

**MARION COUNTY
PUBLIC FACILITIES AND IMPROVEMENTS AGREEMENT
American Rescue Plan Act
Coronavirus Local Fiscal Recovery Fund**

THIS MARION COUNTY PUBLIC FACILITIES AND IMPROVEMENTS AGREEMENT (this "Agreement"), made and entered into by and between **Marion County**, a political subdivision of the State of Florida, (hereinafter called the "COUNTY") and the **District Board of Trustees of the College of Central Florida**, a Florida College System institution, whose address is 3001 SW College Road, Ocala, FL 34474-4415, (hereinafter called the "SUB-RECIPIENT").

WITNESSETH:

WHEREAS, COUNTY has received funds allocated by Section 9901 of the American Rescue Plan Act from the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the American Rescue Plan Act authorizes the use of these funds to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts, including through assistance to nonprofits and aid to impacted industries; and

WHEREAS, SUB-RECIPIENT has proposed to construct a new building on the property constituting its main campus in Ocala, located at 3001 S.W. College Road, Ocala FL 34474-4415, as further described in *Exhibit C*, (the "Facility") to provide additional instructional space for its nursing program (the "Project"); and

WHEREAS, Marion County has determined that assistance to the SUB-RECIPIENT to expand its nursing program by constructing a new health sciences technology education center will address the negative economic impacts of COVID-19 and result in greater numbers of nursing providers in Marion County able to respond to COVID-19 and other public health emergencies; and

WHEREAS, the estimated cost of renovation for the new health sciences technology education center exceeds sixteen million dollars (\$16,000,000.00); and

WHEREAS, SUB-RECIPIENT has requested thirteen million six hundred thousand dollars (\$13,600,000.00) in funding from the State of Florida for the Project; and

WHEREAS, SUB-RECIPIENT has requested \$2,320,000 in funding from the Marion County Hospital District for the Project; and

WHEREAS, SUB-RECIPIENT is seeking contribution for the remaining costs of the Project; and

WHEREAS, COUNTY is willing to commit up to two million dollars (\$2,000,000.00) in funding towards the Project, contingent upon SUB-RECIPIENT securing adequate funding prior to December 31, 2024, to complete the project as described herein; and

WHEREAS, Section 1001.64, Florida Statutes, authorizes the board of trustees of a Florida College System institution to be the contracting agent of the institution and to contract in the name of the board of trustees; and

WHEREAS, it is necessary for COUNTY and SUB-RECIPIENT (individually "Party", collectively "Parties") to enter into this Agreement for the implementation of the Project; and; now therefore,

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

1. **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 (Non-procurement), 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 construction of the improvements described therein (the "Improvements"). COUNTY agrees to pay, on a reimbursement basis, SUB-RECIPIENT for the Project's allowable costs, not to exceed **Two Million Dollars and Zero Cents (\$2,000,000.00)** 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. The determination of allowable costs entitled to reimbursement shall be at the sole discretion of COUNTY. Such funding is contingent upon SUB-RECIPIENT obtaining adequate funding to complete the Project as described herein. The estimated cost of the Project as of the date of the execution of this Agreement exceeds Sixteen Million Dollars (\$16,000,000.00). COUNTY shall have no obligation to fund any portion of the Project unless at least Thirteen Million Six Hundred Thousand Dollars (\$13,600,000.00) in total Project funding has been secured by SUB-RECIPIENT prior to the commencement of the Project.

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 regarding construction and reimbursement will remain in full force and effect until June 30, 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. **INSURANCE.** SUB-RECIPIENT will maintain general liability insurance as set forth in Section VII of *Exhibit A*.
6. **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.
7. **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): COLLEGE OF CENTRAL FLORIDA
 - b. The Subrecipient's unique entity identifier (formerly known as DUNS number): NCHWQFRJNHD8
 - c. Federal Award Identification Number ("FAIN"): SLFRP1183
 - d. Federal Award Date of the award to the County: 5/13/2021
 - e. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on July 01, 2023 and shall end on October 31, 2024, unless terminated earlier in accordance with the provisions of this Agreement.
 - f. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on July 1, 2023 and shall end on June 30, 2024.
 - g. Amount of Federal Funds Obligated by this Agreement by the County to the Subrecipient: TWO MILLION DOLLARS (\$2,000,000)
 - h. Total Amount of Federal Funds Obligated by the County to the Subrecipient, including the amounts in this Agreement: TWO MILLION DOLLARS (\$2,000,000).

- i. Total Amount of the Federal Award committed to the Subrecipient by the County: TWO MILLION DOLLARS (\$2,000,000).
- j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"):
- k. Contact information
Sub-recipient's construction of a new health sciences & nursing technology and education center on its main campus:
- l. 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>
- m. 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
- n. Contact Information for the Subrecipient: Katie Hunt, Director of Facilities, huntk@cf.edu 352-854-2322 ext. 1729
- o. Assistance Listing Number and Title: N/A
- p. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: Two Million Dollars (\$2,000,000).
- q. This subaward is a program grant and not for Research and Development.
- r. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

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***
- Exhibit C – Property Description***

[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.

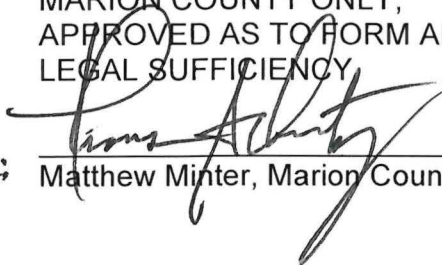
ATTEST:

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

ATTEST:


DISTRICT BOARD OF TRUSTEES OF THE
COLLEGE OF CENTRAL FLORIDA



James D. Henningsen, Ed. D. Date
President

Robert C. Durrance 08/21/24

Bobby Durrance, Chair Date



Robert W. Batsel, Jr., General Counsel

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 – Construction/Renovation and Phase Two – Reporting/Monitoring (from receipt of final Reimbursement Request until the completion of all records retention obligations).

1. PHASE ONE –CONSTRUCTION/RENOVATION:

- A. All improvements specified in this Agreement not being performed by SUB-RECIPIENT, shall be put out to sealed competitive bidding under a procedure acceptable to COUNTY and Federal requirements.
- B. SUB-RECIPIENT shall allow COUNTY to review all plans and drawings prior to the start of the Project.
- C. SUB-RECIPIENT is responsible for ensuring that bid and Contract documents include all applicable labor standard requirements. SUB-RECIPIENT shall provide Davis Bacon monitoring services and provide all reports to COUNTY.
- D. SUB-RECIPIENT shall prepare, or cause to be prepared on its behalf, written plans and specifications for Phase One. Said plans and specifications shall be prepared and certified by a Florida Licensed Architect and/or Professional Engineer, as applicable.
- E. SUB-RECIPIENT shall ensure that its LICENSED CONTRACTOR is appropriately licensed for the intended Work and that the necessary permit(s) are obtained.
- F. Time is of the essence. The timely performance and completion of Phase One is vitally important to the interest of COUNTY.
- G. SUB-RECIPIENT shall achieve Substantial Construction Completion (defined as COUNTY in receipt of Certificate of Occupancy or Certificate of Completion, final permits, all lien waivers and all Davis Bacon documentation) of the Work **no later than thirty (30) days prior to the end date of the Term**, as defined in this Agreement and in *Exhibit B*.
- H. Upon Substantial Construction Completion by SUB-RECIPIENT and COUNTY's approval of the Improvements, SUB-RECIPIENT shall use the Facility for the purposes described herein for a period of no less than ten (10) years.
- I. 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.

J. 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.

K. 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, the LICENSED CONTRACTOR shall become liable for all costs associated with the cleaning and clearance for occupancy (using TEM clearance testing method set out by the AHERA Regulations) of the structure or site.

- c. 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, LICENSED CONTRACTOR material and equipment suppliers, and material and equipment manufacturers who provide material and equipment that contain asbestos will be liable for the cost of removal of such material and equipment from the Project and the SUB-RECIPIENT shall obtain the acknowledgment of the LICENSED CONTRACTOR and all such suppliers and manufacturers of their liability for such removal.

4. 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 Preservation 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.

L. Changes Permitted:

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order signed by SUB-RECIPIENT, ARCHITECT, PCM, and LICENSED CONTRACTOR.

M. Work Order/Notice of Change ("Change Order") Defined:

Change Orders shall mean a written order to LICENSED CONTRACTOR executed by COUNTY and SUB-RECIPIENT, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in time, or any combination thereof. The Work, price and time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY including, but not limited to, Change Orders that need approval of COUNTY's Board of County Commissioners. No change order can alter the maximum amount of funds awarded under this Agreement.

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:

- 1. 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.

2. The amount of each payment shall be less such amounts, if any, otherwise owing by SUB-RECIPIENT and/or LICENSED CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.
3. COUNTY shall have no obligation to pay or see to payment of any contractor or sub-contractor except as may otherwise be required by law.

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 and/or LICENSED CONTRACTOR, to protect COUNTY from loss because of:
 - a. Defective Work not remedied by SUB-RECIPIENT and/or LICENSED CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by SUB-RECIPIENT and/or LICENSED CONTRACTOR;
 - b. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
 - c. Failure by LICENSED CONTRACTOR to pay sub-contractors or others in a timely and proper fashion;
 - d. Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of this Agreement price;
 - e. Evidence that the Work will not be completed in the time required for Substantial Construction Completion or Final Completion;
 - f. Persistent failure to carry out the Work in accordance with this Agreement; and/or
 - g. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.
2. In the event that COUNTY makes written demand upon SUB-RECIPIENT and/or LICENSED CONTRACTOR for amounts previously paid by COUNTY as contemplated in this subparagraph, SUB-RECIPIENT shall, and shall cause LICENSED CONTRACTOR to, promptly comply with such demand.

D. Final Statement:

Within thirty (30) days after completion of all services to be performed by it, 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 – RISK MANAGEMENT, INSURANCE AND INDEMNITY:

A. INSURANCE

1. SUB-RECIPIENT's insurance policies must include coverage for Contractual Liability, Independent Contractors Liability, and contain no exclusions for explosion, collapse, or underground property damage.
2. "Marion County, a political subdivision of the State of Florida, its officials, employees, agents, and volunteers" are to be named as an Additional Insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of any service performed by or on behalf of SUB-RECIPIENT. The coverage shall contain no special limitation on the scope of protection afforded to COUNTY, its officials, employees or volunteers.
3. SUB-RECIPIENT's insurance coverage shall be primary insurance as respects Marion County, a political subdivision of the State of Florida, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officials, employees, agents, or volunteers shall be excess of SUB-RECIPIENT's insurance and shall be non-contributory.

B. INDEMNITY

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.

C. INSURANCE COVERAGES

1. WORKERS' COMPENSATION

Workers' Compensation Insurance shall be purchased and maintained by SUB-RECIPIENT with statutory limits in compliance with state and federal laws, Employer's liability limits of not less than \$100,000.00 each accident, \$500,000.00 disease policy limit and \$100,000.00 disease each employee must be included.

2. GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. The policy must be maintained by SUB-RECIPIENT for the duration of the Project. If the policy is written on a claims made basis, SUB-RECIPIENT must maintain the policy a minimum of five (5) years following completion of Phase I of the Project. Marion County, a political subdivision of the State of Florida must be shown as an Additional Insured.

3. PROFESSIONAL LIABILITY

Professional Liability Insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate is required. Higher limits may be required for projects valued in excess of \$5,000,000.00. Projects \$5,000,000.00 or more will need to be reviewed by Marion County Risk and Benefits Services to determine appropriate Professional Liability limits. The policy must be maintained by SUB-RECIPIENT for the duration of the Project. If the policy is written on a claims made basis, SUB-RECIPIENT must maintain the policy for a minimum of five (5) years following the completion of Phase I the Project.

4. These insurance requirements shall not relieve or limit the liability of SUB-RECIPIENT. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SUB-RECIPIENT's interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this contract to cover SUB-RECIPIENT.
5. Insurance required of SUB-RECIPIENT or any other insurance of SUB-RECIPIENT shall be considered primary, and insurance or self-insurance of COUNTY shall be considered excess, as may be applicable to claims against COUNTY which arise out of this Agreement. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

PHASE TWO – OPERATION

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

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

- A. After Substantial Construction Completion, in accordance with 2 C.F.R. Part 200, 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 full 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, it 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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."
- N. 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.
- e. 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.

- f. 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.
- O. 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.
- P. Equal Employment. SUB-RECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the

compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in

federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- Q. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the SUB-RECIPIENT in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- R. 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.

- S. 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.
- T. 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.
- U. 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.
- V. 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.

FUNDING, TIME LINE AND SCOPE OF WORK

SUB-RECIPIENT: College of Central Florida
Project: Nursing Program Expansion

The project is a necessary improvement to expand the nursing program at the College of Central Florida and will respond to the negative economic impacts of COVID-19 and result in greater numbers of nursing providers in Marion County able to respond to COVID-19 and other public health emergencies in accordance with the requirements of section 603(c)(1) of the American Rescue Plan Act.

The project consists of the construction of a new health sciences building to expand instructional space for use by the nursing program at the College of Central Florida.

I. Approved Grant Budget:

Approved Grant Budget:

Coronavirus Local Fiscal Recovery Fund funding will be provided up to a maximum of Two Million Dollars and Zero Cents (\$2,000,000.00) unless the amount of funding is increased by the COUNTY, for the construction of a new health science education building on the property constituting its main campus in Ocala, located at 3001 S.W. College Road, Ocala FL 34474-4415, as further described in **Exhibit C**, for increased instructional space for SUB-RECIPIENT's nursing program (the "Improvements"). The Grant includes construction services required for the Improvements. Design and engineering services and furniture, fixtures, and equipment are not reimbursable expenses. Any additional costs or overages incurred by SUB-RECIPIENT over the maximum grant award shall be the responsibility of SUB-RECIPIENT.

Reimbursable expenses include all costs of design and construction (including labor and materials) of the Improvements, including but not limited to the itemized expenses set forth on the attached Exhibit B-1. The COUNTY's grant shall be the sole source of funding for the Reimbursable expenses itemized on the attached Exhibit B-1.

If not listed in the foregoing list of permitted reimbursable expenses, then funds may be dedicated to other expenses related to construction of the Improvements upon approval by the COUNTY through the Community Development Grant Administrator upon a finding that the requested expense is necessary for construction of the Improvements and supports the performance measurements set forth below.

II. Performance Measurements:

Goal One: Expand the capacity of SUBRECIPIENT's nursing program.

Goal Two: Respond to the public health emergency with respect to the negative economic impacts of COVID-19 through assistance to a nonprofit

III. Project Description:

A. Design

- B. Review and Approval of Plans
- C. Construction Management
- D. Construction
- E. Inspection
- F. Reimbursement Payment
- G. Post Construction Compliance

IV. **Construction Scope:**

- A. SUB-RECIPIENT shall be responsible for:
 1. Design of the project in consultation with COUNTY and subject to all applicable regulatory standards. SUB-RECIPIENT shall prepare and submit to COUNTY the plans and specifications, prepared and certified by a Florida Licensed Architect and/or Professional Engineer, as applicable, for approval by County prior to commencing construction of the Improvements.
 2. Procurement and selection of contractors (within Federal Guidelines);
 3. Obtaining all permits necessary for the construction of the Improvements;
 4. Securing other needed construction professionals; and
 5. Monitoring the construction professionals.
- B. Funding may only be used for those items agreed upon in this Agreement, or with pre-approval of COUNTY for any unforeseen construction issues requiring a change order.
- C. During the construction of the Improvements, COUNTY shall have the right to inspect such installation to determine compliance with the plans and specifications as approved by COUNTY, adequacy of the quality of the installation, and further, shall be entitled to all normal engineering tests required by specifications, good engineering practices, and federal, local, or state regulations.
- D. Complete as-built plans shall be submitted to COUNTY upon completion of construction, the as-built plans shall be prepared in accordance with the COUNTY's requirements. COUNTY inspections of the Improvements will not unreasonably delay the construction schedule. The Improvements shall be constructed in accordance with the County Code.
- E. Upon completion of the Improvements by SUB-RECIPIENT and COUNTY's approval of the Improvements, SUB-RECIPIENT shall use the property for the operation of its nursing program for a period of no less than 10 years.

VI. **Financial Performance Standards:**

All Construction costs will be paid by COUNTY directly to SUB-RECIPIENT in the form of a check made payable to SUB-RECIPIENT. All requests for reimbursement shall include copies of invoices and documentation of payment including Davis Bacon payroll. Requests for final payment shall include final releases of liens. Any questions or discrepancies must be resolved by SUB-RECIPIENT before being paid.

VII. **Reporting Schedule:**

Substantial Completion Date: SUB-RECIPIENT shall achieve Substantial Construction Completion upon issuance of the Certificate of Occupancy or Certificate of Completion, final permits, all lien wavers and all Davis Bacon documentation relating to the Project.

After Substantial Construction 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.

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.

VIII. Modification to the Approved Grant Budget:

- A. Change orders for unforeseen issues that require immediate action may or may not be approved by the County Administrator.
- B. All change orders to the Project scope of Work must be submitted in writing to the COUNTY's Construction Coordinator.

IX. 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 SUB-RECIPIENT promptly. COUNTY shall enforce all remedies provided pursuant to this Agreement including but not limited to SUB-RECIPIENT's repayment to COUNTY of all grant funds provided pursuant to this Agreement.

X. Project Outcomes:

The proposed outcome will respond to the negative economic impacts of COVID-19 and result in greater numbers of nursing providers in Marion County able to respond to COVID-19 and other public health emergencies in accordance with the requirements of section 603(c)(1) of the American Rescue Plan Act.

EXHIBIT B-1 – REIMBURSABLE EXPENSES

CF CENTER FOR NURSING		
VENDOR	CONTRACT AMOUNT	DELIVERY METHOD
Acousti Engineering	\$ 265,700.00	CM - Ausley
D.R. Nickelson & Co. Inc.	\$ 277,765.00	CM – Ausley (Custom Architectural Millwork)
H&J Landscaping Services, Inc.	\$ 61,834.00	CM - Ausley
JayBee Painting	\$ 77,600.00	CM - Ausley
J.S. Carter & Sons, LLC	\$ 31,800.00	CM – Ausley (Doors – Material/Installation)
Ocala Fence, LLC	\$ 22,857.45	CM - Ausley
Quality Metals, Inc.	\$ 66,131.43	CM - Ausley
Service Glass of Ocala, Inc.	\$ 212,046.78	CM - Ausley
Teal Tile and Carpet, Inc.	\$ 264,114.13	CM - Ausley
United Sales	\$ 58,009.00	CM – Ausley (Accessories-Hospital Curtains, Bathroom Partitions)
Outsource	\$ 251,537.35	CF - wiring
Howard Technology Solutions	\$ 116,977.45	CF - technology
Howard Technology Solutions	\$ 72,442.56	CF - Network Switches
Howard Technology Solutions	\$ 10,631.12	CF - USP's
Howard Technology Solutions	\$ 210,553.73	CF – Misc. IT technology
	\$ 2,000,000.00	

PROPERTY DESCRIPTION: That certain real property and improvements lying within Marion County, Florida, and more particularly described as follows:

Beginning at a point on the North boundary of Section 26, Township 15 South, Range 21 East, West 660.40 feet from the NE corner of the NW 1/4 of the NE 1/4 of said Section 26; thence West along said North boundary 1017.13 feet; thence S. 00° 09' 14" E., 593.98 feet; thence East parallel to said North boundary 1187.11 feet; thence S. 48° 52' 05" E., 500.00 feet to the Northwesterly right of way line of State Road No. 200, said point being 50.00 feet from and at right angle to the centerline of said State Road; thence N. 41° 07' 55" E., along said Northwesterly right of way line 200.00 feet; thence N. 41° 21' 20" W., 1028.78 feet to the point of beginning.

LESS AND EXCEPT

Beginning at the NE corner of the NW 1/4 of the NE 1/4 of Section 26, Township 15 South, Range 21 East; run thence West along the North boundary of said NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of said Section 26 a distance of 1677.53 feet; thence S. 00° 09' 14" E., 593.98 feet; thence East parallel to said North boundary 1187.11 feet; thence S. 48° 52' 05" E., 500.00 feet to the Northwesterly right of way line of State Road 200, said point being 50.00 feet from and at right angle to the centerline of said State Road; thence N. 41° 07' 55" E., along said Northwesterly right of way line 700.00 feet; thence N. 41° 21' 20" W., 527.07 feet to the point of beginning. Lying within 65.00 feet Northwesterly of the survey line of State Road 200 Section 36100, between Survey Station 99+80 and Survey Station 100+30; and lying Northwesterly of said survey line, between Survey Station 101+80 and Survey Station 102+35, transitioning from 50.00 feet at said Station 101+80 to 105.00 feet at said Station 102+35; said survey line and said stations being described and located as follows:

Begin on the Southeasterly extension of the Northeasterly line of Lot 1, Block J, COLLEGE PARK, Second Addition, as recorded in Plat Book H, Pages 36 and 36A, Public Records of Marion County, Florida, at a point 50.30 feet Southeasterly along said line from the most Easterly corner of said Lot 1 and run N. 41° 33' 00" E., 451.73 feet to Station 99+80; thence continue N. 41° 33' 00" E., 50.00 feet to Station 100+30; thence continue N. 41° 33' 00" E., 150.00 feet to Station 101+80; thence continue N. 41° 33' 00" E., 55.00 feet to Station 102+35; thence continue N. 41° 33' 00" E., 661.16 feet to the North line of said Section 26 at a point 566.96 feet West from the NE corner of said Section 26.

LESS AND EXCEPT

Commence at a point on the North boundary of Section 26, Township 15 South, Range 21 East, lying West 666.40 feet from the NE corner of the NW 1/4 of the NE 1/4 of said Section; thence West along said boundary 1017.13 feet to the East boundary of COLLEGE PARK SUBDIVISION, Plat Book F, Page 107, Public Records of Marion County, Florida; thence S. 00° 09' 14" E., along said boundary 568.98 feet to the point of beginning; thence East parallel to the aforesaid North boundary 1082.11 feet to a point of curvature; thence Southeasterly along the arc of said curve concave Southwesterly having a central angle of 41° 07' 55" and a radius of 304.85 feet, a distance of 218.85 feet to the point of tangency; thence S. 48° 52' 05" E., 365.00 feet; thence N. 89° 07' 55" E., 42.43 feet to the Northwesterly right of way line of State Road 200; thence S. 41° 07' 55" W., along said right of way line 55.00 feet; thence N. 48° 52' 05" W., 500.00 feet; thence West parallel to course no. 1 hereof 1187.11 feet to the East boundary of the aforesaid subdivision; thence N. 00° 09' 14" W., along said boundary 25.00 feet to the point of beginning.