

MEMORANDUM OF UNDERSTANDING BETWEEN MARION COUNTY COMMUNITY SERVICES DEPARTMENT AND MARION COUNTY GROWTH SERVICES IN THE ADMINISTRATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FY 2024-2025

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU"), is made and entered into by and between **Marion County Community Services**, a Department of Marion County, a political subdivision of the State of Florida, (hereinafter referred to as "Community Services") and **Marion County Growth Services**, a Department of Marion County, a political subdivision of the State of Florida, (hereinafter referred to as "Growth Services").

WHEREAS, the primary Community Development goals of Community Service's Five-Year Consolidated Plan for funding through the U.S. Department of Housing and Urban Development ("HUD") 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

WHEREAS, Marion County's Board of County Commissioners approved the **2023-2024 Action Plan** certifying Community Service's compliance with Community Development Block Grant ("CDBG") regulations and specifying projects to be funded under those grants; and;

WHEREAS, The Community Services Department and the Growth Services Department shared vision includes enhancing the quality of life for all citizens especially by providing clean neighborhoods with suitable housing and appropriate infrastructure; and

WHEREAS, this MOU reflects a commitment between the departments to support a common vision and goal; now

THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set forth, the Community Services Department and the Growth Services Department agree as follows:

I. PURPOSE

The purpose of this MOU is to establish an MOU between Community Services Department and Growth Services Department, concerning their respective roles and responsibilities pertinent to the provisions of the CDBG regulations to hire and maintain a Code Enforcement Officer for all local low-income area census tracts (hereinafter referred to as the "Project"). This MOU is intended to establish strong partnerships and operational collaboration that will maximize our resources to prevent duplication of services and ensure effective and efficient delivery of CDBG grant funds in Marion County.

II. PARTNERSHIP

- A. Jointly, the parties to this MOU agree to establish and maintain a service delivery system to increase their capacity to further their mission and serve their customers. This partnership is dedicated to developing strong strategic alliances that will benefit the citizens being served.

B. Partners agree to work together according to the following general principles:

1. Partners agree to a collaborative decision-making process as pertains to the Project.
2. Partners are committed to being flexible and adaptive to changing conditions and resources.
3. Partners are committed to measuring progress and fostering continuous improvement of service quality and program outcomes.
4. Partners will draw on the strengths and contributions of all partners and have the responsibility to contribute resources, expertise and talents.
5. Partners agree to cooperate and communicate, in a timely manner, necessary data to ensure timely entry of required demographic information.

III. SCOPE OF WORK

Community Services Department agrees to direct vendor pay for allowable costs, not to exceed **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)** to fund One (1) Code Enforcement Officer to enforce Marion County Property Code for all low-income area census tracts.

A. Community Services is responsible for:

1. Funding the activities for the Code Enforcement Officer.
2. Reporting cost and demographic information to HUD using the Integrated Disbursement and Information System (IDIS).
3. Maintaining records for HUD verifying spotted blight as defined by 12 USC § 1713(a)(5).

B. Growth Services Department will be responsible for:

1. Record Maintenance: Financial records of costs incurred under terms of this MOU will be maintained and made available upon request by Community Services at all times during the period of this MOU and for five (5) years after the end of this MOU. Copies of these documents and records will be furnished to Community Services upon request.
2. Management of Code Enforcement Officer to ensure proper inspection and documentation is being provided.
3. Following CDBG guidelines in the bidding process of jobs to contractors are being followed.
4. Following CDBG guidelines in completing the proper Environmental Review through HEROS prior to the start of the activity.

C. Project Area:

The Project Area will be low-income area census tracts as defined by 15 USC § 689(3) and 26 USC § 45D(e)(1).

D. Performance Outcome:

1. Identify three (3) communities that have 50% or more slum and blight buildings within Marion County.
2. Clear four (4) slum and blight buildings with one (1) of the communities identified.

IV. DURATION

- A. The MOU commences on the day it signed by all parties and is ongoing for a term of one (1) year. The MOU shall continue to be in force through the term unless either party gives a thirty (30) day notice of cancellation.

V. AMENDMENTS

This MOU may be modified, altered or revised as necessary by mutual consent of the two parties signing this MOU. Requests to amend or modify this MOU shall be submitted in writing to the other party at least 30 days prior to the effective date of change. Upon the execution of any amendment, same shall be incorporated and made a part of this MOU.

VI. CONDITIONS

- A. Time is of the essence. The timely performance and completion of project is vitally important to the interest of Community Services Department. Growth Services Department agrees to cooperate with Community Services Department during the performance of the Project. Coordination will be maintained by Community Services Department, with representatives of Growth Services Department. Either party to this MOU may request and be granted a conference.
- B. The Project shall not commence and Community Services Department shall not obligate any funds under this Agreement until Community Services Department has received a release of funding from HUD.
- C. Environmental Conditions:
 - 1. Air and Water
 - a. Growth Services Department agrees to comply with the following requirements insofar as they apply to the performance of this MOU: Clean Air Act, 42 U.S.C. §7401, *et seq.*
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C., §1251, *et seq.*, and 33 U.S.C. §1318 relating to inspection, monitoring, entry, reports and information, as well as all other regulations and guidelines issued thereunder; and,
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
 - 2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), Growth Services Department shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
 - 3. Lead-Based Paint:

If the subject matter of this MOU includes any construction demolition or rehabilitation of residential structures with assistance provided under this MOU, Growth Services Department agrees that same shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties

constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

4. Asbestos:

- a. The Asbestos National Emission Standards for Hazardous Air Pollutants ("NESHAP") regulations specify work practices for asbestos to be followed during renovations and demolitions of all structures, buildings and facilities. Growth Services Department shall notify the General Contractor and shall require the General Contractor to notify the appropriate state agency before any renovations and before any demolition of buildings that could contain a certain threshold amount of asbestos or asbestos-containing material. Growth Services Department shall contact or require the General Contractor to contact the local DEP (Department of Environmental Protection) as they are delegated by the US EPA and authorized under the Florida Statutes to enforce the asbestos NESHAP regulations. Costs incurred from asbestos testing and abatement will be at Growth Services Department's expense.
- b. In the event that asbestos-containing materials or suspected asbestos-containing materials are discovered in the area designated for construction, Growth Services assumes responsibility to notify the General Contractor, and all workmen of existing asbestos conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. Growth Services Department shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of asbestos-containing material. Work shall not continue until Growth Services Department has the suspected asbestos-containing materials analyzed. This will be done promptly by Growth Services Department. If Growth Services Department proceeds after notification by Community Services Department not to proceed, Growth Services Department shall become liable for all costs associated with the cleaning and clearance for occupancy (using TEM clearance testing method set out by the AHERA Regulations) of the structure or site.
- c. Growth Services Department will notify the Architect (if applicable) and Community Services Department in writing immediately upon becoming aware of any material and/or equipment that contain asbestos so that alternative material and/or equipment can be submitted. Growth Services Department, the General Contractor, material and equipment suppliers, and material and equipment manufacturers who provide material and equipment that contain asbestos will be liable for the cost of removal of such material and equipment from the Project. Growth Services Department shall obtain the acknowledgment of the General Contractor and all such suppliers and manufacturers of their liability for such removal.

5. Historic Preservation:

Growth Services Department agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this MOU. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

D. Changes Permitted:

Changes in the Work within the general scope of this MOU, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this MOU, by Change Order signed by Community Services Department and Growth Services Department.

VII. FUNDING:

- A. Community Services Department shall be responsible for payment of all costs related to this Project.
- B. The source of funding from Community Services Department under this MOU are grants provided to Community Services Department by HUD. Growth Services Department agrees that in the event that any grant is reduced or withheld by HUD, Community Services Department may immediately terminate this MOU. In the event that HUD determines that Growth Services Department has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement from Community Services Department of expenses paid under this MOU, Growth Services Department shall provide said reimbursement to Community Services Department from non-federal sources.

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

1. The Subrecipient's name (must match the name associated with its unique entity identifier): **Marion County BOCC, Marion County Growth Services**
2. The Subrecipient's unique entity: **KHD3TN15Y333**
3. Federal Award Identification Number ("FAIN"): **B-24-UC-12-0019**.
4. Federal Award Date of the award to the County: October 1, 2024
5. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on October 1, 2024 and shall end on September 30, 2025, unless terminated earlier in accordance with the provisions of this Agreement.
6. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on October 1, 2024 and shall end on September 30, 2025.
7. Amount of Federal Funds Obligated by this Agreement by the County to the Subrecipient: Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).
8. Total Amount of Federal Funds Obligated by the County to the SUBRECIPIENT, including the amounts in this Agreement: Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).

