

**MARION COUNTY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-PS)**

**THIS AGREEMENT**, made and entered into by and between **Marion County, Florida**, a political subdivision of the State of Florida, (hereinafter called "COUNTY") and **Ocala Symphony Orchestra, Inc.**, whose address is 500 NE 9<sup>th</sup> Street, Ocala, FL, 34470, FEIN # 59-1581448, a not-for-profit corporation organized under the laws of the state of Florida, (hereinafter called "SUBRECIPIENT").

**WITNESSETH:**

**WHEREAS**, Marion County's long-term Community Development goal is to develop viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of extremely low (30% of Area Median Income) to moderate-income (80% of Area Median Income), and/or presumed benefit; and

**WHEREAS**, the Board of County Commissioners approved Community Services 5-year 2024–2028 Consolidated Plan and Fiscal Year 2024-2025 Annual Action Plan for the Community Development Block Grant/Home Investment Partnerships Program funding furthering the County's Community Development goal; and

**WHEREAS**, Marion County is the recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Marion County Community Services Department (Department) is lead agency for Marion County to administer the CDBG program on behalf of the County; and

**WHEREAS**, it is necessary for the COUNTY and the SUBRECIPIENT (individually "Party", collectively "Parties") to enter into an Agreement for the implementation of this activity; 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, Scope of Services, Budget, HUD 24 CFR Part 570, and any applicable cross-cutting federal regulations which are attached to this agreement as set forth in Exhibit A, Exhibit B, and Exhibit C, 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** and income qualifications as outlined in **Exhibit C**. COUNTY agrees to pay on SUBRECIPIENT'S behalf for the Project's allowable costs, not to exceed **Twenty-Five Thousand**

**Dollars and Zero Cents (\$25,000.00)** as detailed in **Exhibit B**. The total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is \$25,000.00, which does not include any closed projects.

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

- A. The SUBRECIPIENT'S name: **Ocala Symphony Orchestra, Inc.**
- B. The SUBRECIPIENT'S unique entity identifier: **J3HTNJJTDCJ9**.
- C. Federal Award Identification Number ("FAIN"): **B-24-UC-12-0019**
- D. Federal Award Date of the award to the County: **October 1, 2024**
- E. 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.
- F. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **October 1, 2024**, and shall end on **September 30, 2025**.
- G. Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECIPIENT: **Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)**.
- H. Total Amount of Federal Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: **N/A**.
- I. Total Amount of the Federal Award committed to the SUBRECEPIENT by the County: **Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)**.
- J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): Music Education has been shown to positively impact an individual's health and learning. Ocala Symphony Orchestra, Inc., goal is to relaunch a program that was running prior to COVID-19 to inspire young students to discover the joy of music and to promote music education and accessibility in underserved communities. Ocala Symphony also offers various scholarships to underprivileged youth that enables them to receive higher quality music education.
- 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: Natalie McComb, Executive Director, Ocala Symphony Orchestra, Inc., 500 NE 9<sup>th</sup> Street, Ocala, FL, 34470
- L. Assistance Listing Number and Title: **14.218, CDBG (previous open grant funding)**

Grant Type:	Year:	Amount:	ALN #:	Notes:
N/A – no previous funds allocated				
	Total:			

- M. This sub-award is a program grant and not for Research and Development.
- N. 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, and B**, and to follow income qualifications as detailed in **Exhibit C**.
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 **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 – Funding & Scope of Work and Budget***

***Exhibit C – Income Limit Chart***

*(Remainder of page intentionally left blank. Signature page follows)*



## STANDARD TERMS PUBLIC SERVICE PROJECTS

### 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 of 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 24 CFR § 570.506 (b) (Check applicable terms)
- (X) A client assessment is required to verify eligibility according to the income guidelines (**Exhibit C** hereto). The method of determining eligibility will be agreed upon mutually with final approval of the method resting upon COUNTY. See attached Self-certification form.
- ( ) The clientele served are all presumed benefit categories 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, including; 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 this 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. The timely performance and completion of the Project 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 COUNTY. COUNTY will be entitled at all times to be 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 this 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. SUBRECIPIENT 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. 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 HUD 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 three (3) 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 SUBRECIPIENT 's 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 towards Outcome Performance Measures, timetables, eligibility, demographic and financial information including evidence of budgeting for program funds once this Agreement has ended, 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. 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.
- G. 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. TERMINATION**

