

**AMERICAN RESCUE PLAN ACT GRANT AGREEMENT BETWEEN  
COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY, INC.,  
AND  
MARION COUNTY, FLORIDA**

This AMERICAN RESCUE PLAN ACT GRANT AGREEMENT BETWEEN COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY, INC., AND MARION COUNTY, FLORIDA (this "Agreement") is made and entered into by and between COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY, INC., 324 SE 24th Street, Ocala, FL 34471, FEIN 27-5098203, DUNS # 06-427-5395, a Florida Not-for-Profit Corporation, (the "SUBRECIPIENT") and MARION COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of Marion County, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Avenue, Ocala, FL 34471, DUNS # 073228454, Taxpayer Identification Number 596000735 ("COUNTY") (individually "Party," collectively "Parties").

**RECITALS**

**WHEREAS**, COUNTY has received funds allocated by Section 9901 of the American Rescue Plan Act from the Coronavirus Local Fiscal Recovery Fund ("ARPA Funds") from the U.S. Department of the Treasury; and

**WHEREAS**, the American Rescue Plan Act and 31 CFR Part 35 authorize the use of these funds to respond to the negative economic impacts of COVID-19 through assistance to nonprofit organizations; and

**WHEREAS**, SUBRECIPIENT has the leadership, staff, and potential collaborative partners necessary to provide assistance, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID-19 public health emergency to Marion County nonprofit organizations; and

**WHEREAS**, COUNTY has determined it is in the best interest of Marion County residents that a portion of ARPA Funds be distributed to qualified Marion County nonprofit organizations through SUBRECIPIENT according to the Scope of Work, a copy attached as **Ex. A** hereto; and

**WHEREAS**, COUNTY has requested and SUBRECIPIENT has agreed to accept a grant from COUNTY of a portion of the ARPA Funds and for SUBRECIPIENT to hold, manage, administer, and distribute to qualified recipients through SUBRECIPIENT's program (the "Program") as further described in this Agreement;

**NOW THEREFORE**, the Parties hereby agree, as follows:

1. **RECITALS.**

The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

2. **DEFINITIONS.**

SUBRECIPIENT is required to cross-reference any provision herein with the definitions provided in the American Rescue Plan Act and 31 CFR Part 35. All definitions herein are for provided convenience only and the Parties expressly agree that the American Rescue Plan Act and 31 CFR Part 35 govern.

3. **TERM.**

This Agreement shall be effective the date of the last signature below (the "Effective Date") and shall thereafter remain in effect until December 31, 2024, unless extended by the Parties or sooner terminated as provided herein. The Subaward Period of Performance and Budget Period shall be the same as the term of this Agreement. Notwithstanding the above, provisions of this Agreement regarding legal compliance, records retention, auditing, and reporting obligations shall survive termination or expiration of the Agreement.

4. **AWARD, DISBURSAL, PAYOUT SCHEDULE, DISCRETION.**

A. **The Grant.**

COUNTY, subject to terms and conditions provided in this Agreement and the availability of reimbursement through ARPA Funds, hereby authorizes a grant of ARPA Funds (the "Grant") to SUBRECIPIENT subject to the terms and conditions provided in this Agreement and the availability of ARPA Funds up to the amount of **Two Million and 0/100 Dollars (\$2,000,000.00)** (the "Award Amount"). Administrative costs incurred by COUNTY for the administration of this Agreement may be deducted from this amount.

B. **Administrative Costs.**

SUBRECIPIENT may use Grant funds for administering the program in accordance with applicable law. All administrative costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. In accordance with 2 CFR 200.414(f), indirect costs may constitute no more than 10% of modified total direct costs.

C. **The Payout Schedule.**

1. **Initial.**

The Award Amount will be paid with an initial payment upon full execution of this Agreement in the sum of **Five Hundred Thousand and 0/100 (\$500,000.00) Dollars.**

2. **Installments.**

The initial payment is followed by installments of **Five Hundred Thousand and 0/100 (\$500,000.00) Dollars** upon SUBRECIPIENT

- a. Providing COUNTY an invoice for same and
- b. Providing an accounting of the expenditure or allocation of the initial payment.

D. **Discretion.**

Upon receipt of an invoice from SUBRECIPIENT for **Five Hundred Thousand and 0/100 (\$500,000.00) Dollars**, COUNTY may, at its discretion, issue payment for some or all of the requested amount to SUBRECIPIENT. COUNTY's discretion will take into account the showing of need and the successful operation of SUBRECIPIENT's Program and COUNTY's discretion in this regard will not be abused.

5. **SERVICES.**

SUBRECIPIENT shall accept and distribute Grant funds:

A. In compliance with:

1. This Agreement and the Scope of Work attached as **Ex. A** hereto, including all necessary reporting, document management, and audit provisions;

2. The present and future Governing Laws including, but not limited to Section 9901 of the American Rescue Plan Act, a copy attached as **Ex. B** hereto, and applicable regulations including 31 CFR Part 35;
  3. The terms and conditions of the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions between COUNTY and the U.S. Department of the Treasury under which SUBRECIPIENT is subject to all substantive and compliance requirements as "Recipient" thereunder, a substantive copy attached as **Ex. C** hereto;
  4. The current or future Guidelines and FAQs issued by the U.S. Department of the Treasury, whether original or revised. The Parties acknowledge that Guidelines and FAQs may be issued throughout the Term and SUBRECIPIENT agrees to be vigilant in monitoring such developments and to comply and be bound by any revision as it may impact this Agreement;
- B. In no other way. Any other use of the Grant, or any portion thereof, without the written consent of COUNTY is prohibited.
6. **NO ENTITLEMENT.**  
No entitlement to grant assistance is created by the ARPA Project or SUBRECIPIENT's Program.
7. **TERMINATION.**
- A. **SUBRECIPIENT Termination.**
1. SUBRECIPIENT may terminate this Agreement at any time with or without cause by written notice to COUNTY in the manner specified for the giving of notices herein. Such notice shall include the contemporaneous electronic return of all unexpended Grant funds as well as SUBRECIPIENT's final report.
  2. Upon such termination, any obligation for future funding contemplated herein would terminate.
- B. **COUNTY Termination for Cause.**
1. **Right.**  
COUNTY shall have the right to terminate this Agreement upon the occurrence of any Event of Default or any other failure by SUBRECIPIENT to perform according to this Agreement.
  2. **Notice.**  
COUNTY's election to terminate this Agreement for default shall be communicated by providing SUBRECIPIENT written notice of termination in the manner specified below.
- C. **COUNTY Termination for Convenience.**  
COUNTY reserves the right to terminate this Agreement in whole or in part at any time for the convenience of COUNTY without penalty or recourse. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all activity under this Agreement, affirmatively act to minimize damages, and return to COUNTY all unexpended funds.
- D. **Appropriated Funds.**  
The obligation of COUNTY for payment to SUBRECIPIENT is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
8. **EVENTS OF DEFAULT.**



The following are events of default:

- A. Improper use of Grant funds whether found by COUNTY, an auditor, or another authority;
- B. SUBRECIPIENT's failure to perform in accordance with the terms of this Agreement and/or the present and future governing laws, guidelines and FAQs;
- C. SUBRECIPIENT's failure to perform timely;
- D. Inability or unwillingness to comply with the conditions imposed upon the expenditure of ARPA Funds;
- E. Materially incorrect or incomplete information or documentation in any Contract Document;
- F. If SUBRECIPIENT should permit or suffer its assets to be taken from SUBRECIPIENT or seized, levied upon, or assigned for the benefit of creditors and same is not cured within ten (10) calendar days of notice by COUNTY;
- G. If bankruptcy is filed by or against SUBRECIPIENT (voluntary or involuntary) and such petition is not dismissed within fifteen (15) calendar days from the filing thereof;
- H. If a receiver is appointed and such receivership is not dismissed within fifteen (15) calendar days from its appointment; or
- I. Changes in law or the availability of Grant funds that render the assistance contemplated herein impossible or infeasible.

9. **FORCE MAJEURE.**

No Party shall be held in default of this Agreement for any delay or failure of such Party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section "22."

10. **NOTICE; OPPORTUNITY TO CURE.**

- A. Except as may be provided elsewhere herein, no Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written default notice specifying the nature of the default. The defaulting Party shall have seven (7) calendar days from the date of the default notice within which to cure the alleged default. If, at the end of the fifteen (15) day period, the alleged default has not been cured default is declared with no further notice required.
- B. Notwithstanding anything to the contrary contained herein, no opportunity to cure is provided for:
  1. A breach that may render COUNTY liable to a third-party, for example, failure to comply with public records laws (see Section "23" below) or E-Verify laws (see Section "24" below); or
  2. Any fraud or misrepresentation made to COUNTY by SUBRECIPIENT (including in a report or supporting document).
- C. In the event the cure of an alleged default reasonably requires greater than the seven (7) day time period specified and the defaulting Party has initiated the cure within the seven (7) day time period and is continuing to pursue completion of the cure with due diligence, the non-defaulting Party shall extend the deadline to the reasonable time period required for the cure of the default.

11. **COUNTY'S REMEDIES UPON DEFAULT.**

Upon default, COUNTY may pursue any remedies available at law or equity, to include, without limitation, the following:

- A. Terminate this Agreement without further notice;

- B. Declare any or all funding provided under this Agreement due and payable to COUNTY within seven (7) calendar days of the date of notice;
- C. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, COUNTY shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Marion County, Florida;
- D. COUNTY shall be entitled to recover from SUBRECIPIENT all damages, costs, and attorney's fees arising from SUBRECIPIENT's default prior to termination; and
- E. The remedies above, including the right of injunction, shall be in addition to any and all other remedies under statute, at law, or in equity.

