

**CITY OF OCALA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**PUBLIC SERVICES EMERGENCY GRANT AGREEMENT**

THIS CITY OF OCALA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PUBLIC SERVICES EMERGENCY GRANT AGREEMENT (this “Agreement”), made and entered into by and between the City of Ocala, a Florida municipal corporation, (hereinafter called the “City”) and the Boys & Girls Club of Marion County, Inc. a not-for-profit corporation organized under the laws of the State of Florida, whose corporate address is 800 SW 12th Ave., Ocala Florida 34478, FEIN 59-1172127, (hereinafter called the “Sub-Recipient”).

W I T N E S S E T H:

WHEREAS:

- A. The primary Community Development goals of City’s Five-Year Consolidated Plan for funding through the U.S. Department of Housing and Urban Development (“HUD”) is to develop viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.
- B. City Council approved the associated Action Plans certifying City’s compliance with Community Development Block Grant (“CDBG”) regulations and specifying projects to be funded under those grants.
- C. The Emergency Grant Management Program, (the “Project”) was approved as a project in the Annual Action Plan and is in keeping with and works to further the goals and objectives of City’s Five (5) Year Consolidated Plan.
- D. The Project has been awarded to support public services implementing COVID-19 pandemic efforts through CARES ACT CDBG-CV funding.
- E. Sub-Recipient will administer the Project with a total amount of Emergency Grant funding available of \$140,693.
- F. It is necessary for City and Sub-Recipient to enter into this Agreement for the implementation of the Project.
- G. City’s Community Development Services Department (“Department”) administers the CDBG program on behalf of City.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

- 1. **Standard Terms.** The Parties mutually agree to abide by the Scope of Work, attached hereto as **Exhibit A** and incorporated by reference and made a part of this Agreement, with the exception of the following non-applicable sections:
  - 1.1. No exceptions

2. **Terms Subject to Change.** The terms of this Agreement are subject to change dependent upon National and/or State orders, including notices from HUD, pertaining to the COVID-19 response and the CARES Act.
3. **Notice.** All notices, requests, consents and other communications (each a “Communication”) required or permitted in this Agreement shall be in writing (including emailed communication) and shall be (as elected by the persons giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:
  - 3.1. If to City: City of Ocala, Community Development Services, 201 SE 3rd Street, 2nd Floor, Ocala, Florida 34471. Email: jhaynes@ocalafl.org.
  - 3.2. If to Sub-Recipient: Boys & Girls Club of Marion County, Inc., Chief Executive Director, 800 SW 12<sup>th</sup> Ave., Ocala, Florida 34474. Email: asavarese@bgcofmarion.com
    - 3.2.1. Each such Communication shall be deemed delivered:
      - 3.2.1.1 On the date of delivery if by personal delivery.
      - 3.2.1.2 On the date of email transmission if by email (subject to subsection 4.11.5; and
      - 3.2.1.3 If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
      - 3.2.1.4 Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
    - 3.2.2. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
    - 3.2.3. If the above provisions require Communications to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
    - 3.2.4. Concerning Communications sent by email:
      - 3.2.4.1 The Communication shall not be deemed to have been delivered if the sender receives a message from the sender’s or the recipient’s internet service provider or otherwise that the email was not delivered or received;