- A. In accordance with 2 CFR § 200.339, and § 200.340, 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 SUBRECIPIENT, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from SUBRECIPIENT to determine

reasons for or extent of noncompliance or lack of performance; issue a written warning advising the SUBRECIPIENT of deficiency and advising SUBRECIPIENT that more serious sanctions may be taken if situation is not remedied; advise SUBRECIPIENT to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise SUBRECIPIENT 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 private vendors.
- D. In accordance with 2 CFR 200, 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-to-moderate income persons or other specified beneficiaries.

#### 4. FUNDING

- A. COUNTY, through the Department, shall pay SUBRECIPIENT for allowable costs, determined by COUNTY, in an amount not to exceed **Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)** for services performed under the terms of this Agreement and detailed in **Exhibit B**. In the event Project costs exceed the stated amount, SUBRECIPIENT shall be responsible for excess.
- B. 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**.
- C. 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 "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.
- D. 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'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 SUBRECIPIENT.
- E. The source of funding from COUNTY for payment of services performed under this 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.

- F. COUNTY, during any fiscal year, will 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 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.

## 5. INDEMNITY AND INSURANCE

- 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 this 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 this Agreement.
- B. 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 A-. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the worker's 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. **Worker's Compensation** shall be purchased and maintained by SUBRECIPIENT with statutory limits as required by law, and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. Unless an Exemption has been approved within the provisions of Florida Statute 440 and provided to COUNTY.
  2. **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 claim-made basis, SUBRECIPIENT must maintain the policy for a minimum of five (5) years following completion of the Project. "Marion County Board of County Commissioners" must be shown as additional insured.
- C. 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 Agreement to cover SUBRECIPIENT.

D. 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 may be 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.

## **6. COMPLIANCE WITH LAWS**

- A. The Community Development Administrator will be available to SUBRECIPIENT to provide technical guidance on CDBG requirements.
- B. SUBRECIPIENT, or any sub-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.
- C. SUBRECIPIENT will comply with applicable Uniform Administrative Requirements as described in 24 CFR § 570.502 and 2 CFR Part 200 and will carry out the Project in compliance with all federal laws and regulations described in Subpart C and Subpart K of the CDBG regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of this Agreement and COUNTY requirements. Since COUNTY is responsible for its CDBG program, SUBRECIPIENT will 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.
- 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 he 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 contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- E. Certification of Anti-Lobbying: SUBRECIPIENT certifies and discloses that, to the best of the Sub-recipient'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 an officer or employee of any SUBRECIPIENT, 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 will be paid to any

person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an 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 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.
- G. 2 CFR § 200.323. SUBRECIPIENT must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. 2 CFR § 200.216. Funds under this agreement may not be used to procure or obtain certain telecommunications and video surveillance services or equipment as detailed in 2 CFR § 200.216.
- I. Domestic preferences for procurements. 2 CFR § 200.322. As appropriate and to the extent consistent with law, SUBRECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

## **7. OTHER REQUIREMENTS**

- A. Although no program income is anticipated as a result of this Project, any such income received by SUBRECIPIENT is to be returned to COUNTY within ten (10) days of receipt of such funds. Upon completion of the Project, SUBRECIPIENT shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.
- B. SUBRECIPIENT 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 SUBRECIPIENT's responsibility to ensure that all requirements are included in said subcontracts and all subcontractors and subrecipients abide by said requirements.
- C. 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.

