

State and Local Fiscal Recovery Funds Recovery Plan Performance Report Template

Version 2.0

Note: The Recovery Plan Performance Report provides the public and Treasury both retrospective and prospective information on the projects that recipients are undertaking or planning to undertake with program funding and how they are planning to ensure program outcomes are achieved in an effective, efficient, and equitable manner. While this template includes the minimum requirements for the Recovery Plan, each recipient is encouraged to add information to the plan that they feel is appropriate to provide information to their constituents on efforts they are taking to respond to the pandemic and promote an equitable economic recovery.

Each jurisdiction may determine the general form and content of the Recovery Plan, as long as it meets the reporting requirements, and recipients are encouraged to tailor this template to best meet their needs. Through the Recovery Plan, recipients may link to public documents, including, but not limited to, legislation, dashboards, survey results, community engagement reports, and equity frameworks to support the Recovery Plan narrative. Use of infographics, tables, charts, pictures, case studies, and other explanatory elements are encouraged.

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PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden for the collections of information included in this template is 100 hours. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Revision Log

Version	Date Published	Summary of changes
1.0	July 30, 2021	Initial publication
2.0	June 10, 2022	Incorporates updates to Compliance and Reporting Guidance

Notes on using this template

All States and territories, and metropolitan cities and counties with a population that exceeds 250,000 residents that are recipients of State and Local Fiscal Recovery Funds (SLFRF) awards are required to produce a Recovery Plan Performance Report (the “Recovery Plan”). The Recovery Plan provides both retrospective and prospective information on the recipient’s projects and how they plan to ensure program outcomes are achieved in an effective, efficient, and equitable manner. It will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury. Each annual Recovery Plan must be posted on the public-facing website of the recipient by or on the same date that the recipient submits the report to Treasury. Treasury recommends that Recovery Plans be accessible within three clicks or fewer from the homepage of the recipient’s website.

The initial Recovery Plan covered the period from the date of award to July 31, 2021 and was required to be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan will cover a 12-month period and recipients will be required to submit the report to Treasury after the end of the 12-month period, by July 31.

Annual Report	Period Covered	Due Date
1	Award Date – July 31, 2021	August 31, 2021
2	July 1, 2021 – June 30, 2022	July 31, 2022
3	July 1, 2022 – June 30, 2023	July 31, 2023
4	July 1, 2023 – June 30, 2024	July 31, 2024
5	July 1, 2024 – June 30, 2025	July 31, 2025
6	July 1, 2025 – June 30, 2026	July 31, 2026
7	July 1, 2026 – December 31, 2026	April 30, 2027

Instructions:

This document is meant as a suggested template for applicable SLFRF recipients to assist them in submitting their Recovery Plan. Recipients should consult the SLFRF Guidance on Recipient Compliance and Reporting Responsibilities (Reporting Guidance) located at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf> for detailed guidance on the submission of this report.

Treasury encourages Recipients to tailor this report to best meet their needs in terms of format and content. Through the Recovery Plan, recipients may link to public documents, including, but not limited to, legislation, dashboards, survey results, community engagement reports, and equity frameworks to support the Recovery Plan narrative. Treasury recommends the use of infographics, tables, charts, pictures, case studies, and other explanatory elements in describing their programs.

Text in italics represents the requirements from the Reporting Guidance and is meant to serve as a reference as recipients prepare their Recovery Plan. The previous page and this instructions page and the *text in italics* should be removed before the final transmitted report is published and submitted to Treasury.

Additional information around Expenditure Categories is located in Appendix 1 of the Reporting Guidance.

For More Information

More information about the State and Local Fiscal Recovery Fund program and associated reporting requirements are located at www.treasury.gov/SLFRP.

Questions on reporting, eligible uses, or other general topics should be directed to SLFRF@treasury.gov.

Marion County, Florida **Recovery Plan**

State and Local Fiscal Recovery Funds

2022 Quarter 2 Report

Marion County, FL
2022 Q2 Recovery Plan

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GENERAL OVERVIEW

Executive Summary

The Marion County Board of County Commissioners provided guidance to use the funds in a combination of ways with the lion share to be used for Water, Sewer, Broadband and not-for-profit agency support. The County has a series of Requests for Qualifications (RFQ's) being considered to support with compliance with federal and state regulations related to the use of funds, to support the administration of the construction projects and to perform a Countywide broadband feasibility study.

Uses of Funds

Marion County has been allocated approximately \$71MM. The following is a list of projects and programs being considered:

Support Services

1. "ARPA Consultant" – this contract is currently under negotiations and we anticipate to award it by the end of September 2021. It will provide support to County staff to identify proper use of funds as needs or requests arise.
2. "Program Manager" – this RFQ is under evaluation and we anticipate to award the contract by the end of October 2021. It will provide general support with handling construction contracts and regulations applicable to those.

Studies (EC 5)

1. Countywide Broadband Feasibility Study – this RFP is under internal review prior to advertising. The study will provide a foundation of Broadband information for the County and will identify unserved and underserved areas of the county. The study will also provide granular data to understand best cost to benefit solutions per areas of the County, private or public.

Water and Sewer projects or programs (EC 5)

1. General water line extension program (Proposed at \$5MM) – this is a program to provide grant funding to builders within strategic areas of the County. Marion County has several communities that were platted prior to many of the water and wastewater regulations being adopted at the federal, state and local levels. The original developers of those communities started central utility systems but never completed them and now the builders have faced construction of central lines which have inflated the cost of construction in those areas. The County is proposing to establish a "first come first serve, while funds last" program to help reduce the cost of building in those communities in an effort to reduce the price of the homes. Central water systems also provide fire hydrants to the communities and potable water to the residences.
2. Marion Oaks water line extensions project (proposed at \$10M) – this project would help complete the water system in a portion of Marion Oaks, one of the communities with incomplete systems. The overall cost of completing the water system in the entire Marion Oaks Community exceeds \$60 MM at this time.

- Silver Springs Shores water and sewer line extensions project (scalable, currently proposed at \$46.1M) – this project would help complete portions of the water and sewer systems in the Silver Springs Shores community, one of the communities with incomplete systems. Marion County is home to several first magnitude springs, one of which is Silver Springs. Silver Springs is considered an impaired water body due to the nutrient load. As part of the state effort to reduce nutrient load, a Basin Management Action Plan (BMAP) was adopted. The BMAP identified septic tanks as a major contributor of nutrients. The County recently completed a Countywide sewer feasibility study that determined that the initial area for septic to sewer conversions was within Silver Springs Shores.

Not-for-profit support (EC 2)

Marion County recognizes that COVID 19 has placed a heavy burden on our community. Our non-for-profit agencies have had their workload expanded due to those burdens. While the Board of County Commissioners have not defined exact amounts, they have left some funds unassigned (\$7.0M) at this time to reassess the best way to help our community.

Promoting equitable outcomes

Marion County Florida ARPA Nonprofit Program & Technical Assistance Grants Scoring Sheet

Application: _____

Reviewer: _____ Date: _____

EVALUATION CRITERIA	MAXIMUM POINTS	AWARDED POINTS
Organization Description		
Programming & Service Description	10	
Need and Justification		
Activity Need and Justification related to COVID-19	20	
Community Funding Priority		
Rural/Unincorporated Services	20	
Increase to Capacity-building	10	
Service Levels		
Service Levels	5	
Beneficiary Information		
Rural/Unincorporated Demographic Beneficiaries	20	
Outreach and Engagement Activity	10	
Performance Measures and Outcomes		
Performance Measures and Outcomes	10	
Budget, Cost Reasonableness, and Leverage of Funding		
Budget and Cost Reasonableness	10	

Implementation		
Implementation	10	
Capacity Needs of Applicant		
Governance	10	
Human Resources	5	
Financial Management	15	
Fundraising & Sustainability	15	
Communications	10	
Technology	5	
Strategic Collaborations	5	
Overall Impression		
Overall Impression	10	
TOTAL POINTS	200	

Additional Comments of Reviewer:

ORGANIZATION DESCRIPTION

The nonprofit clearly describes how their provided programs, projects, and services have an impact on an identified community need. The focus of their services is well defined, and the intended beneficiaries are identified.

- The project is clearly described, and all of the identified components of the project have been addressed – **10** Points.
- One of the identified components of the project is not clearly defined or has not been addressed – **5** Points.
- More than one of the identified components of the project is lacking – **0** Points.

NEED AND JUSTIFICATION

Applicant provides a clear and specific problem statement. The affected population and proposed service area are defined. The community need is justified and supported by quantifiable and appropriate documentation.

- Activity need and justification of project are clearly described and documented. Proposed project addresses a critical need – **20** Points.
- Activity need and justification of project are not clearly identified or supported by provided documentation. Proposed project does not address a critical need – **10** Points.
- Community need, affected population, and/or service area do not address problem statement and/or applicant does not include adequate documentation of need – **0** Points.

COMMUNITY FUNDING PRIORITY

The project addresses the following identified community funding priorities: 1) Assists nonprofits that provide and/or willing to expand programs, projects, and/or services in Marion County rural and unincorporated areas; 2) Increases capacity to nonprofits that have been impacted by COVID-19.

Rural/Unincorporated Priority

- Resides in rural or unincorporated area and assists in providing significant aid to the rural or unincorporated areas of Marion County – **20** Points.

- Contributes to the development of aid to the rural or unincorporated areas of Marion County – **10** Points.
- Application does not address an identified community need for aid to the rural or unincorporated areas of Marion County – **0** Points.

Increase to Capacity-Building

If the proposed project addresses an identified community priority, additional points will be awarded for projects and/or applicants that are making impactful efforts to alleviate lingering hardships from the COVID-19 pandemic:

- Have experienced both economic hardships **and** an increase in service demand– **10** Points.
- Provide unique services that help Marion County residents navigate the lingering negative effects of the COVID-19 pandemic - **10** Points.
- Have experienced a clear increase in services **or** an economic hardship – **5** Points.
- Provide social services that help Marion County residents navigate the lingering negative effects of the COVID-19 pandemic but are not the only community entity to offer such services (e.g. food access, educational support, mental health, etc.) - **5** Points.
- Have not experienced any economic hardships from the COVID-19 pandemic – **0** Points.
- Do not provide services that help Marion County residents navigate the lingering negative effects of the COVID-19 pandemic but are not the only community entity to offer such services - **0** Points.

SERVICE LEVELS

Project will result in the provision of a new, expanding, or increased service.

- New needed service – **5** Points.
- Quantifiable increase in an existing service – **5** Points.
- Increased access to an existing service by new clients – **5** Points.
- Continuation of existing service with no increase in beneficiary activity – **3** Points.

BENEFICIARY INFORMATION

Specific information including the number of people to be served and the rural demographic make-up of anticipated beneficiaries. Outreach and marketing initiatives that will be implemented to inform and engage potential beneficiaries are clearly described and realistic.

Rural Demographics Beneficiaries

- 81% or more of anticipated beneficiaries are of individuals residing in rural/unincorporated Marion County – **20** Points.
- 51% to 80% of anticipated beneficiaries are of individuals residing in rural/unincorporated Marion County – **10** Points.
- Less than 51% of anticipated beneficiaries are of individuals residing in rural/unincorporated Marion County – **5** Points.
- Number of people served is not indicated and/or demographic information is missing – **0** Points.