**12. REPAYMENT – TIMING AND MANNER.**

Any return, repayment, or reimbursement of Grant funding shall be made to COUNTY within seven (7) calendar days of the date of COUNTY's demand via electronic transfer.

**13. REPAYMENT - REASONS.**

**A. If Not Timely Disbursed.**

If any portion of the Grant funds have not been disbursed and distributed by March 1, 2024, then COUNTY may require SUBRECIPIENT to repay such undistributed Grant funds. Upon such request from COUNTY, SUBRECIPIENT shall have fifteen (15) days within which to remit payment of the undisbursed Grant funds, including any ARPA Funds held by a PARTNER.

**B. Ineligible Use.**

If SUBRECIPIENT fails to use the funding in accordance with this Agreement or the present and future Governing Laws, SUBRECIPIENT shall repay to COUNTY the amount of ineligible expenditures.

**C. Malfeasance.**

If any portion of the Grant funds are disbursed, distributed, or expended in violation of this Agreement due to gross negligence; willful misconduct; fraud, misrepresentation or other deceptive act; theft, embezzlement, conversion or other intentional wrongful act, or any other act of malfeasance, then COUNTY may require SUBRECIPIENT to repay or to reimburse COUNTY the full amount of all such disbursements, distributions, or expenditures including any discovered after the expiration or other termination of this Agreement.

**D. Unexpended Funds.**

Although not expected, should SUBRECIPIENT find itself with Grant funds that for whatever reason were not used in accordance with this Agreement, SUBRECIPIENT shall not retain those funds but shall return them to COUNTY

**E. Recoupment.**

SUBRECIPIENT agrees that if any funds provided to SUBRECIPIENT in accordance with this Agreement are determined by the Treasury Inspector General, or other authorized governmental official or agency, to have been used by SUBRECIPIENT in a manner inconsistent with this Agreement, or are disallowed due to financial or compliance audits of the funds received, and are recouped by the Federal government from COUNTY, SUBRECIPIENT shall reimburse COUNTY for all amounts recouped that were provided by SUBRECIPIENT in violation of this Agreement, regardless of whether SUBRECIPIENT agrees or disagrees that said payments were made in violation of this Agreement. Any



payment request made in accordance with the above shall be repaid by SUBRECIPIENT to COUNTY within thirty (30) days of COUNTY making such request.

F. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

14. **REMEDIES NOT EXCLUSIVE.**

Except as expressly set forth in this Agreement, the specified rights and remedies to which COUNTY and SUBRECIPIENT are entitled under this Agreement are not exclusive and are intended to be in addition to any other means of redress which COUNTY or SUBRECIPIENT may have.

15. **INDEMNIFICATION.**

A. **Indemnify and Hold Harmless.**

SUBRECIPIENT shall hold harmless, defend and indemnify COUNTY, its elected and non-elected officials, employees, agents, volunteers, and any party with whom COUNTY has agreed by contract to provide additional insured status, the U.S. Social Security Administration and Treasury COUNTY, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from SUBRECIPIENT or its agent's, employees', or officers' performance or non-performance of the terms of this Agreement.

B. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

16. **LIABILITY.**

A. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature, and, unless otherwise further limited by Federal or State law, the cap on the amount and liability of COUNTY for damages arising from any claims related to this Agreement, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages.

B. In no event shall COUNTY be liable to SUBRECIPIENT for any incidental, indirect, special, punitive or consequential damages even if COUNTY knew or should have known about the possibility of such damages for any provision of this Agreement.

17. **MONITORING.**

A. **MONITORING BY SUBRECIPIENT.**

1. SUBRECIPIENT shall monitor its performance under this Agreement, to ensure that time schedules are being met, reporting and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. SUBRECIPIENT shall perform a review for each function or activity in this Agreement, and report same to COUNTY pursuant to the reporting requirements set forth in the Scope of Work, **Ex. A** hereto.

2. Furthermore, SUBRECIPIENT shall monitor all beneficiaries receiving assistance under this Agreement and ensure that all such beneficiaries use any funding provided



only in accordance with applicable law and for eligible purposes under this Agreement. SUBRECIPIENT shall require and maintain reports and records from all beneficiaries demonstrative that such funds were used solely for eligible uses. Any agreements for assistance shall require beneficiaries to comply with all applicable provisions of this Agreement and law.

**B. MONITORING BY OTHERS.**

1. SUBRECIPIENT hereby grants Monitors and Auditors an absolute right of access to all SUBRECIPIENT's records, including documents, papers, financial statements, and records pertaining to this Agreement, a right to review, copy and audit the same, including without limitation the right to access, meet, confer, and interview SUBRECIPIENT's employees, agents, and any person receiving benefit from the Grant, or any portion thereof. The records, or any part thereof requested, shall be made available to the designated reviewer(s) and auditor(s) upon written request for the indicated reviews and audits. This Subsection shall be in addition to, and not in lieu of, the Florida Public Records law requirements.
2. SUBRECIPIENT agrees to comply and cooperate with any Monitoring procedures or processes deemed appropriate by COUNTY. SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations.
3. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**18. FEDERAL AWARD I.D. PURSUANT TO 2 C.F.R. §200.331 (a)(1).**

- A. SUBRECIPIENT, **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY, INC.**, a not-for-profit corporation organized under the laws of the state of Florida, whose corporate address is 324 SE 24th Street, Ocala, FL 34471, FEIN 27-5098203, DUNS # 06-427-5395, acknowledges that the reimbursement funds under this Agreement are provided by the U.S. Department of the Treasury, pursuant to Section 9901 of the American Rescue Plan Act.
- B. SUBRECIPIENT acknowledges that the amount of funding provided in this Agreement represents the total amount of Federal funds obligated and committed by COUNTY to SUBRECIPIENT, that this award is not R&D pursuant to 2 CFR Part 200, and that further, no indirect costs may be billed under this Agreement.

**19. APPLICABILITY OF 2 C.F.R. PART 200 AND SUBRECIPIENT STATUS.**

- A. SUBRECIPIENT is responsible for programmatic decision making. It is fully accountable for adherence to the terms and conditions of Section 9901 of the American Rescue Plan Act, and assumes creative and intellectual responsibility and leadership, as well as financial management.
- B. SUBRECIPIENT understands COUNTY considers SUBRECIPIENT to be a "subrecipient" in accordance with the determination prescribed in 2 C.F.R. §200.330 entitled "Subrecipient and Contractor Determinations", and SUBRECIPIENT agrees to such determination.
- C. SUBRECIPIENT agrees to comply with all applicable requirements set forth in 2 C.F.R. § 200.303 regarding internal controls and 2 C.F.R. § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F related to audit requirements.

**20. DEPOSIT AND COMMINGLING OF GRANT FUNDS.**

Upon receipt of any Grant funds from COUNTY, SUBRECIPIENT shall deposit and maintain the funds in a fully insured financial institution until such time the funds are distributed for the purposes described in this Agreement. SUBRECIPIENT shall not commingle the Grant funds, or any portion thereof, with funds from any other source.

21. **ACCOUNTABILITY AND OVERSIGHT.**

A. **Public Funds.**

The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable Federal, State, and local laws and regulations pertaining to the use of public funds.

B. **Funds Use Limited to Agreement.**

The use of any funds provided under this Agreement for a purpose other than those expressly stated herein is prohibited.

C. **SUBRECIPIENT Compliance.**

In addition to the foregoing and the other terms and conditions provided in this Agreement, SUBRECIPIENT shall comply with the following requirements:

1. **Records and Accounting.**

a. **Separate Account.**

SUBRECIPIENT shall maintain a separate account system for the Grant, or any portion thereof.

b. **Demonstrate Compliance.**

SUBRECIPIENT shall keep and maintain accurate, complete, and secure books and records of all Grant fund expenditures by SUBRECIPIENT to demonstrate the Grant funds were disbursed, distributed and used by SUBRECIPIENT in compliance with this Agreement. The records shall account for every PARTNER sub-grant, expenditure, or other distribution made of the Grant funds and shall include copies of associated documents to include without limitation receipts, invoices, and any other documents related to any necessary administrative cost incurred by SUBRECIPIENT in the performance of SUBRECIPIENT's services described in the Scope of Work attached as **Ex. A** to this Agreement.

D. **Audit.**

1. **Auditors.**

SUBRECIPIENT shall retain and make available all documents related to its Program for audit by U.S. Department of the Treasury's Inspector General, the Florida Division of Emergency Management, the State of Florida Auditor General, the Marion County Board of County Commissioners External Auditor, and the Marion County Clerk of Courts Internal Auditor.

2. **Unlimited Access to Records.**

SUBRECIPIENT hereby grants Monitors and Auditors an absolute right of access to all SUBRECIPIENT's records pertaining to this Agreement, a right to review, copy and audit the same, including without limitation the right to access, meet, confer, and interview SUBRECIPIENT's employees, agents, and any person receiving benefit from the Grant, or any portion thereof. The records, or any part thereof requested, shall be made available to the designated reviewer(s) and auditor(s) upon written request for the indicated reviews and audits. This Subsection shall be in addition to, and not in lieu of, the Florida Public Records law requirements.

3. **Single Audit Act.**

SUBRECIPIENT shall comply with the audit requirements contained in 2 C.F.R. Part



200, Subpart F and Federal Single Audit Act (31 U.S.C. §§7501-7507).

4. **Accounting Principles.**

In accounting for the expenditure and receipt of reimbursement ARPA Funds under this Agreement, SUBRECIPIENT shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

5. **SUBRECIPIENT Audit to COUNTY.**

SUBRECIPIENT shall have all audits completed by an independent auditor, which is defined in §215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by COUNTY no later than nine (9) months from the end of SUBRECIPIENT's fiscal year.

