

**MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
EMERGENCY SOLUTIONS GRANT**

THIS MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), is made and entered into by and between **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471, ("COUNTY"), and **LOTUS MARION, INC.**, a Florida not-for-profit corporation, 1121 SW 1st Avenue, Ocala, FL 34471 FEIN: 93-4001138, ("SUBRECIPIENT") (singularly "Party," collectively "Parties").

WHEREAS, on or about July 2025, the Parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") whereby COUNTY provides Grant funds as a passthrough from the Florida Department of Children and Families (DCF) to SUBRECIPIENT for a scope of work to be carried out to provide homeless prevention services and program needs to those experiencing homelessness; and

WHEREAS, the parties seek to enter into this Agreement to reflect the FY2026-2027 funding to SUBRECIPIENT for the use of Emergency Solutions Grant "ESG" funds to cover all associated homeless prevention and administrative costs of the program managed for individuals and households through June 30, 2027.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **RECITALS.** The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.
2. **FUNDING.** The Parties confirm and agree to abide by the Funding and Scope of Work attached hereto as **EXHIBIT A, and EXHIBIT B**. This agreement reflects the funding and scope of work of the Agreement to allow for reimbursement to SUBRECIPIENT of allowable costs of up to **Two Hundred Thirty Thousand, Two Hundred Twenty-Two Dollars and Thirty-Seven Cents (\$230,222.37)**. Any funds remaining at the termination or expiration of this Agreement will revert to COUNTY. This agreement also expands the requirements from the SUBRECIPIENT as stated in Exhibit A, paragraph J.
3. **TERM.** The period for the expenditure of ESG Grant Funds allocated under the Agreement shall be expended by June 30, 2027. There shall be no extension for the expenditure of ESG Grant Funds.
4. **INFORMATION REQUIRED BY 2 C.F.R. § 200.332 & SUB-GRANT INFORMATION.**
 - A. The SUBRECIPIENT's name: **LOTUS MARION**
The SUBRECIPIENT'S Unique Entity Identifier (UEI): **ZPK1LUD68KL1**
 - B. Federal Award Identification Number ("FAIN"): **E-22-DC-12-0001**
 - C. Federal Award Date of the award to the State: **July 2026**
 - D. State Award Identification Number: **LP034**
 - E. State Award Date of the award to the COUNTY: **July 2026**
 - F. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **July 1, 2026**, and shall end on **June 30, 2027**, unless terminated earlier in accordance with the provisions of this Agreement.

- G. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **July 1, 2026**, and shall end on **June 30, 2027**.
- H. Amount of State Funds Obligated by this Agreement by the COUNTY to the SUBRECIPIENT: **Two Hundred Thirty Thousand, Two Hundred Twenty-Two Dollars and Thirty-Seven Cents (\$230,222.37)**.
- I. Total Amount of State Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: **Two Hundred Thirty Thousand, Two Hundred Twenty-Two Dollars and Thirty-Seven Cents (\$230,222.37)**.

Title	Year	Amount	Project
ESG Grant	2026	\$230,222.37	Street Outreach/Emergency Shelter/ RRH
TOTAL		\$230,222.37	

- J. Total Amount of the State Award committed to the SUBRECIPIENT by the COUNTY: **Two Hundred Thirty Thousand, Two Hundred Twenty-Two Dollars and Thirty-Seven Cents (\$230,222.37)**.
- K. State award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): LOTUS MARION will use these funds for rapid-rehousing services, outreach and program needs for the residents they serve through their homeless prevention program.
- L. Contact information:
- Name of State Awarding Agency and Contact Information: Florida Department of Children and Families, 2415 N Monroe Street, Suite 400, Tallahassee, Florida 32303
 - Contact Information for the COUNTY: Roberta Cincotti, Continuum of Care Manager, Marion County Community Services, 2710 E. Silver Springs Blvd., Ocala, Florida 34471
 - Contact Information for the SUBRECIPIENT: Brittany Cecil, Finance and Compliance Director, Lotus Marion, 1121 SW 1st Avenue, Ocala, FL 34471.

