

RESOLUTION NO. 2020- 79

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO IMPLEMENT A SUBRECIPIENT CONTRACT FOR THE ST. JOHNS HOUSING PARTNERSHIP, INC., UNDER THE PROVISIONS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**RECITALS**

**WHEREAS**, the COUNTY submitted an application for CDBG Entitlement funding through the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD has awarded the COUNTY a grant to assist the COUNTY in providing benefits to low and moderate income residents in accordance with the FY2016-2017 and FY2017-2018 Action Plans and the COUNTY's Consolidated Plan (the "Award"); and

**WHEREAS**, the COUNTY issued a Notice of Available Funding, for both Fiscal Years, soliciting applications from non-profit organizations seeking funds for the provision of public services that serve low and moderate income residents of the COUNTY (the "Notice"); and

**WHEREAS**, the St. Johns Housing Partnership, Inc., known as SUBRECIPIENT, is a respondent to the Notice of Available Funding for FY2016-2017 and FY2017-2018; and

**WHEREAS**, the County desires to grant a portion of the Award to the SUBRECIPIENT for the provision of housing rehabilitation services as identified in Subrecipient Agreement Exhibit A: Scope of Work, in order to accomplish the goals established in the COUNTY's Consolidated Plan.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**Section 1. Incorporation of Recitals.**

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

**Section 2. Approval and Authority to Execute.**

The Board of County Commissioners hereby adopts the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to execute the Subrecipient Contract substantially in the same form as attached.

**Section 3. Corrections of Errors.**

To the extent that there are typographical or administrative errors or omissions that do not change

the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County  
this 3<sup>rd</sup> day of March 2020.

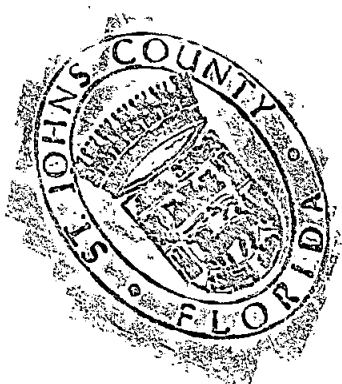
BOARD OF COUNTY  
COMMISSIONERS OF ST. JOHNS  
COUNTY

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Pam Halterman  
Deputy Clerk

Rendition Date: 3/5/20



**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
ST. JOHNS COUNTY AND  
ST. JOHNS HOUSING PARTNERSHIP, INC.**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between St. Johns County, a political subdivision of the state of Florida (the County) and St. Johns Housing Partnership, Inc. a Florida not-for-profit corporation (the Subrecipient). The County and the Subrecipient may be referred to individually as “the Party” or collectively as “the Parties”.

**WHEREAS**, the County has applied for and received funds from the United States Government through the Community Development Block Grant (CDBG) program under Title I of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, as a condition of receiving CDBG funding, the United States Department of Housing and Urban Development (HUD) requires the County to adopt a Five-Year Consolidated Plan (the Consolidated Plan) that sets forth the County’s community development goals; and

**WHEREAS**, the Consolidated Plan’s primary community development goal is to develop viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities, primarily for persons of low to moderate income; and

**WHEREAS**, the St. Johns County Board of County Commissioners (the Board) approved the 2016-2017 and the 2017-2018 Action Plans certifying the County’s compliance with CDBG regulations and specifying projects to be funded with CDBG funds; and

**WHEREAS**, the Subrecipient submitted an application for CDBG funding to the County for the purpose of providing home rehabilitation for low to moderate income homeowners in need of assistance in order to remain living safely and independently in their homes, including the elderly, veterans, and the disabled, as more fully set forth in Exhibit A (the Project); and

**WHEREAS**, the County approved the Project as part of its 2016-2017 and 2017-2018 Action Plans; and

**WHEREAS**, the County finds that the Project will further the goals of the Consolidated Plan,

**NOW THEREFORE**, in consideration of the terms set forth below, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**1. Scope of Service.**

**A. Activities.** The Subrecipient shall perform the activities set forth in Exhibit A, the contents of which are incorporated into this Agreement. Specifically, the Subrecipient shall use CDBG funds to provide home rehabilitation for low- to moderate-income homeowners who are in need of assistance in order to remain living safely and independently in their homes. Households located within the City of St. Augustine are not eligible for services funded by this Agreement.

**B. National Objectives.** All activities funded with CDBG funds must meet one of the following CDBG program National Objectives:

- i. Benefit low- and moderate-income persons;
- ii. Aid in the prevention of slums or blight; or
- iii. Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will **benefit low- and moderate-income persons by providing home rehabilitation to low- or moderate-income individuals or households as defined in 24 CFR 570.3.**

**C. Goals and Performance Measures.** The Subrecipient shall provide the level of program services set forth in Exhibit A.

**D. Performance Monitoring.** The County will monitor the performance of the Subrecipient against goals and performance standards as set forth in Exhibit A. In the event of default, lack of compliance or failure to perform on the part of the Subrecipient, the County reserves the right to exercise corrective or remedial actions, including, but not limited to:

- i. Requesting additional information from the Subrecipient to determine reasons for or extent of noncompliance or lack of performance;
- ii. Issuing a written warning advising the Subrecipient of the deficiency and advising the Subrecipient that more serious sanctions may be taken if situation is not remedied;
- iii. Advising the Subrecipient to suspend, discontinue or not incur costs for the items in question;
- iv. Withholding payment; or
- v. Requiring the Subrecipient to reimburse the County for the amount of costs incurred for any items determined ineligible.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures or processes deemed appropriate by the County. The Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County, HUD, and the Comptroller General of the United States, or any of their authorized representatives.

**E. Capacity Building.** Should the County provide any grant writing, grant management, or capacity-building trainings during the term of this Agreement, at least one staff member of the Provider shall be required to attend such training. The County shall notify the Subrecipient of any

training opportunities that are related to this requirement and notate mandatory attendance requirement when applicable.

**2. Time of Performance.**

Unless otherwise provided herein or by a supplemental agreement or amendment, the term of this Agreement shall commence upon execution by both parties and shall remain in effect until **March 31, 2022**. Notwithstanding the foregoing, the term of this Agreement shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**3. Budget.**

CDBG funds will be used to pay for the following:

<b>Rehabilitation Costs:</b> Labor and supplies for home repairs or rehabilitation.	Up to \$40,000.00 per home assisted
<b>Home Inspections-</b> initial inspection and report.	\$1,100.00 per home assisted
<b>Project Delivery Costs,</b> including income certifications, preparation of liens, preparation of work orders, and submission of required documentation, includes incomplete applications and attendance at all mandatory training	\$2,000.00 per home assisted
<b>Construction Management-</b> Bid and estimating process, oversight of workforce/vendors, and all other construction related administrative obligations.	Fixed rate equal to 15% of total Construction Cost per home assisted
<b>Total</b>	<b>\$323,798.00</b>

Any indirect costs charged must be consistent with the provisions of paragraph 8.C(ii) of this Agreement. Should the County require a more detailed budget than the one set forth above, the Subrecipient shall provide supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and the Subrecipient.