6. **SUBRECIPIENT Reporting Packages for Audits to COUNTY.**

SUBRECIPIENT shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and related management letters issued by the auditor, by or on behalf of SUBRECIPIENT, to COUNTY at the following address:

Michael McCain, Fiscal Manager  
Marion County Administration  
601 SE 25<sup>th</sup> Ave.  
Ocala, FL 34471  
(352) 438-2313  
[Michael.McCain@marioncountyfl.org](mailto:Michael.McCain@marioncountyfl.org)

7. **Federal Audit Clearinghouse.**

SUBRECIPIENT shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:  
<http://harvester.census.gov/fac/collect/ddeindex.html>

8. **CFDA Number.**

The Catalog of Federal Domestic Assistance number for this project is 21.027, Coronavirus State and Local Fiscal Recovery Funds.

E. **Keep for Six (6) Years.**

All records of SUBRECIPIENT and PARTNERS regarding this Agreement shall be retained for at least six (6) years from the termination of this Agreement, or until completion or resolution of any claim or action and the resolution of all issues which may arise as a result of any litigation or audit, whichever date is later.

F. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

22. **FORCE MAJEURE.**

If a Party is delayed in any performance pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such Party is delayed. The Party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating the anticipated duration. Each Party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other Party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

**23. PUBLIC RECORDS.**

**A. Obligations.**

If, under this Agreement, SUBRECIPIENT is providing services and is acting on behalf of COUNTY as provided under §119.011(2), Florida Statutes, SUBRECIPIENT shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. 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;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if SUBRECIPIENT does not transfer the records to COUNTY; and,
4. 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 the service. 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.

**B. IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

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

- C. Pursuant to current State law, requests to inspect or copy public records relating to this Agreement for services must be made directly to COUNTY. If SUBRECIPIENT receives any such request, SUBRECIPIENT shall instruct the requestor to contact COUNTY. If COUNTY does not possess the records requested, COUNTY shall immediately notify SUBRECIPIENT of such request, and SUBRECIPIENT must provide the records to COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.
- D. SUBRECIPIENT acknowledges that failure to provide the public records to COUNTY within a reasonable time may be subject to penalties under §119.10, Florida Statutes. SUBRECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from COUNTY.



- E. SUBRECIPIENT shall indemnify, defend, and hold COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from SUBRECIPIENT's failure to comply with the public records disclosure requirements of §119.07(1), Florida Statutes, or by SUBRECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. SUBRECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against SUBRECIPIENT from a Circuit Court in Marion County on an expedited basis to enforce the requirements of this Section.
- F. SUBRECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes [commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")] and SUBRECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any sub-subrecipients to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this Agreement.
- G. SUBRECIPIENT shall immediately notify COUNTY if SUBRECIPIENT receives a public records request related to this Agreement.
- H. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**24. ENROLLED AND USE E-VERIFY.**

Pursuant to §448.095, F.S., SUBRECIPIENT shall be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUBRECIPIENT from entering into this Agreement unless it is in compliance therewith. Information provided by SUBRECIPIENT is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

- A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
- B. SUBRECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees:
  - 1. It certifies and assures COUNTY that SUBRECIPIENT is currently in fully compliance with §448.095, F.S., it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees. This certification and assurance is a material term on which COUNTY relies in entering into this Agreement.
  - 2. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that SUBRECIPIENT has knowingly violated §448.09(1), F.S., that is, that SUBRECIPIENT knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
  - 3. When SUBRECIPIENT enters into a contract with an employee, a contractor or a subcontractor, SUBRECIPIENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

4. SUBRECIPIENT shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
5. SUBRECIPIENT shall immediately terminate the Contracting Party if SUBRECIPIENT has a good faith belief that the Contracting Party has knowingly violated §448.09(1), F.S., as set forth above.
6. If COUNTY has a good faith belief that SUBRECIPIENT's Contracting Party has knowingly violated §448.09(1), F.S., but that SUBRECIPIENT has otherwise complied, COUNTY shall promptly order SUBRECIPIENT to terminate the Contracting Party. SUBRECIPIENT agrees that upon such an order, SUBRECIPIENT shall immediately terminate the Contracting Party. SUBRECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUBRECIPIENT.
7. If COUNTY terminates this Agreement with SUBRECIPIENT, SUBRECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.
8. SUBRECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
9. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.
10. SUBRECIPIENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**25. CONFLICT OF INTEREST.**

- A. SUBRECIPIENT certifies that it maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the administration of contracts using Federal funds.
- B. Except for the use of funds to pay for salaries and other related administrative or personnel costs set forth herein, SUBRECIPIENT certifies that no employee, agent, or officer of SUBRECIPIENT who exercises decision making responsibility with respect to the Grant funds and SUBRECIPIENT's Program, is allowed to obtain a financial interest in or benefit from these activities, or have a financial interest in any contract, subcontract or agreement regarding these activities or in the proceeds of the activities. Specifically:
  3. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT and to their immediate family members, and business partner(s).
  4. This requirement applies for such persons during their tenure and for a period of one (1) year after leaving SUBRECIPIENT.
  5. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities; and provision of loans to individuals, businesses and other private entities.

**26. INTEREST OF CERTAIN FEDERAL OFFICIALS.**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**27. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT OR**



**PARTNERS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.**

No member, officer, or employee of SUBRECIPIENT or PARTNERS or their designees or agents, no member of the governing body of COUNTY, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to SUBRECIPIENT's Program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program assisted under this Agreement.

**28. HATCH ACT.**

SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of SUBRECIPIENT's Program will involve political activities, nor shall personnel employed in the administration of the Program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

**29. DEBARMENT AND SUSPENSION.**

A. SUBRECIPIENT agrees to comply with all pertinent Federal laws, rules and regulations regarding debarment and suspension, such as Executive Orders 12549 and 12689 providing that a contract award as well as any tier thereunder (see 2 CFR §180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget ("OMB") guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "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 other than Executive Order 12549.

B. SUBRECIPIENT certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
3. Have not, within a five (5) year period preceding this Agreement had one (1) or more public transactions (Federal, State, or Local) terminated for cause of default.

**30. EQUAL OPPORTUNITY EMPLOYMENT.**

A. In accordance with 41 C.F.R. §60-1.4(b), SUBRECIPIENT hereby agrees that it will be bound by the below equal opportunity clauses with respect to its employment practices.

1. SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, gender identity, sexual orientation or disability. SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, gender identity, sexual orientation or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous



places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, gender identity, sexual orientation or disability.
  3. SUBRECIPIENT shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of SUBRECIPIENT's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
  5. SUBRECIPIENT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and SUBRECIPIENT may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- B. In the event a Federal, State or County court or Federal, State or County administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, sex, national origin, gender identity, sexual orientation or disability against a recipient of funds, the Parties agree to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

### 31. ANTI-LOBBYING.

By signing this Agreement, SUBRECIPIENT certifies and discloses that, to the best of SUBRECIPIENT's knowledge and belief:

#### A. Certification.

1. **No Lobbying.** No Federal appropriated funds have been paid or shall be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any authority of the Government of the United States, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. **Disclosure.** If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any authority of the Government of the United States, a Member of Congress, and officer or employee of Congress, or an employee of a Member of



Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. **Require Language.** SUBRECIPIENT shall require that the language of this Certification be included in the contract documents for all sub-contracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose.
4. **Material Representation.** This Certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this Certification is a prerequisite for making or entering into the current Agreement with COUNTY, 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 Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

**B. Truthfulness.**

SUBRECIPIENT, by entering into the current Agreement with COUNTY and by signing this Certification, certifies or affirms the truthfulness and accuracy of each statement of its Certification and disclosure, if any.

**C. Penalties Understood.**

In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**32. EMPLOYEE PROTECTION FROM REPRISAL.**

- A. In accordance with 41 U.S.C. Sec. 4712, an employee of SUBRECIPIENT may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in Subsection "B" below, information that the employee reasonably believes is evidence of:
  1. Gross mismanagement of a Federal grant;
  2. Gross waste of Federal funds;
  3. An abuse of authority relating to implementation or use of Federal funds;
  4. A substantial and specific danger to public health or safety; or
  5. A violation of law, rule, or regulation related to a Federal grant.
- B. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  1. A member of Congress or a representative of a committee of Congress;
  2. An Inspector General;
  3. The Government Accountability Office;
  4. A Federal office or employee responsible for oversight of a grant program;
  5. A court or grand jury;
  6. A management office of COUNTY;
  7. A Federal or State regulatory enforcement agency.
- C. Submission of Complaint - A person who believes that they have been subjected to a reprisal prohibited by this Section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of the Treasury.
- D. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this

Section more than three (3) years after the date on which the alleged reprisal took place.

- E. Required Actions of the Inspector General - Actions, limitations and exceptions of the Inspector General's office are established under Federal law.
- F. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under Federal law.

**33. ASSURANCES, RE: FEDERAL COMPLIANCE.**

SUBRECIPIENT assures and certifies it will.

