



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
 DATE: 07/20/2023 03:43:58 PM
 FILE #: 2023092575 OR BK 8102 PGS 1820-1868
 REC FEES: \$418.00 INDEX FEES: \$0.00
 DDS: \$0 MDS: \$0 INT: \$0

FY 2019-2020 Action Plan CDBG-CV
 Marion County Children's Advocacy Center, Inc. Kimberly Center
 Expires: February 21, 2024
 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 nonprofit corporation organized under the laws of the state of Florida, whose corporate address is 2800 NE 14th Street, Ocala, Florida 34470, FEIN # 59-3575631, (hereinafter called the SUBRECIPIENT).

WITNESSETH:

WHEREAS, COUNTY receives Community Development Block Grant Program CARES Act funds (CDBG-CV) through the US Department of Housing and Urban Development ("HUD") as an Entitlement COUNTY; and

WHEREAS, the primary Community Development goal of the COUNTY's Five Year 2019-2024 Consolidated Plan for funding through HUD, and in furtherance of the national objective, is to develop viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, and/or presumed benefit; 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 through 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 14th 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-CV 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:



Certified A True Copy
 of 49 page document
 this 20 day of July 2023
 GREGORY C. HARRELL
 Clerk of Court and Comptroller
 By *[Signature]* D.C.

**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 nonprofit corporation organized under the laws of the state of Florida, whose corporate address is 2800 NE 14th Street, Ocala, Florida 34470, FEIN # 59-3575631, (hereinafter called the SUBRECIPIENT).

W I T N E S S E T H:

WHEREAS, COUNTY receives Community Development Block Grant Program CARES Act funds (CDBG-CV) through the US Department of Housing and Urban Development ("HUD") as an Entitlement COUNTY; and

WHEREAS, the primary Community Development goal of the COUNTY's Five Year 2019-2024 Consolidated Plan for funding through HUD, and in furtherance of the national objective, is to develop viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, and/or presumed benefit; 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 through 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 14th 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-CV 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 orders, including notices from the HUD.

2. **FUNDING.** The Parties mutually agree to abide by the Funding and Scope of Work attached hereto as **Exhibit B** and as outlined in the application for funding (**Exhibit C**). COUNTY agrees to pay on SUBRECIPIENT's behalf for the Project's allowable costs, not to exceed **One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00)** as detailed in **Exhibit B**. The FAIN # is: B-20-UW-12-0019, with the award date of: October 1, 2020, and a CFDA # of: 14.218. 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: \$680,729.00 which does not include any closed projects (expressed in chart below):

State of Florida Department of Economic Development Community Development Block Grant (DEO CDBG-CV)	2022	\$505,729.00	Expansion
Community Development Block Grant (CDBG-CV)	2023	\$175,000.00	Expansion
TOTAL:		\$680,729.00	

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: SLP1W6K1YQL3.
 - C. Federal Award Identification Number ("FAIN"): B-20-UW-12-0019
 - D. Federal Award Date of the award to the County: October 1, 2020
 - E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **February 21, 2023** and shall end on **February 21, 2024**, 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 **February 21, 2024**.
 - G. Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECIPIENT: **One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00)**.
 - H. Total Amount of Federal Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: **Six Hundred Eighty Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$680,729.00)**.
 - I. Total Amount of the Federal Award committed to the SUBRECIPIENT by the County: **Six Hundred Eighty Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$680,729.00)**.
 - 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. Enable 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: Dawn Westgate, Executive Director, Marion County Children's Advocacy Center, Inc., 2800 NE 14th Street, Ocala, Florida 34470
- L. Name of Federal Awarding Agency and Contact Information: U.S. Department of Housing and Urban Development (HUD), 400 W. Bay Street, Suite 1015, Jacksonville, FL 32202
- M. Contact Information for the County: Charles Rich, Community Development Administrator, Marion County Community Services, 2710 East Silver Springs Blvd., Ocala, Florida 34470
- N. Contact Information for the SUBRECIPIENT: Marion County Children's Advocacy Center, Inc., 2800 NE 14th Street, Ocala, Florida 34470
- O. Assistance Listing Number and Title:

#	Title	Year	Amount
14-218	State of Florida Department of Economic Development Community Development Block Grant (DEO CDBG-CV)	2022	\$505,729.00
14-218	Community Development Block Grant (CDBG-CV)	2023	\$175,000.00
TOTAL:			\$680,729.00

- P. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: **One Hundred and Seventy-Five Thousand Dollars and Zero Cents. (\$175,000.00).**
 - Q. This subaward is a program grant and not for Research and Development.
 - R. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.
4. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information and items as detailed in **Exhibits A and B** and follow the income qualifications as detailed in **Exhibit C**.
 5. **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. At the Director's discretion this agreement's term may be extended through the use of a Memorandum for the Record, to accomplish the scope; however, the amount of funding cannot be increased without a Supplemental Agreement.
 6. **INSURANCE.** SUBRECIPIENT will maintain general liability insurance as set forth in Section 5 of the **Exhibit A**.