M. Assistance Listing Number and Title:

ALN #	Title	Year	Amount
14.704	ESG Grant	2026	\$230,222.37
TOTAL			\$230,222.37

- N. The amount made available under the award and the Assistance Listings Number at the time of disbursement is **Two Hundred Thirty Thousand, Two Hundred Twenty-Two Dollars and Thirty-Seven Cents (\$230,222.37)**.
- O. This sub-award is a program grant and not for Research and Development.

P. The Subrecipient agrees to expend, invoice, and request reimbursement for at least fifty percent (50%) of the total funds awarded no later than January 15, 2027, unless otherwise approved in writing by the County.

If the Subrecipient has not met the fifty percent (50%) expenditure benchmark by January 15, the County may review the Subrecipient's spending progress, program performance, client service needs, and ability to fully expend the remaining funds within the contract period.

Based on that review, the County may reduce or reallocate a portion of the Subrecipient's unspent funds to another approved provider.

Failure to meet the January 15, 2027, date does not automatically result in reallocation; however, it may be used as a basis for funding adjustments to ensure timely expenditure of funds and continued delivery of eligible services.

5. **AMENDMENTS.** Amendments to this Agreement shall be in the form of writing signed by both parties. COUNTY authorizes its Director of Community Services to execute any amendment so long as there is no increase in the total amount of funding.
6. **MISCELLANEOUS.**
 - A. All provisions of the Agreement not specifically amended herein shall remain in full force and effect. All other terms and conditions not otherwise changed are ratified and affirmed.
 - B. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A - Funding and Scope of Work

Exhibit B - DCF Unified Contract LP034

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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.

WITNESS:

Alison 7/29/26
Witness Signature Date
Alison Vazquez
Print Name
1121 SW 1st Ave Ocala, FL
Witness Address 34471

Brittany Cecil 7/29/26
Witness Signature Date
Brittany Cecil
Print Name
1121 SW 1st Ave Ocala, FL 34471
Witness Address

LOTUS MARION, INC.

By: Sara Lambert
Print Name: Sara Lambert
Title: President
Date: 7/29/26

ATTEST:

Gregory C. Harrell, Clerk of Court
Date: _____

MARION COUNTY, a political subdivision
of the State of Florida

By: _____
Carl Zalak III, Chair
Date: _____

For Use and Reliance of Marion County
Only, Approved as to Form and Legal
Sufficiency

Matthew G. Minter
Matthew G. Minter, County Attorney

FUNDING AND SCOPE OF WORK

- A. **PURPOSE OF ESG GRANT.** Provide housing, prevention services, and program needs included in the CoC Plan.
- B. **OBJECTIVE OF THE EMERGENCY SOLUTIONS GRANT PROGRAM.** To provide emergency shelter to homeless persons; engage individuals living on the street through street outreach activities; provide homeless prevention services to enable those in danger of losing their home to remain stably housed; and provide rehousing and wrap around services to help those who are homeless become stably housed.
- C. **CATCHMENT AREA.** For purposes of this Agreement, services shall occur within Marion COUNTY. Therefore, all eligible citizens living within Marion County shall be assisted.
- D. **HOURS AND LOCATION.** The location and service times of SUBRECIPIENT are:

Lotus Marion, Inc.
1121 SW 1st Avenue, Ocala, FL 34471
Hours of Operation: 9:00 am to 5:00 pm

Any change in location and/or service time shall require a written request to COUNTY and approval prior to the time change.

- E. **CLIENTS TO BE SERVED.** Applicable definitions for individuals who are eligible for services under ESG Grants are found in 24 CFR Part 576.2 and defined as "homeless" or "at risk of homelessness".
- F. **SUBRECIPIENT** agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- G. Funding shall not continue beyond the end date of the grant which occurs on **June 30, 2027**, even if the Project Participant continues to have need of the assistance. SUBRECIPIENT shall submit any claims for eligible expenses within thirty (30) days after the calendar month in which the expenses are incurred or paid by SUBRECIPIENT or COUNTY may deny payment.
- H. SUBRECIPIENT shall submit Reimbursement/Payment requests to COUNTY for actual costs invoiced to SUBRECIPIENT in carrying out the Project as described in Sections I and J.
- I. SUBRECIPIENT shall submit supporting documentation with each request for reimbursement/payment to SUBRECIPIENT in carrying out the Project as described in Section J below. COUNTY shall render approval or disapproval of services within a maximum of five (5) working days of receipt of the request for reimbursement/payment unless otherwise stated in the Agreement. A "Request for Reimbursement/Payment" form shall be provided to SUBRECIPIENT by COUNTY.
- J. **REIMBURSEMENT REQUEST FORM:**
 - a. Supporting documentation for all expenses for which reimbursement is requested, in accordance with the Rollup Packet and Backup Documentation
 - b. Client Tracking software with HMIS number
 - c. HMIS Caper Report
 - d. Invoice & Match Report