Outreach and engagement activity

- Outreach and engagement activities are clearly described and appropriate – **10** Points.
- Proposed outreach activities are not clearly described or appear unrealistic – **5** Points.
- Outreach plan is missing or incomplete - **0** Points.

PERFORMANCE MEASUREMENTS AND OUTCOMES

Project outcomes are clearly identified and measurable (e.g. increase food access to rural areas as measured by the increased number of quality food product distributed to very low to no-income clientele who reside in specific zip codes of unincorporated Marion County over a three-year period). The methodology used to measure anticipated outcomes is consistent with the proposed project, identified need, and goal. Outcomes are reasonable for the scope of the project and can be accomplished during the grant period.

- Performance measurements and outcomes are clearly defined and reasonable for the scope of the project – **10** Points.
- Performance measurements and outcomes are not clearly defined or may be difficult to accomplish during the grant period - **5** Points.
- Performance measurements and outcomes are not defined, unrelated to project, and/or unlikely to be accomplished during the grant period – **0** Points.

BUDGET, COST REASONABLENESS, AND LEVERAGE OF FUNDING

The narrative explains and justifies why requested funding is required. Application narrative and budget include details and status of additional resources that will support and leverage funding for the project. Project costs are reasonable based on identified outcomes and the number of beneficiaries served.

Budget and Cost Reasonableness

- Narrative clearly explains the project budget and need for funding. Budget is detailed and appears reasonable for the described project – **10** Points.
- Budget appears reasonable for the project described. Need for funding is not clearly explained – **5** Points.
- Budget is not reasonable for the project described and/or need for funding is not evident – **0** Points.

IMPLEMENTATION

Project can be implemented within the grant period. Narrative includes a reasonable scope of work and work plan for how the grant funding will be implemented, operated, and administered. Resources needed for the implementation of the project (such as staff, site control, and non-County funds), once approved for funding, are in place. Timeline and milestones for completion of the project are realistic.

- Resources needed to implement the project are available and applicant is prepared to proceed with the project upon execution of grant agreement. Project can be completed within the grant period – **10** Points.
- Additional resources are required before applicant can proceed with project. Project can be completed within the grant period – **5** Points.
- Applicant’s ability to implement and complete the project within the grant period is uncertain – **0** Points.

APPLICANT

Capacity of Applicant

In response to Technical Assistance Questionnaire, applicant has demonstrated a need for technical assistance across the Road Map destinations.

Governance

- Applicant has demonstrated an evident need for technical assistance for organizational governance - **10** Points.
- Applicant has demonstrated that technical assistance is needed for some components of organizational governance - **5** Points.
- Applicant has the current resources, policies, and procedures in place to properly administer organizational governance – **0** Points.

Human Resources

- Applicant has demonstrated an evident need for employee/volunteer management supports – **5** Points.
- Applicant has demonstrated that human resources supports are needed for some components – **3** Points.
- Applicant has the current policies, procedures, and file system in place for human resources – **0** Points.

Financial Management

- Applicant has demonstrated an evident need for technical assistance for organizational financial management - **15** Points.
- Applicant has demonstrated that technical assistance is needed for some components of organizational financial management - **8** Points.
- Applicant has the current resources, policies, and procedures in place to properly administer organizational financial management – **0** Points.

Fundraising & Sustainability

- Applicant has demonstrated an evident need for technical assistance for organizational fundraising & sustainability - **15** Points.
- Applicant has demonstrated that technical assistance is needed for some components of organizational fundraising & sustainability - **8** Points.
- Applicant has the current resources, policies, and procedures in place to properly administer organizational fundraising & sustainability – **0** Points.

Communications

- Applicant has demonstrated an evident need for technical assistance for organizational communications - **10** Points.
- Applicant has demonstrated that technical assistance is needed for some components of organizational communications - **5** Points.
- Applicant has the current resources, policies, and procedures in place to properly administer organizational communications – **0** Points.

