

**MARION COUNTY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
Emergency Solutions Grant Program  
SHELTER OPERATIONS  
COVID-19 RESPONSE**

THIS MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "County") and **Open Arms Village Inc.**, FEIN 46-2321723, whose address is **1839 NE 8<sup>th</sup> Road, Ocala, Florida 34470**, (hereinafter called the "Sub-Recipient").

**WITNESSETH:**

WHEREAS, COUNTY receives Emergency Solutions Grant – Corona Virus Program ("ESG-CV") funds through the Department of Housing and Urban Development ("HUD") as an Entitlement County; and

WHEREAS, the Board of County Commissioners approved the 2019-20 Action Plan which certifies COUNTY's compliance with ESG regulations and specifies activities to be funded under those grants and approved receipt of 2019 ESG-CV funds; and

WHEREAS, the Marion County Community Services Department ("Department") administers the ESG-CV program on behalf of COUNTY, and

WHEREAS, as provided in the ESG rules and regulations, COUNTY is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects; and

WHEREAS, SUB-RECIPIENT has qualified to receive such funds for the project more fully set forth herein (the "Project");

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.** SUB-RECIPIENT and COUNTY mutually agree to abide by the Standard Terms, which are attached to this Agreement as ***Exhibit A***.
2. **FUNDING.** The Parties mutually agree to abide by the Funding and Scope of Work attached hereto as ***Exhibit B***. County agrees to pay, on SUB-RECIPIENT's behalf, for the Project's allowable costs, not to exceed **One Hundred Fifty-Seven Thousand Three Hundred Eighty-Five Dollars and Zero Cents (\$157,385.00)** as detailed in ***Exhibit B***. Any funds remaining at the end of this Agreement will revert to COUNTY.

3. SERVICES AND PERFORMANCE. COUNTY does hereby retain SUB-RECIPIENT to furnish certain services as detailed in **Exhibit B and Exhibit C**, and in doing so shall utilizing the forms contained in **Exhibits D-F**, attached hereto and made a part hereof and in connection with the ESG-CV program. SUB-RECIPIENT and COUNTY mutually agree to furnish, each to the other, the respective services, information and items as described in the attached services.
4. TERM.  
Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect for twelve (12) months from the date of complete execution as evidenced by the last signature and latest date on page three (3) ("Complete Execution"). The term of performance under this Agreement and scheduled Project services to be rendered by SUB-RECIPIENT may commence prior to execution of this Agreement as Pre-Award Costs. Reimbursements will not begin until Complete Execution of this Agreement. No extensions will be granted after expiration or termination of this Agreement.
5. INSURANCE. SUB-RECIPIENT will maintain general liability insurance as set forth in Section 9 of the Standard Terms, **Exhibit A** hereto.
6. SUBCONTRACTS. Sub-contracts(s) are authorized under this Agreement in accordance with Section 11 of the Standard Terms, **Exhibit A** hereto.
7. MISCELLANEOUS.
  - A. Reference in this Agreement to Director will mean the Department of Community Services Director.
  - B. Reference to the ESG-CV Administrator shall mean the Department of Community Services Community Development Grant Administrator.
  - 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 – Funding and Scope of Work**

**Exhibit C- Backup Documentation Guide**

**Exhibit D- Client Expense Form**

**Exhibit E- Program Checklist**

**Exhibit F – Income Limits**

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

Open Arms Village, Inc.  
FY 2020-2021

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, FLORIDA, a Political  
Subdivision of the State of Florida

\_\_\_\_\_  
Gregory C. Harrell, Clerk

\_\_\_\_\_  
Jeff Gold, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Matthew Minter, Marion County Attorney

WITNESS:

\_\_\_\_\_  
Dennis Grundy  
Print Name: Dennis Grundy

WITNESS:

\_\_\_\_\_  
Elise Reest  
Print Name: Elise Reest

Open Arms Village Inc.