Title	Year	Amount	Project
N/A – no previous funds allocated			
TOTAL:		N/A	

9. Total Amount of the Federal Award committed to the SUBRECIPIENT by the County: Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): The requested funding will support the hiring of a Code Enforcement Officer within the Growth Services Department. This officer will focus on revitalizing neighborhoods in low- to low-moderate-income census tracts across rural

Marion County. Their primary responsibilities will include identifying and addressing slum and blighted abandoned structures. The officer will collaborate with various agencies to facilitate the removal and cleanup of these sites, ultimately improving community aesthetics, safety, and overall quality of life.

11. 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: Chuck Varadin, Director, Marion County Growth Services, 2710 E Silver Springs Boulevard, Ocala, Florida 34470

12. Assistance Listing Number and Title:

ALN #	Title	Year	Amount
14.218	Community Development Block Grant (CDBG)	2024	\$200,000.00
	TOTAL:	\$200,000.00	

13. This subaward is a program grant and not for Research and Development.

14. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

VIII. MONITORING, RECORD RETENTION AND REPORTING:

- A. All records pertaining to this MOU, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of Community Services' Department fiscal year (October 1 through September 30) in which this MOU 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.
- B. Growth Services Department shall at any time during normal business hours and as often as Community Services Department and/or Comptroller General of the United States and/or the HUD and/or any of their duly authorized representatives may deem necessary, make available for examination all of Growth Services Department records, books, documents, papers and data with respect to all matters covered by this MOU, and shall permit Community Services Department and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this MOU.

IX. COMPLIANCE WITH LAWS:

- A. The Community Services' Department CDBG Manager will be available to Growth Services Department to provide technical guidance on CDBG requirements.
- B. Growth Services Department 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. Growth Services Department will comply with applicable Uniform Administrative Requirements as described in 2 CFR Part 200 regulations described in Subpart K of the CDBG regulations, incorporated herein by reference.
- D. Growth Services Department certifies that Growth Services Department has not employed or retained any company or person, other than a bona fide employee working solely for Growth Services Department, to solicit or secure this MOU, 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 MOU. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, Community Services Department shall have the right to terminate this MOU without liability.
- E. Certification of Anti-Lobbying: Growth Services Department certifies and discloses that, to the best of Growth Services' Department 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 Community Services 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. Public Records.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, 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**

- G. Conflict of Interest: No employee, agent, consultant, officer or elected official or appointed official of Growth Services, 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.
- H. 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.
- I. Growth Services Department must certify to Community Services Department that Growth Services Department 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 2 CFR Part 200.

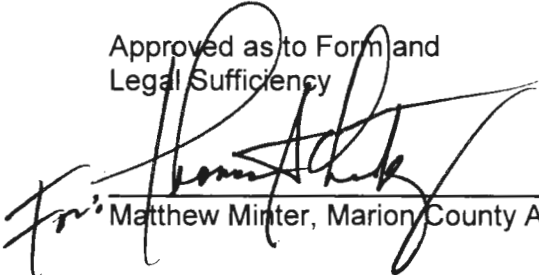
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IN WITNESS WHEREOF, the Parties have entered into this MOU by their duly authorized officers on the date of the last signature below.

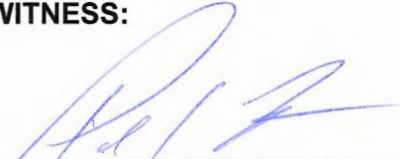
**MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA**

By: 
Printed Name: Mounir Bouyounes
Its: County Administrator
Date: 11-15-24

Approved as to Form and
Legal Sufficiency


Matthew Minter, Marion County Attorney

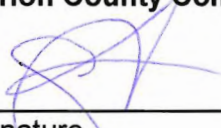
WITNESS:


Witness Signature

Paul E Fletcher Jr
Witness Printed Name

2710 ESS Blvd Ocala FL 34470
Witness Address

**Cheryl Martin, Director
Marion County Community Services**


Signature

Printed Name: Cheryl Martin

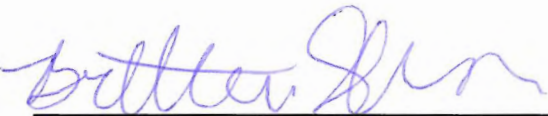
Date: 10-31-24

**Chuck Varadin, Director
Marion County Growth Services**


Signature

Printed Name: Chuck A. Varadin

Date: 11-5-24


Witness Signature

Brittan Scholz
Witness Printed Name

2710 E Silver Springs Blvd
Witness Address

Ocala FL 34471