



LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☒ Elizabeth Alt, Sr Asst County Attorney ☒ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Bennett Nicholas (Dept) Community Services - 5220
Last First
(Title) Community Development Grant Administrator (Phone) 352-671-8775
Signature [Signature] Date 3/26/2021

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. 2021-88
☐ Approve as to Form ☐ Other

Description of Request

Community Services previously submitted proposed biolerplate contract for subgrantees to be funded through Emergency Solutions Grant (Cares allocation) as LRM 2021-88. The requested changes have been made. The attached subgrant contract to be issued to Saving Mercy is being provided for review and approval. Grant funds will be used to deliver direct services to those who are homeless or at risk of homelessness.

For more information or discussion, contact: ☐ Same as above
(Name) Doherty Dallas (Title) _____ (Phone) 352-816-9046
Last First

COMPLETION IS REQUESTED BY: (specific date) Friday, April 2, 2021
Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☒ Yes ☐ No
Agenda Deadline Date: Friday, April 9, 2021 Agenda Date: Tuesday, April 20, 2021

LRM No. Resubmit 2021-88 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved as to form. Date Received: _____
Marion County Attorney
MAR 29 2021
RECEIVED

Attorney Signature: [Signature] Date 4-12-2021
Staff Signature: [Signature] Completed
Returned: ☒ Department ☐ Admin ☐ Procurement
4/12/2021

MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
Emergency Solutions Grant Program

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 **Saving Mercy Corporation**, 3061 W. Silver Springs Blvd., Ocala, Fl. 34475, FEIN: 81-4404138 hereinafter called the "SUBCONTRACTOR" (singularly "Party," collectively "Parties").

WITNESSETH:

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

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

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

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

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

1. **STANDARD TERMS.** SUBCONTRACTOR and COUNTY mutually agree to abide by the Standard Terms, which are attached to this Agreement as *Exhibit A*.
2. **FUNDING.** The Parties mutually agree to abide by the Funding and Scope of Work attached hereto as *Exhibit B*. COUNTY agrees to reimburse SUBCONTRACTOR for eligible costs, not to exceed Seventy-Five Thousand dollars (\$75,000).
3. **SERVICES AND PERFORMANCE.** COUNTY does hereby retain the SUBCONTRACTOR to furnish certain services as detailed in *Exhibit B* and the Back-up Documentation Guide in *Exhibit C*, and utilizing the forms

contained in *Exhibits D - F*, all attached hereto and made a part hereof and in connection with the ESG-CV program. SUBCONTRACTOR and COUNTY mutually agree to furnish, each to the other, the respective services, information and items as described in the attached exhibits.

4. TERM. This Agreement shall be effective on April 1, 2021 or the last party signature date, whichever is later and shall end May 31, 2022. SUBCONTRACTOR may be reimbursed for eligible Project expenses retroactive to October 1, 2020.
5. INSURANCE. SUBCONTRACTOR will maintain general liability insurance as set forth in *Exhibit A* hereto.
6. SUBCONTRACTS. Subcontracts are authorized under this Agreement in accordance with *Exhibit A* hereto.
7. MISCELLANEOUS.
 - A. Reference in this Agreement to Director will mean the Department of Community Services Director.
 - B. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A – Standard Terms
Exhibit B – Funding and Scope of Work
Exhibit C – Backup Documentation Guide
Exhibit D – Client Expense Form
Exhibit E – Program Checklist
Exhibit F – Income Limits

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

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

ATTEST:

MARION COUNTY, a political subdivision
of the State of Florida by its Board of
County Commissioners

Gregory C. Harrell
Clerk of Court
Date: _____

BY: _____
Jeff Gold
Chairman
Date: _____

For Use and Reliance of Marion County Only,
Approved as to Form and Legal Sufficiency

Matthew Minter
County Attorney

SAVING MERCY CORPORATION

WITNESS:

By: _____

Sign Name: _____ Date

Print Name: _____

Print Name

Title: _____
(officer verifiable under www.sunbiz.org)

