. Failure to complete Project within the Term shall cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, SUBRECIPIENT shall submit a final schedule for performing the Project. The schedule shall be within the Term allotted for this Project and shall include tentative dates of performance. The Notice to Proceed will not be issued until all required documentation is received by COUNTY. The Project shall begin only upon issuance of a Notice to Proceed by COUNTY.
  2. Beginning on the first date after scheduled Substantial Construction Completion, liquidated damages shall accrue at One Hundred Fifty Dollars and Zero Cents (\$150) per day. When COUNTY reasonably believes that Substantial Construction Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due SUBRECIPIENT an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when SUBRECIPIENT overcomes the delay in achieving Substantial Construction Completion, COUNTY shall promptly release to SUBRECIPIENT those funds withheld, but no longer applicable, as liquidated damages.
  3. If SUBRECIPIENT fails to achieve final completion on or before **thirty (30) calendar days** after the Substantial Construction Completion date, SUBRECIPIENT or SUBRECIPIENT's surety, if any, shall pay COUNTY liquidated damages in the sum of One Hundred Fifty Dollars and Zero Cents (\$150) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the work. Any sums due and payable hereunder by SUBRECIPIENT shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY. When COUNTY reasonably believes that final completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due SUBRECIPIENT, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When SUBRECIPIENT overcomes the delay in achieving final completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to SUBRECIPIENT those funds withheld, but no longer applicable, as liquidated damages.
- J. All services will be performed by SUBRECIPIENT to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise

under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto.

K. SUBRECIPIENT shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of COUNTY. SUBRECIPIENT shall be solely responsible for the manner, means and methods utilized by SUBRECIPIENT to perform such services.

L. Procurement:

1. SUBRECIPIENT shall comply with current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.
2. Unless specified otherwise within this Agreement, SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.
3. SUBRECIPIENT shall obtain written approval from COUNTY for any travel outside the metropolitan area with funds provided under this Agreement.

M. Environmental Conditions:

1. Air and Water

- a) SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 USC §7401, *et seq.*
- b) Federal Water Pollution Control Act, as amended, 33 USC, §1251, *et seq.*, and 33 USC §1318 relating to inspection, monitoring, entry, reports and information, as well as all other regulations and guidelines issued thereunder; and,
- c) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

2. Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC §4001), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

3. Lead-Based Paint: SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR. §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be

properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

4. Asbestos: a. The Asbestos National Emission Standards for Hazardous Air Pollutants ("NESHAP") regulations specify Work practices for asbestos to be followed during demolitions and renovations of all structures, buildings and facilities. SUBRECIPIENT, as the owner of the building, shall notify or shall require its operator/contractor of renovation or demolition to notify the appropriate state agency before any demolition, or before any renovations of buildings that could contain a certain threshold amount of asbestos or asbestos-containing material. SUBRECIPIENT shall contact or require its operator of renovation or demolition to contact the local DEP (Department of Environmental Protection) as they are delegated by the US EPA and authorized under the Florida Statutes to enforce the asbestos NESHAP regulations. Costs incurred from asbestos testing and abatement will be at SUBRECIPIENT's expense.

b. In the event that asbestos-containing materials or suspected asbestos-containing materials are discovered in the area designated for construction, SUBRECIPIENT assumes responsibility to notify COUNTY, and all Workers of existing asbestos conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. SUBRECIPIENT shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of asbestos-containing material. Work shall not continue until SUBRECIPIENT, has the suspected asbestos-containing materials analyzed. This will be done promptly by SUBRECIPIENT. If SUBRECIPIENT proceeds after notification by COUNTY not to proceed, the LICENSED CONTRACTOR shall become liable for all costs associated with the cleaning and clearance for occupancy (using TEM clearance testing method set out by the AHERA Regulations) of the structure or site.

c. SUBRECIPIENT will notify the Architect (if applicable) and COUNTY in writing immediately upon becoming aware of any material and/or equipment included in the Contract documents that contain asbestos so that alternative material and/or equipment can be submitted. SUBRECIPIENT, LICENSED CONTRACTOR material and equipment suppliers, and material and equipment manufacturers who provide material and equipment that contain asbestos will be liable for the cost of removal of such material and equipment from the Project and the SUBRECIPIENT shall obtain the acknowledgment of the LICENSED CONTRACTOR and all such suppliers and manufacturers of their liability for such removal.

5. Historic Preservation:

SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC §470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

N. Changes Permitted:

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order signed by COUNTY, SUBRECIPIENT, ARCHITECT, and LICENSED CONTRACTOR.

- O. Work Order/Notice of Change ("Change Order") Defined: Change Orders shall mean a written order to LICENSED CONTRACTOR executed by COUNTY and SUBRECIPIENT, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in time, or any combination thereof. The Work, price and time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY including, but not limited to, Change Orders that need approval of COUNTY's Board of County Commissioners. No change order can alter the maximum amount of funds awarded under this Agreement.

- P. The Davis-Bacon Act of 1931 is a United States federal law that establishes the requirement for paying the local prevailing wages on public Works projects for laborers and mechanics. It applies to "contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works."

1. EMPLOYEE INTERVIEW FOR DAVIS-BACON LABOR STANDARDS: The Davis-Bacon Act requires interviews by COUNTY, to determine if SUBRECIPIENT is complying with the Federal Davis-Bacon prevailing wages. Applicable wage rates are those rates published by the Department of Labor on the day this Agreement is signed by SUBRECIPIENT or the day an agreement between SUBRECIPIENT and LICENSED CONTRACTOR is signed, whichever is later.

2. The Copeland "Anti-kickback" Act (Pub. L. 73-324, 48 Stat. 948 enacted June 13, 1934, codified at 18 USC §874) is an act of Congress that supplemented the Davis-Bacon Act of 1931.<sup>[1]</sup> It prohibits a federal building contractor or subcontractor from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

3. SUBRECIPIENT shall be responsible to ensure its LICENSED CONTRACTOR performs the Project as follows:
  - a. Document attempts to notify Sub-Contractors of Davis Bacon Wage project to obtain bids;
  - b. Davis Bacon Wage Compliance of all Sub-Contractors;
  - c. Ensure COUNTY access to all employees on site;
  - d. Submit certified payroll sheets weekly;
  - e. Posting of Davis Bacon Wage Rates, DOL "Notice to all Employees" and Davis Bacon Poster on site accessible to all Workers;
  - f. Ensures wage rates to be locked-in at contract award date or the construction start date, whichever occurs first;
  - g. If using an additional classification and rate, provides U.S. Department of Housing and Urban Development Report of Additional Classification and Rate form;
  - h. Provide Registrations of Apprentice and/or Trainee's which has been approved in advance by DOL or State Apprenticeship Program approved by DOL. Apprentice and/or Trainee's that are not registered must be paid the full rate plus fringe benefits listed on the wage decision for the classification of which they perform; and
  - i. Converts piece work to the hourly rate, total weekly wages divided by hours worked.
2. **PHASE ONE – COMMENCEMENT, SUSPENSION, TERMINATION:**
  - A. The Project shall not commence and SUBRECIPIENT shall not obligate any funds under this Agreement until COUNTY has conducted an environmental review, has advertised or posted the findings to allow public comment and has received a release of funding from HUD. Any mitigation of environmental impact will be included in the Project's scope of Work.
  - B. In accordance with 2 CFR Part § 200.340, COUNTY may suspend, withhold payments, or terminate this Agreement and all payment to SUBRECIPIENT in whole or in part for cause upon seven (7) calendar days' notice in writing to SUBRECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of the Agreement, c) refusal to accept conditions imposed by HUD pertaining to activities covered by this Agreement, d) submittal to COUNTY of documentation which is incorrect or incomplete in any material respect, or e) changes in Federal or State law or the availability of grant funds as identified in Section 3 (Funding) of this Agreement, which render the Project impossible or infeasible.
  - C. In the event of default, lack of compliance or failure to perform on the part of SUBRECIPIENT, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from SUBRECIPIENT to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising SUBRECIPIENT of deficiency and advising

SUBRECIPIENT that more serious sanctions may be taken if situation is not remedied; advise SUBRECIPIENT to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise SUBRECIPIENT to reimburse COUNTY for amount of costs incurred for any items determined ineligible.