- D. No employee, agent, consultant, officer or elected official or appointed official of the SUBRECIPIENT who exercises or has exercised any function or responsibility with respect to CDBG activities assisted under or who are in a 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 activity or with respect to the proceeds of the CDBG 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.
- E. SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200 (j) and 24 CFR § 5.109, such as worship, religious instruction, or proselytization.
- F. SUBRECIPIENT, as a condition of being awarded, must certify that they will 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.

## **8. 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 conveniences. 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 governmentwide 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.

## **9. ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.**

- A. The Civil Rights Restoration Act of 1987 provides that the provisions of the following assurances apply to all of the operations of the SUBRECIPIENT'S program(s) and activity(ies), so long as any portion of the SUBRECIPIENT'S program(s) or activity(ies) is federally assisted:
1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.
  3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
  4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.
  5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assigns to comply with the above assurances and agrees to incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964 and its regulations between SUBRECIPIENT and SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

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

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.
- B. Cooperation. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by COUNTY or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews, and reporting requirements.

**FUNDING, SCOPE OF WORK and BUDGET**

**SUBRECIPIENT:** Ocala Symphony Orchestra, Inc.

**PROJECT:** Symphony for Schools Outreach Program

Music Education has been shown to positively impact an individual's health and learning. Ocala Symphony Orchestra, Inc goal is to relaunch a program that was running prior to COVID-19 to inspire young students to discover the joy of music and to promote music education and accessibility in underserved communities. Ocala Symphony also offers various scholarships to underprivileged youth that enables them to receive higher quality music education through workshops, masterclasses and music camps. Ocala Symphony Orchestra will go into the community and work with area schools to enhance the importance of music as a cultural asset.

This Project qualifies as a CDBG Public Services Project.

**Approved Grant Budget:**

CDBG funding will be provided up to a maximum of **Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)**. 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 a period of twelve (12) months. COUNTY shall provide the pertinent form to SUBRECIPIENT. SUBRECIPIENT shall submit monthly financial reports indicating positive budget funding to cover this position once this Agreement ends. SUBRECIPIENT shall submit monthly achievement reports on the Outcome Performance Measures.

**Monitoring:**

County's Community Services Department 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. Twelve (12) months after the ending date of the Project, COUNTY will perform a monitoring of SUBRECIPIENT to ensure compliance of client files, financial records, and demographic data reporting.

**Scope of Work and Budget:**

**CDBG funds budget:**

<b>Task</b>	<b>Budgeted Amount</b>	<b>Notes</b>
Remuneration for musicians	\$ 13,900.00	
Scholarships	\$8,600.00	
Administration	\$2,500.00	
<b>TOTAL</b>	<b>\$25,000.00</b>	

**Non-CDBG funds match funds provided by SUBRECIPIENT:**

<b>Task</b>	<b>Budgeted Amount</b>	<b>Notes:</b>
Foundation Grant	\$10,000.00	
Contributions	\$2,500.00	
Income	\$16,110.00	Other funding
<b>TOTAL:</b>	<b>\$28,610.00</b>	

**Outcome Performance Measures**

1. Serve 10 schools and reach out to 9,000 students with musical knowledge by September 2025.
2. Increase community involvement through open rehearsals by 10%.



CHART OF INCOME REQUIREMENTS

MARION COUNTY, FLORIDA INCOME LIMITS ADJUSTED TO FAMILY SIZE 2024			
Median Income: \$73,700	30%	50%	80%
Household Size			
1 PERSON	\$15,200.00	\$25,350.00	\$40,500.00
2 PERSON	\$20,440.00	\$28,950.00	\$46,300.00
3 PERSON	\$25,820.00	\$32,550.00	\$52,100.00
4 PERSON	\$31,200.00	\$36,150.00	\$57,850.00
5 PERSON	\$36,580.00	\$39,050.00	\$62,500.00
6 PERSON	\$41,950.00	\$41,950.00	\$67,150.00
7 PERSON	\$44,850.00	\$44,850.00	\$71,750.00
8 PERSON	\$47,750.00	\$47,750.00	\$76,400.00
HUD			HUD eff. 4/15/24



**MARION COUNTY COMMUNITY SERVICES COMMUNITY  
 DEVELOPMENT BLOCK GRANT (CDBG)  
 SELF-CERTIFICATION FORM FOR 2024**

Information on annual family income is required to determine client eligibility for public services funded by Marion County through the Community Development Block Grant (CDBG) program. Each client must indicate the number of persons in their family and indicate whether total annual family income exceeds or falls below the listed figure for appropriate size family by indicating a checkmark in the boxes below. Information provided is subject to verification by the agency providing services, the U.S. Department of Housing and Urban Development (HUD), and/or Marion County.

