

CHIP GRANT AGREEMENT

THIS AGREEMENT is entered into effective October ____, 2024, (the "Effective Date") even though it may be executed on prior or subsequent dates, among:

- Marion County, a political subdivision of the State of Florida ("**County**"); and
- Ocala Metro Catalyst Fund, Inc. ("**Subrecipient**").

WHEREAS:

- A. County has received funds allocated by Section 9901 of the American Rescue Plan Act from the Coronavirus Local Fiscal Recovery Fund.
- B. The American Rescue Plan Act authorizes the use of these funds to respond to the negative economic impacts of COVID-19, including assistance to households, small businesses, and nonprofits, and to aid impacted industries such as tourism, travel, and hospitality.
- C. County desires to stimulate and encourage diversified and long-term economic growth in Marion County. It is the intent of the Board of County Commissioners to promote value-added economic development activities by providing financial incentives to new and expanding target industries which create new jobs and capital improvements within Marion County.
- D. To facilitate the COVID response and ongoing issues due to COVID, the County has created the COVID Healthcare Incentive Program "CHIP" grant. This Program, otherwise known as C.H.I.P., has set aside monies to assist business who are facilitating resolutions to some of these issues.
- E. Subrecipient's programming provides disadvantaged microenterprise businesses still adversely affected by the COVID-19 pandemic with funding to assist underserved communities in Marion County through microlending and technical assistance.
- F. County is willing to assist Subrecipient. Subrecipient agrees to the Requirements set forth herein and the other terms and conditions hereof.
- G. The Board of County Commissioners of Marion County has determined that the County Grant is in the public interest because it stimulates and encourages diversified economic growth in Unincorporated Marion County and will provide assistance to disadvantaged microenterprise businesses located in Marion Oaks, Silver Springs Shores and Silver Springs CRA through microlending and technical assistance.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable considerations, the Parties hereto agree as follows:

1. **TERMS.** The Parties mutually agree to abide by the Standard Terms, attached hereto as **Exhibit A**.

The Standard Terms are subject to change if and when the National and/or State orders, including notices from the U.S. Department of the Treasury pertaining to the COVID 19 response and the American Rescue Plan Act, so require.

In addition, the Parties shall perform in accordance with all applicable laws, regulations, executive orders, and Treasury guidance including, but not limited to:

- A. 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.
- B. 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:
 - a. 2 C.F.R. Part 200, Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act.
 - b. 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.
- C. 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.
- D. 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.
- E. 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 award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- F. 31 C.F.R. Part 20. Governmentwide Requirements for Drug-Free Workplace.
- G. 31 C.F.R. Part 21. New Restrictions on Lobbying.
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- I. Generally applicable federal environmental laws and regulations.
- J. 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.
- K. 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.
- L. 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.

- M. 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.
 - N. 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.
 - O. 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.
 - P. 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.
 - Q. 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.
2. **FUNDING.** The Parties mutually agree to abide by the Funding and Scope of Work attached hereto as **Exhibit B** for the program described therein (the "Project"). COUNTY agrees to pay SUB-RECIPIENT for the Project's allowable costs, not to exceed **Seventy-Five Thousand Dollars (\$75,000.00)** unless the amount of funding is increased by COUNTY, as detailed in **Exhibit B**. Any amounts in excess of the amount allocated by COUNTY shall be the sole responsibility of SUB-RECIPIENT.
3. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information and items as detailed in **Exhibits A and B**.
4. **TERM.** The term of performance under this Agreement for the services shall commence upon execution of this Agreement. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect until December 31, 2026. All other terms of this Agreement shall remain in full force and effect until the latter of five years after all funds allocated by the Treasury to COUNTY have been expended or returned to the Treasury or December 31, 2031.
5. **SEVERABILITY.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
6. **MISCELLANEOUS.**

