

**AGREEMENT BETWEEN MARION COUNTY, FLORIDA, AND THE
OCALA/MARION COUNTY CHAMBER OF COMMERCE D/B/A Ocala
METRO CHAMBER AND ECONOMIC PARTNERSHIP FOR ECONOMIC
DEVELOPMENT AND SMALL BUSINESS INCUBATOR SERVICES FOR THE
PERIOD BEGINNING OCTOBER 1, 2022 TO SEPTEMBER 30, 2023**

This Agreement, made and entered into October 1, 2022, by and between Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and the Ocala/Marion County Chamber of Commerce, Inc., a registered Florida Not-for-Profit 501(c)(6) Corporation, located at 310 SE Third Street, Ocala, FL, 34471 and possessing FEIN# 59-0345090, and d/b/a the Ocala Metro Chamber and Economic Partnership, (hereinafter referred to as the "CEP") for CEP's provision of economic development and small business incubator related services.

WITNESSETH: In consideration of the mutual covenants and promises contained herein, COUNTY and CEP (the "PARTIES") agree as follows:

Section 1 - Term: This Agreement shall take effect upon the date of full execution by both parties, for an Initial Term commencing on October 1, 2022 and shall be valid for a period of one (1) year. The term of this Agreement may be extended for one (1) additional one-year term, by mutual written approval of the parties.

Section 2 - Purpose of this Agreement: This Agreement describes a scope of services CEP will provide to COUNTY. It establishes a not-to-exceed level of funding by COUNTY and defines the types of services and expenses for which COUNTY'S funding to CEP may be spent by CEP. The Agreement establishes the criteria that will be used by the COUNTY in evaluating overall performance, making payments, and continuation of services beyond the current term of the Agreement.

Section 3 - Definition: For the purpose of this Agreement, the reference to "Marion County" shall imply all areas of the county including both incorporated cities as well as the unincorporated areas.

Section 4 - Scope of Services: CEP will provide a series of economic development and small business incubator services to promote opportunities leading to the creation of new to Marion County employment, new or emerging business formation and new capital investment opportunities.

The CEP shall provide to the COUNTY the following services:

A. Business Recruitment, Retention and Assistance Services

1. New employer recruitment services - CEP shall provide a proactive business recruitment program designed to identify and target potential employers for the relocation or expansion of business operations to Marion County.
2. Real estate support services - CEP shall develop and maintain an interactive electronic web-based business real estate inventory program featuring existing countywide facilities and available building sites suitable to meet the needs of new and existing employers, site

selection consultants and other business professionals seeking potential locations for new business activities.

3. Existing employer assistance services - CEP shall provide individualized assistance to existing employers and entrepreneurs seeking to expand business operations within Marion County. These services shall include, at a minimum, coordination between the employer and local governments, real estate assistance, demographic and economic marketing research, international trade support, and government procurement services.
4. Workforce assistance services - CEP shall coordinate with CareerSource Citrus Levy Marion to maximize the ability of new and existing employers with available employee recruitment, screening, training services and eligibility for potential employee related workforce training or wage incentives. CEP will also coordinate with local education providers to ensure a pipeline of future employees based on the needs of current and potential employers.
5. Employer recruitment marketing products and services - CEP shall design and produce a series of marketing brochures, fliers, mailers, electronic media and other means of direct and indirect marketing initiatives for employer recruitment. All CEP printed or electronic marketing, shall have the COUNTY logo prominently included within the design indicating COUNTY as a major stakeholder. A copy of the approved COUNTY logo design is available from COUNTY'S *Manager of Public Information*.
6. Marion County support services - CEP shall provide one (1) corporate table at no cost indicating COUNTY as a major stakeholder at all CEP community breakfast, luncheon and dinner functions. COUNTY shall receive all benefits available through the Chairman's Circle Partnership level and free registration for annual events such as the Business Expos. This will also include any new community-wide meetings or events that may be created or held during the term of this Agreement by CEP.

B. Small Business Incubator Services

1. Small business incubator facility services - CEP shall provide a minimum of 5,000 square feet of facility space to accommodate emerging entrepreneurial opportunities at one or more facilities throughout Marion County.
2. Entrepreneurial workshop services - CEP shall provide a series of workshops scheduled throughout the term of this agreement to support emerging entrepreneurs. These workshops shall include topics such as the drafting of a business plan, budgeting, accounting, business formation and registration.
3. Professional services - CEP shall provide customized forums for all incubator tenants with area bankers, accountants, legal personnel and representatives from other disciplines that may be helpful to the entrepreneurial development of the incubator's resident tenants and other participating community entrepreneurs.