- A. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- B. Comply with the following as same may be supplemented or amended and as same may apply to this Agreement:
  - 1. The Contract Work Hours and Safety Standards Act, 40 U.S. C. 3701-3708.
  - 2. The minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, and Florida Statutes.
  - 3. The overtime provisions of the Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
  - 4. The provisions of a DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988 and 31 C.F.R. Part 20, Governmentwide Requirements for Drug-Free Workplace.
  - 5. The Clean Air Act (42 U.S.C. §§7401-7671q.); Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended; procure recovered materials as required under 2 C.F.R. §200.323; the prohibition on certain telecommunications and video surveillance services or equipment under 2 C.F.R. §200.216; and the domestic preferences for procurements under 2 C.F.R. §200.322.
  - 6. Sections 602 and 603(c) of the Social Security Act, U.S. Department of the Treasury regulations implementing those sections, and guidance issued by Treasury.
  - 7. 2 C.F.R. Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In particular, the following portions apply to this award:
    - 8. 2 C.F.R. Part 200, Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act.
    - 9. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - 10. 2 C.F.R. Part 25. Universal Identifier and System for Award Management (SAM), pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 are hereby incorporated by reference.
    - 11. 2 C.F.R. Part 170. Reporting Subaward and Executive Compensation Information, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - 12. 2 C.F.R. Part 180. OMB Guidelines to Agencies on Governmentwide Debarment and



- Suspension (Nonprocurement), including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the ward is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
13. 31 C.F.R. Part 21. New Restrictions on Lobbying.
  14. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  15. Generally applicable federal environmental laws and regulations.
  16. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
  17. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
  18. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
  19. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
  20. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  21. 41 U.S.C. § 4712, prohibiting the discharge, demotion, or discrimination against an employee in reprisal for disclosing to certain persons and entities information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUB-RECIPIENT shall inform its employees in writing of the rights or remedies provided under this section in the predominant native language of the workforce.
  22. Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), requiring COUNTY and SUB-RECIPIENT to encourage their contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
  23. Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), requiring COUNTY and SUB-RECIPIENT to encourage their employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.
- C. SUBRECIPIENT shall comply with all applicable Federal statutes, regulations, executive orders, and federal guidance. References in this Agreement to particular statutes and regulations is intended as a convenience and not as a limitation.
- D. Execute, acknowledge or verify, and deliver any and all documents and take any and all other actions that from time to time may be reasonably requested by the other to carry out the purposes and intent of this Agreement.

**34. GOOD FAITH.**

Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under this Agreement.

**35. NON-ASSIGNABILITY.**

This Agreement and the Parties' respective rights, interests and obligations herein are not assignable without the prior written consent of the Parties.

**36. SEVERABILITY.**

- A. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless COUNTY or SUBRECIPIENT elect to terminate this Agreement.
- B. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- C. Prior to terminating this Agreement, the Parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

**37. NOTICE.**

Any notice required to be provided hereunder shall be in writing, directed to the Parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U.S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

**38. PUBLICITY.**

COUNTY consents to SUBRECIPIENT's limited use of COUNTY seal or logo in efforts to publicize the availability and use of the Grant funds. SUBRECIPIENT shall coordinate with COUNTY for obtaining the seal or logo. Additionally, any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1183 awarded to Marion County, Florida by the U.S. Department of the Treasury."

**39. BINDING EFFECT.**

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

**40. NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

**41. AMENDMENTS.**



This Agreement may only be amended by a written instrument executed by the Parties which specifically refers to this Agreement. The Parties acknowledge that the ARPA Project is subject to further Guidelines, FAQs and modifications of Section 9901 of the American Rescue Plan Act. SUBRECIPIENT is required to perform this Agreement as present and future Governing Laws may become more guided and/or modified.

**42. RELATIONSHIP OF THE PARTIES.**

SUBRECIPIENT is an Independent Contractor in the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the Parties, or to allow either to exercise control or direction over the other.

**43. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie only in the courts of the Fifth Judicial Circuit, located in Marion County, Florida, or in the United States District Court, Middle District of Florida, Ocala, Florida Division.

**44. EXPENSES; ATTORNEYS' FEES.**

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**45. WAIVER OF JURY TRIAL.**

By entering into this Agreement, SUBRECIPIENT and COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the Parties of this Agreement

**46. INTERPRETATION.**

Neither of the Parties shall be considered the drafter of this Agreement for purposes of its interpretation.

**47. NO WAIVER.**

The rights of COUNTY and of SUBRECIPIENT herein shall be cumulative, and failure on the part of COUNTY or SUBRECIPIENT, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

**48. ENTIRE AGREEMENT.**

This Agreement (including its exhibits) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether oral or written, among the Parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force and effect.

**49. LEGAL AUTHORIZATION.**

SUBRECIPIENT certifies that it has the legal authority to receive the funds contemplated by this Agreement. SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

50. **EXHIBITS.**

- A. Scope of Work
- B. Section 9901
- C. ARPA Contract (substantial copy)
- D. SUBRECIPIENT Program Proposal

**Exhibit A;**  
**Exhibit B;**  
**Exhibit C;**  
**Exhibit D.**

51. **HEADINGS.**

The headings contained within this Agreement are for convenience purposes only and shall not be deemed to be a part of this Agreement.

52. **CERTIFICATIONS, RE: PERFORMANCE.**

By signing this Agreement, SUBRECIPIENT certifies and affirms that:

- A. All certifications, assurances, and representations contained in this Agreement are true and accurate,  
**AND**
- B. It is in full compliance with all prerequisites to benefit from or to act as a participant or principal in a transaction involving the transfer of Federal funds,  
**AND**
- C. COUNTY's disbursement of the Grant funds, or any portion thereof, to SUBRECIPIENT is made in consideration of, and on the condition that all the Grant funds be expended by SUBRECIPIENT solely in compliance with this Agreement,  
**AND**
- D. All of the preceding are material representations to be relied upon by COUNTY.

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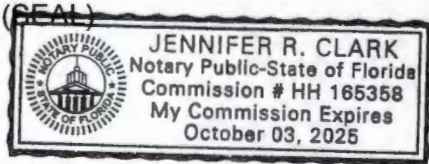
IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have entered into this Agreement as of the date of the last signature below.

COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY, INC.

By: *Lauren Deiorio*  
Lauren Deiorio  
President/Executive Director  
Date: February 23, 2022

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of February, 2022, by NAME as TITLE of **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY, INC.**



*Jennifer R. Clark*  
Notary Public, State of Florida

Personally Known  
OR  
 Produced Identification  
Type of Identification Produced: \_\_\_\_\_

ATTEST:

**MARION COUNTY**, a political subdivision of the State of Florida by its Board of County Commissioners

*Gregory C. Harrell*  
Gregory C. Harrell  
Clerk of Court  
Date: March 1, 2022

By: *Carl Zalak, III*  
Carl Zalak, III  
Chairman  
Date: March 1, 2022

For Reliance by Marion County Only  
Approved as to Form and Legal Sufficiency

*Matthew Guy Minter*  
Matthew Guy Minter  
County Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

The Project is to respond to the negative economic impacts of COVID-19 through assistance to nonprofit organizations.

The Project consists of SUBRECIPIENT operating programs to provide assistance, including grants, in-kind assistance, technical assistance, and other services that respond to the negative economic impacts of the COVID-19 public health emergency to Marion County nonprofit organizations. SUBRECIPIENT shall hold, manage, administer, and distribute ARPA Funds to qualified recipients and provide necessary technical assistance for applicants for grant assistance.

Over a three year term, SUBRECIPIENT will provide technical assistance to nonprofit applicants to include but not limited to: developing the application process, coordinating application review, administering funding, overseeing reporting, tracking outcomes for the County, and submitting a final report prior to the expenditure's deadline. Funding priorities are as follows:

1. To increase capacity to nonprofits that have been impacted by Covid-19.
2. To assist nonprofits that are or willing to provide and /or expand programs, projects, and/or services without duplication into Marion County rural areas.

1. **Approved Grant Budget:**

Coronavirus Local Fiscal Recovery Fund funding will be provided up to a maximum of Two Million Dollars and Zero Cents (\$2,000,000.00), unless the amount of funding is increased by the COUNTY. Administrative costs incurred by COUNTY for the administration of this Agreement may be deducted from this amount. Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

2. **Services:**

SUBRECIPIENT shall provide the following services and any additional services which advance the purposes herein described that may be developed during the design phase of the program:

- a. Program Design.
- b. Advertisement.
- c. Technical Assistance to Nonprofits.
- d. Grant Distribution.
- e. Grant Administration.
- f. Tracking Outcomes.
- g. Reporting.

3. **Performance Measurements:**

Goal One: Provide assistance that responds to the negative economic impacts of the COVID-19 public health emergency to support nonprofits that are or willing to provide and/or expand programs, projects, and/or services without duplication into Marion County rural areas.



**Goal Two:** Provide necessary technical assistance for Marion County nonprofits to successfully participate in assistance for which they may qualify.

**Goal Three:** Provide assistance that responds to the negative economic impacts of the COVID-19 public health emergency to Marion County nonprofit organizations to increase their capacity to provide services to the community.

**4. Reporting Schedule:**

In accordance with 2 C.F.R. Part 200, SUBRECIPIENT shall provide to COUNTY information and reports, at COUNTY's request, in order to measure the recipient's performance to show achievement of American Rescue Plan Act goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices, and comply with any other requests necessary to comply with any reporting obligations established by the Treasury as they relate to the American Rescue Plan Act.

In addition, on or before the 15<sup>th</sup> of each month, SUBRECIPIENT shall provide monthly progress reports to COUNTY in alignment with the goals of this Agreement, the program goals, the proposed program plan, and any future program plan developed by SUBRECIPIENT.

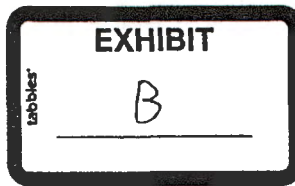
Should SUBRECIPIENT expend \$750,000.00 or more during its fiscal year in federal awards, SUBRECIPIENT shall comply with the requirements of 2 C.F.R. Part 200, Subpart F, implementing the Single Audit Act, and complete a single or program-specific audit by a certified public accountant (CPA) in accordance with 2 CFR Part 200. All audits covering the use of federal grant funds shall be provided to COUNTY within one hundred and fifty (150) days of the end of SUBRECIPIENT's fiscal year. If grant funds are under \$750,000.00, SUBRECIPIENT shall submit annual Financial Statements, including profit and loss and balance sheet.