**4. Payment.**

The County agrees to reimburse the Subrecipient for allowable costs in connection with the Subrecipient's performance of the services set forth in Exhibit A. The maximum amount of funding that the Subrecipient is eligible to receive under this agreement is **three hundred twenty-three thousand seven hundred ninety-eight dollars (\$323,798.00)**. It is expressly acknowledged that the maximum amount of funding available under this Agreement includes costs paid by the County to a home inspector under contract to the County for home inspection services related to repairs or rehabilitation conducted pursuant to this Agreement. It is expressly acknowledged that in the event the funding amount does not constitute the full cost of the scope of services, it shall be the Subrecipient's sole responsibility to obtain the necessary funds to complete the Scope of Work. No individual Scope of Work, including change orders, shall exceed \$40,000 in construction costs. For the purposes of this section, the term "Scope of Work" shall mean a document signed by the Subrecipient and the homeowner receiving the services specifically identifying the services that will be

performed by the Subrecipient. Nothing in this section shall require the Subrecipient to perform services not specifically identified in the Scope of Work.

Except as otherwise specifically provided in this Agreement, payments to the Subrecipient under this agreement shall be made for each draw submitted by the subrecipient. Payments will be based on a two draw system, each approved by the independent inspector prior to submittal to the County for payment approval. The Subrecipient shall submit the first draw request for a project when the project is 50% complete and shall submit the second draw request when the project is 100% complete. Each draw request shall include a Request for Payment demonstrating Project costs to the County. The Request for Payment shall include a Letter of Commitment signed by Subrecipient and the homeowner authorizing the draw, and a copy of the Scope of Work identifying/confirming work done to date. To be eligible for reimbursement under this Agreement, expenses must be necessary and reasonable for the effective and efficient accomplishment of the scope of work. The County may deny all or part of a Request for Payment if it determines that expenses are ineligible for reimbursement, either pursuant to CDBG regulations or the terms of this Agreement. Project costs are described in Exhibit A. Each Request for Payment shall be accompanied by a Monitoring Report (Exhibit D).

With respect to Project costs associated with home inspections, the County shall engage a home inspector in accordance with the requirements of 2 C.F.R. 200 and the St. Johns County Purchasing Policy and shall pay the home inspector directly for the cost of the services provided. The County's payment for home inspection services shall be consistent with the budget set forth in paragraph 3 above, and the amounts paid by the County for home inspection services shall be deducted from the maximum amount of funding that the Subrecipient is entitled to receive under this Agreement.

The County may return a Request for Payment and request additional information regarding its contents. Under such circumstances, the timeframe for payment shall be extended by the time necessary to receive the requested information. Upon receipt and verification of the Request for Payment, the County shall process the request and forward payment to the Subrecipient within 30 days of verification.

It is strictly understood that the Subrecipient is not entitled to the above-referenced amount of compensation. Rather, the Subrecipient's compensation is based on the Subrecipient's performance of the activities set forth in Exhibit A. Subrecipient's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables set forth in this Agreement.

The sources of funding from the County for payment under this Agreement are the 2016-2017 and 2017-2018 CDBG funds provided to the County by HUD. The Subrecipient agrees that in the event that any grant is reduced or withheld by HUD, the County may terminate this Agreement. In the event that HUD determines that the Subrecipient has not fulfilled its obligations in accordance with the requirements applicable to the grant or requests reimbursement from County of expenses paid under this Agreement, Subrecipient shall provide said reimbursement to County from non-Federal sources.

This Agreement is neither a general obligation of the County, nor is it backed by the full faith and credit of St. Johns County. Payment of each grant payment is conditioned on, and subject to, specific annual appropriations by the Board of County Commissioners of funds sufficient to pay the

grant payment due that year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds during any given fiscal year.

**5. Notices.**

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, facsimile, or other electronic means. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice:

County

St. Johns County Board of County Commissioners  
Housing and Community Development Division  
200 San Sebastian View, Suite 2300  
St. Augustine, FL 32084

Grantee

St. Johns Housing Partnership  
525 W. King Street  
St. Augustine, FL 32084  
Attn: Bill Lazar

**6. Public Records.**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that the Subrecipient's performance under this Agreement constitutes an act on behalf of the County, the Subrecipient shall comply with all requirements of Florida's public records law. Specifically, if the Subrecipient is expressly authorized, and acts on behalf of the County under this Agreement, the Subrecipient shall:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Activities;
  - ii. Upon request from the County's custodian of public records, provide the 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - iii. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Subrecipient does not transfer the records to the County; and

- iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Activities.
  
- C. If the Subrecipient transfers all public records to the County upon completion of this Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
  
- D. Failure by the Subrecipient to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)

**7. General Conditions.**

A. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG) including Subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assumed the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee



between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. As such, neither the Subrecipient, nor any employees, agents, officials, servants, or subcontractors of the Subrecipient shall be eligible for any benefits afforded employees or officials of the County, including but not limited to unemployment compensation, FICA, retirement, life, or medical insurance, and worker's compensation insurance. The Subrecipient has no power or authority to bind the County in any manner in any promise, agreement, or representation, other than as specifically provided in this Agreement.

C. Indemnification.

- i. The Subrecipient shall indemnify, defend, and hold the County harmless from all claims, actions, suits, charges, judgments, costs (including attorney's fees and other costs associated with litigation, whether or not such costs are taxable as attorney's fees), and statutory fines or penalties associated with this Agreement. This provision relating to indemnification is separate and apart from, and is in no way limited by, any insurance provided by the Subrecipient, whether pursuant to this Agreement or otherwise.
- ii. If the Subrecipient enters into a contract with any third party contractor to perform any work in connection with the activities funded under this Agreement, the Subrecipient shall include in such contract language stating that the contractor shall indemnify, defend, and hold the County harmless from all claims, actions, suits, charges, judgments, costs (including attorney's fees and other costs associated with litigation, whether or not such costs are taxable as attorney's fees), and statutory fines or penalties associated with the contractor's work under the contract.

D. Insurance. The Subrecipient shall provide insurance coverage in, at a minimum, the amounts set forth in Exhibit H, the contents of which are incorporated into this Agreement. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D. The Subrecipient shall not commence work under this Agreement until all proof of all required insurance coverage has been submitted to the County.

E. County Recognition.

- i. The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- ii. Pursuant to, and consistent with, St. Johns County Ordinance 1992-2, and County Administrative Policy 101.3, the Subrecipient may not manufacture, use, display, or otherwise use any facsimile or reproduction of the St. Johns County Seal/Logo without the express written approval of the Board of County Commissioners.

F. Amendments.

- i. The County or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from their obligations under this Agreement.
- ii. For the purposes of this Agreement, the County Administrator is authorized pursuant to St. Johns County Resolution Nos. 2017-263 and 2018-224 to execute any amendment to this Agreement that falls within the authorizations granted by said resolution, or by any resolution granting similar authorizations for future CDBG grant program years (the Authorizing Resolutions). Any amendment to this Agreement that falls outside the authorizations granted to the County Administrator by the Authorizing Resolutions shall require the approval of the St. Johns County Board of County Commissioners.

G. Suspension or Termination. In accordance with 2 CFR 200.339, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term of this Agreement, including, but not limited to:

- i. 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;
- ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

In accordance with the requirements of 2 CFR §200.326 and 2 CFR part.200, Appendix II, this Agreement may also be terminated for convenience by either Party, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety. Termination for convenience shall not apply to provisions in this Agreement relating to the repayment of funds, compliance with laws, regulations or ordinances, records retention, or the provision of service to low and moderate income persons or other specified beneficiaries.

H. Natural Disaster. In the event of a natural disaster, this Agreement may be suspended or terminated and funds transferred to recovery activities as determined by the County. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third party private vendors.