- D. SUBRECIPIENT, its assigns and successors, agree that the real property upon which the Project is constructed shall be used in a manner to serve low to moderate income populations. Default in such use shall result in COUNTY enforcing its remedies pursuant to this Agreement, including but not limited to SUBRECIPIENT's immediate repayment of all funds provided pursuant to this Agreement.
- E. In the event of a natural disaster, this Agreement may be suspended or terminated by COUNTY and funds transferred to recovery activities as determined by COUNTY. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third-party private vendors.
- F. In accordance with 2 CFR Part § 200.339, with certain exceptions, this Agreement may be terminated in whole or in part for convenience by either COUNTY or SUBRECIPIENT upon written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this Agreement that require compliance with laws, regulations or ordinances, records retention or to the provision of service to low and moderate income persons or other specified beneficiaries.

**3. PHASE ONE - FUNDING:**

- A. Funding Withheld: SUBRECIPIENT shall withhold ten (10%) percent of the reimbursed amount prior to paying LICENSED CONTRACTOR. SUBRECIPIENT shall be responsible for paying the withheld ten (10%) percent to LICENSED CONTRACTOR at Substantial Completion, upon notification by COUNTY that all necessary documents have been received and Work has been completed to satisfaction. COUNTY maintains the right to withhold reimbursement payment for up to thirty (30) days until all necessary documents have been submitted. If necessary documents have not been submitted by SUBRECIPIENT and/or LICENSED CONTRACTOR at the end of thirty (30) days, COUNTY may opt to place a temporary or permanent hold order on the project.
- B. Progress Payments: SUBRECIPIENT shall require its LICENSED CONTRACTOR to submit Reimbursement/Payment requests jointly with SUBRECIPIENT to the Department using the following guidelines:
  - 1. All construction costs will be paid by COUNTY directly to SUBRECIPIENT by check made payable to SUBRECIPIENT with LICENSED CONTRACTOR name in the memo line. SUBRECIPIENT shall deposit the check into an owned account and write a check to LICENSED CONTRACTOR for the full amount of the reimbursement minus ten (10%) percent. SUBRECIPIENT shall make a photo copy of the check for submission to

COUNTY with the next reimbursement request. All requests for reimbursements must be made either monthly or at ten, thirty, sixty, ninety and one hundred percent (10%, 30%, 60%, 90%, 100%) completion using "Request for Reimbursement/Payment" form obtained from COUNTY and with such supporting data and content as COUNTY may require. Prior to submitting the Reimbursement/Request for Payment, Project architect, LICENSED CONTRACTOR, Project Manager and Construction Coordinator shall meet at the Project site to review and sign off on the Payment/Request for Reimbursement. Construction Coordinator shall review the submitted Reimbursement/Request for Payment with COUNTY Compliance Monitor for SUBRECIPIENT's complete submission of required documents prior to approving said request being paid. The Reimbursement/Request for Payment shall include copies of invoices and documentation of payment including Davis Bacon payroll concurrent to the percentages invoiced. Requests for final payment shall include final releases of liens. Referring to the contract between SUBRECIPIENT and LICENSED CONTRACTOR, SUBRECIPIENT may request payment of that portion of the Contract price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work of that portion of the contract price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work. Any questions or discrepancies must be resolved by SUBRECIPIENT before being paid.

2. SUBRECIPIENT shall not pay for materials that are not physically located on the Project site. Payment for stored materials and equipment required by LICENSED CONTRACTOR shall be conditioned upon LICENSED CONTRACTOR's proof satisfactory to COUNTY, that SUBRECIPIENT has title to such materials and equipment and shall include proof of required insurance. Such Request for Reimbursement/Payment shall be signed by and shall constitute both SUBRECIPIENT's and LICENSED CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with the Contract, that the Work has been properly installed or performed in full accordance with the Contract documents, and that SUBRECIPIENT and LICENSED CONTRACTOR know of no reason why payment should not be made as requested. Thereafter, COUNTY shall review the Request for Reimbursement/Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Request for Reimbursement/Payment and is as required by the Contract documents.

3. COUNTY's Construction Coordinator shall inspect and approve all Work completed and covered by the Request for Reimbursement/Payment prior to payment being made. Upon successful inspection, Construction Coordinator will inform COUNTY that payment can be made. If the Construction Coordinator finds reason to fail the inspection, COUNTY will withhold payment until the failure is remedied.

4. COUNTY shall make progress payments on account of the Contract price to SUBRECIPIENT within two (2) weeks following the receipt of each Request for Reimbursement/Payment. The amount of each progress payment shall be less such

**Exhibit A**

amounts, if any, otherwise owing by SUBRECIPIENT and/or LICENSED CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

5. SUBRECIPIENT shall require LICENSED CONTRACTOR to warrant that title to all Work covered by a Request for Reimbursement/Payment will pass to SUBRECIPIENT no later than the time of payment. SUBRECIPIENT shall require LICENSED CONTRACTOR to further warrant that upon submittal of a Request for Reimbursement/Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of LICENSED CONTRACTOR or any other person or entity whatsoever.

6. SUBRECIPIENT shall require LICENSED CONTRACTOR to pay each sub-contractor, within seven (7) days of receipt of each progress payment, the amount to which the sub-contractor is entitled, reflecting percentages actually retained from progress payment to LICENSED CONTRACTOR on account of the sub-contractor's portion of the Work. SUBRECIPIENT shall require LICENSED CONTRACTOR, by appropriate agreement with each sub-contractor, to require each sub-contractor to make payments to the sub-sub-contractors in a similar manner.

7. COUNTY shall have no obligation to pay or see to payment of a sub-contractor except as may otherwise be required by law.

a. In the event COUNTY becomes informed that LICENSED CONTRACTOR has not paid a sub-contractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to SUBRECIPIENT and LICENSED CONTRACTOR of amounts otherwise due hereunder naming SUBRECIPIENT, LICENSED CONTRACTOR and such sub-contractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

C. Withheld Payment:

1. COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to SUBRECIPIENT and/or LICENSED CONTRACTOR, to protect COUNTY from loss because of:

a. Defective Work not remedied by SUBRECIPIENT and/or LICENSED CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by SUBRECIPIENT and/or LICENSED CONTRACTOR;

b. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;

**Exhibit A**

- c. Failure by LICENSED CONTRACTOR to pay sub-contractors or others in a timely and proper fashion;
  - d. Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of this Agreement price;
  - e. Evidence that the Work will not be completed in the time required for Substantial Construction Completion or Final Completion;
  - f. Persistent failure to carry out the Work in accordance with this Agreement; and/or
  - g. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.
2. In the event that COUNTY makes written demand upon SUBRECIPIENT and/or LICENSED CONTRACTOR for amounts previously paid by COUNTY as contemplated in this subparagraph, SUBRECIPIENT shall, and shall cause LICENSED CONTRACTOR to, promptly comply with such demand.
- D. Final Statement: Within thirty (30) days after completion of all services to be performed by it, SUBRECIPIENT and LICENSED CONTRACTOR shall jointly render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. COUNTY shall not be responsible for payments of any charges, claims or demands of SUBRECIPIENT not received within said thirty (30) day period; however, such time may be extended with COUNTY discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of SUBRECIPIENT. Payment of the final statement (not to exceed ten (10%) percent of total Agreement amount) will be the responsibility of SUBRECIPIENT (reference item 3 (A) herein).
- E. Record Maintenance: Financial records of costs incurred under terms of this Agreement will be maintained and made available upon request by COUNTY at all times during the period of this Agreement and for five (5) years after the end of this Agreement. Copies of these documents and records will be furnished to COUNTY upon request.
- F. DEO Funds: The source of funding from COUNTY for payment of services performed under this Agreement are grants provided to SUBRECIPIENT by COUNTY. SUBRECIPIENT agrees that in the event that any grant is reduced or withheld by DEO, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that DEO determines that SUBRECIPIENT has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, SUBRECIPIENT shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.

If the necessary funds are not available to fund this Agreement as a result of action by the United State Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of the DEO CDBG-CV Agreement, all obligation on the part of DEO or COUNTY to make any further payment of funds will terminate.

- G. Annual Appropriation: COUNTY, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners, Marion County, Florida.
- H. Audit: SUBRECIPIENT shall have CDBG grant funds in excess of \$750,000.00 audited annually, for six (6) years from the date of Substantial Construction Completion, in conjunction with the regular SUBRECIPIENT audit, by a certified public accountant (CPA) and in accordance with 2 C.F.R. Part § 200. All audits covering the use of CDBG funds shall be provided to COUNTY within one hundred and fifty (150) days of the end of SUBRECIPIENT's fiscal year. If CDBG grant funds are under \$750,000.00, SUBRECIPIENT shall submit annual Financial Statements, including profit and loss and balance sheet.

4. **PHASE ONE – RISK MANAGEMENT, INSURANCE AND INDEMNITY:**

A. **LOSS CONTROLS/SAFETY**

1. Policy must include coverage for Contractual Liability, Independent Contractors and contain no exclusions for explosion, collapse or underground.

