FY 2024-2025 Action Plan ERA2 Brother's Keeper Expires: September 30, 2025 Community Services

# MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT US DEPARTMENT OF TREASURY EMERGENCY RENTAL ASSISTANCE 2 PROGRAM (ERA 2)

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 CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC. D/B/A/ BLESSED TRINITY CATHOLIC CHURCH OCALA, INC. D/B/A BROTHER'S KEEPER, whose corporate address is 5 SE 17<sup>TH</sup> Street, Ocala, FI 34471, a corporation organized under the laws of the State of Florida, (hereinafter called the "SUBRECIPIENT").

#### WITNESSETH:

WHEREAS, Marion County's long-term Emergency Rental Assistance 2 Project goal is to prevent further instances of homelessness, by providing financial assistance to those at-risk, or currently experiencing homelessness, principally for persons of low (majority of 50% of Area Median Income, or below) and moderate income (minority of 80% of Area Median Income); and

WHEREAS, the Board of County Commissioners approved the Fiscal Year 2024-2025 Emergency Rental Assistance 2 Program (ERA2) Action Plan furthering the County's Community Outreach goal; and

WHEREAS, Marion County is the recipient of ERA 2 grant funds from the U.S. Department of Treasury (TREASURY); and

WHEREAS, the Marion County Community Services Department (COUNTY) administers the ERA 2 program on behalf of the County; and

WHEREAS, it is necessary for the COUNTY and the SUBRECIPIENT to enter into an Agreement for the implementation of this activity; and

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:

 STANDARD TERMS. SUBRECIPIENT and the COUNTY mutually agree to abide by the Standard Terms, Scope of Services, Budget, H.R. 1319-51 Subtitle B Section 3201 and the Guidance. SUBRECIPIENT also agrees to comply with any applicable federal statutes, regulations, and executive orders, or all federal regulations which are attached to this agreement as set forth in Exhibit A, Exhibit B, and Exhibit C.

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 TREASURY.

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2. <u>FUNDING.</u> The Parties mutually agree to abide by the Funding and Scope of Work attached hereto as *Exhibit B* and income qualifications as outlined in the application for funding in *Exhibit C*. COUNTY agrees to pay on SUBRECIPIENT'S behalf for the Project's allowable costs, not to exceed **Three Hundred Fifty Thousand Dollars and Zero Cents** (\$350,000.00) as detailed in *Exhibit B*. The SUBRECIPIENT'S FAIN # is: ERAE0104, with the award date of: May 11, 2021, and an ALN of: 21.023. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is \$350,000.00.

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

- A. The SUBRECIPIENT'S name (must match the name associated with its unique entity identifier): Blessed Trinity Catholic Church Brother's Keeper
- B. The SUBRECIPIENT'S unique entity identifier: ZYMDANBFBVM7
- C. Federal Award Date of the award to the County: May 11, 2021
- D. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **January 1**, **2025** and shall end on **September 30**, **2025**, unless terminated earlier in accordance with the provisions of this Agreement.
- E. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **January 1**, 2025 and shall end on **September 30**, 2025.
- F. Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECEPIENT: Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00).
- G. Total Amount of Federal Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00).
- H. Total Amount of the Federal Award committed to the SUBRECIPIENT'S by the COUNTY: Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00).
- I. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): The SUBRECIPIENT offers affordable housing for individuals and/or families of low to moderate income and to provide comprehensive case management services under the programs for rapid rehousing and homeless prevention.
- J. Contact information:
  - Name of Federal Awarding Agency and Contact Information: U.S. Department of Treasury, 1500 Pennsylvania Avenue, NW, Washington D.C. 20220
  - Contact Information for the County: Cheryl Martin, Director, Marion County Community Services, 2710 East Silver Springs Blvd., Ocala, Florida 34470
  - Contact Information for the SUBRECIPIENT: Jason Halstead, Executive Director of Brother's Keeper, Operations Office, 320 NW 10<sup>th</sup> Street, Ocala, FL 34475
- K. Additional Assistance Listing Number and Title: (awarded and closed)

<b>Grant Type:</b>	Year:	Amount:	ALN#:	Notes:
HESG	2024-2025	\$62,695.13	14.231	Homeless Prevention-Closed

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- L. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: Three Hundred Fifty Thousand Dollars and Zero Cents. (\$350,000.00).
- 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. <u>SERVICES AND PERFORMANCE</u>. The COUNTY does hereby retain the SUBRECIPIENT to furnish certain services as detailed in the attached exhibits, attached hereto and made a part hereof and in connection with the ERA 2 program. SUBRECIPIENT and COUNTY mutually agree to furnish, each to the other, the respective services, information and items as described in the attached exhibits.
- 5. <u>TERM</u>. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **September 30, 2025**. The term of performance under this Agreement for the services shall commence upon execution of this Agreement. SUBRECIPIENT shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
- 6. <u>INSURANCE</u>. The SUBRECIPIENT will maintain comprehensive general liability insurance, property and casualty or builder's risk insurance, Workers' Compensation as set forth in Section 5 of *Exhibit A*.
- 7. <u>SEVERABILITY</u>. 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. <u>SUBAGREEMENTS</u>. Sub-Agreement(s) are authorized under this Agreement in accordance with provisions set forth in *Exhibit A* hereto.