8. **Administrative Requirements.**

A. Financial Management.

- i. Accounting Standards. The Subrecipient agrees to comply with 2 CFR 200.300 - 309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. Cost Principles. The Subrecipient shall administer its program in compliance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations," (OMB Circular A-122). These principles shall be applied for all costs incurred, whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

- i. Records to be Maintained. The Subrecipient shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include, but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity meets one of the National Objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR 570.502 and 2 CFR 200.300 - 309; and
  - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- ii. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement until five years after the Project has been closed out. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records

must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

- iii. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such 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 made available to the County's monitors, or their designees, for review upon request.
- iv. Disclosure. Except to the extent directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, the Subrecipient shall not use or disclose client information collected under this Agreement unless written consent is obtained from the client receiving the service, or, in the case of a minor, the written consent of a responsible parent or guardian. The foregoing shall not prevent the Subrecipient from complying with the requirements of state or federal public records laws to the extent applicable to any particular record.
- v. Close-outs. The Subrecipient's obligations to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- vi. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts of transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and applicable provisions of 2 CFR Part 200, Subpart F. The Subrecipient will submit this annual agency audit to the County by June 30 of each year.

C. Reporting and Payment Disclosures.

- i. Program Income. Although no program income, as defined by HUD, is anticipated as a result of this Agreement, any such income received by the Subrecipient shall be paid to the County within 10 days of receipt of such income. Upon completion of this Agreement, the Subrecipient shall transfer

to the County any grant funds on hand and any accounts receivable attributable to the use of such funds. If any program income is received by the Subrecipient following the termination of this Agreement, such program income shall be returned to the County.

- ii. Indirect Costs. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.
- iii. Reports. The Subrecipient shall submit reports to the County in the form, content, and frequency as provided in Exhibit A.

**D. Procurement.**

- i. Compliance. The Subrecipient shall procure all materials, property, and services associated with this Agreement in compliance with the requirements of 24 CFR Part 570, Subpart K, and applicable Uniform Administrative Requirements as set forth in 2 CFR Part 200.
- ii. Travel. The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR Part 200, Subpart D, and 24 CFR 570.502 – 504, as applicable.

**9. Relocations, Real Property Acquisition and One-for-One Housing Replacement.**

To the extent that they are applicable to the activities funded under this Agreement, the Subrecipient shall comply with the following regulations:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act; and
- C. The requirements of 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to any displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a project assisted with CDBG funds pursuant to this Agreement. In the event relocation assistance is required under this paragraph, the Subrecipient shall coordinate with the County regarding the payment of relocation assistance.

10. **Personnel and Participant Conditions.**

A. Civil Rights.

- i. Compliance. The Subrecipient agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- ii. Nondiscrimination. The Subrecipient shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, religion, sex, familiar status, national origin, age, or disability in the provision of services to its clients.
- iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination, as herein defined, in the sale, lease, rental, use, or occupancy of such land, or in any improvements erected or to be erected thereon, provided that the County and the United States shall be beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
- iv. Section 504. The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program.

B. Affirmative Action.

- i. Approved Plan. The Subrecipient agrees that it shall carry out an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246. The Subrecipient shall submit a plan for an Affirmative Action Program to the County for approval prior to the award of funds.
- ii. Women- and Minority-Owned Businesses. The Subrecipient certifies that it will comply with 2 CFR 200.321 to take all necessary affirmative steps to assure that minority firms, women business enterprises, and labor surplus area firms are used when possible. The Subrecipient further certifies that it will submit to

the County at the time of project completion a report of the MBE and WBE status of all subcontractors to be paid with CDBG funds with contracts of \$10,000 or greater, in a format that will be provided by the County.

- iii. Access to Records. The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the County, HUD or its agent, or other authorized federal officials for purpose of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- iv. Equal Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on its behalf, state that it is an Equal Opportunity or Affirmative Action employer.
- v. Subcontract Provisions. The Subrecipient shall include the provisions of paragraphs 10.A and B in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions.

- i. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.
- ii. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.
- iii. Section 3 Clause. As a condition of receiving federal financial assistance, the Subrecipient certifies and agrees to ensure compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Failure to fulfill these requirements shall subject the County, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, and their successors and assigns, to those sanctions specified in the Agreement through which federal assistance is provided. The Subrecipient certifies that no contractual or other

disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with this a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or legal incapacity exists that would prevent compliance with these requirements.

**D. Conduct.**

- i. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County.
- ii. Subcontracts.
  - a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency without the prior written consent of the County, which consent shall not be unreasonably withheld.
  - b. Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts



shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c. Content. The Subrecipient shall ensure that the provisions of this Agreement are incorporated into any subcontract executed in the performance of this Agreement.
  - d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts entered into in the performance of this Agreement are awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.
- iii. Hatch Act. The Subrecipient shall comply with the requirements of the Hatch Act (5 U.S.C. 1501-1508) and shall ensure 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.
- iv. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, including, but not limited to, the following:
- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, and agents engaged in the award and administration of contracts supported by federal funds;
  - b. No employee, officer, or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved; and
  - c. No covered person who exercises or has exercised any function or responsibility with respect to CDBG-assisted activities or who is in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or with respect to the proceeds of the CDBG-assisted activity, either for himself or herself or those with whom he or she has a family or business tie, during his or her tenure or for one year thereafter. For the purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, or officer of the Subrecipient.
- v. Contingency Fee. The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subrecipient, 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 a brokerage fee, however denoted. In the event of a breach or violation of this paragraph, the County shall have the right to terminate this Agreement without liability.

- vi. Certification of Anti-Lobbying. The Subrecipient certifies and discloses that, to the best of its knowledge and belief:
- a. 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 agency, 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;
  - b. 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 agency, a member of Congress, an officer or employee of Congress, an employee of a member of Congress, a County Commissioner, or any County employee 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; and
  - c. It will require that the language of paragraphs (a) through (d) of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- vii. Copyright. If this Agreement results in any copyrightable material or inventions, the County and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

- viii. Religious Activities. The Subrecipient acknowledges that CDBG funds may not be used for inherently religious activities, such as worship, religious instruction, or proselytization. The requirements of 24 CFR 5.109, as applied to the CDBG program pursuant to 24 CFR 570.200(j), are incorporated into this Agreement by reference.
- ix. Drug-Free Workplace. The Subrecipient certifies that it shall provide drug-free workplaces in accordance with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and 2 CFR Part 2429.

**11. Environmental Conditions.**

**A. Air and Water.** The Subrecipient agrees to comply with the following requirements insofar as they apply to its performance under this Agreement:

- i. Clean Air Act (42 U.S.C. 7401, et seq., as amended), particularly Section 176(c) and (d) (42 U.S.C. 7506(c) and (d));
- ii. Determining Conformity of Federal Actions to State and Federal Implementation Plans (Environmental Protection Agency – 40 CFR Parts 6, 51, and 93); and
- iii. Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq., as amended), including the requirements set forth in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

**B. Flood Disaster Protection.** For activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a.

**C. Lead-Based Paint.** The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.

**D. Historic Preservation.** The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in Title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**12. Special Conditions.**

**A.** Within thirty (30) calendar days of execution of this Agreement, the Subrecipient shall deliver to the County for approval a detailed schedule for the completion of the Project.

**B.** The Subrecipient shall not undertake any activity or commit any funds prior to the HUD environmental clearance of funds and a County Notice to Proceed Letter. The County shall deny reimbursement for any activity undertaken or funds committed in violation of this subparagraph.

**C.** The Subrecipient will accomplish the following project tasks:

- i.** Maintain National Objective documentation;
- ii.** Maintain, and provide to the County as requested, beneficiary income certification;
- iii.** Submit Requests for Payment in a timely manner;
- iv.** Submit Monthly Progress Reports;
- v.** Identify a Lead Project Manager; and
- vi.** Provide Site Design and Specifications for each property assisted.

**D.** All CDBG program funds awarded to St. Johns County must benefit low- to moderate-income (LMI) households. The Subrecipient shall be responsible for ensuring that all activities and beneficiaries are verified to benefit LMI households and that activities provide or improve permanent residential structures, which upon completion will be occupied by LMI persons. The Subrecipient shall provide such verification to the County upon request. The Subrecipient shall reimburse to the County any funds for which verification of benefit to LMI households cannot be provided.

### **13. Miscellaneous Provisions.**

**A.** 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 gendered pronouns shall extend to and include all genders.

**B.** In the event 24 CFR 570.503 ("Agreements with Subrecipients") is amended or changed, the County shall provide written notice of the changes to the Subrecipient and shall amend this Agreement accordingly.

**C.** This Agreement constitutes the entire agreement and understanding between the parties as to the matters addressed herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to such matters.

**D.** This Agreement shall be governed by the laws of the state of Florida. Venue for any legal or administrative action arising under this Agreement shall lie exclusively in St. Johns County or the Middle District of Florida, Jacksonville Division. Subrecipient hereby waives any privileges or

rights it may have under statute or case law relating to venue, including any objection based on forum non conveniens.

**14. Severability.**

If any portion of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable for any reason, such portion or application shall be severable. The remaining portions of this Agreement, and all applications thereof, not having been declared void, invalid, or otherwise unenforceable, shall remain in effect.

**15. Section Headings and Subheadings.**

The section headings and subheadings contained in this Agreement are included for convenience and shall not limit or otherwise affect the terms of this Agreement.

**16. Waiver.**

No forbearance on the part of either Party shall constitute a waiver of any item requiring performance by the other Party. 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.

**17. Counterparts.**

This agreement may be executed in counterparts, each of which shall be deemed an original.

**18. Authority to Execute.**

Each person signing this Agreement in a representative capacity on behalf of a governmental or corporate entity represents that he or she is duly authorized by such entity to execute this Agreement on its behalf, as evidenced by the authorizing resolutions of each Party's Board attached as Exhibit F.

**19. Entire Agreement.**

This Agreement constitutes the entire agreement and understanding between the Parties as to the matters addressed herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral, electronic, or written, relating to such matters.

**IN WITNESS WHEREOF**, the undersigned, as authorized officials on behalf of the parties, have executed this Subrecipient Agreement as of the dates set forth below.

County

Subrecipient

---

Name and Title

---

Address

---

City/State/ZIP Code

---

Telephone Number

---

Bill Lazar, Executive Director

---

Address

---

City/State/ZIP Code

---

Telephone Number

## EXHIBIT A: SCOPE OF WORK

### Project No. 2016-17-02: Countywide Housing Rehabilitation

**Subrecipient:** St Johns Housing Partnership, Inc.

**Project Dates:** March 9, 2020 – March 31, 2022. The Project shall commence upon execution of the Subrecipient Agreement by both parties.

**Project Location/Service Area:** Unincorporated St. Johns County and the City of St. Augustine Beach. A minimum of two properties assisted under the Project must be located within the City of St. Augustine Beach. Properties located within the City of St. Augustine are not eligible for assistance under this Project.

**Project Description:** Housing rehabilitation for homeowners is an eligible CDBG activity under 24 CFR § 570.202(a). The purpose of the housing activity is to allow eligible homeowners to continue living safely in their own homes and remain independent for as long as possible. Rehabilitating homes contributes to the preservation of St. Johns County's housing stock.

The St. Johns Housing Partnership submitted an application for CDBG funding in 2016 and in 2017; the projects proposed in these two applications were selected for inclusion in the respective Annual Action Plans for 2016 and 2017. The two projects were similar in nature and are being combined as one, into this Project.

All participants receiving CDBG assistance under this Agreement shall have incomes that do not exceed 80% of the Area Median Income (AMI) as defined by HUD, adjusted for family size (See Exhibit F). Funding under this Agreement shall provide for home modifications that include but are not limited to carpentry repairs, handicap modifications, plumbing repairs, water and sewer hook-up, roof repairs and repairs to bring the property into compliance with applicable local property maintenance and building codes. All homes must be owner-occupied.

This rehabilitation program shall offer assistance through a deferred payment loan. The maximum award for rehabilitation activities shall be \$40,000 per property assisted. The deferred payment mortgages will accrue zero percent (0%) interest and be held for a term of twenty (20) years. The loans will be forgiven at the rate of five percent (5%) per year over twenty years. All soft costs and management fees will be in the form of a grant as described below.

Program Participants must enter into a Mortgage Lien Agreement (Exhibit I), which shall be prepared by the Subrecipient, and shall be executed by the County and the Program Participant. The Homeowners' Loan Agreement defines the parameters of the CDBG program, and provides a deferred payment mortgage and a promissory note, which will be recorded with the Clerk of the Circuit Court of St. Johns County.

The components of the Subrecipient's rehabilitation program shall include:

- determining participant eligibility,
- property eligibility, and property standards,

- entering into an agreement with the property owner,
- determining eligible costs,
- entry into a Home Scope of Work with the property owner,
- construction management,
- preparing the homeowner's loan agreement, mortgage and note,
- closing the loan, and
- recordkeeping on all aspects of the project.

These components must be documented in the case file for each home assisted.

A contract between the homeowner and the Subrecipient, to be prepared by Subrecipient, will be required to evidence approval of the Home Scope of Work and approved budget, and certification that the structure is owner occupied. Whenever possible, rehabilitation work shall conform to Green Housing Standards.

Program delivery costs will be \$2,000 per house selected for rehabilitation. Program delivery costs may include staff time, public outreach, application intake and review, surveys, loan closing costs, and the cost of case management. Program delivery costs associated with the processing and finalization of assistance may be paid to the Subrecipient with CDBG funds but may not be included as part of the financial assistance or incorporated into the mortgage and promissory note.

Prior to beginning work and expending funds on a home, the Subrecipient shall coordinate with assigned County staff, the completion of the following tasks:

- Verification of Program Participants' eligibility based on income and address;
- Verification that Program Participants have not received SHIP or CDBG housing assistance within the last 5 years;
- Completion of an initial inspection that identifies the extent of rehabilitation necessary to meet applicable building and housing codes; and
- Approval by County staff of Environmental checklist, Home Scope of Work, loan closings, and change orders.

Funds expended for work conducted prior to the completion of the above tasks shall not be reimbursable under this Agreement.

Prior to beginning work and expending funds on a home, the Subrecipient is responsible for:

- Providing all required consumer loan disclosures, including the information required by 12 CFR §1026.18, if applicable.
- Verifying that the County has completed the Site-Specific Environmental Review for a property prior to commencement of rehabilitation work. Any projects started before required environmental reviews are completed will not be reimbursed under this Agreement.



- Acquiring all documentation indicating that properties rehabilitated with CDBG funds meet St. Johns County rehabilitation standards, have work write-ups and cost estimates for each property, and have an initial inspection conducted by an inspector engaged by the County that includes photos and identifies the extent of rehabilitation necessary to meet local St. Johns County housing codes, including photos. Each home assisted shall be inspected to meet St. Johns County code requirements.

Procurement of all contractors under this Agreement shall comply with the standards set forth in 2 CFR 200.318-326. Any contract between the Subrecipient and a contractor must contain the provisions set forth in 2 CFR 200.326 and Appendix II to 2 CFR Part 200, as applicable. When the Subrecipient chooses to use subcontractors, the Subrecipient will ensure that at least three (3) estimates from licensed contractors are available to select from for all subcontracted work. The Subrecipient must verify each contractor's eligibility and ensure they are not debarred from federal contracts, are fully licensed and insured. The Subrecipient must ensure that the contractor's proposal for the work is reasonable and within 10 percent (10%) of the cost estimate.

**Participant Eligibility:** To be eligible for CDBG assistance under this Agreement, each participant must meet the criteria listed below:

- Be a low or moderate income household; with an annual household gross income below 80% of the area's median income - See Exhibit F for income limits based on the number of people in the household;
- Occupy the property as a principal residence and have proof of property ownership such as fee simple title or equivalent form of ownership approved by the County;
- Demonstrate residence on the property for at least two years prior to the date of application;
- Be in compliance with any existing mortgage on the property;
- Be current with utility accounts and property taxes;
- Not have received assistance for rehabilitation activities from funding received from St. Johns County through the CDBG or SHIP programs within the 5 years prior to the date of receiving CDBG assistance under this agreement;
- If a resident alien, meets the eligibility requirements set forth in 24 C.F.R. § 570.613.

**Property Eligibility:** To be eligible for CDBG assistance under this agreement, a property must meet the criteria listed below:

- The property must be a single-family residence;
- The property must have been the applicant's homestead residence for at least two years prior to the date of application;
- The applicant must own the property by fee simple title, a long-term leasehold of at least 99 years, or life estate;
- There must be no restrictions, encumbrances, or judgments that would restrict the marketable nature of the applicant's ownership interest;
- The property must be free of any encumbrances other than a first mortgage;

- The property must be located within the unincorporated portion of St. Johns County or the City of St. Augustine Beach; and
- The property must be eligible for the issuance of a building permit for the requested repairs.

**Project Budget:** All CDBG funds provided to the Subrecipient shall be on a reimbursement basis. HUD regulations stipulate that reimbursement is prohibited for activities performed prior to, or after, the dates specified in this agreement between the County and the Subrecipient. The budget for the project is limited to the following:

Expense	Amount	Description
Rehabilitation Costs	Up to \$40,000 per home assisted	Work approved by the County in each Home Scope of Work.
Inspection Costs	\$1,100 per home assisted	The costs of home inspections will be deducted from the \$323,798, at the rate of \$1,100 per home assisted. The number of homes assisted depends on the amount of assistance given to each house.
Project Delivery Costs	\$2,000 per home assisted	The cost of staff time, public outreach, application intake and review, underwriting credit reports, surveys, loan closing costs and the cost of case management.
Construction Management	Fixed rate equal to 15% of total Construction Cost per home assisted	Bid and estimating process, oversight of workforce/vendors, and all other construction related administrative obligations
<b>TOTAL</b>	<b>\$323,798</b>	The sum of the Rehabilitation Costs, Inspection Costs, and the Project Delivery Costs.

**Performance Measures:** The overall goal of this project is to assist eligible low to moderate income households that are in need of repairs to their homes. To achieve this goal, program performance will be measured by the timely expenditure of funds in the following manner:

- At least 30% of the funds spent within 120 days from the start of this Agreement.
- At least 60% of the funds spent within 240 from of the start of this Agreement.
- 100% of the funds spent within 360 days from the start of this Agreement.

**Program Deliverables:**

Program Deliverable	Deliverable Supporting Documentation	Submission Schedule
Program Participant File	<ul style="list-style-type: none"> <li>• File Checklist</li> <li>• Client's Notes</li> <li>• Authorization of Release of Information</li> <li>• Unemployment Affidavit</li> <li>• Child Support Affidavit</li> <li>• Zero Income Affidavit</li> <li>• Complaint Appeals Procedures</li> <li>• Release of Liability</li> <li>• Pre-Renovation Form, Lead Paint</li> <li>• Home Scope of Work</li> <li>• Letter of Commitment</li> <li>• Change Order</li> <li>• Client Approval of All Work Completed Satisfactorily</li> <li>• Contractors Final Payment Affidavit</li> <li>• Client Satisfaction Survey</li> </ul>	Within fifteen (15) days of agreement execution
Submission of Progress Report	Exhibit D and Exhibit E	Monthly/Annually

**Income Certification:** The Subrecipient shall be responsible for verifying that all clients served pursuant to this Agreement meet the definition of low-to-moderate income households using the income limits set forth by HUD.

**Project Files:** For any procurement conducted under this Agreement, the Subrecipient shall maintain a file that contains documentation of the Subrecipient's compliance with the requirements of the standards set forth in 2 CFR 200.318-236 and all other procurement-related requirements of this Agreement.

The Subrecipient shall establish a physical file on each project participant and assign each file a file number (the Program Participant File). The Program Participant File shall include documentation of the eligibility of the participant's household, including family size, income level, street address to verify that the family lives in an eligible area of St. Johns County, age, race, ethnicity, disability status, and Female Head of Household data. Subrecipient will verify the above data points by physically viewing original documents and then photocopying these documents for placement in the physical file. Social Security numbers shall be redacted from documents before placing these documents into the physical file.

Each Program Participant File shall include the following: application for assistance, contract between the Subrecipient and Program Participant, property verification and inspection, eligibility documentation, work orders, cost estimates and associated change orders, inspections, permits, owner approval of the work order, owner approval of the change orders, Certificate of Final Inspection,

Contractor's Final Payment Affidavit, lien waivers, and contractor warranties in the file for each project.

Construction management for each rehabilitation or barrier removal project includes the rehabilitation work contract, Notice to Proceed, change orders, contractor payment requests and inspection. Work orders to detail tasks and cost estimates that include labor and materials will be required for each property assisted. Each Program Participant must sign a Home Scope of Work with the project contractor and the Subrecipient.

**Reporting Schedule:** Project information related to demographics, performance measures, project activities, and accomplishments shall be reported by the Subrecipient on the Monthly Project Summary form attached as Exhibit C. The County may use the Monthly Project Summaries in communications with HUD.

**Maintenance of Records:** The Subrecipient shall maintain all records required to be kept under this Agreement for five (5) years after the closeout date of the Project. The County may perform monitoring activities to ensure that the Subrecipient is maintaining all records in a satisfactory manner.

**EXHIBIT B**

Reporting Period: \_\_\_\_\_

Expenditures	Approved Budget – Cannot Exceed	Monthly Expenditure Amount:	Total Expenditures To-date:	# of Participants being billed for this month:
Rehab Costs	\$323,798			
Project Delivery Costs	\$2,000 per Home			Budget Remaining:
<b>TOTAL EXPENSES</b>	<b>\$323,798</b>			

Completed Participant File	
Add a box for each Client File that is being billed for this month	
<p><b>Participant File Number:</b></p>  <p><b>Rehab Costs →</b></p>  <p><b>Project Delivery Costs →</b></p>	<p><b>Required Documents:</b> Copies of each document listed below must be attached (in this order) to this Reimbursement Request and also placed in the Participant File. Reimbursement cannot be processed if any documents are missing or incomplete.</p> <p style="text-align: center;"><b>Required Documents:</b></p> <ul style="list-style-type: none"> <li>• CDBG Work Flow → Reimbursement Request (Exhibit G)</li> <li>• Home Scope of Work</li> <li>• Signed Client Approval of All Work Completed Satisfactorily</li> <li>• Certificate of Final Inspection</li> <li>• Invoices and Receipts</li> <li>• Endorsed final payment to the contractor</li> <li>• Timesheets</li> </ul>

Each Request for Payment must be submitted with a completed Monthly Monitoring Report (Exhibit D) for the same month. Requests for Payment will not be processed without the corresponding Monthly Monitoring Report.

**EXHIBIT C**  
**Authorized Signature Card**

<b>Project #:</b> 2016-17-02	<b>Project Name:</b> Countywide Housing Rehabilitation
<b>Subrecipient:</b> St. Johns Housing Partnership, Inc.	
<b>Subrecipient Address:</b>	525 West King Street; St Augustine, FL 32084
<b>Telephone Number:</b>	904-824-0902
<b>Signatures of Individuals Authorized to Sign Financial Documents:</b>	
<b>Name (Type of Print):</b>	<b>Signature:</b>
1. Bill Lazar	
2. Aimee King	
3.	
<b>I certify that the signatures above are of the individuals authorized to execute financial documents:</b>	
<b>Date</b>	<b>Signature Of Authorizing Official</b>
	<b>Title of Authorizing Official</b>

**EXHIBIT D**  
**Monthly Monitoring Report**

St. Johns County is required to submit to HUD, through the Integrated Disbursement and Information System (“IDIS”) Performance Reports. The County reports information on a quarterly basis. To facilitate in the preparation of such reports, Subrecipient shall submit the information contained herein with each monthly reimbursement request.

Project Title: <b>Countywide Housing Rehabilitation</b>	Project Number: <b>2016-17-02</b>
Agency Name: <b>St. Johns Housing Partnership</b>	Program Contact:
Month/Year of this Report:	Date Submitted:

Performance Measure:	Cumulative Progress:
<b>Outcome 1:</b> Percent of Client Files approved for work to begin after the first submission to the CDBG Program (# approved divided by number files submitted)	
<b>Outcome 2:</b> Funds will be spent in a timely manner: <ul style="list-style-type: none"> <li>• At least 30% spent within 120 days from start of Agreement.</li> <li>• At least 60% spent within 240 from start of Agreement.</li> <li>• 100% of funds spent within 360 days from start of Agreement.</li> </ul>	

Since <i>{insert project start date}</i> , of the persons assisted, how many....	...now have new access (continuing) to this service or benefit? →	
	now has improved access to this service or benefit? →	
	...now receive a service or benefit that is no longer substandard? →	
<b>THIS MONTH:</b> Total number of <b>UNDUPLICATED</b> clients served this month? →		

Total # of adult females served: →			Total # of females served under 18: →	
Total # of adult males served: →			Total # of males served under 18: →	
Total # of Families Served: →			Total # of Female Head-of-Household Served: →	
<b>CUMULATIVE: Total number of UNDUPLICATED clients served since {insert start date}?</b> →				
Total # of adult females served: →			Total # of females served under 18: →	
Total # of adult males served: →			Total # of males served under 18: →	
Total # of Families Served: →			Total # of Female Head-of-Household Served: →	
<b>CUMULATIVE: INCOME RANGE</b>	Extremely Low (0-30%) →		Low (30.1-50%) →	Moderate (50.1-80%) →
<b>CUMULATIVE: Race/Ethnicity</b>	Number of UNDUPLICATED clients served since {insert project start date} fall into each race category. In addition to each race category, indicate # persons who consider themselves Hispanic/Latino.			
<b>HUD Race Categories:</b>	# ↓	<b>HUD Ethnicity:</b>		# ↓
Black/African American →		of whom, how many identify as Hispanic or Latino? →		
White →		of whom, how many identify as Hispanic or Latino? →		
Asian →		of whom, how many identify as Hispanic or Latino? →		
American Indian/Alaskan Native →		of whom, how many identify as Hispanic or Latino? →		
Native Hawaiian/Other Pacific Islander →		of whom, how many identify as Hispanic or Latino? →		
American Indian/Alaskan Native and White →		of whom, how many identify as Hispanic or Latino? →		
Asian and White →		of whom, how many identify as Hispanic or Latino? →		



Black/African American and White →		of whom, how many identify as Hispanic or Latino? →	
American Indian/Alaskan Native and Black/African American →		of whom, how many identify as Hispanic or Latino? →	
Other Multi-Racial →		of whom, how many identify as Hispanic or Latino? →	

I certify that all information on this report has been verified to be correct.

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

**EXHIBIT E**  
**Annual Monitoring Report**

<p>2 CFR 200.500 requires St. Johns County to monitor subrecipients of federal awards to determine if subrecipients are compliant with established audit requirements. Accordingly, St. Johns County requires that all appropriate documentation is provided regarding your organization's compliance.</p> <p>In determining Federal awards expended in a fiscal year, the entity must consider all sources of Federal awards based on when the activity related to the federal award occurs, including any Federal award provided by St. Johns County. <u>The determination of amounts of Federal awards expended shall be in accordance with guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. This form may be used to monitor Florida Single Audit Act (Section 215.97, Florida Statutes) requirements.</u></p>	
<b>Subrecipient Name</b>	St. Johns Housing Partnership, Inc.
<b>First Date of Fiscal Year (MM/DD/YY)</b>	<b>Last Date of Fiscal Year (MM/DD/YY)</b>
<b>Total Federal Financial Assistance Expended during most recently completed Fiscal Year</b>	<b>Total State Financial Assistance Expended during most recently completed Fiscal Year</b>
\$	\$
<b>Check A or B; Check C if applicable</b>	
<input type="checkbox"/>	A. The Federal/State expenditure threshold for our fiscal year ending as indicated above has been met and a Circular A-133 or 2 CFR Part 200, Subpart F Single Audit has been completed or will be completed by _____. Copies of the audit report and management letter are attached or will be provided within 30 days of completion.
<input type="checkbox"/>	B. We are not subject to the requirements of OMB Circular A-133 or 2 CFR Part 200, Subpart F because we: <input type="checkbox"/> Did not exceed the expenditure threshold for the fiscal year indicated above <input type="checkbox"/> Are a for-profit organization <input type="checkbox"/> Are exempt for other reasons – explain _____ An audited financial statement is attached and if applicable, the independent auditor's management letter.
<input type="checkbox"/>	C. Findings were noted, a current Status Update of the responses and corrective action plan is included separate from the written response provided within the audit reports. While we understand that the audit report contains a written response to the finding(s), we are requesting an updated status of the corrective action(s) being taken. Please do not provide just a copy of the written response from your audit report, unless it includes details of the actions, procedures, policies, etc. implemented and when it was or will be implemented.
<b>Certification Statement</b>	
I hereby certify that the above information is true and accurate.	
<b>Signature:</b>	<b>Date:</b>
<b>Print Name and Title:</b>	

**EXHIBIT F**  
**2019 HUD Income Limits**

<b>Extremely Low Income (0 – 30% AMI)</b>								
<b># of People in Household</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Household Income</b>	\$15,450	\$17,650	\$19,850	\$22,050	\$23,850	\$25,600	\$27,350	\$29,150

<b>Low Income (30.1 – 50% AMI)</b>								
<b># of People in Household</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Household Income</b>	\$25,750	\$29,400	\$33,100	\$36,750	\$39,700	\$42,650	\$45,600	\$48,550

<b>Moderate Income (50.1 – 80% AMI)</b>								
<b># of People in Household</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Household Income</b>	\$41,200	\$47,050	\$52,950	\$58,800	\$63,550	\$68,250	\$72,950	\$77,650

**EXHIBIT G: Work Flow → Reimbursement Request**

<b>CDBG: Work Flow → Reimbursement Request</b>		<b>Client File #:</b>	
<b>Task:</b>	<b>Date Completed:</b>	<b>SJHP Initials:</b>	<b>CDBG Initials:</b>
Complete Application			
Property & Income Verification			
Site-Specific Environmental Review Completed			
SJHP Pre-inspection Review			
Initial Universal Inspection Received			
Create Home Scope of Work			
Solicit Bids from Contractors			
Client Signed Home Scope of Work			
Signed Letter of Commitment – Client/SJHP			
Signed Notice of Right of Rescission			
Lien Filed			
Production Schedule			
First File Review by CDBG Staff			
Signed Letter of Commitment - CDBG			
Notice to Proceed Letter Filed			
Permits Obtained			
Work Started			
Second Universal Inspection Received			
Final Universal Report Received			
Client Approval – All Work Completed Satisfactorily			
Final Release of Lien			
Contractor Warranties Filed			
Contractor’s Final Payment Affidavit			
All Invoices and Receipts Filed			
Final Billing Submitted			
Final CDBG File Review Completed/Approved			
SJHP Paid by SJC/CDBG			

## **EXHIBIT H**

### **Insurance Requirements**

#### **BASIC INSURANCE REQUIREMENTS**

During the term of this Agreement, the Subrecipient at its sole expense shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient.

The Subrecipient shall keep the Property insured for its full insurable value against loss by fire, flood if so required, and other losses normally covered by an extended coverage endorsement. All policies of insurance which insure against any loss or damage to the Property shall provide for loss payable to the County, without contribution by the County, pursuant to clauses satisfactory to the County.

The Subrecipient shall provide the County a certified copy of all insurance policies procured by the Subrecipient. When any required insurance reaches the attainment of a normal expiration date or renewal date, the Subrecipient shall provide the County with Certificates of Insurance evidencing a continuation of coverage. The Subrecipient's insurance coverage shall be primary insurance as respects to the County for all applicable policies. The limits of coverage under each policy maintained by the Subrecipient shall not be interpreted as limiting the Subrecipient's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A- or better.

The Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Activity by the Subrecipient, its agents, representatives, employees or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Subrecipient against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$500,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury.
- \$500,000 each occurrence for Products and Completed Operations.

The policy must include coverage for Contractual Liability, Independent Contractors. The Certificate Holder shall be identified as:

St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

St. Johns County, a political subdivision of the State of Florida, including its officials, employees, and volunteers, is to be named as an Additional Insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of any service performed by or on behalf

of Subrecipient. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

The Subrecipient's insurance coverage shall be primary insurance as respects St. Johns County, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall be non-contributory.

**WORKER'S COMPENSATION**

The Subrecipient shall provide worker's compensation insurance in such amounts as required by law for all of its employees involved in the performance of this Agreement.

**EXHIBIT I**  
**Mortgage Lien Agreement**

Return to: St. Johns County CDBG Office  
Housing & Community Services Division  
200 San Sebastian View  
St. Augustine, FL 32084  
(904) 827-6895 Fax: (904) 827-6899

**SECURITY AGREEMENT/MORTGAGE LIEN**

**UNDER ST. JOHNS COUNTY, FLORIDA,  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
REHABILITATION PROGRAM**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between **CLIENT NAME(S)**, whose mailing address is \_\_\_\_\_ and whose street address of the property described below is \_\_\_\_\_, hereinafter called the "Owner" (Owner refers to singular or plural as the context requires), and St. Johns County, Florida, a political subdivision existing under the laws of the State of Florida (Federal ID No. 59-6000825), whose post office address is c/o Clerk of Circuit Court, 4810 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called "County";

**WITNESSETH:**

**WHEREAS**, the US Department of Housing and Urban Development, through the County has made available to Owner under the Community Development Block Grant Program, and St. Johns County Resolution No. #####, hereinafter referred to jointly as CDBG, funds to be used for housing purchase, repair, or other specific programs, primarily to encourage homeownership for low to moderate income participants; and

**WHEREAS**, the parties hereto wish to preclude speculation and windfall profits from the sales of properties assisted with such funds.

**NOW THEREFORE**, in consideration of the provision of financial assistance to the Owner for housing repairs and/or rehabilitation assistance on the property hereinafter described subject to the terms and conditions hereinafter provided, the Owner has mortgaged, granted, and conveyed to County the following described land situate, lying and being in the County of St. Johns, State of Florida, to-wit:

*LOT & PLAT BOOK*

altogether hereinafter referred to as Property, together with all improvements, replacements and additions now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the Property, the said Owner does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever.

**SUBJECT, HOWEVER**, to the following terms and conditions, each of which the Owner accepts and agrees to:

1. CDBG funds in the amount of XXXXXX THOUSAND dollars (\$xx,000.00) have been provided to or for the benefit of the Owner to assist in the repair or rehabilitation of the Property, the receipt whereof is hereby acknowledged by Owner.
2. Owner represents that Owner currently occupies the Property. Owner agrees that Owner shall occupy the Property as his or her principal and primary place of residence for the term of this Agreement.
3. If the Property shall be sold, refinanced, or transferred, Owner or Owners estate, successors, or assigns, shall be jointly and severally liable to repay to the County certain financial assistance provided to Owner under the CDBG program immediately upon the sale, refinance, or transfer of the property, except as provided below. For the purposes of this Agreement, "transfer" means any transfer of Property by deed or inheritance or foreclosure or delivery of possession of the Property for use or occupancy by one other than the Owner whether by contract for deed, lease, or otherwise.
4. Owner shall have a zero interest deferred payment CDBG loan/mortgage (recorded as a security agreement) which is forgivable at 5 percent per year for 20 years, prorated on a monthly basis, providing that the home remains owner-occupied and the participants honor all requirements of the deferred payment loan and the subsequent mortgage.
5. This Agreement may be transferred and assigned to a Transferee if the Transferee falls within the income limits for extremely low-income, low-income, or moderate-income, as defined in 24 C.F.R. 570.3, and the Buyer executes an acceptance of transfer and assignment as provided by the CDBG Office.
6. If the Owner sells or otherwise transfers title to a Buyer in a higher income category than that set forth in paragraph 5 above, or rents or leases any portion of the Property, except as provided in paragraph 7 below, before twenty years have elapsed from the effective date of this Agreement, the Owner shall immediately pay off that amount remaining to the County upon such sale, transfer or rental.
7. If illness or other hardship of the Owner should make it impossible for the Owner to properly maintain the Property, or to permanently reside at the property, then the Owner may rent or lease the Property upon written consent of the Board of County Commissioners.
8. The County may forgive any of the CDBG assistance monies should there be insufficient net proceeds derived from a good faith sale of the Property at market value upon written approval of the Board of County Commissioners. Net proceeds are defined as the amount remaining after all private debts incurred by the Owner to acquire or improve the Property are repaid.
9. The provisions above regarding the transfer of the Property shall not apply to a transfer from the Owner to the Owners spouse or ex-spouse pursuant to a court order as part of a divorce action; but if transferred to an Owners spouse or ex-spouse, the agreements contained herein shall run with title to the land and, thereafter, be applicable to any transfer made by the Owners said spouse or ex-spouse.



10. This agreement shall be recorded in the office of the Clerk of the Circuit Court in and for St. Johns County, Florida, and its obligations thereof shall run with title to the property and shall encumber and burden title to the property.

**11. THE OWNER UNDERSTANDS AND AGREES THAT THIS INSTRUMENT SHALL PLACE A MORTGAGE LIEN UPON OWNER PROPERTY DESCRIBED HEREIN ABOVE AND THIS AGREEMENT SHALL BE BINDING UPON THE HEIRS, DEVISEES, SUCCESSORS AND ASSIGNS OF THE OWNER.**

12. In any instance where Owner endeavors to refinance existing or obtain new mortgage(s) that are being secured by the Property, this Security Agreement may only be subordinated according to the terms and conditions of the St. Johns County State Housing Initiatives Partnership Rehabilitation Program Subordination Agreement.

13. The Owner further understands and agrees that any payments received by Owner as a result of false or misleading information submitted to the County, or to any contractor or subrecipient acting on behalf of the County, shall be paid back to the County by the Owner immediately upon discovery of same.

14. All obligations and conditions herein that are applicable to Owner are secured by this mortgage lien.

**PROVIDED** that if the Owner shall meet or pay all obligations described herein and shall comply with all conditions and perform all agreements set forth herein, then this mortgage lien and the estate hereby created shall cease and be null and void.

**IN WITNESS WHEREOF**, Owner has executed this instrument under seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Client Signature (Seal)

\_\_\_\_\_  
Print or type Witness name

\_\_\_\_\_  
Print or type Client Name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print or type Witness name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Security Agreement/Mortgage Lien was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced as identification the following: \_\_\_\_\_ and who \_\_\_\_\_ did or \_\_\_\_\_ did not take an oath.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print or type name of Notary Public

\_\_\_\_\_  
Commission No.:  
My Commission Expires:

(To reimburse St. Johns County for the no-interest CDBG loan and to clear the title of this lien, contact CDBG Housing Office or the County Administrator's Office. Cashier check or money order should be made payable to St. Johns Co BCC Local Housing Asst. Trust Fund for repayment of **CLIENT NAME** CDBG lien).

**EXHIBIT J**  
**SUBORDINATION AGREEMENT**

Mail to: St. Johns County  
Housing and Community Development  
200 San Sebastian View, Suite 2300  
St. Augustine, FL 32084

**ST. JOHNS COUNTY, Florida**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**

***SUBORDINATION AGREEMENT***

This subordination agreement is made by St. Johns County, a political subdivision of the state of Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as follows:

1. The undersigned warrants that St. Johns County is the owner and holder of a note (the CDBG note) and mortgage (the CDBG mortgage) dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The CDBG mortgage is recorded in official records book \_\_\_\_\_, page \_\_\_\_\_, of the public records of St. Johns County, State of Florida, and encumbers the property described as follows (the Property): *(Enter legal property description below or attach as Schedule A.)*

2. The CDBG mortgage was executed by \_\_\_\_\_  
\_\_\_\_\_ (the Borrower) to the undersigned.

3. The CDBG mortgage and CDBG note have not been assigned, transferred or pledged by the undersigned which has full authority to execute this subordination agreement.

4. The undersigned acknowledges that the Borrower has executed a mortgage in favor of \_\_\_\_\_, a(n) \_\_\_\_\_ corporation (the Lender), dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ securing a note in the amount of \$\_\_\_\_\_, encumbering the Property. The undersigned recognizes that the Lender will not close on its mortgage loan and disburse the proceeds thereof unless the CDBG mortgage is subordinated in priority to the Lender's mortgage.

5. To induce the Lender to disburse the proceeds of its mortgage loan, the undersigned hereby subordinates and makes inferior in lien and dignity the CDBG mortgage and CDBG note to the Lender's mortgage. The lien, security interest, and all of the terms and conditions of the CDBG mortgage and CDBG note, and any and all assignments, amendments, extensions, consolidations, or renewals of the CDBG mortgage and CDBG note, as well as all future advances thereunder, are likewise subordinated.

6. This Subordination Agreement shall inure to the benefit the Borrower and the Borrower's successors and assigns, and shall be binding upon the undersigned and the undersigned's successors and assigns.

7. As an inducement to St. Johns County to subordinate the CDBG mortgage to the Lender's mortgage, the Borrower offers the following assurances:

a. This is the first and only lien subordination requested by the Borrower on the real property described herein.

b. Except as provided below, the purpose of the subordination is not to facilitate consolidation or payment of other debts.

c. There is a benefit to Borrower as a result of the lien subordination, including, but not limited to one of the following:

1. The monthly payment (PITI) and the interest rate of the Lender's mortgage are lower than the PITI and interest rate of the existing mortgage on the Property;
2. There is a beneficial reduction in the term of the existing mortgage on the Property without a significant increase in monthly payment;
3. The Lender's mortgage will be a fixed rate loan with a duration of no more than 30 years; or
4. It is necessary for the Borrower to execute the Lender's mortgage in order to prevent foreclosure of the Property.

d. There shall be no cash or check returned to the Borrower at closing.

e. A Loan Estimate issued pursuant to the TILA-RESPA Integrated Disclosure Rule (the Rule) shall be provided to the County before or with the completed Subordination Agreement. If a Loan Estimate is not required under the Rule, a document providing substantially the same information as the Loan Estimate shall be provided to the County.

f. A Closing Disclosure issued pursuant to the Rule shall be faxed for final review to the County by the title company before closing. If a Closing Disclosure is not required under the Rule, a document providing substantially the same information as the Closing Disclosure shall be provided to the County.

8. This Subordination Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising under this subordination agreement shall lie exclusively in St. Johns County or, in the case of a federal action, the Middle District of Florida, Jacksonville Division.

\_\_\_\_\_  
(Lender)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_  
(signature of officer or agent)

Its:

(title or position)

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ by \_\_\_\_\_  
(date) (name of officer or agent)

\_\_\_\_\_ of \_\_\_\_\_  
(title) (name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is  
(state or place of incorporation)

personally known to me or has produced \_\_\_\_\_  
(type of identification)

as identification.

\_\_\_\_\_  
(signature of person taking acknowledgment)

\_\_\_\_\_  
(name typed, printed or stamped)

\_\_\_\_\_  
(title or rank)

\_\_\_\_\_  
(serial number, if any)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS COUNTY

\_\_\_\_\_  
By:  
County Administrator of St. Johns County  
Post Office Drawer 349  
St. Augustine, Florida 32085

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
(date)

by \_\_\_\_\_, County Administrator, who  
is personally known to me or has provided \_\_\_\_\_ as  
identification.

(type of identification)

\_\_\_\_\_  
(signature of person taking acknowledgment)

\_\_\_\_\_  
(name typed, printed or stamped)

\_\_\_\_\_  
(title or rank)

\_\_\_\_\_  
(serial number, if any)

(edbg\subordagreeFINMOD)

**EXHIBIT K**  
**Authorizing Resolutions**