NOTE: "Income" is the total annual income of all family members as of the date that federal-funded assistance is provided. Additional expected sources of income and the amount expected during the period of federal assistance must be included in this calculation of annual family income. All income for all persons in the family **must** be included in calculating family income whether or not the family member receives assistance.

**2024 CDBG Income Guidelines – Circle the appropriate box:**

Family Size	Group 1 - 30%	Group 2 - 50%	Group 3 - 80%
1 Person	\$0 - \$15,200	\$15,201 - \$25,350	\$25,351 - \$40,500
2 Person	\$0 - \$20,440	\$20,441 - \$28,950	\$28,951 - \$46,300
3 Person	\$0 - \$25,820	\$25,821 - \$32,550	\$32,551 - \$52,100
4 Person	\$0 - \$31,200	\$31,201 - \$36,150	\$36,151 - \$57,850
5 Person	\$0 - \$36,580	\$36,581 - \$39,050	\$39,051 - \$62,500
6 Person	\$0 - \$41,950	\$41,950 - \$41,950	\$41,951 - \$67,150
7 Person	\$0 - \$44,850	\$44,850 - \$44,850	\$44,851 - \$71,750
8 Person	\$0 - \$47,750	\$47,750 - \$47,750	\$47,751 - \$76,400

**Presumed Low- and Moderate-Income Persons:**

In some cases, a funded program may generally presume that an individual meets the federal income requirements because the funded activity exclusively serve a group of persons in any one or a combination of the following 8 categories. If using this method to certify eligibility, a client must check the box next to the category of which they are a member:

"Severely disabled" Adult	<input type="checkbox"/>	Persons Living with AIDS	<input type="checkbox"/>
Elderly Persons (62 and older)	<input type="checkbox"/>	Illiterate Adults	<input type="checkbox"/>
Battered Spouse	<input type="checkbox"/>	Migrant Farm Workers	<input type="checkbox"/>

**Race (check one of the following 10 categories):**

**Ethnicity (check one):**

American Indian or Alaska Native	<input type="checkbox"/>	American Indian or Alaskan Native and White	<input type="checkbox"/>	Hispanic /Latino	<input type="checkbox"/>
Asian	<input type="checkbox"/>	Asian and White	<input type="checkbox"/>	Not Hispanic / Latino	<input type="checkbox"/>
Black or African American	<input type="checkbox"/>	Black/African American and White	<input type="checkbox"/>		
Native Hawaiian or Other Pacific Islander	<input type="checkbox"/>	American Indian/Alaskan Native and Black/African-American	<input type="checkbox"/>		
White	<input type="checkbox"/>	Balance / Other	<input type="checkbox"/>		

I certify that the information provided on this form is accurate and complete and that I am a resident of Marion County. I further acknowledge that eligibility for services funded through the CDBG program is based upon having a qualifying annual family income level or belonging to a group that is presumed to be low- or moderate-income and that the income levels and/or status I have indicated in this self-certification may be subject to further verification by the agency providing services, Marion County and/or HUD.

I, therefore, authorize such verification and will provide supporting documents if requested. **WARNING:** Section 1001 of Title 18 of the United States Code makes it a criminal offense to make false statements or misrepresentations to any Department or Agency of the United States as to matters within its jurisdiction.

Applicant's Name (Please Print): \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature of a parent or guardian person to receive services is a minor)

Applicant's Address: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Staff Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

Agency Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_