#### 9. MISCELLANEOUS.

- A. This project must comply with the compliance requirements of Section 3201 and the Guidance as outlined, and in accordance with 24 CFR § 92 and 2 CFR § 200, including the applicable uniform requirements as described in 24 CFR § 570.502
- B. Reference in this Agreement to "Director" will mean the Community Services Department Director.
- C. SUBRECIPIENT understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Renal Assistance program established under Section 3201 (the "Guidance").
- D. SUBRECIPIENT agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to SUBRECIPIENT, and to receive financial assistance directly from SUBRECIPIENT, under programs established by SUBRECIPIENT using funds disbursed under this award. SUBRECIPIENT may make

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payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after SUBRECIMPENT makes reasonable efforts to obtain its cooperation, SUBRECIPIENT must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

- E. SUBRECIPIENT understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- F. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A - Standard Terms

Exhibit B - Scope of Services and Budget

Exhibit C - Income Limit Chart and Self Certification

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

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**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:	MARION COUNTY, A POLITIC	
11	SUBDIVISION OF THE STATE	OF FLORIDA
Gregory C Harrell, Clerk Date	Chairman Bryant	4/15/2025 <b>Date</b>
FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY  Matthew Minter, Marion County Attorney	Date	
	CATHOLIC CHARITIES OF CI FLORIDA, INC. D/B/A BLESS CATHOLIC CHURCH BROTH	ED TRINITY
WITNESS:	Ву:	
and Marine	Print Name: JASON HAC	STEAD
Print Name: Debotal Lamboke	Title: Excent DI	Run
Address: 2710 E. Slvl. Spgs. Blvd.	Date: April / Zo	25
WITNESS:		
his		
Print Name: <u>Jesnalle</u> Wade Address: <u>2710 &amp; Silver Spry Blud</u>		
Address: 2410 C. Silver Spay Blood		
UCAN FC 34440		

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**EXHIBIT A** 

# STANDARD TERMS EMERGENCY RENTAL ASSISTANCE 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, SUBRECIPEINT 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.

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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 the 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 COUNTY.
- B. SUBRECIPIENT shall maintain all records and financial documents sufficient to support compliance with Section 3201, Emergency Rental Assistance, and the Guidance.
- 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 Department of Treasury 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. SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
- 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.

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#### F. Public Records.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119. **FLORIDA** STATUTES. TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT. CUSTODIAN CONTACT COUNTY'S 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

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**EXHIBIT A** 

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 TREASURY 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 berreficiaries.

#### 4. FUNDING

A. COUNTY, through the Department, shall pay SUBRECIPIENT for allowable costs, determined by COUNTY, in an amount not to exceed **Three Hundred Fifty Thousand Dollars and Zero Cents** (\$350,000.00) 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.

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- 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:
  - 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 COUNTY.
  - 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 TREASURY. SUBRECIPIENT agrees that in the event that any grant is reduced or withheld by TREASURY, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that TREASURY 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.

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G. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.

- H. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in TREASURY's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. TREASURY will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- I. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by TREASURY.

#### 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 the Agreement, except that neither SUBRECIPIENT, its agents, employees nor any of its sub-contractors will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by COUNTY or any of its officers, agents or employees during the performance of 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 workers' compensation and professional liability policies. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for thirty (30) day cancellation notice to that address with policies for the following:
  - 1. <u>Workers' Compensation</u> 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

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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 ERA 2 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 F of the regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of this Agreement and COUNTY requirements. Since COUNTY is responsible for its programs, 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:

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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 TREASURY 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. <u>2 CFR § 200.216</u>. 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. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as TREASURY may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by TREASURY. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- J. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.

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K. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, Subpart B) that the award is subject to CFR Part 180 and TREASURY's implementing regulation at 31 CFR Part 19.

- L. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- M. <u>Domestic preferences for procurements</u>. 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.
- N. SUBRECIPIENT shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government:
- O. SUBRECIPIENT agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3 729(b)(4) of title 31, United States Code;
- P. SUBRECIPIENT certifies that it does not operate any programs promoting diversity, equity an inclusion that violate any applicable Federal anti-discrimination laws;
- Q. SUBRECIPIENT shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- R. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
- S. SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- T. SUBRECIPIENT understands that no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.
- U. SUBRECIPIENT shall be subject to the exceptions provided by PRWORA the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States

Community Services EXHIBIT A

illegally or is otherwise unlawfully present in the United States.

V. SUBRECIPIENT understands that HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model. As stated in Section III, A, 2 of the NOFO or any RFA, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

#### 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. Conflict of Interest: 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 ERA 2 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 an ERA 2 assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to an ERA 2 assisted activity or with respect to the proceeds of the ERA 2 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. Religious Activities. SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 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.