**5. Debts Owed to Federal Government:**

Any funds paid to SUBRECIPIENT that are determined by the Treasury Office of the Inspector General to have been misused or that are determined by the Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Social Security Act shall be repaid by SUBRECIPIENT promptly. COUNTY shall enforce all remedies provided pursuant to this Agreement including but not limited to SUBRECIPIENT's repayment to COUNTY of all grant funds provided pursuant to this Agreement.

**6. Time Line:**

- A. SUBRECIPIENT will design, prepare, and submit to County a program plan to accomplish the above stated goals, a preliminary draft of which is attached as **Ex. D**.
- B. COUNTY shall review the program plan, however, compliance shall remain the responsibility of the SUBRECIPIENT.
- C. SUBRECIPIENT shall implement and operate the program in accordance with its program plan in accordance with this Agreement and applicable laws, regulations, and guidance.
- D. SUBRECIPIENT shall comply with all COUNTY requests for information or reports required under 2 U.S.C. Part 200.



H. R. 1319—220

## Subtitle M—Coronavirus State and Local Fiscal Recovery Funds

### SEC. 9901. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS.

(a) IN GENERAL.—Title VI of the Social Security Act (42 U.S.C. 801 et seq.) is amended by adding at the end the following:

#### “SEC. 602. CORONAVIRUS STATE FISCAL RECOVERY FUND.

“(a) APPROPRIATION.—In addition to amounts otherwise available, there is appropriated for fiscal year 2021, out of any money in the Treasury not otherwise appropriated—

“(1) \$219,800,000,000, to remain available through December 31, 2024, for making payments under this section to States, territories, and Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19); and

“(2) \$50,000,000, to remain available until expended, for the costs of the Secretary for administration of the funds established under this title.

“(b) AUTHORITY TO MAKE PAYMENTS.—

“(1) PAYMENTS TO TERRITORIES.—

“(A) IN GENERAL.—The Secretary shall reserve \$4,500,000,000 of the amount appropriated under subsection (a)(1) to make payments to the territories.

“(B) ALLOCATION.—Of the amount reserved under subparagraph (A)—

“(i) 50 percent of such amount shall be allocated by the Secretary equally to each territory; and

“(ii) 50 percent of such amount shall be allocated by the Secretary as an additional amount to each territory in an amount which bears the same proportion to  $\frac{1}{2}$  of the total amount reserved under subparagraph (A) as the population of the territory bears to the total population of all such territories.

“(C) PAYMENT.—The Secretary shall pay each territory the total of the amounts allocated for the territory under subparagraph (B) in accordance with paragraph (6).

“(2) PAYMENTS TO TRIBAL GOVERNMENTS.—

“(A) IN GENERAL.—The Secretary shall reserve \$20,000,000,000 of the amount appropriated under subsection (a)(1) to make payments to Tribal governments.

“(B) ALLOCATION.—Of the amount reserved under subparagraph (A)—

“(i) \$1,000,000,000 shall be allocated by the Secretary equally among each of the Tribal governments; and

“(ii) \$19,000,000,000 shall be allocated by the Secretary to the Tribal governments in a manner determined by the Secretary.

“(C) PAYMENT.—The Secretary shall pay each Tribal government the total of the amounts allocated for the Tribal government under subparagraph (B) in accordance with paragraph (6).

“(3) PAYMENTS TO EACH OF THE 50 STATES AND THE DISTRICT OF COLUMBIA.—



“(A) IN GENERAL.—The Secretary shall reserve \$195,300,000,000 of the amount appropriated under subsection (a)(1) to make payments to each of the 50 States and the District of Columbia.

“(B) ALLOCATIONS.—Of the amount reserved under subparagraph (A)—

“(i) \$25,500,000,000 of such amount shall be allocated by the Secretary equally among each of the 50 States and the District of Columbia;

“(ii) an amount equal to \$1,250,000,000 less the amount allocated for the District of Columbia pursuant to section 601(c)(6) shall be allocated by the Secretary as an additional amount to the District of Columbia; and

“(iii) an amount equal to the remainder of the amount reserved under subparagraph (A) after the application of clauses (i) and (ii) of this subparagraph shall be allocated by the Secretary as an additional amount to each of the 50 States and the District of Columbia in an amount which bears the same proportion to such remainder as the average estimated number of seasonally-adjusted unemployed individuals (as measured by the Bureau of Labor Statistics Local Area Unemployment Statistics program) in the State or District of Columbia over the 3-month period ending with December 2020 bears to the average estimated number of seasonally-adjusted unemployed individuals in all of the 50 States and the District of Columbia over the same period.

“(C) PAYMENT.—

“(i) IN GENERAL.—Subject to clause (ii), the Secretary shall pay each of the 50 States and the District of Columbia, from the amount reserved under subparagraph (A), the total of the amounts allocated for the State and District of Columbia under subparagraph (B) in accordance with paragraph (6).

“(ii) MINIMUM PAYMENT REQUIREMENT.—

“(I) IN GENERAL.—The sum of—

“(aa) the total amounts allocated for 1 of the 50 States or the District of Columbia under subparagraph (B) (as determined without regard to this clause); and

“(bb) the amounts allocated under section 603 to the State (for distribution by the State to nonentitlement units of local government in the State) and to metropolitan cities and counties in the State;

shall not be less than the amount allocated to the State or District of Columbia for fiscal year 2020 under section 601, including any amount paid directly to a unit of local government in the State under such section.

“(II) PRO RATA ADJUSTMENT.—The Secretary shall adjust on a pro rata basis the amount of the allocations for each of the 50 States and the District of Columbia determined under subparagraph (B)(iii) (without regard to this clause) to

the extent necessary to comply with the requirement of subclause (I).

“(4) PRO RATA ADJUSTMENT AUTHORITY.—The amounts otherwise determined for allocation and payment under paragraphs (1), (2), and (3) may be adjusted by the Secretary on a pro rata basis to the extent necessary to ensure that all available funds are allocated to States, territories, and Tribal governments in accordance with the requirements specified in each such paragraph (as applicable).

“(5) POPULATION DATA.—For purposes of determining allocations for a territory under this section, the population of the territory shall be determined based on the most recent data available from the Bureau of the Census.

“(6) TIMING.—

“(A) STATES AND TERRITORIES.—

“(i) IN GENERAL.—To the extent practicable, subject to clause (ii), with respect to each State and territory allocated a payment under this subsection, the Secretary shall make the payment required for the State or territory not later than 60 days after the date on which the certification required under subsection (d)(1) is provided to the Secretary.

“(ii) AUTHORITY TO SPLIT PAYMENT.—

“(I) IN GENERAL.—The Secretary shall have the authority to withhold payment of up to 50 percent of the amount allocated to each State and territory (other than payment of the amount allocated under paragraph (3)(B)(ii) to the District of Columbia) for a period of up to 12 months from the date on which the State or territory provides the certification required under subsection (d)(1). The Secretary shall exercise such authority with respect to a State or territory based on the unemployment rate in the State or territory as of such date.

“(II) PAYMENT OF WITHHELD AMOUNT.—Before paying to a State or territory the remainder of an amount allocated to the State or territory (subject to subclause (III)) that has been withheld by the Secretary under subclause (I), the Secretary shall require the State or territory to submit a second certification under subsection (d)(1), in addition to such other information as the Secretary may require.

“(III) RECOVERY OF AMOUNTS SUBJECT TO RECOUPMENT.—If a State or territory is required under subsection (e) to repay funds for failing to comply with subsection (c), the Secretary may reduce the amount otherwise payable to the State or territory under subclause (II) by the amount that the State or territory would otherwise be required to repay under such subsection (e).

“(B) TRIBAL GOVERNMENTS.—To the extent practicable, with respect to each Tribal government for which an amount is allocated under this subsection, the Secretary shall make the payment required for the Tribal government



not later than 60 days after the date of enactment of this section.

“(C) INITIAL PAYMENT TO DISTRICT OF COLUMBIA.—The Secretary shall pay the amount allocated under paragraph (3)(B)(ii) to the District of Columbia not later than 15 days after the date of enactment of this section.

“(c) REQUIREMENTS.—

“(1) USE OF FUNDS.—Subject to paragraph (2), and except as provided in paragraph (3), a State, territory, or Tribal government shall only use the funds provided under a payment made under this section, or transferred pursuant to section 603(c)(4), to cover costs incurred by the State, territory, or Tribal government, by December 31, 2024—

“(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

“(B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

“(C) for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

“(D) to make necessary investments in water, sewer, or broadband infrastructure.

“(2) FURTHER RESTRICTION ON USE OF FUNDS.—

“(A) IN GENERAL.—A State or territory shall not use the funds provided under this section or transferred pursuant to section 603(c)(4) to either directly or indirectly offset a reduction in the net tax revenue of such State or territory resulting from a change in law, regulation, or administrative interpretation during the covered period that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase.

“(B) PENSION FUNDS.—No State or territory may use funds made available under this section for deposit into any pension fund.

“(3) TRANSFER AUTHORITY.—A State, territory, or Tribal government receiving a payment from funds made available under this section may transfer funds to a private nonprofit organization (as that term is defined in paragraph (17) of section 401 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(17)), a Tribal organization (as that term is defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304)), a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.

“(d) CERTIFICATIONS AND REPORTS.—

“(1) IN GENERAL.—In order for a State or territory to receive a payment under this section, or a transfer of funds under section 603(c)(4), the State or territory shall provide the Secretary with a certification, signed by an authorized officer of such State or territory, that such State or territory requires the payment or transfer to carry out the activities specified in subsection (c) of this section and will use any payment under this section, or transfer of funds under section 603(c)(4), in compliance with subsection (c) of this section.