EXHIBIT A

- K. Should SUBRECIPIENT fail to submit adequate supporting documentation with each request for reimbursement/payment as required by COUNTY in a timely manner, COUNTY may disapprove the request.
- L. Within thirty (30) days after completion of all services to be performed by it, SUBRECIPIENT shall 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 in COUNTY's 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
- M. SERVICE TASKS. The tasks to be performed under this Agreement must comply with the written standards and all applicable rules, regulations, and policies related to the ESG Grant program. The following are allowable activities under this Agreement, as defined in 24 CFR Part 576, Subpart B.
- N. PERFORMANCE MEASURES. The SUBRECIPIENT shall make reasonable and timely efforts to expend contracted funds. Spending performance will be reviewed by the County on a quarterly basis. If the County determines that the Provider is not adequately spending down allocated funds or is significantly underspending without sufficient justification, the County may issue a written notice of concern. The Provider shall have fifteen (15) calendar days from the date of notice to submit a corrective action plan. If the Provider fails to respond adequately or demonstrate improved spending performance, the County reserves the right to reallocate unspent funds to another qualified service provider to ensure continuity and effectiveness of services

Should SUBRECIPIENT be unable to meet or exceed, based on the Performance Measures, the required deliverables as outlined by DCF, any penalty assessed to COUNTY for failure to meet deliverables will be passed through to the SUBRECIPIENT. As referenced in Exhibit E Original Contract. This does include all Terms and Conditions Governing Performance outlined within the first 17 pages of the DCF Unified Contract.

- O. Quarterly Program Analysis Requirements. In compliance with this Agreement and funding obligations established by the Florida Department of Children and Families (DCF), the SUBRECEPIENT shall perform quarterly task analysis and monitoring activities encompassing the following but not limited to one or more core components: (1) provision of intensive, client-centered case management designed to address housing instability, social service engagement, treatment, recovery and behavioral health needs, and other barriers to permanency; (2) implementation of warm handoff protocols between service providers—including but not limited to emergency shelters, transitional housing, addiction and recovery providers, healthcare entities, behavioral health providers, legal aid organizations, and employment programs—to ensure uninterrupted service continuity; and (3) active participation in the local Coordinated Entry System (CES), including administration of standardized assessments (e.g., VI-SPDAT), timely and accurate data entry into HMIS, and compliance with prioritization procedures for housing placements. The Subgrantee shall submit detailed quarterly performance reports to the CoC lead agency, defined service activities, client progress metrics, and system coordination outcomes. Specific analysis requirements will be developed in collaboration with the CoC committee. Failure to comply with the reporting standards may result in corrective action, suspension or termination of this Agreement.

Q. The parties acknowledge that the COUNTY is prohibited from funding activities in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY'S actions to comply with its fair housing certification.

SUBRECEPIENT shall not use grant funds to promote "gender ideology", as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

SUBRECEPIENT agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

SUBRECEPIENT certifies that it does not operate any programs promoting diversity, equity and inclusion that violate any applicable Federal anti-discrimination laws.

SUBRECEPIENT shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment, and

Notwithstanding anything in this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

SUBRECEPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

SUBRECEPIENT understands that no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

SUBRECEPIENT shall be subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

SUBRECEPIENT understands that HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model. As stated in Section III(A)(2) of the NOFO or any FRA, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

Agreement 2026-2027 ESG Grant (DCF LP034)
SUBRECIPIENT: Lotus Marion
Expires June 30, 2027
Community Services

EXHIBIT A

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