Technology

- Applicant has demonstrated an evident need for technical assistance for organizational technology - **5** Points.
- Applicant has demonstrated that technical assistance is needed for some components of organizational technology - **3** Points.
- Applicant has the current resources, policies, and procedures in place to properly administer organizational technology – **0** Points.

Strategic Collaborations

- Applicant has demonstrated an evident need for developing strategic partnerships with others without any current MOU in place – **5** Points.
- Applicant has demonstrated that strategic partnerships are beneficial and may have one or more MOUs in place – **3** Points.
- Applicant does not demonstrate a need or interest in developing strategic partnerships – **0** Points

OVERALL IMPRESSION OF THE APPLICATION

- Very favorable - **10** Points.
- Favorable – **5** Points.
- Unfavorable -**0** Points.

Community Engagement

The project list to be funded has been discussed on several occasions at public meetings of the Marion County Board of County Commissioners beginning June 1, 2021. After the list was finalized, regular updates have been given to Board.

Labor Practices

The following clauses are contained in 22P-157 The Centers Utility Extension and Phases I-IV of the RFQ’s for the Septic to Sewer Projects. Some, but not all, appear in 22P-018 Broadband Feasibility Study.

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

CONTRACTOR, in the role of the Recipient, assures as follows:

1. The 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 Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. The 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). The 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's implementing regulations. Accordingly, the Recipient shall initiate reasonable steps, or comply with the Department of the Department's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. The Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department has published its LEP guidance at 70 F.R. 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. The Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of Federal financial assistance and is binding upon the Recipient and the Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. The Recipient acknowledges and agrees that it must require any sub-recipients, sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-recipients, sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. The 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, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of

similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. The Recipient shall cooperate in any enforcement or compliance review activities by the Department of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. The Recipient shall maintain a complaint log and inform the Department of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. The Recipient also must inform the Department if the Recipient has received no complaints under Title VI.

9. The Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If the Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

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. ARPA funds may only be used to pay for or reimburse eligible costs as described in the Contract, including without limitation the Purchase Order and these ARPA Contract Terms. No funds may be used to pay or reimburse costs for which CONTRACTOR has received any other funding, whether state, federal or private in nature.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 C.F.R. Part 175). Recipients, their employees and subrecipients under the award funding this Agreement, and subrecipients' employees may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award funding this Agreement is in effect;
- b) Procure a commercial sex act during the period of time that the award funding this Agreement is in effect;
- c) Use forced labor in the performance of the award of subawards under the award funding this Agreement.

EQUAL OPPORTUNITY EMPLOYMENT

COUNTY is an Equal Opportunity Employer. As such, COUNTY and all third-party contractors and their subcontractors agree to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and comply with all applicable Federal civil rights laws and implementing regulations.

During the performance of this Contract, CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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.
- 2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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) 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) 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) 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) 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 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) 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 supplier. 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 supplier as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

- CONTRACTOR 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 CONTRACTOR 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.

- CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors 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.

- CONTRACTOR 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 subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

- In addition, CONTRACTOR 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.

DAVIS BACON

The Parties have specifically agreed that the following provisions apply:

1. Davis-Bacon Wage Certification.
 - a) The Recipient shall provide a certification that all laborers and mechanics employed by the Recipient in the performance of such Project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed.
 - b) The Recipient must maintain sufficient records to substantiate this information upon request.
2. Compliance with Davis-Bacon Act.

CONTRACTOR agrees to comply with the Davis-Bacon Act, to wit:

- a) Prevailing Wage.

If this Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborer and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- b) Minimum Wage.

Per Executive Order 14026 signed on or about April 27, 2021, the Recipient must pay all workers at least Fifteen Dollars (\$15.00) per hour (or the applicable wage rate listed on the wage rate determination found in the Executive Order) for all hours spent performing on the Project in 2022. In addition, contractors must pay wages not less than once a week.
- c) Notification.

The Recipient must notify all workers performing work in connection with this Project the applicable minimum wage rate under the Executive Order.
- d) Annual Adjustment.

