

**FIRST AMENDMENT MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
EMERGENCY SOLUTIONS GRANT PROGRAM (HESG)**

THIS FIRST AMENDMENT MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC. D/B/A BLESSED TRINITY CATHOLIC CHURCH BROTHER'S KEEPER**, whose corporate address is: 819 N. Semoran Blvd., Orlando, FL 32807 d/b/a 5 S.E. 17th Street, Ocala, FL 34471, a municipal corporation organized under the laws of the state of Florida (hereinafter called the SUBRECIPIENT).

W I T N E S S E T H:

WHEREAS, Marion County's long-term Emergency Solutions goal is to prevent further instances of homelessness and reduce the number of those currently experiencing literal homelessness; and

WHEREAS, on September 17th, 2024 the parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") whereby the COUNTY provides grant funds under the Emergency Solutions Grant (HESG) Program, furthering the County's Community Outreach goal; and

WHEREAS, the COUNTY and the SUBRECIPIENT desire to amend the agreement to reflect an increase in HESG funding to cover all associated costs for the implementation of this activity;

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

1. **STANDARD TERMS.** SUBRECIPIENT and the COUNTY mutually agree to abide by the Standard Terms, Scope of Services, Budget, HUD 24 CFR Part 576, and any applicable cross-cutting federal regulations which are attached to this agreement as set forth in ***Exhibit A, Exhibit B, and Exhibit C.***

No exceptions are incorporated by reference and made a part of this Agreement.

The Standard Terms are subject to change if and when the National and/or State orders, including notices from the HUD.

2. **FUNDING.** The Parties mutually agree to abide by the amended Funding and Scope of Work attached hereto as ***Exhibit B*** and income qualifications as outlined in ***Exhibit C.*** COUNTY agrees to reimburse the SUBRECIPIENT for the Project's allowable costs, not to exceed **Seventy-Six Thousand, Six Hundred Sixty-Five Dollars and Zero Cents (\$76,665.00)** as detailed in ***Exhibit B.*** The FAIN No. is **E-23-UC-12-0019** with the award date of SEPTEMBER 23, 2023 respectively, and a ALN (Assistance Listing Number) # of: 14.231. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is: \$139,360.13 which does not include any closed projects. Reference: 24 CFR Part 576.

3. INFORMATION REQUIRED BY 2 C.F.R. § 200.332.

- A. The SUBRECIPIENT'S name (must match the name associated with its unique entity identifier): **Blessed Trinity Catholic Church Brother's Keeper**
- B. The SUBRECIPIENT'S unique entity identifier: **G285U2SNG9S9**
- C. Federal Award Identification Number ("FAIN"): **E-23-UC-12-0019**
- D. Federal Award Date of the award to the County: **SEPTEMBER 23, 2023**
- E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on: **July 1, 2024, and shall end on September 15, 2025**, 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, 2024, and shall end on September 15, 2025.**
- G. Amended: Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECIPIENT: increases by: **Seventy-Six Thousand, Six Hundred Sixty-Five Dollars and Zero Cents (\$76,665.00)**
- H. Amended: Total Amount of the Federal Award committed to the SUBRECEPIENT by the COUNTY: **One Hundred Thirty-Nine Thousand, Three Hundred Sixty Dollars and Thirteen Cents (\$139,360.13)**
- I. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): Brother's Keeper identifies individuals who are homeless or at risk of homelessness who contact them. They also utilize the Human Management Information System (HMIS) and the Coordinated Entry system , as necessary, that spans Marion County to allow other providers to be aware of their services in order to allow a Case Manager to complete necessary wrap-around services.
- J. Contact information:
 - Name of Federal Awarding Agency and Contact Information: U.S. Department of Housing and Urban Development (HUD), 400 W. Bay Street, Suite 1015, Jacksonville, FL 32202
 - Contact Information for the County: Cheryl Martin, Director, Marion County Community Services, 2710 E. Silver Springs Blvd., Ocala, Florida 34470
 - Contact Information for the SUBRECIPIENT: Jason Halstead, Executive Director, 320 NW 10th Street, Ocala, FL 34471
- K. Additional Assistance Listing Number and Title: (awarded this year)

Grant Type:	Year:	Amount:	ALN#:	Notes:
HESG	2024	\$62,695.13	14.231	Homeless Prevention
HESG	2025	\$76,665.00	14.231	Homeless Prevention
TOTAL		\$139,360.13		

- L. The amount made available under this new Federal award and the Assistance Listings Number at time of disbursement is: **One Hundred Thirty-Nine Thousand, Three Hundred Sixty Dollars and Thirteen Cents (\$139,360.13)**
- M. This sub-award is a program grant and not for Research and Development.
- N. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

4. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in **Exhibits A, Exhibit B**, and follow the income qualifications as detailed in **Exhibit C**.

5. TERM AMENDED: Paragraph 5 of the agreement is hereby amended to read as follows:

TERM. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **fourteen (14) months** from the date of the completion of the required environmental review, and execution of this Agreement, whichever occurs later. The term of performance under this Agreement for the services shall commence upon execution of this Agreement.

Exhibit A – Standard Terms

Exhibit B – Scope of Services and Funding

Exhibit C - Income Limits

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

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

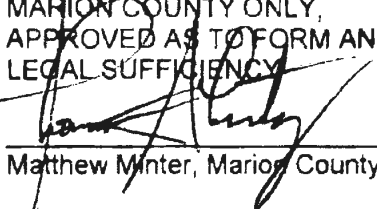
ATTEST:

MARION COUNTY, FLORIDA, a Political
Subdivision of the State of Florida

Gregory C. Harrell, Clerk Date


Chairman Bryant Date

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

For: 

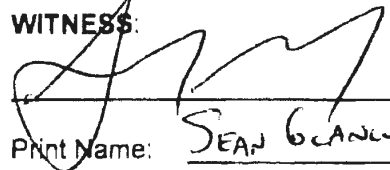
Matthew Minter, Marion County Attorney

WITNESS:



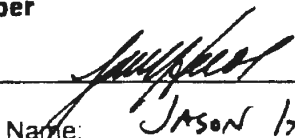
Print Name: Deborah Lambke
Address: 2710 E. Silver Springs Blvd.
Ocala, FL 34470

WITNESS:



Print Name: SEAN GENTRY
Address: 2710 E Silver Springs Blvd
Ocala, FL 34470

Catholic Charities of Central Florida,
Inc. D/B/A Trinity Catholic Brother's
Keeper

By: 

Print Name: JASON HAINES
Title: EXECUTIVE DIRECTOR
Date: 6/26/25

**STANDARD TERMS
PUBLIC SERVICE PROJECTS**

1. SERVICES AND PERFORMANCE:

- A. SUBRECIPIENT, in a manner satisfactory to COUNTY, shall carry out or cause to be carried out all services described or referred to in **Exhibit B**, which is attached hereto and made a part of hereof. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT.
- B. Person(s) and/or Households assisted under this Agreement must live within the jurisdiction of Marion County.
- C. In accordance with 24 CFR § 576.506 (b) (Check applicable terms)

(X) A client assessment is required to verify eligibility according to the income guidelines (**Exhibit C** hereto). The method of determining eligibility will be agreed upon mutually with final approval of the method resting upon COUNTY. See the attached Self-certification form.

() The clientele served are all presumed benefit category as to low and moderate-income status. SUBRECIPIENT will be responsible for verifying that all clientele served are in this presumed benefit category.
- D. SUBRECIPIENT will be responsible for obtaining demographic data on individuals assisted, including; racial/ethnic status and residency status. As deminsrated on and attached hereto as **Exhibit C**.
- E. Documentation of eligibility, services provided, income level, and demographic data of participants will be maintained by SUBRECIPIENT to support reimbursement requests.
- F. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to this Agreement will be considered to include any Supplemental Agreement.
- G. In the performance of professional services, SUBRECIPIENT will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- H. SUBRECIPIENT is required to match One-Hundred (100%) percent of the total amount of HESG funds provided under this Agreement with non-federal resources. For a list of eligible forms of match refer to 24 CFR § 576.201. SUBRECIPIENT will provide documentation to support the availability of matching funds for the project prior to starting.