A. Information Required by 2 C.F.R. § 200.332.

- a. The Subrecipient's name (must match the name associated with its unique entity identifier): OCALA METRO CATALYST FUND, INC.
- b. The Subrecipient's unique entity identifier (formerly known as DUNS number): 93-1808717
- c. Federal Award Identification Number ("FAIN"): SLFRP1183
Federal Award Date of the award to the County: 5/13/2021
- d. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on the date of execution of this agreement and shall end on December, 31, 2026, unless terminated earlier in accordance with the provisions of this Agreement.
- e. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on the date of execution of this agreement and shall end on December 31, 2026.
- f. Amount of Federal Funds Obligated by this Agreement by the County to the Subrecipient: Seventy-Five Thousand Dollars (\$75,000.00).
- g. Total Amount of Federal Funds Obligated by the County to the Subrecipient, including the amounts in this Agreement: Seventy-Five Thousand Dollars (\$75,000.00).
- h. Total Amount of the Federal Award committed to the Subrecipient by the County: Seventy-Five Thousand Dollars (\$75,000.00).
- i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"):
- j. Contact information:
- k. Name of Federal Awarding Agency and Contact Information:

United States Department of Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue N.W. Washington, D.C. 20220 SLFRP@treasury.gov Telephone: 202-622-2000
Website: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund>

l. Contact Information for the County:

Marion County, Florida
Mounir Bouyounes
County Administrator
601 SE 25th Ave.,
Ocala, FL 34471
(352) 438-2300
Mounir.bouyounes@marionfl.org

- m. Contact Information for the Subrecipient: Kevin Sheilley, Executive Director, Ocala Metro Catalyst Fund, Inc., 310 SE Third St., Ocala, FL 34471

- n. Assistance Listing Number and Title: N/A
- o. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: Seventy-Five Thousand Dollars (\$75,000.00).
- p. This subaward is a program grant and not for Research and Development.
- q. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

B. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A – Standard Terms

Exhibit B – Funding and Scope of Work

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

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

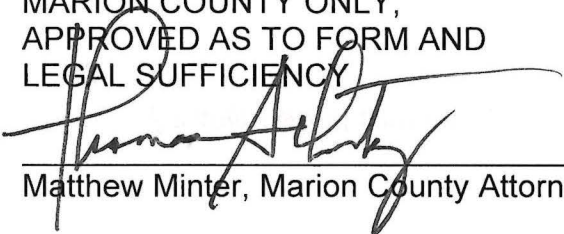
ATTEST:

MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

Gregory C. Harrell, Clerk Date

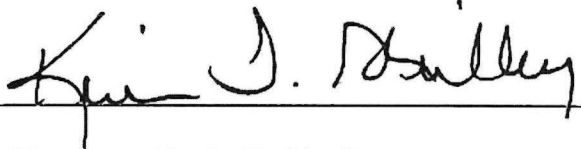
Michelle Stone, Chairman Date

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

For: 

Matthew Minter, Marion County Attorney

OCALA METRO CATALYST FUND, INC.

By: 

Print Name: Kevin T. Sheilley

Title: Executive Director

Date: 10.01.2024

WITNESS:

 10-1-24
Sign Name: _____ Date

Kimberly Langley
Print Name

 10/1/24
Sign Name: _____ Date

TAMARA FLEISCHAKER
Print Name

MARION COUNTY
STANDARD TERMS – PUBLIC FACILITIES AND IMPROVEMENT PROJECTS
American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund

The parties agree that performance of this Project is comprised of two (2) phases, to wit: Phase One – Operation and Phase Two – Reporting/Monitoring (from receipt of final Disbursement by SUB-RECIPIENT until the completion of all records retention obligations).