2. "Marion County, a political subdivision of the State of Florida, its officials, employees, agents, and volunteers" are to be named as an Additional Insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of any service performed by or on behalf of SUBRECIPIENT. The coverage shall contain no special limitation on the scope of protection afforded to COUNTY, its officials, employees or volunteers.

3. SUBRECIPIENT's insurance coverage shall be primary insurance as respects Marion County, a political subdivision of the State of Florida, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officials, employees, agents, or volunteers shall be excess of SUBRECIPIENT's insurance and shall be non-contributory.

B. INDEMNITY

SUBRECIPIENT is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold COUNTY, the State of Florida, and DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. SUBRECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the COUNTY, State, and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by SUBRECIPIENT, its agents, employees, partners, or subcontractors; provided, however, that SUBRECIPIENT shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused. Further, SUBRECIPIENT shall fully indemnify, defend, and hold harmless the COUNTY, State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right. SUBRECIPIENT will indemnify, defend, and hold harmless COUNTY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by SUBRECIPIENT, its agents, employees, or sub-contractors during the performance of the Agreement, except that neither SUBRECIPIENT, its agents, employees nor any of its sub-contractors will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by County or any of its officers, agents or employees during the performance of the Agreement.

C. INSURANCE

1. WORKERS' COMPENSATION

Shall be purchased and maintained by SUBRECIPIENT with statutory limits in compliance with state and federal laws, Employer's liability limits of not less than \$100,000.00 each accident, \$500,000.00 disease policy limit and \$100,000.00 disease each employee must be included.

2. GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. The policy must be maintained by SUBRECIPIENT for the duration of the Project.

If the policy is written on a claim made basis, SUBRECIPIENT must maintain the policy a minimum of five (5) years following completion of Phase I of the Project. Marion County, a political subdivision of the State of Florida must be shown as an Additional Insured.

3. PROFESSIONAL LIABILITY

With limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000.00. Projects \$5,000,000.00 or more will need to be reviewed by Marion County Risk and Benefits Services to determine appropriate Professional Liability limits. The policy must be maintained by SUBRECIPIENT for the duration of the Project. If the policy is written on a claim made basis, SUBRECIPIENT must maintain the policy for a minimum of five (5) years following the completion of Phase I the Project.

4. These insurance requirements shall not relieve or limit the liability of SUBRECIPIENT. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SUBRECIPIENT's interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this contract to cover SUBRECIPIENT.
5. Insurance required of SUBRECIPIENT or any other insurance of SUBRECIPIENT shall be considered primary, and insurance or self-insurance of COUNTY shall be considered excess, as maybe applicable to claims against COUNTY which arise out of this Agreement. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

**PHASE TWO – NON-PROFIT OPERATION**

Upon completion of Phase One, SUBRECIPIENT will proceed with Phase Two, the Non-Profit Operation, subject to the following Federal requirements:

5. **PHASE TWO – MONITORING, RECORD RETENTION AND REPORTING:**

- A. After Substantial Construction Completion, in accordance with 2 C.F.R. Part 200, SUBRECIPIENT shall provide to COUNTY the following reports:
  1. Reporting of demographic data to include racial/ethnic and residency status on clients served twelve (12) months after Substantial Construction Completion. COUNTY shall provide forms to SUBRECIPIENT for this purpose.
  2. Annual Certification that the building continues to be used for the intended eligible purpose for the life of COUNTY's lien. COUNTY shall provide forms to SUBRECIPIENT for this purpose.
  3. On a bi-annual basis, a copy of the most recent Balance Sheet and Profit & Loss Statement for the life of COUNTY's lien.
- B. SUBRECIPIENT shall ensure that households assisted by SUBRECIPIENT live within the jurisdiction of Marion County, Florida.

- C. In accordance with 2 C.F.R. Part 200 (check applicable terms):
- (X) SUBRECIPIENT shall be required to complete a client assessment to verify eligibility according to the published HUD income guidelines. The method of determining eligibility must be approved by COUNTY.
  - ( ) The clientele served by SUBRECIPIENT are all in a presumed benefit category (Homeless) as to low and moderate income status. SUBRECIPIENT will be responsible for verifying that all clientele served are in this presumed benefit category.
- D. COUNTY will monitor all stages of the Project to ensure compliance with all Federal/HUD regulations and COUNTY guidelines. COUNTY shall have the right to monitor and evaluate all aspects of Phase Two at the Project site improved by the funds associated with this Agreement. Such evaluation will be affected by the submission of reports and information by SUBRECIPIENT and by monitoring site visits by the Department.
- E. Within the first three (3) months after Substantial Construction completion, COUNTY will perform a Level One initial monitoring to ensure that SUBRECIPIENT is maintaining an appropriate filing system, including files containing the Agreement, insurance certificates, certification letters, eligibility documentation; correspondence, monthly reports, Reimbursement/Payment requests, purchase requisitions and inventory logs. Client files should contain proof of county residency, income eligibility, demographics, and use of services.
- F. Within the first twelve (12) months after Substantial Construction Completion of the Project, COUNTY will perform an annual onsite monitoring. Level Two monitoring will cover the items in the Level One Monitoring, plus reviewing policy and procedures. Years two through six monitoring will be a desk monitor unless the previous year monitor showed a deficit. A Performance Measures review will also be conducted, measuring the achievement towards the goals set and sustainability for the Project.
- G. All records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of COUNTY's fiscal year (October 1 through September 30) in which this Agreement is paid in full, expired, or terminated, whichever is later. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.
- H. SUBRECIPIENT shall at any time during normal business hours and as often as COUNTY and/or Comptroller General of the United States and/or the HUD and/or any of their duly authorized representatives may deem necessary, make available for

examination all of SUBRECIPIENT's records, books, documents, papers and data with respect to all matters covered by this Agreement, and shall permit COUNTY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement.

- I. In a frequency determined by COUNTY, SUBRECIPIENT shall provide COUNTY, in a form prescribed by COUNTY, required reports summarizing progress, timetables, eligibility, demographic and financial information for monitoring and evaluating all aspects of Project undertakings. The format prescribed shall be in conformance with HUD reporting requirements and COUNTY reporting procedures.
  
- J. RECORDS.
  - 1.) The SUBRECIPIENT's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
  - 2.) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the SUBRECIPIENT's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
  - 3.) The SUBRECIPIENT shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
  - 4.) The SUBRECIPIENT will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.
  - 5.) The SUBRECIPIENT shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The SUBRECIPIENT shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by DEO. The record retention period may be extended in the following circumstances:

**Exhibit A**

- a) If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
  - b) Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
  - c) Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.
- 6.) The SUBRECIPIENT shall maintain all records and supporting documentation for the SUBRECIPIENT and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.
- a) The SUBRECIPIENT shall comply with the following procedures:
    - i. Funds that are advanced to a SUBRECIPIENT pursuant to this Agreement ("Advanced Funds") shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.
    - ii. For all other funds provided under this Agreement, the SUBRECIPIENT shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the SUBRECIPIENT's accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the SUBRECIPIENT is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.
    - iii. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.
  - b) The SUBRECIPIENT, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times

to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

- c) The SUBRECIPIENT shall include the aforementioned audit and record keeping requirements in all approved SUBRECIPIENT subcontracts and assignments.

**6. PHASE TWO - COMPLIANCE WITH LAWS:**

- A. The CDBG Administrator will be available to SUBRECIPIENT to provide technical guidance on CDBG requirements.
- B. SUBRECIPIENT shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, religion, sex, familial status, national origin, age or disability in the provision of services to their clients.
- C. SUBRECIPIENT will comply with applicable Uniform Administrative Requirements as described in 2 CFR Part § 200 regulations described in Subpart F of the CDBG regulations, incorporated herein by reference.
- D. SUBRECIPIENT warrants that SUBRECIPIENT has not employed or retained any company or person, other than a bona fide employee Working solely for SUBRECIPIENT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, COUNTY shall have the right to terminate this Agreement without liability.
- E. Certification of Anti-Lobbying: SUBRECIPIENT certifies and discloses that, to the best of SUBRECIPIENT's knowledge and belief:
  - 1. No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

2. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence a County Commissioner, or an employee of COUNTY's Board of County Commissioners, 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; and that
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a County Commissioner, or an employee of COUNTY's Board of County Commissioners, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The SUBRECIPIENT shall require that 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 certify and disclose as described in this Paragraph E, above.
5. 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. 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.

