

Exhibit C

**ENTITY APPLICANT
AMERICAN RESCUE PLAN
ELIGIBILITY CERTIFICATION
AND
GUARANTY FORM**

For use by all entity Applicants regardless
of tier.

EXHIBIT C
ENTITY APPLICANT - AMERICAN RESCUE PLAN ELIGIBILITY CERTIFICATION AND
GUARANTY

I, _____ (insert name) am the _____
(insert title) and the Authorized Agent of _____
("APPLICANT"). This Certification is being signed in both my capacity as a representative of
APPLICANT and separately in my own individual capacity as a guarantor for APPLICANT.

1. **UNDERSIGNED HAS AUTHORITY.**

The undersigned has authority on behalf of APPLICANT to request payment from the U.S. Department of Treasury ("TREASURY") through City of Ocala ("CITY") pursuant to the American Rescue Plan Act, (the "ARPA").

2. **THIS IS A MATERIAL REPRESENTATION TO BE RELIED UPON.**

APPLICANT understands that TREASURY and CITY will rely on this certification as a material representation in making requested assistance from ARPA.

3. **APPLICANT'S RECORD KEEPING COMPLIES WITH THE AMERICAN RESCUE PLAN ACT.**

APPLICANT will keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with ARPA.

4. **APPLICANT'S RECORDS ARE SUBJECT TO AUDIT.**

APPLICANT acknowledges that all records and expenditures are subject to audit by TREASURY's Inspector General and CITY Auditor.

5. **NO DUPLICATION OF ASSISTANCE BY APPLICANT.**

Federal law prohibits receiving assistance for a cost if APPLICANT has received financial assistance for the same cost under any other assistance program or from any other source, including insurance. Therefore, APPLICANT acknowledges it has an affirmative obligation to identify and report any duplication of assistance and will have to repay any payment received if it is later deemed duplicative. Further, APPLICANT understands that CITY has the authority and the obligation to de-obligate or offset any duplicated assistance.

6. **APPLICANT IS LIABLE FOR ALL COSTS DISALLOWED.**

APPLICANT affirms it has incurred eligible costs between March 3, 2021 and the date hereof and affirms APPLICANT is liable to repay any payment received if later the costs are deemed disallowed due to financial or compliance audits of funds received.

7. **APPLICANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY.**

A. APPLICANT agrees to indemnify, hold harmless and defend CITY, its officials, governmental authorities, employees, and agents ("the Released Parties") against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and actions of whatever kind or nature, including reasonable attorney's fees, costs (and reasonable attorney's fees and costs on appeal), and damages (including, but not limited to, actual and consequential damages) arising out of this Agreement, or APPLICANT's use of ARPA funding, any cost of collection, including reasonable attorney's fees, and any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Certification by APPLICANT.

B. APPLICANT shall satisfy any judgment against the Released Parties and pay same for any damages, reasonable settlements and defense costs, including attorney's fees and fees on appeal, the Released Parties incur because of any claims made against them arising out of this Certification or APPLICANT's use of the funding it requests herewith.

C. This grant of indemnity hereby survives the expiration or termination of this Certification.

D. This Section shall not in any way alter CITY's sovereign immunity or the limits established in Section 768.28, Florida Statutes, as may be amended from time to time.

8. **APPLICANT'S USE COMPLIES WITH THE AMERICAN RESCUE PLAN ACT.**

APPLICANT requests monies be provided to fund APPLICANT for costs expended in accord with ARPA. Said funding shall be used to cover those costs specified in my application and none other and that:

- A. This economic assistance is necessary and due to Applicant being directly impacted by a loss or reduction of income as a result of the COVID-19 crisis, and
- B. The economic assistance sought is for obligations incurred by Applicant during the period that began March 3, 2021 and ends on September 16, 2022.

9. **CIVIL RIGHTS COMPLIANCE.** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee of this agreement 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. 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 Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

AFFIRMATION

APPLICANT affirms and certifies to the best of its knowledge and belief that this Certification is true, complete, and accurate, and the expenditures, disbursements, and receipts submitted for which funding is sought, are for the purposes and objectives set forth in ARPA. APPLICANT is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject APPLICANT to criminal, civil or administrative penalties for fraud false statements, false claims or otherwise (U.S. Code Title 18, Section 1001, and Title 31, Sections 3729-3730 and 3801-3812.)

Name of APPLICANT: _____

By: (Signature) _____ Date: _____

Printed Name: _____ Title: _____

GUARANTY

GUARANTOR, FOR VALUABLE CONSIDERATION RECEIVED, ABSOLUTELY AND UNCONDITIONALLY GUARANTEES FULL AND PUNCTUAL PAYMENT FOR ANY COSTS LATER DEEMED DISALLOWED DUE TO DUPLICATION OR A FINANCIAL OR COMPLIANCE AUDIT AND HAVING READ ALL OF THE PROVISIONS OF THIS CERTIFICATION, UNDERSTANDS THE PARAMETERS OF THE AMERICAN RESCUE PLAN ACT AND AGREES TO ALL TERMS. FURTHER GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY TO CITY WITH NO FORMAL ACCEPTANCE NEEDED.

By: (Signature) _____ Date: _____

Printed Name: _____ Title: _____