1. PHASE ONE – OPERATION:

- A. SUB-RECIPIENT shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of COUNTY. SUB-RECIPIENT shall be solely responsible for the manner, means and methods utilized by SUB-RECIPIENT to perform such services.
- B. Procurement: Unless specified otherwise within this Agreement, SUB-RECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 C.F.R. §200.
- C. Environmental Conditions:
 - 1. Air and Water
 - a) SUB-RECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C. §7401, *et seq.*
 - b) Federal Water Pollution Control Act, as amended, 33 U.S.C., §1251, *et seq.*, and 33 U.S.C. §1318 relating to inspection, monitoring, entry, reports and information, as well as all other regulations and guidelines issued thereunder; and,
 - c) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
 - 2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), SUB-RECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
 - 3. Asbestos:
 - a. The Asbestos National Emission Standards for Hazardous Air Pollutants (“NESHAP”) regulations specify Work practices for asbestos to be followed during demolitions and renovations of all structures, buildings and facilities. SUB-RECIPIENT, as the owner of the building, shall notify or shall require its operator/contractor of renovation or demolition to notify the appropriate state agency before any demolition, or before any renovations of buildings that could contain a certain threshold amount of asbestos or asbestos-

containing material. SUB-RECIPIENT shall contact or require its operator of renovation or demolition to contact the local DEP (Department of Environmental Protection) as they are delegated by the US EPA and authorized under the Florida Statutes to enforce the asbestos NESHAR regulations. Costs incurred from asbestos testing and abatement will be at SUB-RECIPIENT's expense.

- b. In the event that asbestos-containing materials or suspected asbestos-containing materials are discovered in the area designated for construction, SUB-RECIPIENT assumes responsibility to notify COUNTY, and all Workers of existing asbestos conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. SUB-RECIPIENT shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of asbestos-containing material. Work shall not continue until SUB-RECIPIENT, has the suspected asbestos-containing materials analyzed. This will be done promptly by SUB-RECIPIENT. If SUB-RECIPIENT proceeds after notification by COUNTY not to proceed, SUB-RECIPIENT shall become liable for all costs associated with the cleaning and clearance for occupancy (using TEM clearance testing method set out by the AHERA Regulations) of the structure or site.
- c. SUB-RECIPIENT will notify the Architect (if applicable) and COUNTY in writing immediately upon becoming aware of any material and/or equipment included in the Contract documents that contain asbestos so that alternative material and/or equipment can be submitted. SUB-RECIPIENT, material and equipment suppliers, and material and equipment manufacturers who provide material and equipment that contain asbestos will be liable for the cost of removal of such material and equipment from the Project and the SUB-RECIPIENT shall obtain the acknowledgment of all such suppliers and manufacturers of their liability for such removal.

3. Historic Preservation:

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

2. PHASE ONE – COMMENCEMENT, SUSPENSION, TERMINATION:

- A. In accordance with 2 C.F.R. Part 200.340, COUNTY may suspend, withhold payments, or terminate this Agreement and all payment to SUB-RECIPIENT in whole or in part for cause upon seven (7) calendar days' notice in writing to SUB-

RECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of the Agreement, c) refusal to accept conditions imposed by Treasury pertaining to activities covered by this Agreement, d) submittal to COUNTY of documentation which is incorrect or incomplete in any material respect, or e) changes in Federal or State law or the availability of grant funds as identified in this Agreement, which render the Project impossible or infeasible.

- B. In the event of default, lack of compliance or failure to perform on the part of SUB-RECIPIENT, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from SUB-RECIPIENT to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising SUB-RECIPIENT of deficiency and advising SUB-RECIPIENT that more serious sanctions may be taken if situation is not remedied; advise SUB-RECIPIENT to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise SUB-RECIPIENT to reimburse COUNTY for amount of costs incurred for any items determined ineligible.
- C. SUB-RECIPIENT, its assigns and successors, agree that funding is to be used solely as permitted under the American Rescue Plan Act. Default in such use shall result in COUNTY enforcing its remedies pursuant to this Agreement, including but not limited to SUB-RECIPIENT's immediate repayment of all funds provided pursuant to this Agreement.
- D. In accordance with 2 C.F.R. Part 200.339, with certain exceptions, this Agreement may be terminated in whole or in part for convenience by either COUNTY or SUB-RECIPIENT upon written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this Agreement that require compliance with laws, regulations or ordinances, or for records retention.