The Executive Order minimum wage rate will be adjusted annually.
- e) Conformance Request.

If the contract is for a classification of work not found in the wage listed found in the Executive Order, the Recipient must still submit a conformance request.
- f) Additional Information.

Additional information on Recipient, Contractor and Worker protections under the Executive Orders is available at <https://www.dol.gov/gencies/whd/government-contracts>.

PROJECT LABOR AGREEMENTS

Recipients must provide a certification that the Project includes a Project labor agreement, meaning a pre-hire collective bargaining agreement consistent with Section 8(f) of the National Labor Relations Act [29 U.S.C. 158(f)]. If the Recipient does not provide such certification, the Recipient must provide a Project workforce continuity plan, detailing:

- a) How the Recipient will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project;
- b) How the Recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project; and
- c) How the Recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- d) Whether workers on the Project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- e) Whether the Project has completed a labor agreement

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For all contracts 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 based on a standard work week of forty (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 forty (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.

In the event of any violation of the clause set forth herein, CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$27.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION

CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of six (6) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by CONTRACTOR for inspection, copying, or transcription by authorized representatives of COUNTY and the Department of Labor, and CONTRACTOR will permit such representatives to interview employees during working hours on the job.

CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

Use of Evidence

The Community Foundation for Ocala/Marion County will publish the Notice of Funding Availability incorporated into this program plan that focuses on allocations from federal American Rescue Plan Act (ARPA) funding for program and technical assistance applications, consistent with U.S. Treasury guidelines related to pandemic relief local recovery funding for eligible uses by nonprofits

One or both of the following County objectives must be met within this program plan:

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

The Community Foundation's program plan consists of setting up the application portal, performing outreach activities to potential eligible nonprofit applicants during the submission process, facilitating

the application process and evaluation of nonprofit applicants based on the application and scoring matrix included in this Program Plan, awarding grants to qualified nonprofit applicants per the ARPA Review Committee’s determination, providing extensive technical assistance to approved nonprofit applicants over a three-year period, and reporting to County Community Services on measurable deliverables that are achieved by awarded nonprofit applicants.

All activities for setup and the submission process occur between April 15, 2022 and May 31, 2022. Those activities pertaining to application review and evaluation occur thereafter between June 1, 2022 and June 30, 2022. The application award process then takes place between July 1, 2022 and July 31, 2022, with all requested paperwork from awarded nonprofits due August 1, 2022. All technical assistance and reporting activities subsequently commence immediately thereafter, through December 31, 2024. Technical assistance over the three-year period will consist of conducting routine site visits, facilitating intensive activities specifically assigned to awarded nonprofits through the milestones set forth by Community Foundation’s “Roadmap to Success”, managing program files, and monitoring collection of documentation used for measurable achievement towards final reporting.

Performance Report

Compliance monitoring, reporting, and auditing will be performed on all of the projects.

PROJECT INVENTORY

Water, Sewer & Broadband Infrastructure	Broadband Feasibility Analysis Study	\$500,000
Water, Sewer & Broadband Infrastructure	General Water Main Extension Project	\$5,000,000
Water, Sewer & Broadband Infrastructure	Marion Oaks Water Service	\$10,000,000
Water, Sewer & Broadband Infrastructure	Silver Springs Shores Water and Sewer Service	\$46,100,000
Water, Sewer & Broadband Infrastructure	SR 200/60th Ave Water Service Project	\$2,400,000
Public Health and Economic Impacts	College of Central Florida Nursing Facility	\$2,000,000
Public Health and Economic Impacts	CEP New Health Related Business Initiatives	\$1,000,000
Public Health and Economic Impacts	Affordable Housing Initiatives	\$2,000,000
Public Health and Economic Impacts	Not For Profit Capacity in Rural Areas Grant Program	\$2,000,000
		\$71,000,000