- 3.2.4.2 If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an “out of the office message”), the email shall not be deemed delivered until the recipient returns;
    - 3.2.4.3 Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient;
    - 3.2.4.4 The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
    - 3.2.4.5 The sender shall maintain a digital copy of the email in its email system for a period of no less than one year after it was sent.
- 4. **General Compliance.** Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Sub-Recipient does not assume City’s environmental responsibilities described in 24 CFR 570.604 and (2) Sub-Recipient does not assume City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. Sub-Recipient agrees to comply with all other Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 5. **Services and Performance.**
  - 5.1. National Objectives. Sub-Recipient certifies that activities carried out under this Agreement will meet a CDBG Program National Objective as defined in 24 CFR 570.208
  - 5.2. Sub-Recipient, in a manner satisfactory to City and consistent with any standards required as a condition of providing these funds, shall carry out or cause to be carried out all activities and services described herein and in **Exhibit A**. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of Sub-Recipient.
  - 5.3. A client assessment is required to verify eligibility according to the quantifiable increase in the level of existing services guidelines. The method of determining eligibility will be agreed upon mutually with final approval of the method of resting upon City.
  - 5.4. Documentation of eligibility, services provided, and other relevant client data assisted under the Project shall be maintained by Sub-Recipient to support reimbursement requests. Client data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be subject to the monitoring provisions of Section 7 of this Agreement.

- 5.5. 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.
- 5.6. In the performance of professional services, Sub-Recipient will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- 5.7. The timely performance and completion of the Project is vitally important to the interest of City. Sub-Recipient agrees to provide scheduled progress reports in a format acceptable to City and at intervals established by City. City will be entitled at all times to be advised, at its request, as to the status of work being done by Sub-Recipient and of the details thereof. Coordination will be maintained by Sub-Recipient with representatives of City, or of other agencies interested in the Project on behalf of City. Either party to the Agreement may request and be granted a conference.
- 5.8. All services will be performed by Sub-Recipient to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto.
- 5.9. Sub-Recipient shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of City.

**6. Record Maintenance and Retention.**

- 6.1. Sub-Recipient shall maintain all records required by the CDBG regulations according to 24 CFR 570.502, 570.503(b)(2) and 570.506. Such records shall include but not be limited to:
  - 6.1.1. Records providing a full description of each activity undertaken;
  - 6.1.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - 6.1.3. Records required to determine the eligibility of activities;
  - 6.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - 6.1.5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - 6.1.6. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and

6.1.7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

6.2. 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 City's fiscal year 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 five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.

6.3. Public Records.

6.3.1. IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk's Office  
Records Custodian  
110 SE Watula Avenue  
Ocala, Florida 34471

6.3.2. If, under this Agreement, Sub-Recipient is providing services and is acting on behalf of City as provided under Section 119.011(2), under Florida Statutes, Sub-Recipient shall:

6.3.2.1 Keep and maintain public records required by City to perform the Project;

6.3.2.2 Upon request from City's custodian of records, provide City 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;

6.3.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Sub-Recipient does not transfer the records to City; and

6.3.2.4 Upon completion of this Agreement, transfer, at no cost to City, all public records in possession of Sub-Recipient or keep and maintain public records required by City to perform this Project. If Sub-Recipient transfers all public records to City

upon completion of this Agreement, Sub-Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this Agreement, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with the information technology systems of City.

- 6.3.3. If Sub-Recipient fails to provide requested public records to City within a reasonable time, City may immediately terminate this Agreement and Sub-Recipient may be subject to penalties under Section 119.10, Florida Statutes.

7. **Monitoring.**

- 7.1. City shall have the right to monitor and evaluate all aspects of the Project activities carried out by Sub-Recipient. Such evaluation will be effected by the submission of reports and information by Sub-Recipient and by monitoring by the Department.
- 7.2. Sub-Recipient shall at any time during normal business hours and as often as City and/or Comptroller General of the United States and/or HUD and/or any of their duly authorized representatives may deem necessary make available for examination all of Sub-Recipient's client files, records, books, documents, papers and data with respect to all matters covered by this Agreement and shall permit City and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement.
- 7.3. Sub-Recipient shall provide City, in a form prescribed by City, monthly reports summarizing progress, timetables, eligibility, client data, and financial information for monitoring and evaluating all aspects of Project activities. The format prescribed shall be in conformance with HUD reporting requirements and City reporting procedures.

8. **Term.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through twelve (12) months from the date of execution of this Agreement. The term of performance under this Agreement for the services may commence prior to execution of this Agreement. Reimbursement payments will not be paid by City until after execution of this Agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-Recipient remains in control of CDBG funds.

9. **Termination.**

- 9.1. In accordance with 24 CFR 85.43, City may suspend or terminate this Agreement and all payments to Sub-Recipient in whole or in part for cause upon seven (7) calendar days' notice in writing to Sub-Recipient. Cause, which shall be determined by City, includes, but is not limited to:

- 9.1.1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- 9.1.2. Failure, for any reason, of the Sub-Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- 9.1.3. Ineffective or improper use of funds provided under this Agreement;
- 9.1.4. Submission by the Sub-Recipient to City reports that are incorrect or incomplete in any material respect; or
- 9.1.5. 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.
- 9.2. In the event of default, lack of compliance or failure to perform on the part of Sub-Recipient, City reserves the right to exercise corrective or remedial actions, to include, but not limited to:
  - 9.2.1. Requesting additional information from Sub-Recipient to determine reasons for or extent of noncompliance or lack of performance;
  - 9.2.2. Issuing a written warning advising Sub-Recipient of deficiency and advising Sub-Recipient that more serious sanctions may be taken if corrective or remedial action is not taken;
  - 9.2.3. Advising Sub-Recipient to suspend and/or discontinue incurring costs for activities not in compliance;
  - 9.2.4. Withholding payment for services provided by Sub-Recipient; and/or
  - 9.2.5. Advising Sub-Recipient to reimburse City for amount of costs incurred for any activities or services determined ineligible.
- 9.3. In the event of a natural disaster, this Agreement may be suspended or terminated and funds transferred to recovery activities as determined by City. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third-party private vendors.
- 9.4. 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 written consent of the other. Termination for convenience shall not apply to provisions of this Agreement that require compliance with laws, regulations or ordinances, records retention, or to the provision of service to low- and moderate-income persons or other specified beneficiaries.

10. **Funding.**

- 10.1. The Parties mutually agree to abide by the Scope of Work attached hereto as **Exhibit A**. Any funds remaining at the end of the Agreement will revert to City.
- 10.2. City, through the Department, shall pay Sub-Recipient for allowable costs, determined by City, in an amount not to exceed One Hundred Forty Thousand, Sixty Hundred Ninety Three Dollars and 00/100 (\$140,693.00) for administrative services performed under the terms of this Agreement and detailed in **Exhibit A**. In the even the Project costs exceed the stated amount, Sub-Recipient shall be responsible for excess.
- 10.3. Sub-Recipient shall submit the first Request for Reimbursement within thirty (30) days of execution of this Agreement.
- 10.4. Payment shall be limited to items in **Exhibit A**.
- 10.5. Sub-Recipient shall submit Reimbursement/Payment requests to the Department using the following guidelines:
  - 10.5.1. Sub-Recipient shall submit supporting documentation by the tenth (10th) of each month with each request for reimbursement/payment for actual costs incurred by Sub-Recipient in carrying out the Project as described in **Exhibit A**. City, 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 Sub-Recipient by the Department.
  - 10.5.2. In the event Sub-Recipient fails to submit adequate supporting documentation with each request for reimbursement/payment as required by City, City through the Department may disapprove the request.
- 10.6. The source of funding from City for payment of services performed under this Agreement are grants provided to City by HUD. Sub-Recipient agrees that in the event that any grant is reduced or withheld by HUD, City shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that HUD determines that Sub-Recipient has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, Sub-Recipient shall provide said reimbursement from non-federal sources within ten (10) days of said notice from City.
- 10.7. City, 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, City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City.

11. **Indemnity.** Sub-Recipient will indemnify, defend, and hold harmless City and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by Sub-Recipient, its agents, employees, or sub-contractors during the performance of the Agreement, except that neither Sub-Recipient, 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 City or any of its officers, agents or employees during the performance of the Agreement.
12. **Insurance.**
  - 12.1. 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. City shall be notified if any policy limit has eroded to one half its annual aggregate. Sub-Recipient 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 B+. All policies must show the "City of Ocala, 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:
    - 12.1.1. Worker's Compensation. Sub-Recipient shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
    - 12.1.2. Insurance and Bonding. Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to case advances from City. Sub-Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.
  - 12.2. These insurance requirements shall not relieve or limit the liability of Sub-Recipient. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Sub-Recipient's interests or liabilities but are merely minimums. No insurance is provided by City under this Agreement to cover Sub-Recipient.
  - 12.3. Insurance required of Sub-Recipient or any other insurance of Sub-Recipient shall be considered primary, and insurance or self-insurance of City shall be considered excess, as may be applicable to claims against City 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.

13. **Compliance with Laws.**

- 13.1. The City's Community Programs Manager will be available to Sub-Recipient to provide technical guidance on CDBG requirements.
- 13.2. Sub-Recipient, 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.
- 13.3. Sub-Recipient will comply with applicable Uniform Administrative Requirements as described in 2 CFR 200 and will carry out the Project in compliance with all federal laws and regulations described in Subpart C of the CDBG regulations, incorporated herein by reference. Further, Sub-Recipient will comply with all terms of this Agreement and City requirements. Since City is responsible for its CDBG program, Sub-Recipient will provide Department with the opportunity to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to conform to the above federal and local requirements.
- 13.4. Sub-Recipient warrants that Sub-Recipient has not employed or retained any company or person, other than a bona fide employee working solely for Sub-Recipient, to solicit or secure this Agreement, and that 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, City 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.
- 13.5. Certification of Anti-Lobbying. Sub-Recipient certifies and discloses that, to the best of Sub-Recipient's knowledge and belief:
  - 13.5.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Sub-Recipient, 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
  - 13.5.2. 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 Sub-Recipient, 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.

- 13.6. Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.
- 13.7. Sub-Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.2000), such as worship, religious instruction, or proselytization.
- 13.8. Sub-Recipient, 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.
- 13.9. Sub-Recipient agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to the Project (program literature, brochures, and letterhead) must recognize the City of Ocala and the U.S. Department of Housing and Urban Development Community Development Block Grant as providing funds for the Project.

14. **Other Requirements.**

- 14.1. Sub-Recipient shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to City and without the prior written approval of City of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be Sub-Recipient's responsibility to ensure that all requirements are included in said subcontracts and all sub-contractors abide by said requirements.
- 14.2. 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.
- 14.3. Conflict of Interest. No employee, agent, consultant, officer or elected official or appointed official of Sub-Recipient who exercises or has exercised any function or responsibility with respect to CDBG 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 CDBG assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG assisted activity or with respect to the proceeds of the CDBG assisted activity, either for themselves or for those with whom they have a family or business ties, during their tenure or for one ( 1) year thereafter.

15. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
16. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the appropriate court in Marion County, Florida.
17. **Jury Waiver.** WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
18. **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
19. **Miscellaneous.**
  - 19.1. 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.
  - 19.2. Reference in this Agreement to “Director” shall mean the Department of Community Development Services Director.
  - 19.3. In the event that HUD Code of Federal Regulations regarding Sub-Recipients, Section 570.201(e)(1) through (2) and Section 570.503 should be amended or changed, City shall amend this Agreement to comply with such changes. City will give written notice to Sub-Recipient of any such changes.
  - 19.4. There are no understandings or agreements except as herein expressly stated.
  - 19.5. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

19.5.1. **Exhibit A – Scope of Work**

THEREFORE, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

**ATTEST:**

**City of Ocala, a Florida municipal corporation**

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Angel B. Jacobs  
City Clerk

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President, Ocala City Council

Approved as to form and legality

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Robert W. Batsel, Jr.  
City Attorney

**Boys & Girls Club of Marion County**

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By: April Savarese  
as Registered Agent/CEO