4. Access to capital services - CEP shall identify and develop access to capital resources such as angel investors or investment pools that may be of value to the development and growth of the incubator's resident tenants.

Section 5 - Funding and Use of Funds: During the Initial Term of this Agreement, COUNTY agrees to provide funding to CEP in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) in exchange for the substantial accomplishment of the performance measures outlined in Section 6 of this Agreement. This funding shall be paid in twelve (12) installments, each of which shall not to exceed Twenty-five Thousand Dollars (\$25,000.00).

A. Payment of Funds - CEP shall submit written monthly invoices to County on the last day of each month, beginning with October 31, 2022. Each invoice shall provide a detailed statement indicating accomplishments supporting the performance measures and milestones as set forth in Section 6 of this Agreement. The following conditions also will apply:

- I. COUNTY will review and process approved monthly invoices for payment within fifteen (15) business days from the date of receipt of documents including the monthly invoice and a statement of accomplishments for the month related to the performance measures outlined in Section 6 of this Agreement.
2. COUNTY may withhold all or a portion of the monthly invoices if COUNTY determines that there has not been substantial accomplishment of performance measures outlined in Section 6 of this Agreement. However,
 - a) Any withheld funds may be paid at the discretion of COUNTY to CEP at the end of the Initial Term of this Agreement provided that CEP has accomplished all of the performance measures set forth in Section 6 no later than September 30, 2022.
 - b) If CEP does not accomplish the minimum performance requirements of this Agreement by the end of the Initial Term, and COUNTY desires to extend this Agreement for another year, the unearned balance of the Three Hundred Thousand Dollars (\$300,000) shall not carry forward to the new term year, and COUNTY, with such extension, shall establish a new maximum funding amount for the new term year.
3. In the event that CEP has met all of the performance measures outlined in Section 6 of this Agreement and has not expended all of those funds on qualified expenses within the Initial Term, CEP may retain the balance of those funds to be used for qualified expenses for the next fiscal year provided COUNTY elects to extend the term of this Agreement. If COUNTY does not extend this Agreement, no expenditure of the remaining funds shall be made after September 30, 2023. The CEP shall return such balance to COUNTY within thirty (30) days following the end of the Initial Term.

B. Eligible Expenditures and Use of County Funds: CEP acknowledges and agrees that all funding paid by COUNTY pursuant to this Agreement shall be expended by CEP only for eligible business activities as outlined below, occurring on or after October 1, 2022:

1. The costs of administration, salaries, wages or other forms of CEP employee compensation or benefits.
2. The costs incurred to engage third-party professionals to generate and coordinate new business prospects or employer leads to support CEP staff marketing initiatives.
3. The costs incurred for capital improvements required to support facility renovations, the installation of new hardware, software technology or specialized equipment required to support the needs of CEP's Power Plant Business Incubator.
4. The costs incurred to design and produce electronic and printed booklets, brochures, pamphlets, fliers, cards or other forms of direct and indirect marketing used to promote Marion County as a viable business location.
5. The costs incurred for direct mail or electronic marketing campaigns, trade shows, site selection and consultant forums or scheduled formal events related to the recruitment of Marion County's targeted manufacturing, aviation and technology-based employers and entrepreneurs.
6. The costs related to travel, airfare, hotel, vehicle leasing or rental and fuel.

C. Activities Not Eligible for Reimbursement - COUNTY funding may not be used by CEP for payment of any of the following activities or expenses:

1. The costs of food, beverages, alcohol or other forms of entertainment such as golfing, hunting, fishing, sporting events or similar group activities.
2. The costs of CEP's electric, water, sewer, gas, telecommunications services or other utilities.
3. The costs of subsidizing rental or lease rates of proposed facilities or third-party staffing requirements.
4. The costs of any activities associated with political action or lobbying of public officials unless authorized by COUNTY in writing.

CEP shall be responsible for clarifying with COUNTY any questions concerning the eligibility of any particular activity or expenditure. All questions concerning eligible costs shall be submitted directly to COUNTY's County Administrator for review and upon which his/her determination shall be final.

Section 6 - Performance Measures: CEP shall, as a minimum performance during the Term of this Agreement, accomplish the following measures:

A. Business Attraction Performance Measures

1. CEP shall submit to COUNTY, no later than January 31, 2022, a written updated "Business Recruitment and Marketing Plan" identifying CEP's proposed strategy for implementing an ongoing marketing initiative for new employer recruitment. This "Plan" shall include, at the minimum, targeted employer recruitment strategies, site selection consultant initiatives, trade shows and electronic marketing strategies, business-to-business recruitment initiatives, strategies designed to foster entrepreneurial advancement at the Power Plant, business retention and assistance initiatives and other programs designed to encourage employer recruitment, local retention or entrepreneurial development.
2. CEP shall host a minimum of twenty-five (25) site visits for prospective new employers during the Term of this Agreement with the goal of creating new-to-Marion County employment opportunities. COUNTY shall be an active part of the team assisting these prospective business visits and tours of area facilities and sites.
3. CEP shall complete a minimum of five (5) marketing events, campaigns and/or trade shows.
4. CEP shall identify and schedule appointments with a minimum of thirty-five (35) regional or national site selection consultants during the Term of this Agreement. The site selection consultant initiative shall also include a minimum of four (4) onsite visits by one or more representatives of a national site selection consultant team(s) to tour Marion County's available existing facilities, building sites and support infrastructure.

B. Business Retention Performance Measures

1. CEP shall conduct a minimum of one hundred fifty (150) site visits with existing Marion County employers as part of an overall business retention program during the Term of this Agreement. These visits shall be documented as part of the CEP's "Salesforce CRM" tracking system. COUNTY shall be briefed on the information collected during these visits to assist in the coordination of COUNTY personnel and resources for resolving, when appropriate, the need of the individual business.
2. CEP shall implement a "Corporate Visitation Program" and conduct a minimum of two (2) corporate visits within the Term of this Agreement. These visits will include companies that fall within the following profile: corporate headquarters that are physically located beyond Marion County and own or operate a branch or division facility within Marion County.

3. CEP shall plan and implement at least one (1) expo events to promote existing business careers.

C. Small Business Incubator and Business Creation Performance Measures

1. CEP shall maintain a minimum of fifty percent (50%) occupancy at the Power Plant Business Incubator.
2. CEP shall facilitate the graduation of a minimum of three (3) resident entrepreneurial tenants from the Power Plant during the Term of this Agreement. An overall goal of this initiative is to transfer a minimum of two (2) of the graduating companies to alternative Marion County locations.
3. CEP's Business Creation initiative shall assist a minimum of one hundred twenty-five (125) individuals seeking to start or engage in new entrepreneurial business opportunities.
4. The CEP will assist at least 100 entrepreneurs through the IMPACT initiative.
5. The CEP will work to open a neighborhood incubator in one of the targeted Marion County communities to encourage entrepreneurship.

D. General Services and Future Performance Measures

1. CEP shall maintain and update an electronic web/internet based "*Marion County Industrial and Commercial Real Estate Inventory*" database featuring existing facilities and available building site locations.
2. The Marion County Board of County Commissioners and CEP stakeholders may convene a joint Workshop by July 1, 2023 to further review and update the vision and direction of the community's economic development efforts. This joint meeting may include but not be limited to employer and job creation goal setting, fund development, performance measurements and other delivery system issues. The data collected from this session **will** be used for drafting and evaluating performance goals and objectives as part of the annual revision and update of this Agreement. CEP would coordinate this meeting with the *County Administrator of his designee*.

Section 7 -Financial and State of Florida Reporting Requirements

A. Quarterly Financial Reports

1. In addition to the monthly invoicing for services outlined in Section 5A above, CEP shall provide a written Quarterly Financial Report to the COUNTY. This Quarterly Report shall include an accounting for all CEP approved expenditures, as outlined in Section 5B of this Agreement.
2. Quarterly Financial Reports will be due to COUNTY on the following schedule:
 - a) First Quarterly Report (October- December) due on or before January 15, 2023
 - b) Second Quarterly Report (January-March) due on or before April 15, 2023
 - c) Third Quarterly Report (April-June) due on or before July 15, 2023
 - d) Fourth Quarterly Report (July- September) due on or before September 30, 2023

Failure to provide timely written quarterly reports will indicate a "default" by CEP in the performance of this Agreement that may result in a forfeiture of any future funding obligated under this Agreement.

3. CEP shall reimburse COUNTY for any payments made for activities, products or services that are determined by COUNTY's *Internal Auditor* as non-qualifying expenditures as outlined in Section 5(C) of this Agreement or is not part of the eligible expenditures indicated in Section 5(B) of this Agreement. Any required reimbursements shall be made by CEP within thirty (30) days of a written notice and instruction by the COUNTY's *Internal Auditor*.

B. Annual State of Florida Report

The *State of Florida* (Section 125.045(4), Florida Statutes) requires an annual performance report for any economic development organization (commonly referred to as an EDO) contracted by the governing body of a county and receiving county funds, to submit a report to the county detailing how the county funds were spent and the results of the organization's efforts.

1. **CEP shall provide an electronic report, utilizing the format required by the State of Florida and outlined below, to COUNTY on or before December 21, 2022. This is a legislative mandate of the State of Florida.** Failure to provide this report in a timely manner may result in suspension of any further payment or financial obligation by COUNTY.
2. CEP's annual report shall be submitted directly to COUNTY's CEP contract manager, *Amanda Tart, Executive Director Administrative Services* by email at: Amanda.tart@marionfl.org. COUNTY, will in turn, be responsible for the filing of this information with the "*Florida Office of Economic and Demographic Research*" (EDR).

CEP shall provide the following information in the format outlined below and include all data as it relates to activities conducted by CEP throughout Marion County:

- A. Ocala Metro Chamber and Economic Partnership (CEP) and your contact information

- B. Name of Local Government: Marion County Government
Contact: Amanda Tart, Executive Director for
Administrative Services
- C. Marion County Annual Contract Amount: General Services Award: NTE \$300,000.00.
- D. Total of all funds received from other governmental bodies for this Quarter: \$ _____
(Please provide dollar amount and the name of each organization)
- E. Funds received from private investors this Quarter: \$ _____ -
(Individual dollar amounts, and corporate names not
required)
- F. Administrative Cost for CEP for the Quarter: \$ _____ (Salaries, wages and benefits)
- G. Number and names of businesses assisted by CEP and the type of assistance provided. This includes
assisting businesses with:
- a. Customized Assistance
 - i. site selection
 - ii. permitting and licensing
 - iii. job training
 - iv. incentives education and referral (federal or state)
 - v. technical assistance
 - b. General Assistance
 - i. Demographics and market research
 - ii. Workforce assistance - recruitment, screening and placement of new employees
 - iii. Strategic planning assistance
 - iv. Forums and workshops
 - c. Financial Assistance
 - i. Loan programs- Name(s) of companies and the amount of loans granted
 - ii. Grants and matching funds assistance - the type of funds granted, and the dollar
amount of the funds provided
- H. Total capital investment of businesses who have been assisted by CEP: \$ _____ (Please
provide individual names and amounts)
- I. Total foreign investment of businesses who have been assisted by CEP: \$ _____ (Please
provide individual names and amounts)
- J. Number of new direct jobs (those employed by the new business) resulting from a business being
moved into Marion County or expanding within Marion County due to assistance provided by the
CEP: (Please provide the individual name(s) and number of jobs created as a result of CEP
participation and a description of the role played by CEP)
- K. Number of these jobs retained and the length of the job retention: (Please provide individual name(s)
of each company)
- L. The type of incentives and the amount of incentives that CEP has successfully assisted businesses in
receiving:
- M. Any additional information that would show an economic benefit to Marion County Government as a
result of the efforts of CEP.

Section 8 - Assignment: CEP shall not transfer or assign this Agreement without the written approval by COUNTY. However, for the purpose of implementing the scope of services and overall performance of this Agreement, CEP may subcontract to any third-party professional service provider one or more portions of the required services to accomplish the objectives of this Agreement.

