

**MARION COUNTY
STANDARD PROFESSIONAL FACILITIES AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**

THIS MARION COUNTY STANDARD PROFESSIONAL FACILITIES 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 **Florida Center for the Blind, Inc.**, a not-for-profit corporation organized under the laws of the state of Florida, whose corporate address is: 1411 NE 22nd Avenue, Ocala, Florida 34470, FEIN # **59-2953392**, (hereinafter called the SUBRECIPIENT).

WITNESSETH:

WHEREAS, COUNTY receives Community Development Block Grant Program funds (CDBG) through the US Department of Housing and Urban Development ("HUD") as an Entitlement COUNTY; and

WHEREAS, the primary Community Development goal of the COUNTY's Five Year 2019-2024 Consolidated Plan for funding through HUD, and in furtherance of the national objective, is to develop viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, and/or presumed benefit; and

WHEREAS, SUBRECIPIENT's success implementing specialized early learning programs, and expanding access to technology training and vocational rehabilitation services, and seeking to provide additional facilities and/or services for blind and visually impaired youths from Pre-K through Grade 3 to prepare them to transition into the Marion County Public School System. There is a need for a permanent facility to better serve the children to give them a head start as they progress in their education; and

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

WHEREAS, COUNTY's Community Services Department ("Department") administers the CDBG program on behalf of COUNTY, 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.** The Parties mutually agree to abide by the Standard Terms, attached hereto as **Exhibit A**, with the exception of the following non-applicable sections:

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 Funding and Scope of Work attached hereto as **Exhibit B**, the Mortgage and Promissory Note as listed in **Exhibit C**, and income qualifications as outlined in the application for funding (**Exhibit E**). COUNTY agrees to pay on SUBRECIPIENT's behalf for the Project's allowable costs, not to exceed **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)** as detailed in **Exhibit B**. The FAIN # is: B-22-UC-12-0019, with the award date of: November 10, 2022, and a CFDA # of: 14.218. 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: **Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00)**, which does not include any closed projects.

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): **Florida Center for the Blind, Inc**
 - B. The Subrecipient's unique entity: **UFKAM6LMNL33**.
 - C. Federal Award Identification Number ("FAIN"): **B-22-UC-12-0019**.
 - D. Federal Award Date of the award to the County: November 10, 2022
 - E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on October 1, 2023 and shall end on September 30, 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 October 1, 2023 and shall end on September 30, 2024.
 - G. Amount of Federal Funds Obligated by this Agreement by the County to the Subrecipient: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**.
 - H. Total Amount of Federal Funds Obligated by the County to the SUBRECIPIENT, including the amounts in this Agreement: **Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00)**.

Title	Year	Amount	Project
Community Development Block Grant (CDBG)	2021	\$600,000.00	Pre-K Modular
Community Development Block Grant (CDBG)	2022	\$200,000.00	Education Center Design
TOTAL:		\$800,000.00	

- I. Total Amount of the Federal Award committed to the SUBRECIPIENT by the County: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).**
- J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (“FFATA”): Funding will be used to build a facility to serve as a permanent youth education center. This facility will house a full preschool, K-3 Charter School, plus added space to FCB’s youth program, in addition to a future computer lab to serve all students and provide specialized teen training for college preparation.
- K. 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: Anissa Pieriboni, President / CEO, Florida Center for the Blind, Inc, 1411 NE 22nd Avenue, Ocala, Florida 34470
- L. Assistance Listing Number and Title:

#	Title	Year	Amount
14.218	Community Development Block Grant (CDBG)	2021	\$600,000.00
	TOTAL:		\$600,000.00

- M. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**
 - N. This subaward is a program grant and not for Research and Development.
 - O. 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, B, C, and D.**
 5. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **twelve (12) 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.

6. **INSURANCE.** SUBRECIPIENT will maintain general liability insurance as set forth in Section 5 of the **Exhibit A**.

7. **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.

8. **MISCELLANEOUS.**
 - A. This project must comply with the compliance requirements as outlined, and in accordance with 24 CFR § 570 and 2 CFR § 200, including the applicable uniform requirements as described in 24 CFR § 570.502.

 - B. Reference in this Agreement to Director shall mean the Department of Community Services Director.

 - C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A – Standard Terms
Exhibit B – Scope of Work and Funding
Exhibit C – Property Legal 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, Chair Date

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

for _____ *1/9/24*
Matthew Minter, Marion County Attorney Date

Florida Center for the Blind, Inc

WITNESS:

By: _____

Sign Name: Date

Print Name: _____

Print Name

Title: _____

Sign Name: Date

Date: _____

Print Name

STANDARD TERMS

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 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. Households assisted under this Agreement must live within the jurisdiction of Marion County.
- C. In accordance with 2 CFR Part 200 (check applicable terms):
 - (X) SUBRECIPIENT shall be required to complete a client assessment to verify eligibility according to the published HUD income guidelines. The method of determining eligibility must be approved by COUNTY.
 - () The clientele served by SUBRECIPIENT's are all in a presumed benefit category (Homeless) 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, to include: racial/ethnic status and residency status.
- 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 the 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. Time is of the essence. The timely performance and completion of conception and design is vitally important to the interest of COUNTY. SUBRECIPIENT agrees to provide scheduled progress reports in a format acceptable to COUNTY and at intervals established by the COUNTY. COUNTY will be entitled at all times to be

EXHIBIT A

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 the Agreement may request and be granted a conference.