“(2) REPORTING.—Any State, territory, or Tribal government receiving a payment under this section shall provide to the Secretary periodic reports providing a detailed accounting of—

“(A) the uses of funds by such State, territory, or Tribal government, including, in the case of a State or a territory, all modifications to the State’s or territory’s tax revenue sources during the covered period; and

“(B) such other information as the Secretary may require for the administration of this section.

“(e) RECOUPMENT.—Any State, territory, or Tribal government that has failed to comply with subsection (c) shall be required to repay to the Secretary an amount equal to the amount of funds used in violation of such subsection, provided that, in the case of a violation of subsection (c)(2)(A), the amount the State or territory shall be required to repay shall be lesser of—

“(1) the amount of the applicable reduction to net tax revenue attributable to such violation; and

“(2) the amount of funds received by such State or territory pursuant to a payment made under this section or a transfer made under section 603(c)(4).

“(f) REGULATIONS.—The Secretary shall have the authority to issue such regulations as may be necessary or appropriate to carry out this section.

“(g) DEFINITIONS.—In this section:

“(1) COVERED PERIOD.—The term ‘covered period’ means, with respect to a State, territory, or Tribal government, the period that—

“(A) begins on March 3, 2021; and

“(B) ends on the last day of the fiscal year of such State, territory, or Tribal government in which all funds received by the State, territory, or Tribal government from a payment made under this section or a transfer made under section 603(c)(4) have been expended or returned to, or recovered by, the Secretary.

“(2) ELIGIBLE WORKERS.—The term ‘eligible workers’ means those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.

“(3) PREMIUM PAY.—The term ‘premium pay’ means an amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such



amount may not exceed \$25,000 with respect to any single eligible worker.

“(4) SECRETARY.—The term ‘Secretary’ means the Secretary of the Treasury.

“(5) STATE.—The term ‘State’ means each of the 50 States and the District of Columbia.

“(6) TERRITORY.—The term ‘territory’ means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

“(7) TRIBAL GOVERNMENT.—The term ‘Tribal Government’ means the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of this Act pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

**“SEC. 603. CORONAVIRUS LOCAL FISCAL RECOVERY FUND.**

“(a) APPROPRIATION.—In addition to amounts otherwise available, there is appropriated for fiscal year 2021, out of any money in the Treasury not otherwise appropriated, \$130,200,000,000, to remain available through December 31, 2024, for making payments under this section to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID–19).

“(b) AUTHORITY TO MAKE PAYMENTS.—

“(1) METROPOLITAN CITIES.—

“(A) IN GENERAL.—Of the amount appropriated under subsection (a), the Secretary shall reserve \$45,570,000,000 to make payments to metropolitan cities.

“(B) ALLOCATION AND PAYMENT.—From the amount reserved under subparagraph (A), the Secretary shall allocate and, in accordance with paragraph (7), pay to each metropolitan city an amount determined for the metropolitan city consistent with the formula under section 106(b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5306(b)), except that, in applying such formula, the Secretary shall substitute ‘all metropolitan cities’ for ‘all metropolitan areas’ each place it appears.

“(2) NONENTITLEMENT UNITS OF LOCAL GOVERNMENT.—

“(A) IN GENERAL.—Of the amount appropriated under subsection (a), the Secretary shall reserve \$19,530,000,000 to make payments to States for distribution by the State to nonentitlement units of local government in the State.

“(B) ALLOCATION AND PAYMENT.—From the amount reserved under subparagraph (A), the Secretary shall allocate and, in accordance with paragraph (7), pay to each State an amount which bears the same proportion to such reserved amount as the total population of all areas that are non-metropolitan cities in the State bears to the total population of all areas that are non-metropolitan cities in all such States.

“(C) DISTRIBUTION TO NONENTITLEMENT UNITS OF LOCAL GOVERNMENT.—

“(i) IN GENERAL.—Not later than 30 days after a State receives a payment under subparagraph (B), the State shall distribute to each nonentitlement unit of local government in the State an amount that bears the same proportion to the amount of such payment as the population of the nonentitlement unit of local government bears to the total population of all the nonentitlement units of local government in the State, subject to clause (iii).

“(ii) DISTRIBUTION OF FUNDS.—

“(I) EXTENSION FOR DISTRIBUTION.—If an authorized officer of a State required to make distributions under clause (i) certifies in writing to the Secretary before the end of the 30-day distribution period described in such clause that it would constitute an excessive administrative burden for the State to meet the terms of such clause with respect to 1 or more such distributions, the authorized officer may request, and the Secretary shall grant, an extension of such period of not more than 30 days to allow the State to make such distributions in accordance with clause (i).

“(II) ADDITIONAL EXTENSIONS.—

“(aa) IN GENERAL.—If a State has been granted an extension to the distribution period under subclause (I) but is unable to make all the distributions required under clause (i) before the end of such period as extended, an authorized officer of the State may request an additional extension of the distribution period of not more than 30 days. The Secretary may grant a request for an additional extension of such period only if—

“(AA) the authorized officer making such request provides a written plan to the Secretary specifying, for each distribution for which an additional extension is requested, when the State expects to make such distribution and the actions the State has taken and will take in order to make all such distributions before the end of the distribution period (as extended under subclause (I) and this subclause); and

“(BB) the Secretary determines that such plan is reasonably designed to distribute all such funds to nonentitlement units of local government by the end of the distribution period (as so extended).

“(bb) FURTHER ADDITIONAL EXTENSIONS.—If a State granted an additional extension of the distribution period under item (aa) requires any further additional extensions of such period, the request only may be made and granted subject to the requirements specified in item (aa).

“(iii) CAPPED AMOUNT.—The total amount distributed to a nonentitlement unit of local government

under this paragraph may not exceed the amount equal to 75 percent of the most recent budget for the nonentitlement unit of local government as of January 27, 2020.

“(iv) RETURN OF EXCESS AMOUNTS.—Any amounts not distributed to a nonentitlement unit of local government as a result of the application of clause (iii) shall be returned to the Secretary.

“(D) PENALTY FOR NONCOMPLIANCE.—If, by the end of the 120-day period that begins on the date a State receives a payment from the amount allocated under subparagraph (B) or, if later, the last day of the distribution period for the State (as extended with respect to the State under subparagraph (C)(ii)), such State has failed to make all the distributions from such payment in accordance with the terms of subparagraph (C) (including any extensions of the distribution period granted in accordance with such subparagraph), an amount equal to the amount of such payment that remains undistributed as of such date shall be booked as a debt of such State owed to the Federal Government, shall be paid back from the State’s allocation provided under section 602(b)(3)(B)(iii), and shall be deposited into the general fund of the Treasury.

“(3) COUNTIES.—

“(A) AMOUNT.—From the amount appropriated under subsection (a), the Secretary shall reserve and allocate \$65,100,000,000 of such amount to make payments directly to counties in an amount which bears the same proportion to the total amount reserved under this paragraph as the population of each such county bears to the total population of all such entities and shall pay such allocated amounts to such counties in accordance with paragraph (7).

“(B) SPECIAL RULES.—

“(i) URBAN COUNTIES.—No county that is an ‘urban county’ (as defined in section 102 of the Housing and Community Development Act of 1974 (42 U.S.C. 5302)) shall receive less than the amount the county would otherwise receive if the amount paid under this paragraph were allocated to metropolitan cities and urban counties under section 106(b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5306(b)).

“(ii) COUNTIES THAT ARE NOT UNITS OF GENERAL LOCAL GOVERNMENT.—In the case of an amount to be paid to a county that is not a unit of general local government, the amount shall instead be paid to the State in which such county is located, and such State shall distribute such amount to each unit of general local government within such county in an amount that bears the same proportion to the amount to be paid to such county as the population of such units of general local government bears to the total population of such county.

“(iii) DISTRICT OF COLUMBIA.—For purposes of this paragraph, the District of Columbia shall be considered to consist of a single county that is a unit of general local government.



“(4) CONSOLIDATED GOVERNMENTS.—A unit of general local government that has formed a consolidated government, or that is geographically contained (in full or in part) within the boundaries of another unit of general local government may receive a distribution under each of paragraphs (1), (2), and (3), as applicable, based on the respective formulas specified in such paragraphs.

“(5) PRO RATA ADJUSTMENT AUTHORITY.—The amounts otherwise determined for allocation and payment under paragraphs (1), (2), and (3) may be adjusted by the Secretary on a pro rata basis to the extent necessary to ensure that all available funds are distributed to metropolitan cities, counties, and States in accordance with the requirements specified in each paragraph (as applicable) and the certification requirement specified in subsection (d).

“(6) POPULATION.—For purposes of determining allocations under this section, the population of an entity shall be determined based on the most recent data are available from the Bureau of the Census or, if not available, from such other data as a State determines appropriate.

“(7) TIMING.—

“(A) FIRST TRANCHE AMOUNT.—To the extent practicable, with respect to each metropolitan city for which an amount is allocated under paragraph (1), each State for which an amount is allocated under paragraph (2) for distribution to nonentitlement units of local government, and each county for which an amount is allocated under paragraph (3), the Secretary shall pay from such allocation the First Tranche Amount for such city, State, or county not later than 60 days after the date of enactment of this section.

“(B) SECOND TRANCHE AMOUNT.—The Secretary shall pay to each metropolitan city for which an amount is allocated under paragraph (1), each State for which an amount is allocated under paragraph (2) for distribution to nonentitlement units of local government, and each county for which an amount is allocated under paragraph (3), the Second Tranche Amount for such city, State, or county not earlier than 12 months after the date on which the First Tranche Amount is paid to the city, State, or county.

“(c) REQUIREMENTS.—

“(1) USE OF FUNDS.—Subject to paragraph (2), and except as provided in paragraphs (3) and (4), a metropolitan city, nonentitlement unit of local government, or county shall only use the funds provided under a payment made under this section to cover costs incurred by the metropolitan city, nonentitlement unit of local government, or county, by December 31, 2024—

“(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

“(B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

“(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or

“(D) to make necessary investments in water, sewer, or broadband infrastructure.

“(2) PENSION FUNDS.—No metropolitan city, nonentitlement unit of local government, or county may use funds made available under this section for deposit into any pension fund.

“(3) TRANSFER AUTHORITY.—A metropolitan city, nonentitlement unit of local government, or county receiving a payment from funds made available under this section may transfer funds to a private nonprofit organization (as that term is defined in paragraph (17) of section 401 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(17))), a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.

“(4) TRANSFERS TO STATES.—Notwithstanding paragraph (1), a metropolitan city, nonentitlement unit of local government, or county receiving a payment from funds made available under this section may transfer such funds to the State in which such entity is located.

“(d) REPORTING.—Any metropolitan city, nonentitlement unit of local government, or county receiving funds provided under a payment made under this section shall provide to the Secretary periodic reports providing a detailed accounting of the uses of such funds by such metropolitan city, nonentitlement unit of local government, or county and including such other information as the Secretary may require for the administration of this section.

“(e) RECOUPMENT.—Any metropolitan city, nonentitlement unit of local government, or county that has failed to comply with subsection (c) shall be required to repay to the Secretary an amount equal to the amount of funds used in violation of such subsection.

“(f) REGULATIONS.—The Secretary shall have the authority to issue such regulations as may be necessary or appropriate to carry out this section.

“(g) DEFINITIONS.—In this section:

“(1) COUNTY.—The term ‘county’ means a county, parish, or other equivalent county division (as defined by the Bureau of the Census).

“(2) ELIGIBLE WORKERS.—The term ‘eligible workers’ means those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each chief executive officer of a metropolitan city, nonentitlement unit of local government, or county may designate as critical to protect the health and well-being of the residents

of their metropolitan city, nonentitlement unit of local government, or county.

“(3) **FIRST TRANCHE AMOUNT.**—The term ‘First Tranche Amount’ means, with respect to each metropolitan city for which an amount is allocated under subsection (b)(1), each State for which an amount is allocated under subsection (b)(2) for distribution to nonentitlement units of local government, and each county for which an amount is allocated under subsection (b)(3), 50 percent of the amount so allocated to such metropolitan city, State, or county (as applicable).

“(4) **METROPOLITAN CITY.**—The term ‘metropolitan city’ has the meaning given that term in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)) and includes cities that relinquish or defer their status as a metropolitan city for purposes of receiving allocations under section 106 of such Act (42 U.S.C. 5306) for fiscal year 2021.

“(5) **NONENTITLEMENT UNIT OF LOCAL GOVERNMENT.**—The term ‘nonentitlement unit of local government’ means a ‘city’, as that term is defined in section 102(a)(5) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(5)), that is not a metropolitan city.

“(6) **PREMIUM PAY.**—The term ‘premium pay’ has the meaning given such term in section 602(g).

“(7) **SECOND TRANCHE AMOUNT.**—The term ‘Second Tranche Amount’ means, with respect to each metropolitan city for which an amount is allocated under subsection (b)(1), each State for which an amount is allocated under subsection (b)(2) for distribution to nonentitlement units of local government, and each county for which an amount is allocated under subsection (b)(3), an amount not to exceed 50 percent of the amount so allocated to such metropolitan city, State, or county (as applicable).

“(8) **SECRETARY.**—The term ‘Secretary’ means the Secretary of the Treasury.

“(9) **STATE.**—The term ‘State’ means each of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

“(10) **UNIT OF GENERAL LOCAL GOVERNMENT.**—The term ‘unit of general local government’ has the meaning given that term in section 102(a)(1) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(1)).

**“SEC. 604. CORONAVIRUS CAPITAL PROJECTS FUND.**

“(a) **APPROPRIATION.**—In addition to amounts otherwise available, there is appropriated for fiscal year 2021, out of any money in the Treasury not otherwise appropriated, \$10,000,000,000, to remain available until expended, for making payments to States, territories, and Tribal governments to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease (COVID-19).

“(b) **PAYMENTS.**—

“(1) **MINIMUM AMOUNTS.**—From the amount appropriated under subsection (a)—

“(A) the Secretary shall pay \$100,000,000 to each State;



“(B) the Secretary shall pay \$100,000,000 of such amount in equal shares to the United States Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau; and

“(C) the Secretary shall pay \$100,000,000 of such amount in equal shares to Tribal governments and the State of Hawaii (in addition to the amount paid to the State of Hawaii under subparagraph (A)), of which—

“(i) not less than \$50,000 shall be paid to each Tribal government; and

“(ii) not less than \$50,000, and not more than \$200,000, shall be paid to the State of Hawaii for the exclusive use of the Department of Hawaiian Home Lands and the Native Hawaiian Education Programs to assist Native Hawaiians in accordance with this section.

“(2) REMAINING AMOUNTS.—

“(A) IN GENERAL.—From the amount of the appropriation under subsection (a) that remains after the application of paragraph (1), the Secretary shall make payments to States based on population such that—

“(i) 50 percent of such amount shall be allocated among the States based on the proportion that the population of each State bears to the population of all States;

“(ii) 25 percent of such amount shall be allocated among the States based on the proportion that the number of individuals living in rural areas in each State bears to the number of individuals living in rural areas in all States; and

“(iii) 25 percent of such amount shall be allocated among the States based on the proportion that the number of individuals with a household income that is below 150 percent of the poverty line applicable to a family of the size involved in each State bears to the number of such individuals in all States.

“(B) DATA.—In determining the allocations to be made to each State under subparagraph (A), the Secretary of the Treasury shall use the most recent data available from the Bureau of the Census.

“(c) TIMING.—The Secretary shall establish a process of applying for grants to access funding made available under section (b) not later than 60 days after enactment of this section.

“(d) DEFINITIONS.—In this section:

“(1) SECRETARY.—The term ‘Secretary’ means the Secretary of the Treasury.

“(2) STATE.—The term ‘State’ means each of the 50 States, the District of Columbia, and Puerto Rico.

“(3) TRIBAL GOVERNMENT.—The term ‘Tribal government’ has the meaning given such term in section 602(g).

“SEC. 605. LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND.

“(a) APPROPRIATION.—In addition to amounts otherwise available, there is appropriated for fiscal year 2021, out of any money in the Treasury not otherwise appropriated, \$2,000,000,000 to

remain available until September 30, 2023, with amounts to be obligated for each of fiscal years 2022 and 2023 in accordance with subsection (b), for making payments under this section to eligible revenue sharing counties and eligible Tribal governments.

“(b) AUTHORITY TO MAKE PAYMENTS.—

“(1) PAYMENTS TO ELIGIBLE REVENUE SHARING COUNTIES.—

For each of fiscal years 2022 and 2023, the Secretary shall reserve \$750,000,000 of the total amount appropriated under subsection (a) to allocate and pay to each eligible revenue sharing county in amounts that are determined by the Secretary taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with September 30, 2021.

“(2) PAYMENTS TO ELIGIBLE TRIBAL GOVERNMENTS.—For each of fiscal years 2022 and 2023, the Secretary shall reserve \$250,000,000 of the total amount appropriated under subsection (a) to allocate and pay to eligible Tribal governments in amounts that are determined by the Secretary taking into account economic conditions of each eligible Tribe.

“(c) USE OF PAYMENTS.—An eligible revenue sharing county or an eligible Tribal government may use funds provided under a payment made under this section for any governmental purpose other than a lobbying activity.

“(d) REPORTING REQUIREMENT.—Any eligible revenue sharing county receiving a payment under this section shall provide to the Secretary periodic reports providing a detailed accounting of the uses of fund by such eligible revenue sharing county and such other information as the Secretary may require for the administration of this section.

“(e) RECOUPMENT.—Any eligible revenue sharing county that has failed to submit a report required under subsection (d) or failed to comply with subsection (c), shall be required to repay to the Secretary an amount equal to—

“(1) in the case of a failure to comply with subsection (c), the amount of funds used in violation of such subsection; and

“(2) in the case of a failure to submit a report required under subsection (d), such amount as the Secretary determines appropriate, but not to exceed 5 percent of the amount paid to the eligible revenue sharing county under this section for all fiscal years.

“(f) DEFINITIONS.—In this section:

“(1) ELIGIBLE REVENUE SHARING COUNTY.—The term ‘eligible revenue sharing county’ means—

“(A) a county, parish, or borough—

“(i) that is independent of any other unit of local government; and

“(ii) that, as determined by the Secretary, is the principal provider of government services for the area within its jurisdiction; and

“(iii) for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program; and

“(B) the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands.

“(2) **ELIGIBLE TRIBAL GOVERNMENT.**—The term ‘eligible Tribal government’ means the recognized governing body of an eligible Tribe.

“(3) **ELIGIBLE TRIBE.**—The term ‘eligible Tribe’ means any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of this section pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

“(4) **SECRETARY.**—The term ‘Secretary’ means the Secretary of the Treasury.”

(b) **CONFORMING AMENDMENT.**—The heading for title VI of the Social Security Act (42 U.S.C. 801 et seq.) is amended by striking “FUND” and inserting “, FISCAL RECOVERY, AND CRITICAL CAPITAL PROJECTS FUNDS”.

## Subtitle N—Other Provisions

### SEC. 9911. FUNDING FOR PROVIDERS RELATING TO COVID-19.

Part A of title XI of the Social Security Act (42 U.S.C. 1301 et seq.) is amended by adding at the end the following:

#### “SEC. 1150C. FUNDING FOR PROVIDERS RELATING TO COVID-19.

“(a) **FUNDING.**—In addition to amounts otherwise available, there is appropriated to the Secretary, for fiscal year 2021, out of any monies in the Treasury not otherwise appropriated, \$8,500,000,000 for purposes of making payments to eligible health care providers for health care related expenses and lost revenues that are attributable to COVID-19. Amounts appropriated under the preceding sentence shall remain available until expended.