By: Pam McBride

Print Name: Pam McBride

Title: Director

Date: 7/12/2021

**MARION COUNTY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
Emergency Solutions Grant-CV**

**STANDARD TERMS**

**I. SERVICES AND PERFORMANCE:**

- A. SUB-RECIPIENT, in a manner satisfactory to COUNTY, shall carry out or cause to be carried out all services described or referred to in **Exhibit B**. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SUB-RECIPIENT.
- B. SUB-RECIPIENT assisted under this Agreement shall operate within the jurisdiction of Marion County, Florida.
- C. SUB-RECIPIENT shall coordinate and integrate, to the maximum extent practicable, ESG-CV funded activities with mainstream housing, health, social services, employment, education, and youth projects for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth at 24 CFR Part 576.400(c).
- D. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to this Agreement will be considered to include any Supplemental Agreement.
- E. In the performance of professional services, SUB-RECIPIENT will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- F. The timely performance and completion of the Project is vitally important to the interest of COUNTY. SUB-RECIPIENT agrees to provide scheduled progress reports in a format acceptable to COUNTY and at intervals established by COUNTY. COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by SUB-RECIPIENT and of the details thereof. Coordination will be maintained by SUB-RECIPIENT 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.
- H. All services will be performed by SUB-RECIPIENT 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.

- I. SUB-RECIPIENT shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of COUNTY. SUB-RECIPIENT shall be solely responsible for the manner, means and methods utilized by SUB-RECIPIENT to perform such services.

## II. **CONFIDENTIALITY:**

- A. To the extent permissible by Florida's public record laws that governs COUNTY, SUB-RECIPIENT shall develop and implement written procedures to ensure:
  1. All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG-CV assistance ("Project Participant(s)") shall be kept secure and confidential;
  2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG-CV shall not be made public, except with written authorization of the person responsible for the operation of the shelter;
  3. The address or location of any housing of a Project Participant shall not be made public, except as provided under a preexisting privacy policy of SUB-RECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality; and
  4. The confidentiality procedures of the SUB-RECIPIENT must be in writing and must be maintained in accordance with this Section.

## III. **MONITORING, RECORD RETENTION AND REPORTING**

- A. COUNTY shall have the right to monitor and evaluate all aspects of activities carried out by SUB-RECIPIENT. Such evaluation shall be effected by the submission of reports and information by SUB-RECIPIENT and by monitoring site visits by the Department.
- B. SUB-RECIPIENT shall maintain all records required by the ESG-CV regulations.
- C. SUB-RECIPIENT shall maintain client files, books, records, documents, and other evidence pertaining to the Project and all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all activities undertaken in connection with the Project and all costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs of whatever nature, for which reimbursement is requested under this Agreement. Such records shall be maintained for a period of five (5) years after the date on which this Project is closed. Records shall be retained beyond the prescribed period if any litigation, claim, negotiation, audit, or another similar type of action to the foregoing has commenced involving this Agreement or the Project. In that instance, the records shall be retained until the litigation, claim, negotiation, audit,

or other action has been resolved. Any termination, reduction, or delay of ESG-CV funds provided to COUNTY, shall, at the option of COUNTY, result in termination, reduction, or delay in making ESG-CV funds available to SUB-RECIPIENT. HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the SUB-RECIPIENT that are pertinent to the ESG-CV grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

- D. SUB-RECIPIENT 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.

#### **IV. TERMINATION:**

- A. In accordance with 24 CFR 85.43, COUNTY may suspend, withhold payments, or terminate this Agreement and all payment to SUB-RECIPIENT in whole or in part for cause upon seven (7) calendar days notice in writing to SUB-RECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of 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 6 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 SUB-RECIPIENT, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to requesting additional information from SUB-RECIPIENT to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising SUB-RECIPIENT of deficiency and advising SUB-RECIPIENT that more serious sanctions may be taken if situation is not remedied; advise SUB-RECIPIENT to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise SUB-RECIPIENT to reimburse COUNTY for amount of costs incurred for any items determined ineligible.
- C. In the event of a natural disaster or national emergency, this Agreement may be suspended or terminated and funds transferred to recovery activities as determined by COUNTY. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third party private vendors.
- D. In accordance with 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 this Agreement that require compliance with laws, regulations or ordinances, records retention or to the provision of service to low and moderate income persons or other specified beneficiaries.