EXHIBIT A

- I. The timely performance and completion of the Project is vitally important to the interest of COUNTY. SUBRECIPIENT agrees to provide scheduled progress reports monthly in a format acceptable to COUNTY and at intervals established by COUNTY. COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by SUBRECIPIENT and of the details thereof. Coordination will be maintained by SUBRECIPIENT with representatives of COUNTY, or of other agencies interested in the Project on behalf of COUNTY. Either Party to this Agreement may request and be granted a conference.
- J. All services will be performed by SUBRECIPIENT to the satisfaction of the Director who will decide all questions, difficulties, and disputes, of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions, and disputes will be final and binding upon the parties hereto.
- K. SUBRECIPIENT shall perform all services under this Agreement as an Independent Contractor/Agency and not as an employee or agent of COUNTY. SUBRECIPIENT shall be solely responsible for the manner, means, and methods utilized by SUBRECIPIENT to perform such services.

2. MONITORING, RECORD RETENTION AND REPORTING:

- A. COUNTY shall monitor and evaluate all aspects of the Project activities carried out by SUBRECIPIENT. Such evaluation will be affected by the submission of reports and information by SUBRECIPIENT and by monitoring by the Department.
- B. SUBRECIPIENT shall maintain all records required by the HUD regulations according to 24 CFR § 576.500(d), § 576.400(f) and § 576.405.
- 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 three (3) 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.

SUBRECIPIENT shall at any time during normal business hours and as often as COUNTY and/or Comptroller General of the United States and/or HUD and/or any of their duly authorized representatives make available for examination all of SUBRECIPIENT's records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit COUNTY and/or its designated authorized representative to audit and examine all books, documents, papers, records, and data related to this Agreement.

- D. SUBRECIPIENT shall provide COUNTY, in a form prescribed by COUNTY, monthly reports summarizing progress towards Outcome Performance Measures, timetables, eligibility, demographic and financial information including evidence of budgeting for program funds

once this Agreement has ended, for monitoring and evaluating all aspects of Project activities. The format prescribed shall be in conformance with HUD reporting requirements and COUNTY reporting procedures.

E. Public Records.

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

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

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

is compatible with the information technology systems of COUNTY.

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

3. TERMINATION:

- A. In accordance with 2 CFR § 85.43, § 200.33, and § 200.340, COUNTY may suspend, withhold payments, or terminate this Agreement and all payment to SUBRECIPIENT in whole or in part for cause upon seven (7) calendar days' notice in writing to SUBRECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of this Agreement, c) refusal to accept conditions imposed by HUD pertaining to activities covered by this Agreement, d) submittal to COUNTY of documentation which is incorrect or incomplete in any material respect, ore) changes in Federal or State law or the availability of grant funds as identified in Section 4 of 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 SUBRECIPIENT, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from SUBRECIPIENT to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising the SUBRECIPIENT of deficiency and advising SUBRECIPIENT that more serious sanctions may be taken if situation is not remedied and corrective action taken; advise SUBRECIPIENT to suspend, discontinue, or not incur costs for activities in question; withhold payment for services provided; or advise SUBRECIPIENT to reimburse COUNTY for the amount of costs incurred for any items determined ineligible.
- C. In the event of a natural disaster, this Agreement may be suspended or terminated and funds transferred to recovery activities as determined by COUNTY. Funds subject to this provision shall be those that are not contractually committed for construction, design, or other such third-party private vendors.
- D. In accordance with 2 CFR 200, this Agreement may be terminated in whole or in part for convenience by either party upon written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this Agreement that require compliance with laws, regulations, or ordinances, records retention, or to the provision of service to low-and-moderate income persons or other specified beneficiaries.