3. PHASE ONE - FUNDING:

- A. COUNTY shall make payment to SUB-RECIPIENT following the receipt of each Request for Reimbursement/Payment in accordance with the provision of this Agreement and Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act. COUNTY shall have no obligation to pay or see to payment of any Applicant except as may otherwise be required by law.
- B. The amount of each payment shall be less such amounts, if any, otherwise owing by SUB-RECIPIENT to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.
- C. Withheld Payment:

1. COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to SUB-RECIPIENT, to protect COUNTY from loss because of:
 - a. Evidence that the Work will not be completed in the time required;
 - b. Persistent failure to carry out the Work in accordance with this Agreement; and/or
 - c. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.
2. In the event that COUNTY makes written demand upon SUB-RECIPIENT for amounts previously paid by COUNTY as contemplated in this subparagraph, SUB-RECIPIENT shall promptly comply with such demand.

D. Final Statement:

Within thirty (30) days after completion of all services to be performed by it, SUB-RECIPIENT shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. COUNTY shall not be responsible for payments of any charges, claims or demands of SUB-RECIPIENT not received within said thirty (30) day period; however, such time may be extended with COUNTY discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of SUB-RECIPIENT.

E. Record Maintenance:

Financial records of costs incurred under terms of this Agreement will be maintained and made available upon request by COUNTY at all times during the period of this Agreement and for five (5) years after the end of this Agreement. Copies of these documents and records will be furnished to COUNTY upon request. SUB-RECIPIENT shall comply with all requests for records or information from COUNTY.

F. Treasury Funds:

The source of funding from COUNTY for payment of services performed under this Agreement are grants provided to COUNTY by the U.S. Department of the Treasury. SUB-RECIPIENT agrees that in the event that any grant is reduced or withheld by the Treasury, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that the Treasury determines that SUB-RECIPIENT has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, SUB-RECIPIENT shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.

G. Annual Appropriation:

COUNTY, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall

be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners, Marion County, Florida.

H. Audit:

Should SUB-RECIPIENT expend \$750,000.00 or more during its fiscal year in federal awards, SUB-RECIPIENT 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 SUB-RECIPIENT's fiscal year. If grant funds are under \$750,000.00, SUB-RECIPIENT shall submit annual Financial Statements, including profit and loss and balance sheet.

4. PHASE ONE – INDEMNIFICATION

SUB-RECIPIENT will indemnify, defend, and hold harmless COUNTY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by SUB-RECIPIENT, its agents, employees, or sub-contractors during the performance of the Agreement, except that neither SUB-RECIPIENT, its agents, employees nor any of its sub-contractors will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by COUNTY or any of its officers, agents or employees during the performance of the Agreement.

PHASE TWO – MONITORING AND REPORTING

Upon completion of Phase One, SUB-RECIPIENT will proceed with Phase Two, Monitoring, subject to the following Federal requirements:

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

- A. After Substantial Completion, in accordance with 2 C.F.R. Part 200, SUB-RECIPIENT 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.
- B. COUNTY will monitor all stages of the Project to ensure compliance with all Federal regulations and COUNTY guidelines. COUNTY shall have the right to monitor and evaluate all aspects of Phase Two. Such evaluation will be affected by the submission of reports and information by SUB-RECIPIENT.
- C. All records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of COUNTY's fiscal year (October 1 through September 30) in which this

Agreement is paid in full, expired, or terminated, whichever is later. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.