## V. CERTIFICATION:

A. SUB-RECIPIENT 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 SUB-RECIPIENT:
  - a. Need/Use. SUB-RECIPIENT certifies that the Emergency funds are required, that it is due to the COVID-19 Pandemic and declared National Emergency, and any Emergency funds received will be used by SUB-RECIPIENT to respond to the COVID-19 Pandemic.
  - b. Disclosure/Duplication of Benefits. SUB-RECIPIENT certifies that it shall disclose to COUNTY all other sources of assistance received as a result of COVID-19.
  - c. Subrogation Agreement. SUB-RECIPIENT understands that the Stafford Act (42 U.S.C. §5121-5207) prohibits SUB-RECIPIENT from receiving duplicative assistance for the same activity ("Duplication of Benefits"). SUB-RECIPIENT agrees to repay any funds that are determined at a later date to be a Duplication of Benefits.

## VI. FUNDING:

- A. SUB-RECIPIENT agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. Payment shall be limited to eligible costs as defined in **Exhibit B**.
- C. SUB-RECIPIENT shall submit any claims for eligible expenses within thirty (30) days after the calendar month in which the expenses are incurred or paid by SUB-RECIPIENT or COUNTY may deny payment.
- D. SUB-RECIPIENT shall submit Reimbursement/Payment requests to COUNTY using the following guidelines:
  1. SUB-RECIPIENT shall submit supporting documentation with each request for reimbursement/payment for actual costs invoiced to or paid by SUB-RECIPIENT in carrying out the Project as described in **Exhibit B** above. COUNTY, through the Department, shall render approval or disapproval of services within a maximum of five (5) working days of receipt of the request for reimbursement/payment unless otherwise stated in the Agreement. A "Request for Reimbursement/Payment" form shall be provided to SUB-RECIPIENT by the Department.

2. Should SUB-RECIPIENT fail to submit adequate supporting documentation with each request for reimbursement/payment as required by COUNTY, COUNTY through the Department may disapprove the request. Supporting documentation may include, but is not limited to: hotel/motel invoice/bill; purchased food receipts; transportation receipts.
- E. Within thirty (30) days after completion of all services to be performed by it, SUB-RECIPIENT shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. COUNTY shall not be responsible for payments of any charges, claims or demands of SUB-RECIPIENT not received within said thirty (30) day period; however, such time may be extended 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 SUB-RECIPIENT.
  - F. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to COUNTY at all times during the period of this Agreement and for five (5) years after the end of this Agreement. Copies of these documents and records shall be furnished to COUNTY upon request.
  - G. The source of funding from COUNTY for payment of services performed under this Agreement are grants provided to COUNTY by HUD. SUB-RECIPIENT 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 SUB-RECIPIENT has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, SUB-RECIPIENT shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.
  - H. COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) 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, the COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners, Marion County, FL.

#### VII. PUBLIC RECORDS:

**IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**



**CONTACT COUNTY'S CUSTODIAN OF PUBLIC  
RECORDS AT:**

**Office of Public Relations**

**601 SE 25th Ave.**

**Ocala, FL 34471**

**Phone: 352-438-2300**

**Fax: 352-438-2309**

**Email: [PublicRelations@Marioncountyfl.org](mailto:PublicRelations@Marioncountyfl.org)**

- A. If under this Agreement SUB-RECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.011 (2), under Florida Statutes, SUB-RECIPIENT shall:
1. Keep and maintain public records required by COUNTY to perform the Project;
  2. 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;
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SUB-RECIPIENT does not transfer the records to COUNTY; and,
  4. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession by SUB-RECIPIENT or keep and maintain public records required by COUNTY to perform this Project. If SUB-RECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUB-RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUB-RECIPIENT keeps and maintains public records upon completion of this Agreement, SUB-RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
- B. If SUB-RECIPIENT fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SUB-RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes.

**VIII. INDEMNITY:**

SUB-RECIPIENT will indemnify, defend, and hold harmless COUNTY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by SUB-RECIPIENT, its agents, employees, volunteers, or sub-contractors during the performance of this Agreement, except that neither SUB-RECIPIENT, its agents, employees, volunteers nor any of its sub-contractors will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by COUNTY or any of its officers, agents or employees during the performance of this Agreement.

**IX. INSURANCE:**

**A. WORKER'S COMPENSATION**

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

**B. GENERAL LIABILITY**

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

**C. PROFESSIONAL LIABILITY**

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

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

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

**X. COMPLIANCE WITH LAWS:**

- A. SUB-RECIPIENT shall become familiar with and agrees to comply with the ESG-CV Project and ESG program regulations set forth at 24 CFR Part 576 and applicable related federal regulations, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. SUB-RECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement.
- B. The Grant Administrator shall be available to SUB-RECIPIENT to provide technical guidance on ESG-CV requirements.
- C. SUB-RECIPIENT, or any contractor, 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 performance of work under this Agreement.
- D. SUB-RECIPIENT shall comply with applicable Uniform Administrative Requirements as described in 24 CFR 570.502 and shall carry out the Project in compliance with all federal laws and regulations described in Subpart K of the Emergency Solutions Grant regulations, incorporated herein by reference. Further, SUB-RECIPIENT shall comply with all terms of the Emergency Solutions Grant Agreement and COUNTY requirements. Since COUNTY is responsible for its Emergency Solutions Grant Program, SUB-RECIPIENT shall provide Department with the opportunity to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to confirm compliance with the above federal and local requirements.
- E. SUB-RECIPIENT warrants that SUB-RECIPIENT has not employed or retained any company or person, other than a bona fide employee working solely for SUB-RECIPIENT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, COUNTY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- F. Certification of Anti-Lobbying: SUB-RECIPIENT certifies and discloses that, to the best of the SUB-RECIPIENT's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of SUB-RECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and that
  2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- G. SUB-RECIPIENT agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (Project literature, brochures, and letterhead) shall recognize Marion County Board of County Commissioners and the U.S. Department of Housing and Urban Development Emergency Solutions Grant as providing funds for this Project.

**XI. OTHER REQUIREMENTS:**

- A. SUB-RECIPIENT shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SUB-RECIPIENT's responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.
- B. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.
- C. Conflict of Interest: No employee, agent, consultant, officer or elected official or appointed official of SUB-RECIPIENT who exercises or have exercised any function or responsibility with respect to ESG-CV activities assisted under or who are 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 ESG-CV assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a ESG-CV assisted activity or with respect to the proceed of the ESG-CV assisted activity, either for

themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter.

- D. Separation of Church and State: ESG-CV funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 570.200(j) specifies the limitations on ESG-CV funds, and is herein incorporated by reference.
- E. SUB-RECIPIENT, as a condition of being awarded, shall certify that it shall provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR Part 24, subpart F.

## **XII. MISCELLANEOUS:**

- A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall 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 shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall 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 Code of Federal Regulations regarding SUB-RECIPIENTS, Part 570.201(e)(1)(2) and Part 570.503 should be amended or changed, COUNTY shall amend this Agreement to comply with such changes. COUNTY shall give written notice to SUB-RECIPIENT of any such changes.
- D. There are no understandings or agreements except as herein expressly stated.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, SUB-RECIPIENT hereby waives any and all privileges and rights it may have under the 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 shall be brought in the appropriate court in Marion County, Florida.