- I. 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.
- J. SUBRECIPIENT shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of COUNTY. Sub-Grantee 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 have the right to monitor and evaluate all aspects of the Project activities carried out by SUBRECIPIENT and 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 CDBG regulations according to 24 CFR § 570.502, 570.503(b)(2) and 570.506
- 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. 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 may deem necessary make available for examination all of SUB-RECIPIENT's client files, 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. SUBRECIPIENT shall provide COUNTY, in a form prescribed by COUNTY, monthly reports summarizing progress, timetables, eligibility, demographic and financial information for monitoring and evaluating all aspects of Project activities. The format prescribed shall be in conformance with HUD reporting requirements and COUNTY reporting procedures.

- F. Public Records

1. 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:

**Office of 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 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; and,
 - 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.

EXHIBIT A

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.

3. 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. CERTIFICATION:

A. SUBRECIPIENT shall submit the following certifications in writing:

1. In signing this Agreement and accepting the grant funds at issue, the following certifications are voluntarily made by SUBRECIPIENT:
 - a. Disclosure/Duplication of Benefits. SUBRECIPIENT certifies that it shall disclose to COUNTY all other sources of assistance received.
 - b. Subrogation Agreement. SUBRECIPIENT understands that the Stafford Act (42 U.S.C. § 5121-5207) prohibits SUBRECIPIENT from receiving duplicative assistance for the same activity ("Duplication of Benefits"). SUBRECIPIENT agrees to repay any funds that are determined at a later date to be a Duplication of Benefits.

4. TERMINATION:

- A. In accordance with 24 CFR § 85.43, 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, or e) 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

EXHIBIT A

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 the 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. 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 vendors.
- D. In accordance with 24 CFR § 85.44, 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 the 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.

5. FUNDING:

- A. COUNTY, through the department, shall pay SUBRECIPIENT for allowable costs, determined by COUNTY, in an amount not to exceed **Two Hundred Thousand Dollars (\$200,000.00)** for services performed under the terms of this Agreement and detailed in **Exhibit B**. In the even Project costs exceed the stated amount, SUBRECIPIENT shall be responsible for the excess.
- B. SUBRECIPIENT will be given program dollars up front to start-up costs upon contract execution.
- C. 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**.
- D. 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

EXHIBIT 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.
- E. 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.
- F. The source of funding from COUNTY for payment of services performed under the 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.
- G. COUNTY, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, invoices 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.

6. INDEMNITY:

- 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 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 the Agreement.

7. INSURANCE:

A. 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 B+. All policies must show the "Marion COUNTY Board of COUNTY Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The 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. **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 claims 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.

B. 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 contract to cover SUBRECIPIENT.

C. 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 maybe 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.

8. COMPLIANCE WITH LAWS:

A. The CDBG Administrator will be available to SUBRECIPIENT to provide technical guidance on CDBG requirements.

B. SUBRECIPIENT 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.

- C. SUBRECIPIENT will comply with applicable Uniform Administrative Requirements as described in 2 CFR Part 200 regulations described in Subpart F of the CDBG regulations, incorporated herein by reference.
- 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 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.
- E. Certification of Anti-Lobbying: SUBRECIPIENT certifies and discloses that, to the best of SUBRECIPIENT'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.
- 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 Community Development Block Grant as providing funds for this Project.

9. OTHER REQUIREMENTS:

- A. COUNTY will record a mortgage on SUBRECIPIENT's Project in the total amount of CDBG reimbursed assistance calculated prior to the first Reimbursement /Request for payment has been issued.

- B. Although no “program income” (as defined by HUD) is anticipated as a result of this Agreement, any such income received by SUBRECIPIENT is to be paid to COUNTY within ten (10) days of receipt of such income. Upon completion of the Agreement, SUBRECIPIENT shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.
- C. No forbearance on the part of COUNTY or SUBRECIPIENT 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 SUBRECIPIENT.
- D. Any capital equipment acquired by SUBRECIPIENT 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.
- E. Conflict of Interest: No employee, agent, consultant, officer or elected official or appointed official of SUBRECIPIENT, who exercises or have exercised any function or responsibility with respect to CDBG 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 CDBG assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG assisted project or with respect to the proceed of the CDBG 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: CDBG funds may not be used for religious activities. 2 CFR Part 200 specifies the limitations on CDBG funds, and is herein incorporated by reference.
- G. SUBRECIPIENT must certify to COUNTY that SUBRECIPIENT shall provide drug-free Workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 USC 701) and with HUD's rules at 2 CFR Part 200.
- H. Grant Close-out Procedures: In accordance with 2 CFR Part 200, the grant will be closed out when:
 - 1. All costs to be paid with CDBG funds have been incurred;
 - 2. The Work to be assisted with CDBG funds has actually been completed; and,
 - 3. Other responsibilities of SUBRECIPIENT appear to have been carried out satisfactorily. Within ninety (90) days of the date it is determined to be completed, SUBRECIPIENT will submit a copy of the final performance and evaluation report (2 CFR Part 200).