F. Public Records.

1. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Office of Public Relations  
601 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-438-2300  
Fax: 352-438-2309  
Email: [PublicRelations@MarionFL.org](mailto:PublicRelations@MarionFL.org)**

2. If, under this Agreement SUBRECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SUBRECIPIENT shall:
  - a. Keep and maintain public records required by COUNTY to perform the Project;
  - b. Upon request from COUNTY's custodian of records, provide 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;
  - c. 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 term of this Agreement and following completion of this Agreement if SUBRECIPIENT does not transfer the records to COUNTY; and,
  - d. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUBRECIPIENT or keep and maintain public records required by COUNTY to perform this Project. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
3. If SUBRECIPIENT fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SUBRECIPIENT may be subject to penalties under Section 119.10, Florida Statutes.

7. **PHASE TWO - OTHER REQUIREMENTS:**

- A. COUNTY will record an amended mortgage lien on SUBRECIPIENT's Project in the total amount of CDBG reimbursed assistance calculated after the final Reimbursement /Request for payment has been issued.

**Exhibit A**

- B. Although no "program income" (as defined by HUD) is anticipated as a result of this Agreement, any such income received by SUBRECIPIENT is to be paid to COUNTY within ten (10) days of receipt of such income. Upon completion of the Agreement, SUBRECIPIENT shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.
- C. No forbearance on the part of COUNTY or SUBRECIPIENT shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by any party of another party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of COUNTY and SUBRECIPIENT.
- D. Any capital equipment acquired by SUBRECIPIENT for the purpose of carrying on the Project, must be pre-approved in writing by COUNTY and shall be subject to the provisions of the Property Standards section of 2 CFR Part 200, Subpart D including, but not limited to, the provisions on use and disposition of property.
- E. Conflict of Interest: No employee, agent, consultant, officer or elected official or appointed official of SUBRECIPIENT, who exercises or have exercised any function or responsibility with respect to CDBG or who is in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG assisted project or with respect to the proceed of the CDBG assisted project, either for themselves or those with whom they have a family or business ties, during their tenure or for one year thereafter.
- F. Separation of Church and State: CDBG funds may not be used for religious activities. 2 C.F.R. Part 200 specifies the limitations on CDBG funds, and is herein incorporated by reference.
- G. SUBRECIPIENT must certify to COUNTY that SUBRECIPIENT shall provide drug-free Workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 USC 701) and with HUD's rules at 2 C.F.R. Part 200.
- H. SUBRECIPIENT agrees that any news release, article, public service announcement or advertisement or any other type of publicity, program literature, brochures, and letterhead pertaining to the Project, must recognize Marion County Board of County Commissioners and the HUD CDBG as providing funds for the Project.
- I. Grant Close-out Procedures: In accordance with 2 C.F.R. Part 200, the grant will be closed out when:

1. All costs to be paid with CDBG funds have been incurred;
  2. The Work to be assisted with CDBG funds has actually been completed; and,
  3. Other responsibilities of SUBRECIPIENT appear to have been carried out satisfactorily. Within ninety (90) days of the date it is determined to be completed, SUBRECIPIENT will submit a copy of the final performance and evaluation report (2 C.F.R. Part 200).
- K. Executive Order 21-223. Pursuant to State of Florida Executive Order Number 21-223, SUBRECIPIENT shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements programs (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of benefits before providing funds, resources, benefits, or any other thing of value during the Agreement term. Further, SUBRECIPIENT shall include in related subcontracts a requirement that subcontractors working or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.
- L. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons.

SUBRECIPIENT shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The SUBRECIPIENT and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

SUBRECIPIENT agrees to the following Section 3 clause and acknowledges that the following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

***Section 3 Required Language***

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
6. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

- M. Section 3 – Whistleblower Protection. The following clause is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold.

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

- N. Civil Rights Regulations. As a condition for the receipt of CDBG-CV funds, each SUBRECIPIENT must abide by associated Federal laws and regulations. Upon execution of this Agreement, SUBRECIPIENT hereby certifies that SUBRECIPIENT shall comply with all of the following provisions and Federal regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or

subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;

10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

8. **PHASE ONE AND TWO - MISCELLANEOUS:**

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular.

All words used in any gender will extend to and include all genders.

- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. In the event that HUD Regulations regarding SUBRECIPIENT should be amended or changed, COUNTY shall amend this Agreement to comply with such changes. COUNTY will give written notice to SUBRECIPIENT of any such changes.
- D. There are no understandings or agreements except as herein expressly stated.
- E. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, SUBRECIPIENT hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded-on convenience. Any such legal action may be brought in the appropriate Court in any COUNTY chosen by COUNTY and in the event that any such legal action is filed by SUBRECIPIENT, SUBRECIPIENT hereby consents to the transfer of venue to the COUNTY

chosen by COUNTY upon COUNTY filing a motion requesting the same.

- G. SUBRECIPIENT certifies they are in compliance with Appendix II, 2 CFR 200 (H) and not listed on the government wide exclusions in the System for Award Management (SAM) regarding "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

**SCOPE OF SERVICES AND FUNDING**

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**SUBRECIPIENT:** Marion County Children's Advocacy Center, Inc.

**PROJECT:** Kimberly Center Building Addition and Renovation Project will expand and completely renovate their facility. SUBRECIPIENT will expand comprehensive emergency medical services to include the Trauma Therapy program, Trauma Intervention and Advocacy program, Child Safety Matters Prevention program; and enable fortification of collaborative relationships in the child abuse investigations with Investigative authorities such as: the Department of Children and Families (DCF), Marion County Sheriff's Office (MCSO), and Ocala Police Department (OPD), this project will increase organization(s) training capacity, and expand access to parenting resources and groups. This facility will work to support all services provided by SUBRECIPIENT's main facility and provide an expansion of their services.

**Location:** 2800 NE 14<sup>th</sup> Street, Ocala, Florida 34470

This Project qualifies as a CDBG Public Services Project.

**Approved Grant Budget:**

CDBG funding, contingent upon the completion of a successful Environmental Review. CDBG funding will be provided up to a maximum of **Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00)**. Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

**Reporting Schedule:**

As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of twenty-four (24) months. County shall provide the pertinent form to SUBRECIPIENT.

1. Establish the required non-profit organizational assistance used to improve program results, and report monthly progress and successes to COUNTY.
2. SUBRECIPIENT shall submit monthly financial reports indicating population served, services provided, receipts for expenditures, and will receive funds from COUNTY on a reimbursement basis. SUBRECIPIENT shall submit monthly achievement reports on the Outcome Performance Measures.

**Monitoring:**

COUNTY will monitor all stages of the Project to ensure compliance with all Federal/HUD regulations and COUNTY guidelines.

1. Within the first three (3) months after the ending date of the Project, COUNTY will perform a monitoring of SUBRECIPIENT to ensure that SUBRECIPIENT is maintaining all records in a satisfactory manner.
2. Twenty-four (24) months after the ending date of the Project, COUNTY will perform a monitoring of SUBRECIPIENT to ensure compliance of: client files, financial records, and demographic data reporting.
3. SUBRECIPIENT shall be subject to the Change of Use requirements as outlined, in 24 CFR § 570.489, should there be a change of use of this CDBG funding.

**Budget and Scope of Work:**

*Funds may be moved within program costs in accordance with program needs, only upon approval by the COUNTY through the Community Development Administrator.*

**CDBG funds budget:**

**Budget and Scope of Work:**

Marion County is an exception community. The proposed project will serve presumed benefit clientele of abused and neglected children, more than 80% of the population residing in unincorporated Marion County. The project includes expansion of existing space for social distancing of child abuse victims visiting the Center for Child Protection.

Funds will be used to carry out the expansion and rehabilitation of building to increase capacity of the Marion County Children's Advocacy Center, Inc. (MCCAC) to accommodate social distancing and isolation. MCCAC is the county's provider for emergency medical examination and forensic interviewers of child abuse victims, as well as day placement for children awaiting placement in foster care or other living arrangements. Additional space made possible through this grant will make it possible to provide services efficiently and safely without delay.

The project will serve presumed benefit clientele of abused and neglected children. Eligibility as a presumed benefit clientele will be determined by the receipt of a referral from the Florida Child Abuse Hotline or Department of Children and Families, or a law enforcement incident report or referral, and documented through intake forms. The proposed facility will be used by MCCAC program staff to provide medical examination, investigation coordination, forensic interviews, therapeutic counseling, and child advocacy services. The proposed facility will also be used by MCCAC partners as necessary to conduct their respective reviews of abuse allegations. For example, law enforcement, child welfare, and judicial partners may visit the facility and utilize some

**Exhibit B**

space for conducting or observing interviews with children, reviewing case files, and consulting with one another as necessary and appropriate, to support a thorough, comprehensive, child- centered and trauma informed resolution and safety planning for the child victim.