EXHIBIT B  
FUNDING AND SCOPE OF WORK

- A. **Purpose of Emergency Solutions Grant (ESG).** Pursuant to 24 CFR Part 576, provide services and payment, as applicable and allowable, for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, certain expenses related to operating emergency shelters, essential services related to emergency shelters and street outreach for the homeless, and homelessness prevention and rapid re-housing assistance.
- B. **Objective of the Emergency Solutions Grant (ESG) Program.** The objective of the ESG is to provide emergency shelter to homeless persons; engage individuals living on the street through street outreach activities; provide homeless prevention services to enable those in danger of losing their home to remain stably housed; and to provide re-housing services to help those who are homeless become stably housed.
- C. **Catchment Area.** For purposes of this Agreement, services shall occur within Marion County.
- D. **Hours and Location.** The location and service times of SUBCONTRACTOR are:

**Open Arms Village Inc.**  
1839 NE 8<sup>TH</sup> RD  
Ocala, Fl. 34470

**Business Hours: 8:00 am to 5:00 pm**

Any change in location and/or service time shall require a written request to COUNTY and an approval prior to the time change.

- E. **Clients to be served.** Applicable definitions for individuals who are eligible for services under ESG are found in 24 CFR Part 576.2 and defined as "homeless" or "at risk of homelessness".
- F. SUBCONTRACTOR agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- G. Funding shall not continue beyond the end date of the grant which occurs on September 30, 2021 even if the Project Participant continues to have need of the assistance.
- H. SUBCONTRACTOR shall submit any claims for eligible expenses within thirty (30) days after the calendar month in which the expenses are incurred or paid by SUBCONTRACTOR or COUNTY may deny payment.
  - a. SUBCONTRACTOR shall submit Reimbursement/Payment requests to COUNTY using the following guidelines:

EXHIBIT B  
FUNDING AND SCOPE OF WORK

- b. SUBCONTRACTOR shall submit supporting documentation (listed below) with each request for reimbursement/payment for actual costs invoiced to SUBCONTRACTOR in carrying out the Project as described in Section I above. COUNTY, through the Department, shall render approval or disapproval of services within a maximum of five (5) working days of receipt of the request for reimbursement/payment unless otherwise stated in the Agreement. A "Request for Reimbursement/Payment" form shall be provided to SUBCONTRACTOR by the Department. Documents to be submitted are as follows:
  - c. Reimbursement Request Form;
    - i. Supporting documentation for all expenses for which reimbursement is requested, in accordance with the Backup Documentation Guide
    - ii. Client Tracker with HMIS number
  - d. Should SUBCONTRACTOR fail to submit adequate supporting documentation with each request for reimbursement/payment as required by COUNTY in a timely manner, COUNTY through the Department may disapprove the request.
  - e. Within thirty (30) days after completion of all services to be performed by it, SUBCONTRACTOR 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 SUBCONTRACTOR not received within said thirty (30) day period; however, such time may be extended at COUNTY'S 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 SUBCONTRACTOR.
- I. SERVICE TASKS. The tasks to be performed under this Agreement must comply with the written standards and all applicable rules, regulations, and policies related to the ESG-CV program. The following are allowable activities under this Agreement, as defined in 24 CFR Part 576, Subpart B.

**Street Outreach Component.** See 24 CFR Part 576.101. ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under 24 CFR Part 576.2. The eligible costs and requirements for essential services consist of the following as defined in 24 CFR Part 576.101: engagement, case management, emergency health services, emergency mental health services, transportation, and services for special populations.

EXHIBIT B  
FUNDING AND SCOPE OF WORK

**Emergency Shelter Component.** See (24 CFR Part 576.102). ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements consist of the following as defined in 24 CFR Part 576. 102: essential services, including but not limited to, case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations; renovation; shelter operations; and assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

**Homelessness Prevention Component.** See 24 CFR Part 576.103. ESG-CV funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR Part 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in 24 CFR Part and have an annual income below thirty percent (30%) of median family income for the area, as determined by HUD. The costs of homelessness prevention, provided under housing relocation and stabilization services and short- and/or medium-term rental assistance, are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR Part 576.105, the short-term and medium-term rental assistance requirements in 24 CFR Part 576.106, and the written standards and procedures established under 24 CFR Part 576.400.