- D. SUB-RECIPIENT shall at any time during normal business hours and as often as COUNTY and/or Comptroller General of the United States and/or the Treasury and/or any of their duly authorized representatives may deem necessary, make available for examination all of SUB-RECIPIENT's records, books, documents, papers and data with respect to all matters covered by this Agreement, and shall permit COUNTY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement.
- E. As requested by COUNTY, SUB-RECIPIENT shall provide COUNTY, in a form prescribed by COUNTY, required reports summarizing progress, timetables, and financial information for monitoring and evaluating all aspects of Project undertakings. The format prescribed shall be in conformance with Treasury reporting requirements and COUNTY reporting procedures.

6. PHASE TWO - COMPLIANCE WITH LAWS:

- A. SUB-RECIPIENT shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, religion, sex, familial status, national origin, age or disability in the provision of services to their clients.
- B. SUB-RECIPIENT will comply with applicable Uniform Administrative Requirements as described in 2 CFR Part 200 regulations, incorporated herein by reference.
- C. SUB-RECIPIENT warrants that SUB-RECIPIENT has not employed or retained any company or person, other than a bona fide employee working solely for SUB-RECIPIENT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, COUNTY shall have the right to terminate this Agreement without liability.
- D. Certification of Anti-Lobbying: SUB-RECIPIENT certifies and discloses that, to the best of SUB-RECIPIENT's knowledge and belief:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence a County Commissioner, or an employee of COUNTY's Board of County Commissioners, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and that

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a County Commissioner, or an employee of COUNTY's Board of County Commissioners, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Public Records.

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

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

2. If, under this Agreement SUB-RECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SUB-RECIPIENT shall:
 - a. Keep and maintain public records required by COUNTY to perform the Project;
 - b. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SUB-RECIPIENT does not transfer the records to COUNTY; and,
 - d. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUB-RECIPIENT or keep and maintain public records required by COUNTY to perform this Project. If SUB-RECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUB-RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUB-RECIPIENT keeps and maintains public records upon completion of this Agreement, SUB-RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

3. If SUB-RECIPIENT fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SUB-RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes.

7. PHASE TWO - OTHER REQUIREMENTS:

- A. Although no "program income" is anticipated as a result of this Agreement, any such income received by SUB-RECIPIENT is to be paid to COUNTY within ten (10) days of receipt of such income. Upon completion of the Agreement, SUB-RECIPIENT shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.
- B. No forbearance on the part of COUNTY or SUB-RECIPIENT shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by any party of another party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of COUNTY and SUB-RECIPIENT.
- C. Any capital equipment acquired by SUB-RECIPIENT for the purpose of carrying on the Project, must be pre-approved in writing by COUNTY and shall be subject to the provisions of the Property Standards section of 2 CFR Part 200, Subpart D including, but not limited to, the provisions on use and disposition of property.
- D. Conflict of Interest: No employee, agent, consultant, officer or elected official or appointed official of SUB-RECIPIENT, who exercises or have exercised any function or responsibility with respect to the program or who is in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a program assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to an assisted project or with respect to the proceeds of the assisted project, either for themselves or those with whom they have a family or business ties, during their tenure or for one year thereafter.
- F. Separation of Church and State: Funds may not be used for religious activities. 2 CFR Part 200 specifies the limitations on funds, and is herein incorporated by reference.
- G. SUB-RECIPIENT must certify to COUNTY that SUB-RECIPIENT shall provide drug-free Workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 81) and with federal regulations at 2 CFR Part 200.
- H. SUB-RECIPIENT agrees that any news release, article, public service announcement or advertisement or any other type of publicity, program literature, brochures, and letterhead pertaining to the Project, must recognize Marion County Board of County Commissioners and the U.S. Department of the Treasury as providing funds for the Project.
- I. Grant Close-out Procedures: In accordance with 2 C.F.R. Part 200, the grant will be

closed out when:

1. All costs to be paid with program funds have been incurred;
2. The Work to be assisted with program funds has actually been completed; and,
3. Other responsibilities of SUB-RECIPIENT appear to have been carried out satisfactorily. Within ninety (90) days of the date it is determined to be completed, SUB-RECIPIENT will submit a copy of the final performance and evaluation report (2 C.F.R. Part 200).

8. PHASE ONE AND TWO - MISCELLANEOUS:

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. In the event that any governing laws, regulations, or guidance should be amended or changed, COUNTY shall amend this Agreement to comply with such changes. COUNTY will give written notice to SUB-RECIPIENT of any such changes. Upon such notification, the Agreement will be deemed amended.
- D. There are no understandings or agreements except as herein expressly stated.
- E. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, SUB-RECIPIENT hereby waives any and all privileges and rights it may have relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action by either party shall be filed in Marion County, Florida.
- G. E-Verify pursuant to §448.095, F.S. Section 448.095, Florida Statutes, requires SUB-RECIPIENT to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUB-RECIPIENT from entering into the Agreement unless it is in compliance therewith. Information provided by SUB-RECIPIENT is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
 1. 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.
 2. SUB-RECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees as follows:
 - a. It certifies and assures COUNTY that SUB-RECIPIENT is currently in fully compliance with Section 448.095, Florida Statutes, it is registered and uses the E-Verify System to verify work authorization status of all newly

hired employees.

- b. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that SUB-RECIPIENT has knowingly violated Section 448.09(1), Florida Statutes, that is, that SUB-RECIPIENT 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.
- c. When SUB-RECIPIENT enters into a contract with an employee, a contractor, or a subcontractor, SUB-RECIPIENT 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.
- d. SUB-RECIPIENT shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
- e. SUB-RECIPIENT shall immediately terminate the Contracting Party if SUB-RECIPIENT has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
- f. If COUNTY has a good faith belief that SUB-RECIPIENT's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that SUB-RECIPIENT has otherwise complied, COUNTY shall promptly order SUB-RECIPIENT to terminate the Contracting Party. SUB-RECIPIENT agrees that upon such an order, SUB-RECIPIENT shall immediately terminate the Contracting Party. SUB-RECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUB-RECIPIENT.
- g. If COUNTY terminates the Agreement with SUB-RECIPIENT, SUB-RECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.
- h. SUB-RECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
- j. SUB-RECIPIENT 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.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

H. Scrutinized Companies pursuant to §287.135, F.S.

- 1. Certification. If the Agreement is for One Million Dollars or more, SUB-RECIPIENT certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SUB-

RECIPIENT was not then and is not now:

- a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or
 - b. Engaged in business operations in Cuba or Syria.
 2. If the Agreement is for any amount, SUB-RECIPIENT certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SUB-RECIPIENT was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or
 - b. Engaged in a boycott of Israel.
- I. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and SUB-RECIPIENT meets any of the following criteria:
 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and SUB-RECIPIENT is found to have met any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes, or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes,
 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and SUB-RECIPIENT is found to have met any of the following prohibitions:
 - a. Met either prohibition set forth in Section "10(B)(1)" above or
 - b. Been engaged in business operations in Cuba or Syria.
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and SUB-RECIPIENT is found to have met any of the following prohibitions:
 - a. Met any prohibition set forth in Section "10(B)(2)" above or
 - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and SUB-RECIPIENT is found to have met any prohibition set forth in Section "10(B)(2)" above.
- F. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets the following criteria.
 1. Was entered into or renewed on or after July 1, 2018, and

2. SUB-RECIPIENT is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
- G. Comply; Inoperative. The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.
 - H. False Statements. SUB-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.
 - I. Publications. Any publication 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 ERAE0104 awarded to the Marion County Board of County Commissioners by the U.S. Department of the Treasury."
 - J. Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of the following assurances apply to all of the operations of the SUB-RECIPIENT's program(s) and activity(ies), so long as any portion of the SUB-RECIPIENT's program(s) or activity(ies) is federally assisted:
 - a. SUB-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.
 - b. SUB-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). SUB-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, SUB-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. SUB-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 SUB-RECIPIENT's programs, services, and activities.
 - c. SUB-RECIPIENT agrees to consider the need for language services for LEP persons when SUB-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>.

- d. SUB-RECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUB-RECIPIENT and SUB-RECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

SUB-RECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assigns to comply with the above assurances and agrees to incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964 and its regulations between SUB-RECIPIENT and SUB-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.

SUB-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 SUB-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 SUB-RECIPIENT for the period during which it retains ownership or possession of the property.

- K. Cooperation. SUB-RECIPIENT shall cooperate in any enforcement or compliance review activities by COUNTY or 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 SUB-RECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.
- L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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.

- M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- N. 2 CFR § 200.323. SUB-RECIPIENT must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- O. 2 CFR § 200.216. Funds under this agreement may not be used to procure or obtain certain telecommunications and video surveillance services or equipment as detailed in 2 CFR § 200.216.
- P. Domestic preferences for procurements. 2 CFR § 200.322. As appropriate and to the extent consistent with law, SUB-RECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

EXHIBIT B - FUNDING, TIME LINE AND SCOPE OF WORK

SUB-RECIPIENT: Ocala Metro Catalyst Fund, Inc.

Project: CDFI Microloan Funding – COVID Relief

The project is to provide disadvantaged microenterprise businesses with funding to assist these underserved communities through microlending and technical assistance. The project will respond to the ongoing negative economic impacts of COVID-19 that have adversely affected microbusinesses in Unincorporated areas of Marion County in accordance with the requirements of section 603(c)(1) of the American Rescue Plan Act.

I. Approved Grant Budget:

The project consists of providing funding up to a maximum amount of Seventy-Five Thousand Dollars (\$75,000.00) for Subrecipient to administer as assistance for qualifying Applicants in accordance with this Agreement.

II. Performance Measurements:

Goal One: Expand the capacity of Subrecipient's CDFI program.

Goal Two: Respond to the public health emergency with respect to the continuing negative economic impacts of COVID-19 through assistance to disadvantaged microenterprise businesses through microlending and technical assistance.

III. Project Description:

Subrecipient may provide funding to Applicants who meet the following criteria:

- a. Applicant must be a resident of Marion County, Florida;
- b. Subrecipient will direct this grant funding to serve as a Community Development Financial Institution, as designated by the US Treasury. As a CDFI, the Fund makes loans to disadvantaged entrepreneurs primarily in three targeted communities of Marion Oaks, Silver Springs Shores, and West Ocala. SUBRECIPIENT will use the funds as a 2 to 1 match to private sector contributions (SUBRECIPIENT raises \$150,000 from other sources to the \$75,000 from the County). The County funds would be completely restricted to lending (no admin) and would remain in Unincorporated areas of Marion County for Marion County residents with Marion County businesses. Specific areas that would be targeted by this program include the Silver Springs CRA, Silver Springs Shores and Marion Oaks. Part of the requirement for microlending is ongoing technical support which SUBRECIPIENT provides both pre and post loan.

The funding provided under this Agreement may only be used as a 2 to 1 match

to private sector contributions as provided herein. Subrecipient shall ensure that the remaining funding is provided from other sources.

IV. **Financial Performance Standards:**

All costs will be paid by County directly to Subrecipient in the form of a check made payable to Subrecipient. All County requests to Subrecipient for documentation of financial performance shall include copies of invoices and documentation of payment. Any questions or discrepancies must be resolved by Subrecipient before being paid.

V. **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.

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.

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

Any funds paid to SUB-RECIPIENT 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.

VII. **Project Outcomes:**

The proposed outcome will respond to the negative economic impacts of COVID-19 and result in assistance to households and businesses in Marion County to respond to the negative economic impacts of COVID-19 in accordance with the requirements of section 603(c)(1) of the American Rescue Plan Act.