Sign Name: _____ Date

Date: _____

Print Name

EXHIBIT A
STANDARD TERMS - Emergency Solutions Grant

- A. SUBCONTRACTOR shall become familiar with and agrees to comply with the ESG-CV Project regulations set forth at 24 CFR Part 576 and applicable related federal regulations, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. SUBCONTRACTOR also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement.
- B. SUBCONTRACTOR shall comply with applicable Uniform Administrative Requirements as described in 24 CFR 570.502 and shall carry out the Project in compliance with all federal laws and regulations described in Subpart K of the ESG-CV regulations, incorporated herein by reference. Further, SUBCONTRACTOR shall comply with all terms of this Agreement and COUNTY requirements. SUBCONTRACTOR shall provide Department with the opportunity to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to confirm compliance with the above federal and local requirements.
- C. SUBCONTRACTOR, or any contractor, shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, religion, sex, familial status, national origin, age or disability in the performance of work under this Agreement.
- D. SUBCONTRACTOR warrants that SUBCONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for SUBCONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, COUNTY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The timely performance and completion of the Project is vitally important to the interest of COUNTY. SUBCONTRACTOR agrees to provide monthly Project schedule progress reports in a format acceptable to COUNTY. COUNTY shall be entitled at all times to be advised, at its request, as to the status of work being done by SUBCONTRACTOR and of the details thereof. Coordination shall be maintained by SUBCONTRACTOR 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.
- F. All services shall be performed by SUBCONTRACTOR to the satisfaction of the Director who shall 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 shall be final and binding upon the Parties hereto.

- G. SUBCONTRACTOR shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of COUNTY. SUBCONTRACTOR shall be solely responsible for the manner, means and methods utilized by SUBCONTRACTOR to perform such services.
- H. It is the responsibility of SUBCONTRACTOR under this Agreement to ensure that necessary materials and equipment are readily available to ensure the provision of services under this Agreement unless expressly authorized for purchase under this Agreement and/or program requirements.
- I. **Confidentiality.** To the extent required by law, SUBCONTRACTOR shall develop and implement written procedures to ensure:
 - 1. All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG- CV assistance shall be kept secure and confidential;
 - 2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG-CV shall not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - 3. The address or location of any housing of a program Participant shall not be made public, except as provided under a preexisting privacy policy of SUBCONTRACTOR and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - 4. The confidentiality procedures of the SUBCONTRACTOR must be in writing and must be maintained in accordance with this section.
- J. **Prohibition against Involuntary Family Separation** (per 42 U.S. Code § 11361a). The age of a child under eighteen (18) years of age shall not be used as a basis for denying any family's admission to an emergency shelter that uses ESG-CV funding or services and provides shelter to families with children under eighteen (18) years of age.
- K. **Lobbying.** SUBCONTRACTOR certifies and discloses that, to the best of the SUBCONTRACTOR knowledge and belief's:
 - 1. No federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any subcontractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and that

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any subcontractor, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- L. SUBCONTRACTOR agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (Project literature, brochures, and letterhead) shall recognize Marion County Board of County Commissioners and the U.S. Department of Housing and Urban Development Emergency Solutions Grant as providing funds for this Project.
- M. Although no program income is anticipated as a result of this Project, any such income received by SUBCONTRACTOR is to be returned to COUNTY within ten (10) days of receipt of such funds. Upon completion of the Project, SUBCONTRACTOR shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.
- N. SUBCONTRACTOR 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 SUBCONTRACTOR'S responsibility to ensure that all requirements are included in said subcontracts and that all subcontractors abide by said requirements.
- O. 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.
- P. **Conflict of Interest.** No employee, agent, consultant, officer or elected official or appointed official of SUBCONTRACTOR who exercises or have exercised any function or responsibility with respect to ESG-CV activities assisted under or who are in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a ESG-CV assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a ESG-CV assisted activity either for himself or herself or those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.
- Q. **Separation of Church and State.** ESG-CV funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 570.2000 specifies the limitations on ESG-CV funds, and is herein incorporated by reference.

- R. SUBCONTRACTOR, as a condition of being awarded these grant funds, certifies that SUBCONTRACTOR provides drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR Part 24, subpart F.
- S. **Monitoring, Record Retention and Reporting.** COUNTY shall have the right to monitor and evaluate all aspects of activities carried out by SUBCONTRACTOR. Such evaluation shall be effected by the submission of reports and information by SUBCONTRACTOR and by monitoring site visits by the Department. COUNTY shall monitor the Project to ensure compliance with all federal/HUD regulations and COUNTY guidelines. Such evaluation will be affected by the submission of reports and information by SUBCONTRACTOR and by monitoring site visits by the Department.

SUBCONTRACTOR shall maintain client files, books, records, documents, and other evidence pertaining to the Project. All costs and expenses incurred and revenues received under this Agreement shall be in sufficient detail to reflect all activities undertaken in connection with the Project and all costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs of whatever nature, for which reimbursement is requested under this Agreement. Such records shall be maintained for a period of six (6) years after the date on which the Project is closed. Records shall be retained beyond the prescribed period if any litigation, claim, negotiation, audit, or another similar type of action to the foregoing has commenced involving this Agreement or the Project. In that instance, the records shall be retained until the litigation, claim, negotiation, audit, or other action has been resolved. Any termination, reduction, or delay of ESG- CV funds provided to COUNTY, shall, at the option of COUNTY, result in termination, reduction, or delay in making ESG-CV funds available to SUBCONTRACTOR. HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the SUBCONTRACTOR that are pertinent to the ESG-CV grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

- T. **Miscellaneous.** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

In the event that HUD Code of Federal Regulations regarding subrecipients, Part 570.201(e)(1)(2) and Part 570.503 should be amended or changed, COUNTY shall amend this Agreement to comply with such changes. COUNTY shall give written notice to SUBCONTRACTOR of any such changes.

There are no understandings or agreements except as herein expressly stated. This

Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

In any legal action related to this Agreement, instituted by either party, SUBCONTRACTOR hereby waives any and all privileges and rights it may have under the Florida Statutes relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action shall be brought in the appropriate court in Marion County, Florida.

- U. **Termination.** In accordance with 24 CFR 85.43, COUNTY may suspend, withhold payments, or terminate this Agreement and all payment to SUBCONTRACTOR in whole or in part for cause upon seven (7) calendar days' notice in writing to SUBCONTRACTOR. 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 Exhibit B of this Agreement, which render the Project impossible or infeasible.
- V. In the event of default, lack of compliance or failure to perform on the part of SUBCONTRACTOR, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to requesting additional information from SUBCONTRACTOR to determine reasons for or extent of noncompliance or lack of performance; issuing a written warning advising SUBCONTRACTOR of deficiency and advising SUBCONTRACTOR that more serious sanctions may be taken if situation is not remedied; advising SUBCONTRACTOR to suspend, discontinue or not incur costs for activities in question; withholding payment for services provided; or advising SUBCONTRACTOR to reimburse COUNTY for amount of costs incurred for any items determined ineligible.
- W. 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.
- X. In accordance with 24 CFR 85.44, this Agreement may be terminated in whole or in part for convenience by either Party upon written notification to the other and with the written consent of the other.
- Y. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to COUNTY at all times during the period of this Agreement and for six (6) years after the end of this Agreement. Copies of these documents and records shall be furnished to COUNTY upon request.
- Z. The source of funding from COUNTY for payment of services performed under this

Agreement are grants provided to COUNTY by HUD. SUBCONTRACTOR 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 SUBCONTRACTOR has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, SUBCONTRACTOR shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.

AA. COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, 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.

BB. If under this Agreement SUBCONTRACTOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011 (2), Florida Statutes, SUBCONTRACTOR shall:

1. Keep and maintain public records required by COUNTY to perform the Project;
2. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SUBCONTRACTOR does not transfer the records to COUNTY; and,
4. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession by SUBCONTRACTOR or keep and maintain public records required by COUNTY to perform this Project. If SUBCONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, SUBCONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBCONTRACTOR keeps and maintains public records upon completion of this Agreement, SUBCONTRACTOR 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.
5. If SUBCONTRACTOR fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and

SUBCONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

CC. PUBLIC RECORDS

IF SUBCONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Office of Public Relations

601 SE 25th Ave.

Ocala, FL 34471

Phone: 352-438-2300

Fax: 352-438-2309

Email: PublicRelations@Marioncountyfl.org

DD. Indemnity. SUBCONTRACTOR shall 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 SUBCONTRACTOR, its agents, employees, or subcontractors during the performance of this Agreement, except that neither SUBCONTRACTOR, its agents, employees nor any of its subcontractors shall 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.

EE. Insurance. 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. All policies shall show "Marion County, a political subdivision of the State of Florida" 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. Worker's Compensation (if required by federal law) shall be purchased and maintained by SUBCONTRACTOR with statutory limits and employers liability limits of at least \$100,000 each accident and \$500,000 disease policy limit and \$100,000 disease policy for each employee must be included.
2. General Liability Coverage must be afforded under a Commercial General Liability policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. The policy must be maintained by SUBCONTRACTOR for the

duration of the Project. If the policy is written on a claims made basis, SUBCONTRACTOR must maintain the policy a minimum of five (5) years following completion of the Project. Marion County, a political subdivision of the State of Florida must be shown as an Additional Insured.

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

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

Insurance required of SUBCONTRACTOR or any other insurance of SUBCONTRACTOR 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.

EXHIBIT B
FUNDING AND SCOPE OF WORK

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

SAVING MERCY CORPORATION

3601 W. Silver Spring Blvd.
Ocala, Florida 34475

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

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

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

render approval or disapproval of services within a maximum of five (5) working days of receipt of the request for reimbursement/payment unless otherwise stated in the Agreement. A "Request for Reimbursement/Payment" form shall be provided to SUBCONTRACTOR by the Department. Documents to be submitted are as follows:

- c. Reimbursement Request Form;
 - i. Supporting documentation for all expenses for which reimbursement is requested, in accordance with the Backup Documentation Guide
 - ii. Client Tracker with HMIS number
 - d. Should SUBCONTRACTOR fail to submit adequate supporting documentation with each request for reimbursement/payment as required by COUNTY in a timely manner, COUNTY through the Department may disapprove the request.
 - e. Within thirty (30) days after completion of all services to be performed by it, SUBCONTRACTOR shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. COUNTY shall not be responsible for payments of any charges, claims or demands of SUBCONTRACTOR not received within said thirty (30) day period; however, such time may be extended at COUNTY'S discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of SUBCONTRACTOR.
- I. SERVICE TASKS. The tasks to be performed under this Agreement must comply with the written standards and all applicable rules, regulations, and policies related to the ESG-CV program. The following are allowable activities under this Agreement, as defined in 24 CFR Part 576, Subpart B.

Rapid Re-Housing Assistance Component. See 24 CFR Part 576.104. ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR Part 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR Part 576.105, the short- and medium-term rental assistance requirements in 24 CFR Part 576.106, and the written standards and procedures established under 24 CFR Part 576.400.

Homelessness Prevention Component. See 24 CFR Part 576.103. ESG-CV funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR Part 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR Part and have an annual income below thirty percent (30%) of median family income for the area, as determined by HUD. The costs of homelessness prevention, provided under housing relocation and

stabilization services and short- and/or medium-term rental assistance, are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR Part 576.105, the short-term and medium-term rental assistance requirements in 24 CFR Part 576.106, and the written standards and procedures established under 24 CFR Part 576.400.

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

Homeless Prevention Eligible Costs		April 1, 2021 – May 31, 2022
Financial Assistance	Rental application fees, security deposits, last month's rent, utility deposits, utility payments, and moving costs.	\$3,000
Service Costs	Housing search and placement, housing stability case management, mediation, legal services, credit repair	\$17,600
Rental Assistance	Short and Medium Term Rental Assistance & Rental Arrears	\$9,000
	Total	\$29,600

Rapid Rehousing Eligible Costs		April 1, 2021 – May 31, 2022
Financial Assistance	Rental application fees, security deposits, last month's rent, utility deposits, utility payments, and moving costs.	\$5,000
Service Costs	Housing Search and Placement, Housing Stability Case Management, Mediation Legal Services, and Credit Repair	\$26,400
Rental Assistance	Short and Medium Term Rental Assistance & Rental Arrears	\$14,000
	Total	\$45,400

TOTAL PROJECT AWARD \$75,000

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

Exhibit C - BACK-UP DOCUMENTATION GUIDE

Emergency Shelter Activities

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

Rapid Rehousing Activities

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

Homelessness Prevention Activities

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

ESG
Specific Program Participant Costs

SUBCONTRACTOR Name _____

Program Participant Name _____

Address _____

Funding **RR** **HP**

Amount \$ _____

From ____/____/____ **to** ____/____/____

Eligible Costs:

_____ **Rent** \$ _____

_____ **Deposit** \$ _____

_____ **First Month** \$ _____

_____ **Last Month** \$ _____

_____ **Security** \$ _____

_____ **Past Due Rent** \$ _____

_____ **Past Due Utility** \$ _____

_____ **Utility Deposit** \$ _____

TOTAL \$ _____

_____ **Other** _____

EXHIBIT E – Program Checklist

Client Name: _____

HP: _____ OR RR: _____

Initial Pre-approval:

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

Homeless Prevention Only:

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

Rapid Rehousing Only:

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

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

Post Approval:

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

EXHIBIT F – Income Limits

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