Section 9-Amendments: This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 - Notices: Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand delivery, and shall be deemed effective if mailed, when deposited in a U.S. Postal Service

mailbox with postage prepaid or, if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. COUNTY'S and CEP'S representatives for notice purposes are:

CEP: Ocala Metro Chamber and Economic Partnership
310 SE Third Street
Ocala, FL, 34471
CONTACT PERSON: Kevin T. Sheilley, President and
CEO PHONE: 352-629-8051
E-MAIL: kevin@ocalacep.com

COUNTY: Marion County Government
601 SE 25th Avenue, Ocala, FL 34471
CONTACT PERSON: Amanda Tart
Executive Director for Administrative Services
PHONE: 352-438-2300
EMAIL: Amanda.tart@marionfl.org

Section 11 - Books and Records: The CEP shall keep records of all financial transactions. The COUNTY shall have a right to review and audit such records associated with the implementation of this grant at the CEP's office during normal business hours or request copies thereof to be provided to the COUNTY. One or more audit(s) of this Agreement by COUNTY or its representative may occur during the duration of this Agreement and up to six months following the termination date.

Section 12 - Public Records:

A. If, under the Agreement, CEP is providing services and is acting on behalf of COUNTY as provided under section 119.011(2), Florida Statutes, CEP, 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 CEP 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 CEP or keep and maintain public records required by COUNTY to perform the service. If CEP transfers all public records to COUNTY upon completion of this Agreement, CEP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CEP keeps and maintains public records upon completion of this Agreement, CEP 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 CEP fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this section, CEP may be subject to penalties under Section 19.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

C. **IF CEP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CEP'S 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@marioncountyfl.org

Section 13 - Indemnification: CEP and any subcontractors providing services to CEP under this Agreement shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of CEP or its employees, officers, or agents in performance of this Agreement.

Section 14 - Insurance: During the period CEP renders services on behalf of COUNTY, CEP shall provide a *Certificate of Insurance*, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The *Marion County Procurement Services Director* shall be shown as the Certificate Holder, and the Certificate should provide for a thirty (30) day cancellation notice to that address with policies for the following:

A. **Worker's Compensation** shall be purchased and maintained by CEP with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

B. **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. The policy must be maintained by CEP for the duration of this Agreement.

Section 15 - Independent Capacity: In the performance of this Agreement, CEP will be acting in the capacity of an "independent contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CEP shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CEP in the full performance of the Scope of Services performed on behalf of this Agreement.

Section 16 – Default termination: In the event CEP fails to comply with the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CEP in writing, specifying the nature of the default and providing CEP with thirty (30) calendar days in which to rectify such default. In the event the default is not cured within the time period given, COUNTY may terminate this Agreement upon written notice to CEP without prejudice to COUNTY in terms of any right or for cause.

The COUNTY will be responsible for compensation to CEP only to the termination date of this Agreement. COUNTY will compensate CEP for all eligible activities incurred or performed pursuant to this Agreement and shall have no further obligation to CEP, other than to pay for services rendered prior to termination.

Section 17 - Termination for Loss of Funding/Cancellation for Unappropriated Funds: The obligation of COUNTY for payment to CEP is limited to the availability of funds appropriated in a current fiscal period, and continuation of the agreement into a subsequent fiscal period is subject to further appropriation of funds. All payments to CEP subcontractors are the individual and sole responsibility of CEP.

Section 18 - Legal Matters: This Agreement is to be performed in Marion County, Florida. The parties agree that the venue for the judicial resolution of any dispute between the parties related to the enforcement of the terms of this Agreement shall be in Marion County, Florida, and that any such action shall be brought in the Circuit Court of Marion County, Florida. The parties hereto expressly waive the right to a jury trial in any such legal proceeding. In the event of any such legal action, each party shall bear its own costs and attorney fees.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized officers on the 20th day of September, 2022.

MARION COUNTY, a political subdivision of the state of Florida:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

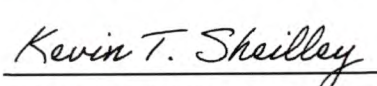

CARL ZALAK III, CHAIRMAN


MATHEW G. MINTER, COUNTY ATTORNEY

ATTEST:


GREG HARRELL,
CLERK OF THE COURT

OCALA/MARION COUNTY CHAMBER OF COMMERCE, INC D/B/A OCALA METRO CHAMBER AND ECONOMIC PARTNERSHIP:


KEVIN T. SHEILLEY, PRESIDENT AND CEO

MARION COUNTY ADDITIONAL TERMS AND CONDITIONS

This Marion County Additional Terms and Conditions (this "ATC") in reference to the attached Agreement Between Marion County, Florida and the Ocala/Marion County Chamber of Commerce d/b/a Ocala Metro Chamber and Economic Partnership, for Economic Development and Small Business Incubator Services for the Period Beginning October 1, 2022 to September 30, 2023, forming the eleven (11) page agreement between the Parties (the "Agreement") between **OCALA-MARION COUNTY CHAMBER OF COMMERCE, INC.**, a Florida not-for-profit corporation, with a principal address of 310 SE 3rd St., Ocala, FL 34471, FEIN 59-0345090 ("CONTRACTOR") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties.")

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the Agreement.

1. **Governmental Entity.** CONTRACTOR acknowledges that in light of COUNTY being a governmental entity, this ATC is needed and shall govern the Agreement.
2. **Material Term; Conflict.** This ATC is a material term of the Agreement and same is relied upon by COUNTY in entering into the Agreement. A breach of this ATC is a material breach of the Agreement. The Parties expressly agree that notwithstanding anything to the contrary set forth in the Agreement, in the event of a conflict or inconsistency between the terms of this ATC and those of the Agreement, the terms of this ATC shall govern.
3. **Prompt Payment Act.** CONTRACTOR acknowledges that notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligations and responsibilities for payment and non-payment under the Agreement, including, but not limited to, the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act (2022).
4. **E-Verify pursuant to § 448.095, Fla. Stat.** Section 448.095, Florida Statutes (2022), requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the 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. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees as follows:

1. It certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes (2022), it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
 2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes (2022), that is, that CONTRACTOR 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 CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR 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. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
 5. CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2022), as set forth above.
 6. If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.095, Florida Statutes (2022), but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
 7. If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
 8. CONTRACTOR 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 the Agreement and may not be considered as such.
 10. CONTRACTOR 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 the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.
5. **Scrutinized Companies pursuant to § 287.135, Fla. Stat.**
- A. **Certification.**
1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR 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 (2022), or
 - b. Engaged in business operations in Cuba or Syria.
- 2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2022), or
 - b. Engaged in a boycott of Israel.
- B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and CONTRACTOR meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to have met any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2022), 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 CONTRACTOR is found to have met any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
 - 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; or
 - c. 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 CONTRACTOR is found to have met any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
 - 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;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. 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 CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
 - 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; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and

2. CONTRACTOR 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.
- D. **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.
6. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** CONTRACTOR certifies and assures COUNTY that CONTRACTOR and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes (2022), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2022), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2022). CONTRACTOR acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.
7. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, all liability of COUNTY shall be limited to the limits set forth in 768.28, Florida Statutes (2022), whether sounding in contract, tort or otherwise. This Section shall survive the termination of the Agreement.
8. **Rights of Third Parties.** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.
9. **Waiver.** Notwithstanding anything set forth to the contrary in the Agreement, no waiver of any default by any Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give another Party any contractual right by custom, estoppel, or otherwise.
10. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

11. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.
12. **Applicable Law/Jurisdiction/Venue.** The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.
13. **Waiver of Jury Trial.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.
14. **Survival.** Sections 11-13 of this ATC shall survive the termination of the Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under the Agreement and this ATC is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.
15. **Authority to Execute Agreement.** The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.
16. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.

17. **Entire Agreement.** The Agreement and this ATC collectively contain the entire agreement between the Parties related to the matters specified herein, and supersede any prior oral or written statements or agreements between the Parties related to such matters. Any amendment thereto shall be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have entered this MARION COUNTY ADDITIONAL TERMS AND CONDITIONS on the date of the last signature below.

COUNTY
ATTEST:


GREGORY C. HARRELL
CLERK OF COURT
DATE: September 20, 2022

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

BY: 
CARL ZALAK, III
CHAIRMAN
DATE: September 20, 2022

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


For: MATTHEW MINTER
COUNTY ATTORNEY

BCC APPROVED:
ACCEPTANCE DATE: Sept. 20, 2022

CONTRACTOR
OCALA-MARION COUNTY CHAMBER OF COMMERCE, INC.
d/b/a Ocala Metro Chamber & Economic Partnership

By: 
Printed Name: Kevin T. Shailley
Title: President/CEO
Date: 14 September 2022