**Outcomes and Performance Goals:**

1. SUBRECIPIENT shall provide, and expand current capabilities, for emergency medical examination and forensic interviewers of child abuse victims so as to decrease the possibility of delay while providing social distancing to mitigate Covid 19.
2. Expand capabilities to provide for day placement for children awaiting placement in foster care or other living arrangements.
3. Deliver and provide trauma response services to children which include medical examination, forensic interviewing, crisis counseling, and advocacy.

*FY 2021-2022 DEO CDBG-CV Grant  
Marion County Children's Advocacy Center, Inc. Kimberly Center  
Expires: September 30, 2023  
Community Services*

**Exhibit C**

**Record and Return to:**  
Community Development Administrator  
Marion County Community Services Department  
2710 E. Silver Springs Blvd.  
Ocala, Florida 34470

Rec. Fees: \$868.50  
DS: \$1,770.30

**This Document Prepared By:**  
Marion County Community Services Department  
2710 E. Silver Springs Blvd.  
Ocala, Florida 34470

Property Appraiser's Parcel ID No's: 26784-006-00  
Owner: Marion County Children's Advocacy Center, Inc.

**MORTGAGE  
FOR REAL PROPERTY ACQUIRED OR IMPROVED  
IN WHOLE OR IN PART WITH CDBG FUNDS**

This mortgage made by and between **Marion County**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Mortgagee") and **Marion County Children's Advocacy Center, Inc.**, 2800 NE 14<sup>th</sup> Street, Ocala, Florida 34480 ("Mortgagor").

WHEREAS, Mortgagee is the recipient of grant funds administered by the Florida Department of Economic Opportunity from the U.S. Department of Housing and Urban Development ("HUD") and Community Development Block Grant CARES ("CDBG-CV"); and

WHEREAS, pursuant to law, HUD has made available to Mortgagor, through Mortgagee, certain funds to be used in the renovation of certain real property described herein and the buildings located thereon for services and for low- and moderate-income CDBG eligible people and families; and

WHEREAS, the use of the property qualifies under the CDBG program as meeting one of the national objectives in 24 CFR 570.208 and is not a building for the general conduct of government; and

WHEREAS, upon completion of the project Mortgagor will use the building to serve low and moderate income and/or presumed benefit persons. This Project qualifies as a CDBG Public Facility Project as stated in the provisions of CFR 570.208 and in accordance with the separate agreement between Mortgagor and Mortgagee executed February 21, 2023, entitled Marion County Standard Professional Services Agreement Community Development Block Grant Program - CARES Act (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Marion County, Florida, more particularly described as follows:

**Address:** 2800 NE 14<sup>th</sup> Street, Ocala, Florida 34470

**P.I.D. #** 26784-006-00

The West 1/2 of the following legally described property:

That portion of the North 293.00 feet of the West 1/2 of the NE 1/4 of the SW 1/4 lying West of the West Boundary of the following parcel:

Beginning at a concrete monument on the South right of way line of McDonald Road (N.E. 14th Street, 66.00 feet wide), said point of beginning being S.88°34'W. Along the North boundary of the NE 1/4 of the SW 1/4, 714.70 feet from the Northeast corner thereof and South 33.30 feet; thence from said point of beginning, S.88°34'W. along the right of way line of McDonald Road, 60.00 feet; thence South 260.00 feet; thence N88°34'E. 60.00 feet; thence North 260.00 feet to the point of beginning. All being in Section 10, Township 15 South, Range 22 East, Marion County, Florida.

LESS AND EXCEPT the West 25.00 feet lying within the right of way of N.E. 28<sup>th</sup> Avenue. AND LESS AND EXCEPT the right of way for N.E. 14th Street. AND LESS AND EXCEPT Beginning at the intersection of the East right of way line of N.E. 28th Avenue (55.00 feet wide), with the existing South right of way line of N.E. 14th Street (66.00 feet wide).

1. Thence East along said South right of way line a distance of 253.99 feet
2. Thence South 12.00 feet
3. Thence West along a line that is 12.00 feet South of the parallel with said existing South right of way line of N.E. 14th Street, a distance of 233.99 feet
4. Thence Southwesterly 28.66 feet, more or less, to a point on the East right of way line of N.E. 28th Avenue (55.00 feet wide)
5. Thence North along said East right of way line 32.00 feet to the point of beginning.

All lying and being in Section 10, Township 15 South, Range 22 East. Marion County, Florida. TOGETHER WITH a 5.00-foot-wide permanent utility easement and temporary construction easement lying South of and adjacent to the above described property.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered

into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property").

Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. CDBG funds in the amount of **Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00)** have been provided to or for the benefit of Mortgagor to assist in the expansion and renovation of the Mortgaged Property.
3. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as Mortgagee has agreed to accept in writing, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.
4. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
5. This Mortgage shall terminate upon the repayment of the CDBG funds. This Mortgage shall expire upon ten (10) years from the date of execution. Upon termination or expiration, Mortgagee shall execute a release of mortgage and lien which shall be recorded in the public records of Marion County, Florida.
6. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.

7. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
8. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
9. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
10. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, an other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
11. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
12. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.
13. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at

the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.

14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:
  - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and
  - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issue and profits actually received by Mortgagee.

15. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.

16. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within six (6) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.
17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
18. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
  - A) Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
  - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
  - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
  - D) Accept additional security of any kind; and
  - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

19. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
20. Mortgagor hereby waives all right of homestead exemption if any, in the Mortgaged Property.
21. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.
22. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
23. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with HUD regulations and with written approval by Mortgagee.
24. COMPLIANCE WITH ENVIRONMENTAL LAWS:
  - A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
  - B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.

C) Indemnification.

- (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including strict liability), damages, injuries, expense (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Super lien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.
- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or
- (2) Any complaint, order, citation or notice with regard to air emission, water discharges; or
- (3) Any other environmental, health or safety matter affecting Mortgagor;

(All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the

Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

- 25) Breach: Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.
- 26) In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.
- 27) The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.
- 28) Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

*[This portion of page intentionally blank. Signatures to follow.]*

FY 2021-2022 DEO CDBG-CV Grant  
Marion County Children's Advocacy Center, Inc. Kimberly Center  
Expires: September 30, 2023  
Community Services

Exhibit C

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the 27 day of FEB 2023

**WITNESS:**

Signed, sealed, and delivered  
in our presence as witnesses:

Marion County Children's Advocacy  
Center, Inc., a Non-Profit Corporation

[Signature]  
Witness Signature

CHANCE RICH  
Witness Name Printed

[Signature]  
Witness Signature

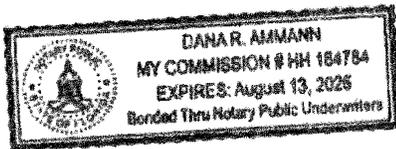
Dawn Bell  
Witness Name Printed

By: [Signature]  
Printed Name: Dawn Wiskate  
Its: Executive Director

**STATE OF FLORIDA  
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27<sup>th</sup> day of February, 2023 (year), by Dawn Wiskate (name of person) as Exec Director (type of authority, e.g. officer, trustee, attorney in fact) for Kimberly's Center (name of party on behalf of whom instrument was executed).

(SEAL)



[Signature]  
Signature - Notary Public

Print Name: Dana R. Ammann

My Commission Expires: 8/13/2025

PROMISSORY NOTE

\$505,729.00

DATED: Feb 27, 2023

**FOR VALUE RECEIVED**, the undersigned (the "Borrower") promises to pay to Marion County, a political subdivision of the State of Florida, CDBG Fund, Marion County, Florida, its successors or assigns ("Lender"), the principal sum of **Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00) or such other amount as may be advanced by Lender from time to time hereunder**, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinancing of the collateral securing this note to Marion County, or if structure is used for purposes other than the stated goals listed within the contract for services.

This Note and all other obligations of the Borrower, including the agreement entered into between the parties entitled Marion County Standard Professional Services Agreement Community Development Block Grant Program – CARES Act (the "Agreement") are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage For Real Property Acquired Or Improved In Whole Or In Part With CDBG Funds (the "Mortgage") held by Lender. The terms and conditions contained in the Agreement and the Mortgage are incorporated herein and made a part hereof as fully as if set forth herein. This Note, the Agreement and the Mortgage are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A) Maturity. The purpose of this Note is to provide Borrower CDBG grant funds for the expansion and renovation of real property, and the construction of a Public Facility building, for low and moderate income and/or presumed benefit persons, CDBG eligible people and families. The maturity date of this Note shall be February 21, 2033.
- B) Termination. This Note shall terminate upon the repayment of the CDBG funds. If there has been no default by Borrower under the terms of this Note, this Note shall expire upon ten (10) years from the date of its execution whether or not Borrower has repaid the grant funds provided by Lender.
- C) Where to Make Payment. Sums due under this Note shall be payable to the Marion County CDBG Grant, Marion County, Florida, 2710 E. Silver Springs Blvd., Ocala, Florida 34470, or such other place as the Note holder may designate.
- D) Prepayment. Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to make any payment due under this

Note within fifteen (15) days of the due date; or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.  
Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.
4. Relationship of Borrower and Lender.  
Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of lender and borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.
5. Costs/Attorney's Fees.  
Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.
6. Waiver.  
Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:
  - A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
  - B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
  - C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
  - D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
  - E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any,

to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.

F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.

G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

7. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.

B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.

C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A waiver or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

8. Waiver of Jury Trial. Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

9. Governing Law. This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

FY 2021-2022 DEO CDBG-CV Grant  
Marion County Children's Advocacy Center, Inc. Kimberly Center  
Expires: September 30, 2023  
Community Services

Exhibit C

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered  
in our presence as witnesses:

Marion County Children's Advocacy Center, Inc.,  
a Non-Profit Corporation

[Signature]  
Witness Signature

CHARLES RICH  
Witness Name Printed

[Signature]  
Witness Signature

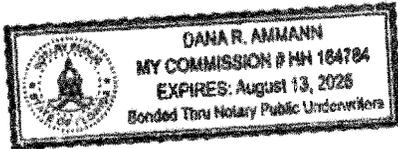
Dora Bell  
Witness Name Printed

By: [Signature]  
Printed Name: Dawn Westgate  
Its: Executive Director

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27th day of February, 2023 (year), by Dawn Westgate (name of person) as Exec Director (type of authority, e.g. officer, trustee, attorney in fact) for Kimberly's Center (name of party on behalf of whom instrument was executed).

(SEAL)



[Signature]  
Signature - Notary Public

Print Name: Dana R. Ammann

My Commission Expires: 8/13/2028

**PROPERTY LEGAL DESCRIPTION**

LOCATION: 2800 NE 14<sup>th</sup> Street, Ocala, Florida 34470

PARCEL ID #: 26784-006-00

The West 1/2 of the following legally described property:

That portion of the North 293.00 feet of the West 1/2 of the NE 1/4 of the SW 1/4 lying West of the West Boundary of the following parcel:

Beginning at a concrete monument on the South right of way line of McDonald Road (N.E. 14th Street, 66.00 feet wide), said point of beginning being S.88°34'W. Along the North boundary of the NE 1/4 of the SW 1/4, 714.70 feet from the Northeast corner thereof and South 33.30 feet; thence from said point of beginning, S.88°34'W. along the right of way line of McDonald Road, 60.00 feet; thence South 260.00 feet; thence N88°34'E. 60.00 feet; thence North 260.00 feet to the point of beginning. All being in Section 10, Township 15 South, Range 22 East, Marion County, Florida.

LESS AND EXCEPT the West 25.00 feet lying within the right of way of N.E. 28<sup>th</sup> Avenue. AND LESS AND EXCEPT the right of way for N.E. 14th Street. AND LESS AND EXCEPT Beginning at the intersection of the East right of way line of N.E. 28th Avenue (55.00 feet wide), with the existing South right of way line of N.E. 14th Street (66.00 feet wide).

6. Thence East along said South right of way line a distance of 253.99 feet
7. Thence South 12.00 feet
8. Thence West along a line that is 12.00 feet South of the parallel with said existing South right of way line of N.E. 14th Street, a distance of 233.99 feet
9. Thence Southwesterly 28.66 feet, more or less, to a point on the East right of way line of N.E. 28th Avenue (55.00 feet wide)
10. Thence North along said East right of way line 32.00 feet to the point of beginning.

All lying and being in Section 10, Township 15 South, Range 22 East, Marion County, Florida. TOGETHER WITH a 5.00 foot-wide permanent utility easement and temporary construction easement lying South of and adjacent to the above described property.

*FY 2021-2022 DEO CDBG-CV Grant  
Marion County Children's Advocacy Center, Inc. Kimberly Center  
Expires: September 30, 2023  
Community Services*

**Exhibit E**

***State of Florida  
Department of Economic Opportunity  
Federally-Funded  
Community Development Block Grant  
CARES (CDBG-CV) Subgrant Agreement  
between DEO and Marion County***

**State of Florida  
Department of Economic Opportunity**

**Federally-Funded Community Development Block Grant CARES (CDBG-CV)  
Subgrant Agreement**

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and the Marion County, Florida, hereinafter referred to as the "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (CARES Act) makes available \$5 billion in Community Development Block Grant coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD.

WHEREAS, DEO is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, DEO is authorized to distribute CDBG-CV funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Recipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

**(1) Scope of Work.**

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables and Part 4 and Appendix A from Part 9 of the Recipient's Florida CDBG-CV Application for Funding submitted by the Recipient on November 1, 2021.

**(2) Incorporation of Laws, Rules, Regulations, and Policies.**

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.0081(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

**(3) Period of Agreement.**

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on September 30, 2023 (the "Expiration Date"), unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

**(4) Modification of Agreement.**

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO may take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

**(5) Records.**

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by DEO. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement,

including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall comply with the following procedures:

1. Funds that are advanced to a Recipient pursuant to this Agreement ("Advanced Funds") shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Recipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Recipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

**(6) Audit Requirements.**

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at [www.FloridaJobs.org/CDBGRecipientInfo](http://www.FloridaJobs.org/CDBGRecipientInfo) or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

**(7) Reports.**

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement.

The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

**(8) Monitoring.**

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B - Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

**(9) Liability.**

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors; provided, however, that Recipient shall not indemnify, defend, and

hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

(e) Further, Recipient shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Recipient's products or DEO's operation or use of Recipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Recipient's opinion is likely to become the subject of such a suit, Recipient may, at Recipient's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Recipient is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Recipient shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

(f) Recipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Recipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Recipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Recipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Recipient or its affiliates to the State against any payments due Recipient under any Agreement with the State.

**(10) Events of Default.**

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO 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:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

**(11) Remedies.**

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) of this Agreement, Notice and Contact;

(b) Begin any 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) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
  - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
  - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

**(12) Dispute Resolution.**

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO's Agency Clerk. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**(13) Termination.**

- (a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.
- (d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.
- (e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(14) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Lariesha.Wilson, Government Operations Consultant II  
Florida CDBG-CV Program  
Department of Economic Opportunity  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508  
Telephone: (850) 717-8425 – Fax: (850) 922-5609  
Email: Lariesha.Wilson@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Recipient Project Contact for this Agreement is:

Cheryl Martin, Community Service Director  
Marion County  
601 Southeast 25<sup>th</sup> Avenue  
Ocala, Florida, 34471  
Telephone: (352) 671-8700  
Email: cheryl.martin@marionfl.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative shall be provided as stated in Paragraph (14) of this Agreement.

**(15) Contracts.**

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Recipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

**(16) Terms and Conditions.**

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**(17) Attachments.**

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

- Attachment A – Project Description and Deliverables
- Attachment B – Project Detail Budget (Example)
- Attachment C – Activity Work Plan (Example)
- Attachment D – Program and Special Conditions
- Attachment E – Project Specific Conditions
- Attachment F – State and Federal Statutes, Regulations, and Policies
- Attachment G – Civil Rights Requirements
- Attachment H – Reports
- Attachment I – Warranties and Representations
- Attachment J – Audit Requirements
  - Exhibit 1 to Attachment J – Funding Sources
- Attachment K – Audit Compliance Certification
- Attachment L – CDBG-CV Subrogation Agreement

**(18) Funding/Consideration.**

(a) The funding for this Agreement shall not exceed Five Hundred Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$505,729.00), subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-CV funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

**(19) Repayments.**

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs  
Cashier  
107 East Madison Street – MSC 400

Tallahassee, Florida 32399-6508

**(20) Mandated Conditions.**

(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 Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation

of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form CV-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

**(21) Lobbying Prohibition.**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that 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 as described in this Paragraph (21), above.

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. 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.