4. FUNDING:

- A. COUNTY, through the Department, shall pay SUBRECIPIENT for allowable costs, determined by COUNTY, in an amount not to exceed One Hundred Thirty-Nine Thousand, Three Hundred Sixty Dollars and Thirteen Cents (\$139,360.13) for services performed under the terms of this Agreement and detailed in **Exhibit B**. In the event Project costs exceed the stated amount, SUBRECIPIENT shall be responsible for the excess. Additionally, the amended increase of Seventy-Six Thousand, Six Hundred Sixty-Five Dollars and Zero Cents (\$76,665.00) must be spent by September 15, 2025.

EXHIBIT A

- B. Invoices that have been submitted to SUBRECIPIENT shall be paid directly by SUBRECIPIENT and COUNTY shall reimburse SUBRECIPIENT for all eligible costs. Payment shall be limited to items in **Exhibit B**.
- C. SUBRECIPIENT shall submit Reimbursement/Payment requests to the Department using the following guidelines:
 - 1. SUBRECIPIENT shall submit supporting documentation monthly with each request for reimbursement/payment for actual costs incurred by SUBRECIPIENT in carrying out the Project as described in **Exhibit B** hereto. COUNTY, through the Department, will render approval or disapproval of services within five (5) working days of the receipt of the request for reimbursement/payment unless otherwise stated in this Agreement. A "Request for Reimbursement/Payment" form will be provided to SUBRECIPIENT by the Department.
 - 2. In the event SUBRECIPIENT fails to submit adequate supporting documentation with each request for reimbursement/payment as required by COUNTY, COUNTY, through the Department, may disapprove the request.
- D. Within thirty (30) days after completion of all services to be performed by it, SUBRECIPIENT 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 SUBRECIPIENT not received within said thirty (30) day period; however, such time may be extended in COUNTY discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of SUBRECIPIENT.
- E. The source of funding from COUNTY for payment of services performed under this Agreement are grants provided to COUNTY by HUD. SUBRECIPIENT agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that HUD determines that SUBRECIPIENT has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, SUBRECIPIENT shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.
- F. 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.

5. INDEMNITY AND INSURANCE:

- A. SUBRECIPIENT will indemnify, defend, and hold harmless COUNTY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of

EXHIBIT A

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

- B. As applicable, during the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one-half its annual aggregate. SUBRECIPIENT 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 A-. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the worker's compensation and professional liability policies. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for thirty (30) day cancellation notice to that address with policies for the following:

1. **Worker's Compensation** shall be purchased and maintained by SUBRECIPIENT with statutory limits as required by law, and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. Unless an Exemption has been approved within the provisions of Florida Statute 440 and provided to COUNTY.
2. **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by SUBRECIPIENT for the duration of the Project. If the policy is written on a claim-made basis, SUBRECIPIENT must maintain the policy a minimum of five (5) years following completion of the Project. "Marion County Board of County Commissioners" must be shown as additional insured.

- C. These insurance requirements shall not relieve or limit the liability of SUBRECIPIENT. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SUBRECIPIENT's interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this Agreement to cover SUBRECIPIENT.

- D. Insurance required of SUBRECIPIENT or any other insurance of SUBRECIPIENT shall be considered primary, and insurance or self- insurance of COUNTY shall be considered excess, as 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 not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

6. COMPLIANCE WITH LAWS:

- A. The Community Development Administrator will be available to SUBRECIPIENT to provide technical guidance on HESG requirements.
- B. SUBRECIPIENT, or any sub-contractor, shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, religion, sex,

EXHIBIT A

familial status, national origin, age, or disability in the performance of work under this Agreement.

- C. SUBRECIPIENT will comply with applicable Uniform Administrative Requirements as described in 2 CFR 200 and will carry out the Project in compliance with all federal laws and regulations described in Subpart C, and Subpart K, of the HESG regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of this Agreement and COUNTY requirements. Since COUNTY is responsible for its HESG program, SUBRECIPIENT will provide COUNTY with the opportunity to review all plans, contracts, and other pertinent documentation prior to the commitment of funds in order to confirm compliance to the above federal and local requirements.
- D. SUBRECIPIENT warrants that SUBRECIPIENT has not employed or retained any company or person, other than a bona fide employee working solely for SUBRECIPIENT, to solicit or secure this Agreement, and that he 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, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. Certification of Anti-Lobbying: SUBRECIPIENT certifies and discloses that, to the best of the 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 an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; 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 an officer or employee of any SUBRECIPIENT, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- F. SUBRECIPIENT agrees that any news release, article, public service announcement or advertisement, or any other type of publicity pertaining to this Project (program literature, brochures, and letterhead) must recognize Marion County Board of County Commissioners and the U.S. Department of Housing and Urban Development as providing funds for this Project.
- G. SUBRECIPIENT to follow the HUD guidance on (VAWA) Violence Against Women Act of 1994 and 2022 requirements. See 24 CFR part 5, subpart L, and 24 CFR part 576.409 (HESG) and part 578.99(j) (COC program). Implementation of new requirements enforced

under the VAWA's housing rights and compliance guidelines.

COMPLIANCE LAWS AMENDED: Paragraphs: H-P is hereby amended to read as follows:

- H. SUBRECIPIENT shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- I. SUBRECIPIENT agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3 729(b)(4) of title 31, United States Code;
- J. SUBRECIPIENT certifies that it does not operate any programs promoting diversity, equity an inclusion that violate any applicable Federal anti-discrimination laws;
- K. SUBRECIPIENT shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- L. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
- M. SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- N. SUBRECIPIENT understands that no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.
- O. SUBRECIPIENT shall be subject to the exceptions provided by PRWORA the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- P. SUBRECIPIENT understands that HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model. As stated in Section III, A, 2 of the NOFO or any RFA, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

7. OTHER REQUIREMENTS:

- A. Although no program income is anticipated as a result of this Project, any such income received by SUBRECIPIENT is to be returned to COUNTY within ten (10) days of receipt

EXHIBIT A

of such funds. Upon completion of the Project, SUBRECIPIENT shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.

- B. SUBRECIPIENT shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SUBRECIPIENT's responsibility to ensure that all requirements are included in said subcontracts and all SUBRECIPIENTS abide by said requirements.
- C. No forbearance on the part of either Party shall constitute a waiver of any item requiring performance by the other Party hereunder. A waiver by one Party of the other 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 both Parties.
- D. Conflict of Interest: No employee, agent, consultant, officer or elected official or appointed official of the SUBRECIPIENT who exercises or has exercised any function or responsibility with respect to HESG activities assisted under or who are in a 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 HESG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HESG-assisted activity or with respect to the proceeding of the HESG-assisted activity, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter.
- E. Religious Activities. SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 576.406 and 24 CFR § 5.109, such as worship, religious instruction, or proselytization.
- F. SUBRECIPIENT, as a condition of being awarded, must certify that they will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 2 CFR 200.

8. 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 HUD Regulations regarding SUBRECIPIENT should be amended or changed, COUNTY shall amend this Agreement to comply with such changes. COUNTY will give written notice to SUBRECIPIENT of any such changes.

EXHIBIT A

- 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, SUBRECIPIENT hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded-on convenience. Any such legal action may be brought in the appropriate Court in any COUNTY chosen by COUNTY and in the event that any such legal action is filed by SUBRECIPIENT, SUBRECIPIENT hereby consents to the transfer of venue to the COUNTY chosen by COUNTY upon COUNTY filing a motion requesting the same.
- G. SUBRECIPIENT certifies they are in compliance with Appendix II, 2 CFR 200 (H) and not listed on the government-wide exclusions in the System for Award Management (SAM) regarding "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.