7. **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.
8. **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

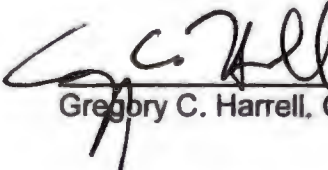
***Exhibit E – Marion County Community Services CDBG-CV
Self-Certification Form For 2022***

[Remainder of page intentionally left blank. Signature page follows.]

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

 March 21, 2023
Gregory C. Harrell, Clerk Date

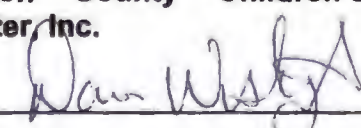
 March 21, 2023
Craig Curry, Chairman Date

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

 2/14/23
Matthew Minter, Marion County Attorney Date

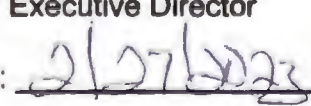
Marion County Children's Advocacy
Center, Inc.

WITNESS:

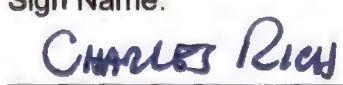
By: 

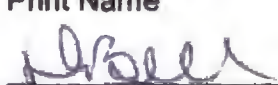
Print Name: Dawn Westgate

Title: Executive Director

Date: 

 02/27/2023
Sign Name: Date


Print Name

 2/27/23
Sign Name: Date


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 via a 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 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 One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00). 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 NESHAR 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 reservation 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 (DOL) 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.^[1] 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:
- Document attempts to notify Sub-Contractors of Davis Bacon Wage project to obtain bids;
 - Davis Bacon Wage Compliance of all Sub-Contractors;
 - 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 presumed benefit category 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 presumed benefit category 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 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. SUB-RECIPIENT 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;

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. CDBG Funds: The source of funding from COUNTY for payment of services performed under this Agreement are grants provided to COUNTY by HUD. SUBRECIPIENT agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that COUNTY 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 with 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 HUD all obligation on the part of 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 and the State of Florida 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 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 COUNTY and State, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of COUNTY or the State proximately caused. Further, SUBRECIPIENT shall fully indemnify, defend, and hold harmless the COUNTY and State 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

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 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 COUNTY under this Agreement.
- 4.) The SUBRECIPIENT will provide a financial and compliance audit to COUNTY, 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 COUNTY 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 COUNTY 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 COUNTY. The record retention period may be extended in the following circumstances:
 - 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. COUNTY 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 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, the COUNTY 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 COUNTY 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

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.
- 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

- L. 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.

M. 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

Exhibit A

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.

- N. 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.

- O. 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

Exhibit A

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.
- A. 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.
- B. 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

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

PROJECT: 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. Enable 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.

Location: 2800 NE 14th Street, Ocala, Florida

This Project qualifies as a CDBG-CV Public Services Project.

Approved Grant Budget:

CDBG-CV funding, contingent upon the completion of a successful Environmental Review. CDBG-CV funding will be provided up to a maximum of **One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00)**. 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-CV 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 and rehabilitation necessary to support additional 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 abused children who are presumed to be of low and moderate income under CDBG-CV guidelines. 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 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.

Record and Return to:

Community Development Administrator
Marion County Community Services Department
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

Rec. Fees: \$418.00
DS: \$612.50

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-CV 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 14th 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-CV eligible people and families; and

WHEREAS, the use of the property qualifies under the CDBG-CV 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-CV 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's 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 14th Street, Ocala, Florida

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. 28th 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-CV funds in the amount of **One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00)** 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-CV 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, and 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

14. 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.
15. 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.

16. 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.

17. 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.
18. 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.
19. 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

Exhibit C

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.]

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

CHARLES RICH
Witness Signature

CHARLES RICH
Witness Name Printed

Dana Bell
Witness Signature

Dana Bell
Witness Name Printed

By: Dawn Westgate
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 Exco. 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)



Dana Ammann
Signature - Notary Public

Print Name: Dana Ammann

My Commission Expires: 8/13/2025

PROMISSORY NOTE

\$175,000.00

DATED: 02/27/, 2023

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to Marion County, a political subdivision of the State of Florida, CDBG-CV Fund, Marion County, Florida, its successors or assigns ("Lender"), the principal sum of **One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00)** 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 refinance of the collateral securing this note to Marion County, or if units are used for purposes other than the those listed within the scope of this project.