**(22) Copyright, Patent, and Trademark.**

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(23) Legal Authorization.**

(a) The Recipient 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 Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**(24) Public Record Responsibilities.**

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO 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 by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient"), the Recipient shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient of the request as soon as practicable, and the Recipient must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall 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 Agreement term and following completion of the Agreement if the Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

**(25) Employment Eligibility Verification**

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee

retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

- (c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**(26) Program Income.**

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form CV-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

**(27) Independent Contractor.**

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and

necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**(28) Executive Order 21-223**

Pursuant to State of Florida Executive Order Number 21-223, Recipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Recipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded Subgrant Agreement**  
**Signature Page**

Subgrant Contract Number: 22CV-E13

FLAIR Contract Number: H2470

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

**Marion County, Florida**

**Department of Economic Opportunity**

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature) (Authorized Signature)

Name:                     Craig Curry                     Name:                     Meredith Ivey                    

Title:                     Chairman                     Title:                     Chief of Staff                    

Federal Tax ID#:                     59-6000735                    

Unique ID #:                     W1D5KGJJGJZ7                    

Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the Parties

Office of the General Counsel  
Department of Economic Opportunity

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

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

## Attachment A – Project Description and Deliverables

EXHIBIT E

**1. PROJECT DESCRIPTION:** Marion County ("Recipient") has been selected to participate in the CDBG-CV Program. The Recipient will use CDBG-CV funds to renovate the Kimberly's Center for Child Protection ("Kimberly Center") building located in Marion County and to expand the capacity of the Kimberly's Center to deliver time-sensitive, comprehensive trauma services to child abuse victims in a safe and efficient manner.

Allegations of child physical abuse, child sexual abuse, child neglect, human trafficking involving minors, and children exposed to domestic violence made to the Florida Child Abuse Hotline, Department of Children and Families, and/or law enforcement are cross reported to Kimberly's Center when the victims reside in Marion County. Kimberly's Center serves as the hub for coordination and delivery of the resulting medical examination of injuries (and follow-up treatment services), interview, crisis intervention, therapeutic counseling, and child advocacy services necessary to support the completion of comprehensive, yet sensitive investigation. Kimberly's Center also provides child advocates to support the child as the case navigates through the safety planning and, if applicable, judicial process. Through this centralized approach, Marion County ensures response to child abuse allegations is trauma-informed and victim-centered.

Kimberly's Center was challenged to meet the demand for the physical space needed to deliver services prior to the pandemic, and sadly, child abuse did not slow or cease during the coronavirus pandemic. In response to coronavirus (COVID-19), certain aspects of service coordination and delivery were transformed – those which could be provided in a child-focused and trauma-informed manner without impacting the quality or accuracy of the investigation, response, or treatment service are delivered virtually or through creative scheduling. There are key elements of child abuse response, investigation, and intervention which must be delivered in person. For example, some medical examinations of abuse injuries cannot be accomplished through telemedicine. Additionally, the trust and rapport built between response professional and the child victim in the immediate aftermath of an abuse allegation is best facilitated in person. As the initial crisis and trauma is addressed, and the child begins to thrive, it is sometimes possible to maintain the level of progress towards healing through virtual counseling and even medical follow-up sessions, but depending upon the severity of the abuse and trauma index some treatment modalities require in person formats, such as the highly effective best practice Eye Movement Desensitization and Reprocessing ("EMDR"). The frequency and thoroughness of facility cleaning and disinfection has been intensified, but the facility is simply not adequate to accommodate social distancing, isolation when necessary, and continuity of operations during disinfection and decontamination of waiting areas and treatment rooms. Kimberly's Center is also the contracted provider for the Trauma Intervention and Advocacy Program which provides for the emotional and physical needs of children who are transitioning into the foster care system or another out of home placement. The children served through this program has increased during the pandemic, but the space available for the program is less than 500 square feet which does not permit adequate social distancing and creates challenges for cleaning, disinfection, and, if necessary, decontamination.

The Project will provide additional space to accommodate social distancing and isolation standards designed to minimize the risk of coronavirus exposure and transmission between staff, clients, and partners during the completion of the child's medical examination, forensic interview, therapeutic interventions, and advocacy services. The Project will include a renovation of approximately 1,000 square feet which will repurpose the current lobby as it will be re-locating into the additional space. Associated site work will include repositioning of general parking, handicapped parking, parking islands, sidewalks and the front entry of the facility.

**2. RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget ("Project Detail Budget"), subject to the approval of DEO and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.

**3. DEO'S RESPONSIBILITIES:** DEO shall receive and review the Project Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Recipient's pertinent invoices in compliance with the invoice procedures

**Attachment A – Project Description and Deliverables**

**EXHIBIT E**

of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

**4. DELIVERABLES:**

The Recipient agrees to provide the following services as specified:

<b>Deliverable No. 1 – Construction</b>		
<b>Tasks</b>	<b>Minimum Level of Service (to Submit a Request for Payment)</b>	<b>Financial Consequences</b>
The Recipient shall complete construction as detailed in Section 1 of this Scope of Work.	Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.  *Mobilization refers to a contractor's mobilization of equipment, materials, and barriers to the work site(s).	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
<b>Total Award Not to Exceed: \$505,729.00</b>		

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## Attachment D – Program and Special Conditions

EXHIBIT E

### Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
  - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Request approval for all professional service contracts; and
    - Submit an initial payment request for administrative services, if applicable.
  - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
    - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
    - Request a wage decision(s) using DEO form CV-56 for applicable construction activities if points were received on the application for "Readiness to Proceed;"
  - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.
  - d. If the Recipient did not receive points for "Readiness to Proceed," it must request a wage decision(s) using DEO form CV-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detail Budget, Attachment A- Project Description and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm's experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the "responsibility" of a firm when determining the "low, responsive, responsible bidder" for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
  - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
  - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;

## Attachment D – Program and Special Conditions

EXHIBIT E

- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
  - d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
  - e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;
  - f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and
  - g. Any RFP which includes more than one service shall provide the following:
    - Proposals may be submitted for one or more of the services;
    - Qualifications and proposals shall be separately stated for each service; and
    - Separate evaluations shall be done on the proposals for each service.If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
  7. The Recipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
  8. A Recipient may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
  9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.
  10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
  11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to DEO for review:
    - a. A copy of the Request for Proposals (RFP);
    - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
    - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
    - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
    - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

## Attachment D – Program and Special Conditions

EXHIBIT E

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-CV funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed \$5,000, the Recipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.
  - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
  - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

## Attachment D – Program and Special Conditions

EXHIBIT E

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project.

14. For construction projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents:
  - a. A copy of the bid advertisement, including an affidavit of publication;
  - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
  - c. A copy of the bid tabulation sheet;
  - d. A copy of the engineer's recommendation to award;
  - e. A letter requesting sole source approval, if applicable;
  - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
  - g. Completed copies of the following forms for all prime contractors and subcontractors:
    - Form CV-51 – Bidding Information and Contractor Eligibility;
    - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
    - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
    - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
    - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
    - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

## Attachment D – Program and Special Conditions

EXHIBIT E

16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form CV-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For construction projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
  - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Recipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
  - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
  - The CDBG-CV portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-CV funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-CV-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

## Attachment D – Program and Special Conditions

EXHIBIT E

25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S.
26. Any payment by the Recipient using CDBG-CV funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

### Special Conditions

Not Applicable.

## Attachment E – Project Specific Conditions for Housing Rehabilitation

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG-CV funds. If a National Objective is not met for a service area, all CDBG-CV funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG-CV funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
  - a. The name of the owner, the address of the property, and family size;
  - b. The method and source documentation used to verify household income;
  - c. Documentation that the income of the household is below Section 8 income limits based on family size;
  - d. The method and source documentation used to verify home ownership; and
  - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-CV-funded activity:
  - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
  - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
  - c. The name of each head of household, owner's name (if different), and address of each housing unit hooked up to water or sewer service with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV funds spent on that housing unit; and
  - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White,	7) Asian and White,
2) African American,	8) African American and White,
3) Asian,	9) American Indian/Alaskan Native and African American, or
4) American Indian or Alaskan Native,	10) Other Multi-Racial; and
5) Native Hawaiian/Pacific Islander,	11) If the head of household is Hispanic
6) American Indian or Alaskan Native and White	

5. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the “National

## Attachment E – Project Specific Conditions for Housing Rehabilitation

Objective” of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG-CV funds received for the activity must be repaid.

6. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.
7. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.
8. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.
9. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
10. Rehabilitation of all housing units funded in part or in full with CDBG-CV funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
11. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG-CV funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.
12. When CDBG-CV funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
  - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property's impervious surface;
  - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;
  - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
  - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG-CV funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and
  - e. All structures on the property shall be demolished or relocated out of the floodplain.
13. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. § 570.487 and 24 C.F.R. part 35, Subparts B, J, and R. A Recipient can

## Attachment E – Project Specific Conditions for Housing Rehabilitation

- request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:
- a. Prohibit the use of lead-based paint;
  - b. Notify potential beneficiaries of the hazards of lead-based paint;
  - c. Inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
  - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
  - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
  - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
14. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 C.F.R. Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
- a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
  - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
  - c. Removal of asbestos by a licensed asbestos contractor.
15. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.
16. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.
17. To document completion of construction, each housing unit case file shall contain the following information:
- a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
  - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
  - c. A copy of the contractor's license;

## Attachment E – Project Specific Conditions for Housing Rehabilitation

- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
  - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
14. If homes to be rehabilitated with CDBG-CV grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
- a. Name of each head of household and address of each housing unit rehabilitated with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV and non-CDBG-CV funds spent on that housing unit;
  - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;
  - c. The number of occupants in the household, categorized by gender; and
  - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
    - 1) White,
    - 2) African American,
    - 3) Asian,
    - 4) American Indian or Alaskan Native,
    - 5) Native Hawaiian/Pacific Islander,
    - 6) American Indian or Alaskan Native and White
    - 7) Asian and White,
    - 8) African American and White,
    - 9) American Indian/Alaskan Native and African American, or
    - 10) Other Multi-Racial; and
    - 11) If the head of household is Hispanic

## Attachment E – Project Specific Conditions for Economic Development

1. This project must meet the “Public Benefit Standards” by having a cost per job (subgrant amount divided by total full-time equivalent jobs created) of less than \$35,000. For each contracted job (See Attachment A – Project Descriptions and Deliverables.) not created, the Recipient shall repay DEO \$35,000.
2. This project must meet a “National Objective” by having at least 51 percent of all jobs created being held by persons from low- and moderate-income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG-CV funds drawn down, except for funds expended for subgrant administration, unless DEO, in its sole, reasonable discretion, determines the Recipient is at fault for the failure to meet this National Objective.
3. The Recipient shall enter into a Participating Party Agreement with each Participating Party in accordance with the terms of this Agreement. The Recipient shall include in each Participating Party Agreement that the Participating Party agrees to perform the specific activities described in the Subgrant Application and this Agreement, and each Participating Party Agreement must include at a minimum the following provisions:
  - a. The Participating Party shall create and/or retain and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs to be held by members of low- and moderate-income families as specified on Forms E-3 (if applicable for job retention) and E-4 of the Recipient's Application for Funding, Attachment A – Project Description and Deliverables of this agreement and on the Project Detail Budget. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Recipient's Application for Funding, Attachment A – Project Description and Deliverables of the Subgrant Agreement and on the Attachment B - Project Detail Budget are created and/or retained, 51 percent of those jobs shall be made available to members of low- and moderate-income families. These jobs shall be created and/or retained no later than the termination date of the Recipient's Subgrant Agreement, as it may be amended. Documentation shall be the CDBG-CV Program Pre-Employment Household Income Certification Form, Form CV-50, for each job created or retained, and a certified payroll that verifies that the jobs documented on the forms were filled at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by the Participating Party for a period of six years following the completion of review and clearance of a final audit for this Agreement;
  - b. The Participating Party must comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Participating Party in conjunction with the Subgrant Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, F.S. is an act of default and cause for the unilateral cancellation of the Participating Party Agreement and the Subgrant Agreement;
  - c. The Participating Party agrees that any failure to: (i) create, retain, or cause to be created and/or retained the number of jobs listed in the Recipient's Subgrant Agreement to be held by members of low- and moderate-income families; (ii) satisfactorily document the creation and/or retention of the agreed upon number of jobs to be held by members of low- and moderate-income families, or (iii) to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Recipient's Application is an act of default;
  - d. The Participating Party shall provide any training necessary to equip members of low- and moderate-income families with the skills required to obtain or retain the full-time equivalent jobs created and/or retained through the Recipient's Subgrant Agreement;

## Attachment E – Project Specific Conditions for Economic Development

- e. The Participating Party shall expend at a minimum the amount of leverage referenced on Form L-1 of the Application for Funding and on the Attachment B - Project Detail Budget. The funds must be expended on project related costs, and the Participating Party shall furnish documentation of expenditures. Construction costs shall not be expended until after DEO issues the Authority to Use Grant Funds, but administrative and engineering costs, including costs for conducting the environmental review, can be expended after the site visit. This documentation shall be provided to the Recipient in a form and content satisfactory to DEO that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Application for Funding. This documentation shall be provided to the Recipient as the expenditures occur;
- f. The Participating Party shall ensure that one or more buildings are constructed which shall accommodate, at a minimum, the facility described in the Subgrant Application (the "Participating Party Facility"). The building(s) shall remain titled in the name of the Participating Party until all requirements in paragraph 3a. above have been satisfied;
- g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 25 percent, 50 percent, 75 percent, and 100 percent complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be included in the Activity Work Plan, Attachment C to this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement;
- h. Participating Party attests that the assisted activity *will/will not* result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;
  - (i) The Participating Party certifies from that neither it, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant loss of job(s) as defined in 24 C.F.R. § 570.482(h);
  - (ii) The Participating Party agrees to reimburse the Recipient any CDBG-CV assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 C.F.R. § 570.482(h).
- i. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. The Participating Party shall deliver each report to the Recipient no later than the end of each quarter, until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
- j. The Participating Party shall notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;
- k. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

## Attachment E – Project Specific Conditions for Economic Development

- l. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;
  - m. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
  - n. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
  - o. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG-CV funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate-income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one (1) year following the completion of the CDBG-CV funded infrastructure, whichever comes first.
5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Attachment B - Project Detail Budget.
6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.  
  
Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

## Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis-Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

**Attachment F – State and Federal Statutes, Regulations, and Policies**

34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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## Attachment G – Civil Rights Requirements

### Fair Housing

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website;
- 4) Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken, and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each year; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

## Attachment G – Civil Rights Requirements

### Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and
- 4) Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-CV-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

### Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities;
  - b) Has a record of such an impairment; or
  - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and

## Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

## Attachment G – Civil Rights Requirements

### *Section 3 Required Language*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

### **Whistleblower Protection**

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

## Attachment G – Civil Rights Requirements

### Civil Rights Regulations

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that Marion County shall comply with all the provisions and Federal regulations listed in this attachment.

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

Name: Craig Curry

Title: Chairman

## Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-CV-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
  - b. Documentation of any leverage expended after the last on-site monitoring visit;
  - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
  - d. Documentation that all citizen complaints related to the project have been resolved;
  - e. A list of the homes receiving direct benefit, if applicable; and,
  - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
  - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
  - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

## Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through DEO's SERA reporting system by July 31, annually. DEO maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

8. All forms referenced herein are available online at [www.FloridaJobs.org/CDBG/RecipientInfo](http://www.FloridaJobs.org/CDBG/RecipientInfo) or upon request from the DEO grant manager for this Agreement.

## Attachment I – Warranties and Representations

### Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

### Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (See 2 C.F.R. § 200.318(c)(1).)

### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

## Attachment J – Audit Requirements

EXHIBIT E

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

## Attachment J – Audit Requirements

EXHIBIT E

### PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

### PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
  - A. Department of Economic Opportunity  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA-RWB@deo.myflorida.com](mailto:FMA-RWB@deo.myflorida.com)
  - B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

## Attachment J – Audit Requirements

EXHIBIT E

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
  - A. DEO at the following address:  
  
Electronic copies: [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)
  - B. The Auditor General's Office at the following address:  
  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450  
  
Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

### PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

## Exhibit 1 to Attachment J – Funding Sources

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

<b>Federal Awarding Agency:</b>	U.S. Department of Housing and Urban Development
<b>Federal Funds Obligated to Recipient:</b>	\$505,729.00
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
<b>Catalog of Federal Domestic Assistance Number:</b>	14.228
<b>Project Description:</b>	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.

*This is not a research and development award.*

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

**Federal Program**

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** *N/A*

**Matching Resources for Federal Programs:** *N/A*

**Subject to Section 215.97, Florida Statutes:** *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**  
*N/A*

NOTE: Title 2 C.F.R. § 200.332 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

### Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to <a href="mailto:audit@deo.myflorida.com">audit@deo.myflorida.com</a>.</i>	
Recipient:	
FEIN:	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</b></p>	
<p><b>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</b></p>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

## Attachment L – CDBG-CV Subrogation Agreement

**State of Florida**  
**Department of Economic Opportunity**  
**Federally-Funded Community Development Block Grant CARES (CDBG-CV)**  
**Subrogation Agreement**

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Marion County, Florida (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant CARES Act Program (the "CDBG-CV Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "CARES Act Program" and collectively, the "CARES Act Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable CDBG-CV Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-CV Program in an amount greater than the amount

### Attachment L – CDBG-CV Subrogation Agreement

Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

**Warning:** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Marion County, Florida

Department of Economic Opportunity

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature) (Authorized Signature)

Name: Craig Curry Name: Meredith Ivey

Title: Chairman Title: Chief of Staff