“(b) **APPLICATION REQUIREMENT.**—To be eligible for a payment under this section, an eligible health care provider shall submit to the Secretary an application in such form and manner as the Secretary shall prescribe. Such application shall contain the following:

“(1) A statement justifying the need of the provider for the payment, including documentation of the health care related expenses attributable to COVID-19 and lost revenues attributable to COVID-19.

“(2) The tax identification number of the provider.

“(3) Such assurances as the Secretary determines appropriate that the eligible health care provider will maintain and make available such documentation and submit such reports (at such time, in such form, and containing such information as the Secretary shall prescribe) as the Secretary determines is necessary to ensure compliance with any conditions imposed by the Secretary under this section.

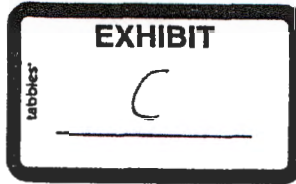
“(4) Any other information determined appropriate by the Secretary.

“(c) **LIMITATION.**—Payments made to an eligible health care provider under this section may not be used to reimburse any expense or loss that—

“(1) has been reimbursed from another source; or



OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021



U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Marion County Board of County Commissioners 601 SE 25th ave Ocala, Florida 34471-2690	DUNS Number: 073228454 Taxpayer Identification Number: 596000735 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Jeff Gold

A handwritten signature in black ink, appearing to read "Jeff Gold", written over a horizontal line.

Authorized Representative:

Title: Marion County BCC Chairman

Date signed: May 13, 2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.



- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS  
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Marion County Board of County Commissioners


Recipient

May 13, 2021

Date

Jeff Gold

Signature of Authorized Official



**PAPERWORK REDUCTION ACT NOTICE**

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COMMUNITY FOUNDATION  
*Ocala/Marion County*

## COUNTY ARPA NONPROFIT RELIEF PROPOSAL

### SUMMARY

On December 7, 2021, the Marion County Board of County Commissioners unanimously decided to commit support for nonprofits and allow the Community Foundation for Ocala/Marion County to work in partnership with County Community Services regarding the facilitation of the federal American Rescue Plan Act (ARPA) funding. This proposal aims to serve both Marion County's key priorities for Community Services, along with the intent of U.S. Treasury guidelines.

### PROPOSED NONPROFIT GRANT OBJECTIVES

The guiding principle of this proposal is to provide greater impact to established community priorities and needs with additional resources while responding to, mitigating, and preventing the spread of COVID-19. The Community Foundation will support Marion County for disbursement of federal ARPA funds dedicated to eligible Marion County nonprofits by developing the application process, coordinating application review, administering funding, providing technical assistance to applicants, overseeing reporting, tracking outcomes for the County, and submitting a final report prior to the expenditures' deadline.

Per 31 CFR 35.6b (7) eligible uses, *"Nonprofits. Assistance to nonprofit organizations, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID-19 public health emergency"*, these funding priorities will be distributed outlined by any of the below:

- a) Rural Services – established nonprofits serving in unincorporated Marion County
- b) Alignment with Marion County's Goal(s) –
- c) Capacity-building for nonprofits providing services outside of other Marion County grant restrictions

### DETAILED SCOPE OF WORK

The Community Foundation for Ocala/Marion County will develop the application including grant eligibility, submission deadline, and subsequent list of questions for the nonprofit to answer either in narrative and through uploading of supporting documents, setup the software platform, and coordinate with County Community Services for application approval prior to publication on April 15, 2022.

*Building A Stronger Community...* ONE PASSION AT A TIME



COMMUNITY FOUNDATION  
*Ocala/Marion County*

Nonprofit applications will be prepared via numerical code based on order of submission and we will create individual folders for each applicant's narrative and documentation after collection of applications, monitoring of supporting documentation, and providing professional guidance for those nonprofits needing navigational support with the software platform throughout the process.

A scoring evaluation rubric will be devised that aligns with the grant's purpose and intent, subsequently providing for County Community Services review and approval. Upon the County ARPA Grant Review Committee's selection of nonprofits, we will prepare award letters and supporting forms for attestation and compliance. After County Community Services review and approval, coordinate with the County PIO for the distribution event with County leadership with awarded nonprofits on July 22, 2022.

*Strategy I: Non-technical Assistance Grants*

*The Community Foundation for Ocala/Marion County will provide the following deliverables in coordination with Marion County Community Services:*

- Collect, compile, evaluate, and file all awardees' returned documentation for timely ACH disbursements
- Collect, compile, and evaluate all awardees' receipts and other supporting documentation with final reports DUE by \_\_\_\_\_
- Provide support on inquiries and requests regarding delivery of final report details
- Synthesize all reports and submit a final report to County Community Services by DATE

*Nonprofit organizations will be eligible for this grant program if they:*

- Are a 501c3 nonprofit
- Provide and/or able to expand services to unincorporated Marion County residents
- Are in good standing and up to date with required filings with the State of Florida and the IRS
- Suffered losses in fundraising or earned income revenue due to COVID-19, or have increased program delivery expenses and/or clientele demand for services due to COVID-19
- Demonstrated past strength in financial reporting and program capacity for handling larger grants

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COMMUNITY FOUNDATION  
*Ocala/Marion County*

Applicants will submit financial documentation including but not limited to audits, profit/loss statements, balance sheets, and other supporting organizational documentation upon request for the past two years. Nonprofits will be required to detail their financial impact of COVID-19, any changes necessary in how services are provided, and the plans for the use of grant funds. If salary related, applicants for grant programs may also be required to submit FY' 22 budgets and payroll reports (941s).

*Strategy II: Technical Assistance Grants*

*The Community Foundation for Ocala/Marion County will provide the following deliverables in coordination with Marion County Community Services:*

- Upon the County ARPA Grant Review Committee's selection of nonprofits, coordinated specified technical assistance plans of action for each respective awarded nonprofit
- Collect, compile, evaluate, and file all awardees' returned documentation for timely initiation of individual nonprofit grant programming
- Provide specified technical assistance as required and track quarterly progress by individual nonprofits
- Collect, compile, and evaluate all awardees' receipts and other supporting documentation with final reports DUE by \_\_\_\_\_
- Provide support on inquiries and requests regarding delivery of final report details
- Synthesize all reports and submit a final report to County Community Services by DATE

*Nonprofit organizations will be eligible for this grant program if they:*

- Are a 501c3 nonprofit
- Provide and/or able to expand services to unincorporated Marion County residents
- Are in good standing and up to date with required filings with the State of Florida and the IRS
- Suffered losses in fundraising or earned income revenue due to COVID-19, or have increased program delivery expenses and/or clientele demand for services due to COVID-19
- Demonstrated willingness to improve financial and program capacity for further grant awards

*Building A Stronger Community...* ONE PASSION AT A TIME

324 SE 24th St. Ocala, FL 34471

Phone: 352.622.5020

[www.OcalaFoundation.org](http://www.OcalaFoundation.org)





**COMMUNITY FOUNDATION**  
*Ocala/Marion County*

Applicants will submit financial documentation including but not limited to audits, profit/loss statements, balance sheets, and other supporting organizational documentation upon request for the past two years. Nonprofits will be required to detail their financial impact of COVID-19, any changes necessary in how services are provided, and the plans for the use of grant funds. If salary related, applicants for grant programs may also be required to submit FY' 22 budgets and payroll reports (941s).

### FUNDING BREAKDOWN

Within the permissible framework of U.S. Treasury guidelines, the below funding breakdown covers the time period between 3/1/2022 – 3/1/2024.

COUNTY ARPA NONPROFIT RELIEF PROPOSAL		COST
Strategy I - Nonprofits w/o Technical Assistance Needs		
	Grant allocations to nonprofits that already demonstrate readiness for providing proposed nonprofit grant objectives in Marion County	Up to \$500,000
Strategy II - Nonprofits w/Technical Assistance Needs		
	Grant allocations to nonprofits that have exhibited a smaller level of financial and/or program capacity yet demonstrate ability and/or willingness to meet one or more of the proposed nonprofit grant objectives in Marion County	Up to \$1,317,000
Grant Program Support Services		
	Application development, software platform, support services, nonprofit guidance, review processing, and coordination during application/award process	Up to \$25,000
	Federal guideline-performed single audit	Up to \$30,000
	Nonprofit technical support on financial capacity-building, site visits, quarterly monitoring/reporting (based on an approximate average of 12-15 applicants)	Up to \$85,000
	Community Services administration	Up to \$43,000

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324 SE 24th St. Ocala, FL 34471

Phone: 352.622.5020

[www.OcalaFoundation.org](http://www.OcalaFoundation.org)



COMMUNITY FOUNDATION  
*Ocala/Marion County*

## FUNDING DISTRIBUTION

A Notice of Funding Application will be made available between May 1 and May 31, 2022, for nonprofits to apply for needs related to COVID19 impact, within one or both of the previously mentioned proposed program objectives. Upon review, decisions will be made by June 30, 2022, with a distribution event following on July 22, 2022.

### *Strategy I – Non-technical Assistance Grants*

For those nonprofits that exhibit a steady program readiness and demonstrated history of capacity, where awardees will officially receive their letter of award and other documentation to accept individual nonprofit awards.

### *Strategy II: - Technical Assistance Grants*

For those nonprofits that have exhibited a smaller level of financial and/or program capacity yet demonstrate ability and/or willingness to meet one or more of the proposed nonprofit grant objectives, awardees will officially receive their letter of award and other documentation to accept their respective awards, to be facilitated via a draw-down basis with specific measurables involving technical assistance, according to the County ARPA Grant Review Committee determination.

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