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 Lien For Real Property Acquired Or Improved In Whole Or In Part With CDBG-CV 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-CV 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-CV 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-CV 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-CV 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.

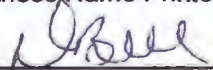
IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

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

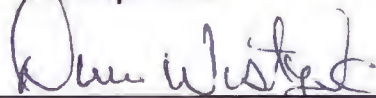

Witness Signature

Charles Rich
Witness Name Printed


Witness Signature

Diana Bell
Witness Name Printed

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

By: 

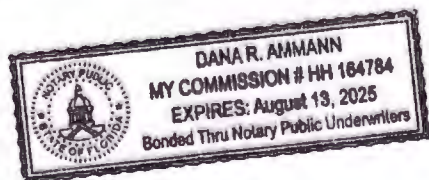
Printed Name: Dawn Westgate

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 - Notary Public

Print Name: Dana R. Ammann

My Commission Expires: 8/13/2023

PROPERTY LEGAL DESCRIPTION

LOCATION: 2800 NE 14th Street, Ocala, Florida

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. 28th 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.



**MARION COUNTY COMMUNITY SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SELF-CERTIFICATION FORM FOR 2022**

Exhibit E

Information on annual family income is required to determine client eligibility for public services funded by the Marion County through the Community Development Block Grant (CDBG-CV) program. Each client must indicate the number of persons in their family, and indicate whether total annual family income exceeds or falls below the listed figure for appropriate size family by indicating a check mark in the boxes below. Information provided is subject to verification by the agency providing services, the U.S. Department of Housing and Urban Development (HUD), and/or Marion County.

NOTE: "Income" is the total annual income of all family members as of the date that federal-funded assistance is provided. Additional expected sources of income and the amount expected during the period of federal assistance must be included in this calculation of annual family income. All income for all persons in the family must be included in calculating family income whether or not the family member receives assistance.

2022 CDBG-CV Income Guidelines – Circle the appropriate box:

Family Size	Group 1 - 30%	Group 2 - 50%	Group 3 - 80%
1 Person	\$0 - \$13,590	\$13,591 - \$21,800	\$21,801 - \$34,850
2 Person	\$0 - \$18,310	\$18,311 - \$24,900	\$24,901 - \$39,800
3 Person	\$0 - \$23,030	\$23,031 - \$28,000	\$28,001 - \$44,800
4 Person	\$0 - \$27,750	\$27,751 - \$31,100	\$31,101 - \$49,750
5 Person	\$0 - \$32,470	\$32,471 - \$33,600	\$33,601 - \$53,750
6 Person	\$0 - \$36,100	\$36,101 - \$57,748	\$57,750 - \$57,750
7 Person	\$0 - \$38,600	\$38,600 - \$61,699	\$61,700 - \$61,700
8 Person	\$0 - \$41,100	\$41,100 - \$65,699	\$65,700 - \$65,700

Presumed Low- and Moderate-Income Persons:

In some cases, a funded program may generally presume that an individual meets the federal income requirements because the funded activity exclusively serve a group of persons in any one or a combination of the following 8 categories. If using this method to certify eligibility, a client must check the box next to the category of which they are a member:

"Severely disabled" Adult	☐	Persons Living with AIDS	☐
Elderly Persons (62 and older)	☐	Illiterate Adults	☐
Battered Spouse	☐	Migrant Farm Workers	☐
Homeless Persons	☐	Abused Children	☐

Race (check one of the following 10 categories):

Ethnicity (check one):

American Indian or Alaska Native	☐
Asian	☐
Black or African American	☐
Native Hawaiian or Other Pacific Islander	☐
White	☐

American Indian or Alaskan Native AND White	☐
Asian AND White	☐
Black/African American AND White	☐
American Indian/Alaskan Native AND Black/African-American	☐
Balance / Other	☐

Hispanic / Latino	☐
Not Hispanic / Latino	☐

I certify that the information provided on this form is accurate and complete, and that I am a resident of the Marion County. I further acknowledge that eligibility for services funded through the CDBG-CV program is based upon having a qualifying annual family income level or belonging to a group that is presumed to be low- or moderate- income, and that the income levels and/or status I have indicated in this self-certification may be subject to further verification by the agency providing services, Marion County and/or HUD.

I therefore authorize such verification, and will provide supporting documents if requested. **WARNING:** Section 1001 of Title 18 of the United States Code makes it a criminal offense to make false statements or misrepresentations to any Department or Agency of the United States as to matters within its jurisdiction.

Applicant's Name (Please Print): _____

Applicant's Signature: _____ Date _____
(Signature of a parent or guardian person to receive services is a minor)

Applicant's Address _____

Agency Staff Name (Please Print): _____ Date _____

Agency Staff Signature _____