10. 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.
- 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.

SCOPE OF WORK AND FUNDING

SUBRECIPIENT: Florida Center for the Blind, Inc. (FCB)

This proposal requests \$200,000.00 in funding to secure architectural building design and civil design services, yielding a complete set of Youth Education Center Construction Documents. A fully detailed Construction proposal, including comprehensive architectural design services, land surveying & civil engineering services, engineering design, permitting, and pre-construction management services will be submitted. Though not part of this request, as context, after FCB's Youth Education Center is completed and fully operational, future expansion is expected to continue through 2035, including a Vocational Rehabilitation & Job Readiness Center, and an indoor Orientation & Mobility space. This expansion is expected to serve up to 35 youths from Pre-K through Grade 3 annually through its preschool and charter schools. Each child will then be able to be "main-streamed" into Marion County Public Schools by Grade 4, and will also be fully trained in individual adaptive skills. This approach can yield a county savings of up to \$25,000 annually in paraprofessional support, totaling \$200,000 per child over 8 years. Recent studies confirm that the long-term economic impact to local, state, & federal sources for unemployed/underemployed Visually Impaired/Blind individuals ranges from \$15,900 - \$26,900 annually (\$636,000 - \$1,076,000 over a 40-year work life). These are new & unique individuals served.

Location: 1411 NE 22nd Avenue, Ocala, Florida 34470

This Project qualifies as a CDBG Public Facility Project.

Approved Grant Budget:

CDBG funding is contingent upon the completion of a successful Environmental Review. CDBG funding will be provided up to a maximum of **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**. Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

Reporting Schedule:

As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for twenty-four (24) months. COUNTY shall provide the pertinent form to SUBRECIPIENT.

1. Establish the required non-profit organizational assistance used to improve program results, and report monthly progress and successes to COUNTY.
2. SUBRECIPIENT shall submit monthly financial reports indicating the services provided, receipts for expenditures, and will receive funds from COUNTY on a reimbursement basis. SUBRECIPIENT shall submit monthly achievement reports on the Outcome Performance Measures.

Monitoring: COUNTY will monitor all stages of the Project to ensure compliance with all Federal/HUD regulations and COUNTY guidelines.

1. Within the first three (3) months after the ending date of the Project, COUNTY will perform monitoring of SUBRECIPIENT to ensure that SUBRECIPIENT is maintaining all records in a satisfactory manner.
2. Twenty-four (24) months after the ending date of the Project, COUNTY will perform a monitoring of SUBRECIPIENT to ensure compliance of: financial records.
3. SUBRECIPIENT shall be subject to the Change of Use requirements as outlined, in 24 CFR § 570.489, should there be a change of use of this CDBG funding.

Budget and Scope of Work:

Funds may be moved within program costs in accordance with program needs, only upon approval by the COUNTY through the Community Development Administrator.

CDBG funds budget:

Task	Budgeted Amount	Notes
Design Cost	\$184,000	
Management Services	\$16,000	
TOTAL:	\$200,000	

Non-CDBG required funds match:

Task	Budgeted Amount	Notes
Private Donors	\$62,331	
TOTAL:	\$62,331	

Outcomes and Performance Goals:

GOAL ONE: Design and Engineer a building space that will Serve and educate 35 Pre-K-Grade 3 students annually to prepare them for full school participation in Grades 4-12.

GOAL TWO: Receive necessary school licensing to continue expansion goals.

EXHIBIT C

PROPERTY LEGAL DESCRIPTION

LOCATION: 1411 NE 22nd Avenue, Ocala, FL 34470

PARCEL ID #: 26392-000-00

Commence at the S.W. corner of the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 9, Township 15 South, Range 22 East, Marion County, Florida: Thence North a distance of 243 feet; thence East a distance of 25 feet to a point on the East right of way line of N.E. 22nd Avenue, also being the point of beginning: thence S. 89° 51' 40"E. a distance of 185 feet, thence N. 00° 11' 10"E. a distance of 176.6 feet, thence N. 89° 51' 40"W. a distance of 185 feet, thence S. 00° 11' 10"W. a distance of 176.6 feet to the point of beginning.