<b>Street Outreach Eligible Costs October 1, 2020 – June 30, 2021</b>		
Engagement, Emergency Mental Health Services, Case Management, Transportation, Emergency Health Services, Services for Special Populations such as Bus Passes/Gas Cards, Identification for clients, etc.		\$81,800
<b>Total</b>		<b>\$81,800</b>
<b>Emergency Shelter Eligible Costs October 1, 2020 – September 30, 2021</b>		
Essential Services	Case Management, Child Care, Education Services, Employment Assistance and Job Training, Outpatient Health Services, Legal Services, Life Skills Training, Mental Health Services, Substance Abuse Treatment Services, Transportation, and Services for Special Populations such as Motel Vouchers and staffing to coordinate services for clients in motels.	\$ 35,585
<b>Total</b>		<b>\$35,585</b>



EXHIBIT B  
FUNDING AND SCOPE OF WORK

Homeless Prevention Eligible Costs		October 1, 2020 – September 30, 2021
Financial Assistance	Rental application fees, security deposits, last month's rent, utility deposits, utility payments, and moving costs.	\$5,000
Service Costs	Housing search and placement, housing stability case management, mediation, legal services, credit repair	\$5,000
Rental Assistance	Short and Medium Term Rental Assistance & Rental Arrears	\$30,000
	<b>Total</b>	<b>\$40,000</b>

**TOTAL PROJECT AWARD      \$157,385.00**

Funds may be moved within the Service Costs, Financial Assistance and Rental Assistance categories in accordance with program needs.

## Exhibit C - BACK-UP DOCUMENTATION GUIDE

### **Emergency Shelter Activities**

- Shelter Operations
  - Itemized Receipts for Eligible Purchases (including but not limited to supplies, phone/utilities, and other operating expenses)
- Essential Services
  - Case Management
    - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
    - Pay Stub of Staff Member being paid

### **Rapid Rehousing Activities**

- Financial and Rental Assistance (deposit and subsequent months rental assistance)
  - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)
  - Letter Stating Arrears from Utility Company
  - Deposit Requirements/Information from Utility Company
  - Proof of Payment (cleared check, receipt, financial ledger, etc.)

### **Homelessness Prevention Activities**

- Financial and Rental Assistance
  - Rent Past Due Notice
    - Copy of Lease Agreement (first page and signature page) or Landlord Agreement Form with signatures
    - Payment Statement/Invoice
    - Proof of Payment (cleared check, receipt, financial ledger, etc.)
  - Utilities Past Due Notice
    - Proof of Address (see lease agreement above)
    - Payment Statement/Invoice
    - Proof of Payment (cleared check, receipt, financial ledger, etc.)
- Service Costs
  - Time Card/Sheet documenting the Hours dedicated to the Case Management Services Provided
  - Pay Stub of Staff Member being paid

EXHIBIT D – Client Expense Form

**ESG**  
**Specific Program Participant Costs**

**SUBCONTRACTOR Name** \_\_\_\_\_

**Program Participant Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Funding**                      **RR**                      **HP**

**Amount \$** \_\_\_\_\_

**From**    \_\_\_\_/\_\_\_\_/\_\_\_\_ **to** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Eligible Costs:**

_____ Rent	\$ _____
_____ Deposit	\$ _____
_____ First Month	\$ _____
_____ Last Month	\$ _____
_____ Security	\$ _____
_____ Past Due Rent	\$ _____
_____ Past Due Utility	\$ _____
_____ Utility Deposit	\$ _____

**TOTAL**                      \$ \_\_\_\_\_

\_\_\_\_\_ **Other** \_\_\_\_\_

## EXHIBIT E – Program Checklist

Client Name: \_\_\_\_\_

HP: \_\_\_\_\_ OR RR: \_\_\_\_\_

### Initial Pre-approval:

- \_\_\_\_\_ Completed application
- \_\_\_\_\_ Initial case management plan or draft
- \_\_\_\_\_ Fair Credit Reporting Act Disclosure and Authorization
- \_\_\_\_\_ Utility Shut-Off Notice/Utility Letter
- \_\_\_\_\_ Copy of driver's license for applicant/co-applicant and household member over the age of 18
- \_\_\_\_\_ Social Security Card copy for all household members
- \_\_\_\_\_ Copy of children(s) birth certificate / guardianship letter
- \_\_\_\_\_ Pathways Community Network Client Authorization form (HMIS form)

### Homeless Prevention Only:

- \_\_\_\_\_ Copy of current lease
- \_\_\_\_\_ Eviction Notice or letter from family/friends/host
- \_\_\_\_\_ Verification of Employment
- \_\_\_\_\_ Self-Declaration of Income
- \_\_\_\_\_ VOE or Pay stubs last 30 days for anyone in household earning income
- \_\_\_\_\_ Most recent bank statement for checking account, savings account, interest/dividend or signed asset addendum / VOD
- \_\_\_\_\_ If self-employed, most recent tax return
- \_\_\_\_\_ Social Security Retirement/Disability Benefit statement
- \_\_\_\_\_ Unemployment benefit notice
- \_\_\_\_\_ Most recent welfare benefit notice
- \_\_\_\_\_ Most recent Child Support/Foster Care payment statement / or Court Order if not receiving
- \_\_\_\_\_ Most recent Alimony payment statement
- \_\_\_\_\_ Housing Status Verification form signed by ESG staff
- \_\_\_\_\_ Income Eligibility Calculation Worksheet (HUD Calculator) / Income Certification Form
- \_\_\_\_\_ Case Summary ("But for" form )

### Rapid Rehousing Only:

- \_\_\_\_\_ Letter from another agency documenting homelessness
- \_\_\_\_\_ HUD Housing Status Verification form / Homeless Verification form – signed/dated by agency staff
- \_\_\_\_\_ Case Summary ("But for" form )

*Note: you will still need income information to determine level of payment participation, but it's not required to determine eligibility for assistance under Rapid Rehousing.*

### Post Approval:

- |  |   |
|--|---|
| _____ Long term stabilization plan with case notes | _____ URA Certification   |
| _____ Landlord Agreement                           | _____ Consent to Release Information  |
| _____ Client Participation Agreement               | _____ Declaration of Section 214 Status - citizenship   |
| _____ Rent Reasonableness Certification            | _____ Lead Based Paint Disclosure Notice & Brochure signed certification of receipt by client |
| _____ Rent Calculation Worksheet                   | _____ Habitability Standards Report   |
| _____ Domestic Violence Lease Addendum             | _____ Program Exit Form   |

EXHIBIT F – Income Limits

MARION COUNTY, FLORIDA HUD INCOME LIMITS ADJUSTED TO FAMILY SIZE 2020				
Median \$55,000 Household Size	30%	50%	60%	80%
1 PERSON	\$12,760.00	\$19,250.00	\$23,100.00	\$30,800.00
2 PERSON	\$17,240.00	\$22,000.00	\$26,400.00	\$35,200.00
3 PERSON	\$21,720.00	\$24,750.00	\$29,700.00	\$39,600.00
4 PERSON	\$26,200.00	\$27,500.00	\$33,000.00	\$44,000.00
5 PERSON	\$29,700.00	\$29,700.00	\$35,640.00	\$47,550.00
6 PERSON	\$31,900.00	\$31,900.00	\$38,280.00	\$51,050.00
7 PERSON	\$34,100.00	\$34,100.00	\$40,920.00	\$54,600.00
8 PERSON	\$36,300.00	\$36,300.00	\$43,560.00	\$58,100.00

valid as of  
4/6/20