Community Services EXHIBIT A

#### 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 the TREASURY 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 to be in compliance with Appendix A, 2 CFR 25 in relation to this award and to which award term is hereby incorporated by reference.
- H. 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.
- I. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the TREASURY."
- J. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), SUBRECIPIENT should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Community Services EXHIBIT A

K. Pursuant to Executive Order 13513, 74 FR 51225 (Oct 1, 2009), SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

#### 9. PROTECTIONS FOR WHISTLEBLOWERS

- A. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, emote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or g rant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities reference in the paragraph above includes the following:
  - 1. A member of Congress or a representative of a committee of Congress;
  - 2. An Inspector General;
  - 3. The Government Accountability Office;
  - 4. A TREASURY employee responsible for contract or grant oversight or management:
  - 5. An authorized official of the Department of Justice or other law enforcement agency;
  - 6. A court or grand jury; and/or
  - A management official or other employee of Recipient, SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

# 10. 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

Community Services EXHIBIT A

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 subgrantees, 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 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 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

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**EXHIBIT A** 

by 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 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.
- C. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal assistance.
- E. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- F. Title II of the Americans with Disability Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

#### 11. DISCLAIMER

- A. The United States, and Marion County, expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- B. The acceptance of this award by SUBRECIPIENT does not in any way constitute an agency relationship between the United States, Marion County and SUBRECIPIENT.

Community Services

**EXHIBIT B** 

#### SCOPE OF SERVICES AND BUDGET

**SUBRECIPIENT:** Catholic Charities of Central Florida, Inc. d/b/a Blessed Trinity Catholic Church Brother's Keeper

Homeless Prevention and/or Rapid Rehousing

The SUBRECIPIENT will provide Homeless Prevention and/or Rapid Rehousing services to eligible individuals and families in Marion County, focusing on housing stability. With the utilization of ERA 2. project funding will assist with a variety of housing needs, including rental assistance, past-due rent, rental application fees, security deposits, advance payments for last month's rent, utility deposits and payments, moving costs, housing search and placement, case management, mediation, legal services, and credit repair. A key component of the program will be Coordinated Entry (CE), which will help identify and prioritize individuals and families most at risk of homelessness.

This Project qualifies as an ERA 2 Project.

#### **Approved Grant Budget:**

ERA 2 funding will be provided up to a maximum of **Three Hundred Fifty Thousand Dollars and Zero Cents** (\$350,000.00). Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

#### **Administrative Cost:**

SUBRECIPIENT may use funds provided to cover both direct and indirect costs. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

#### Reporting Schedule:

As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of up to nine (9) 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.

#### Monitorina:

Community Services Department will monitor all stages of the Project to ensure compliance with all Federal/TREASURY 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.

Community Services EXHIBIT B

# Scope of Work and Budget:

Cost Sharing or matching funds are not required to be provided by SUBRECIPIENT.

### ERA 2 funds budget:

Task	Budgeted Amount	Notes
Homeless Prevention/Rapid Rehousing	\$297,500.00	Rental Assistance
Administrative (15%)	\$52,500.00	
TOTAL	\$350,000.00	

#### Non-ERA2 funds match:

Task	Budgeted Amount	Notes
Not a requirement		
TOTAL:	N/A	

#### **Outcome Performance Measures**

- 1. To assist a minimum of two (2) person(s) and/or families each month by working with the Coordinated Entry (CE) referral services application on a monthly basis through the HMIS system that determines priority of placements, and protects the client(s) data as per Florida Statute(s).
- 2. Work to have recipients placed in stabilized housing for more than one (1) year minimum, and provide case monitoring with wrap-around services as necessary.

# **CHART OF INCOME REQUIREMENTS**

INCOME LIMITS ADJUSTED TO FAMILY SIZE 2024				
Median Income: \$73,700  Household Size	30%	50%	80%	
	<b>*</b> 45.000.00	<b>*</b> 05.050.00	0.40 500 00	
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	
7 PERSON	\$44,850.00	\$44,850.00	\$71,750	

Community Services

**EXHIBIT C** 



#### MARION COUNTY COMMUNITY SERVICES COMMUNITY EMERGENCY RENTAL ASSISTANCE 2 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 Emergency Rental Assistance 2 (ERA 2) 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 circling the appropriate 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 <u>as of the date that federal-funded assistance is provided.</u> 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 ERA 2 Income Guidelines - Circle the appropriate box: Group 2 - 50% Family Size Group 1 - 30% Group 3 - 80% \$0 - \$15,200 Person \$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 \$0 - \$36,580 5 Person \$36,581 - \$39,050 \$39,051 - \$62,500 6 Person \$0 - \$41,950 \$41,950 - \$41,950 \$41,951 - \$67,150 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	Persons Living with AIDS
Elderly Persons (62 and older)	Illiterate Adults
Battered Spouse	Migrant Farm Workers

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

#### Ethnicity (check one):

American Indian or Alaska Native	American Indian or Alaskan Native and White	Hispanic /Latino
Asian	Asian and White	Not Hispanic / Latino
Black or African American	Black/African American and White	
Native Hawaiian or Other Pacific Islander	American Indian/Alaskan Native & Black/African-American	
White	Balance / Other	

I certify that the information provided on this form is accurate and complete, and that I am a resident of the Marion County. I further acknowledge that eligibility for services funded through the ERA2 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):	Date:
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: