

RESOLUTION NO. 2022- 21

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 GIRLS SCOUTS OF GATEWAY COUNCIL 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 FY2021-2022 Action Plan and the COUNTY's FY2021- 2025 Consolidated Plan (the "Award"); and

WHEREAS, the COUNTY issued a Notice of Available Funding, for FY2021-2022, 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 Girls Scouts of Gateway Council known as SUBRECIPIENT, is a respondent to the Notice of Available Funding for FY2021-2022; 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 18 day of January 2022.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: Henry Dean
Henry Dean, Chair

ATTEST: Brandon J. Patty, Clerk of
the Circuit Court and Comptroller

By: Sam Halterman
Deputy Clerk

RENDITION DATE 1/20/22



**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
ST. JOHNS COUNTY AND
GIRL SCOUTS OF GATEWAY COUNCIL**

THIS AGREEMENT (Agreement) is entered into this _____ day of _____, 2022, between St. Johns County, a political subdivision of the state of Florida (the County) and Girl Scouts of Gateway Council (the Subrecipient), 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 2021 Action Plan 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 an expanded Girl Scouts Community Development Troop Program in St. Johns County for at-risk girls, within five (5) designated Title I schools, as more fully set forth in Exhibit A (the Project); and

WHEREAS, the County approved the Project as part of the 2021-2022 Action Plan; and

WHEREAS, the County finds that the Project will further the goals of the 2021-2025 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 healthy, engaging, and challenging activities with peers to at least 150 at-risk girls in grades K-12 attending a designated Title I school, and are members of low-income households or moderate-income households as those terms are defined in 24 CFR § 570.3. The Subrecipient acknowledges that the characterization of the Project as both Child Care and Youth Services is based solely on the definition provided in the HUD Matrix Code Definitions for its Integrated Disbursement and Information System, which, in relevant part, defines Child Care Services as “services that will benefit children (generally under age 13)...” and Youth Services as “services for young people age 13 to 19...” The County makes no determination as to whether the Project falls within the definition of child care for the purposes of licensing requirements under Florida law.

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(c).

The Subrecipient certifies that the activities carried out under this Agreement will benefit low-income and moderate-income persons by providing Child Care and Youth Services as more specifically set forth in Exhibit A, including hands-on activities and badge work within the following four (4) core areas: 1) Science, technology, engineering, and math (STEM), 2) Outdoors adventures, camping, and environmental care, 3) Life skills, including critical thinking and problem solving, includes games, discussions and interactive activities, and 4) Entrepreneurship and financial literacy (Girl Scout Cookie Program) to low-income and moderate-income participants 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/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, or 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 Subrecipient shall be required to attend such training. The County shall notify the Subrecipient of any training opportunities.

2. Time of Performance.

Unless otherwise provided herein or by a supplemental agreement or amendment, the term of this Agreement shall commence upon the latter Party's execution of the Agreement, and shall remain in effect until **June 31, 2023**. 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, issued pursuant to this Agreement.

3. Budget.

CDBG funds will be used to pay for the following:

Girl Scouts of Gateway Council Community Development Troops Program – St. Johns County Project Budget			
Line Item	CDBG	Match	Total
Salaries & Wages: Director of Grant Initiatives (Program Strategy) - 25% of \$65K		\$16,250	\$16,250
Salaries & Wages: Manager of Outreach Programs		\$45,000	\$45,000
2 Part-time Troop Facilitators: \$15/hr. x 17/hrs. week x 40 weeks x 2 staff	\$20,400		\$20,400
Benefits (FICA, Health Insurance, etc.)	\$2,500	\$13,830	\$16,330
Girl Scout Membership Fees that include medical insurance: \$25/girl x 150 girls	\$3,750		\$3,750
Supplies (Program workbooks, program supplies, and badges): \$35/girl x 150 girls	\$5,250		\$5,250
Food (Snacks during after school programs): \$5/girl x 150 girls	\$350	\$400	\$750
Travel (Facilitators to attend troop meetings and transportation rentals for field trips)	\$1,500	\$1,000	\$2,500
Summer Camp (Send girls to Girls Scouts resident camp): \$200 x 25 girls		\$5,000	\$5,000
Total	\$33,750	\$81,480	\$115,230

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 in advance 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 (Services). The maximum amount of funding that the Subrecipient is eligible to receive under this Agreement is **thirty-three thousand, seven hundred-fifty dollars (\$33,750.00)**. It

is expressly acknowledged that the funding amount does not constitute the full cost of the scope of Services. It is the Subrecipient's sole responsibility to obtain the necessary funds to complete the scope of work.

Payments to the Subrecipient under this Agreement shall be made in monthly increments based on actual budgeted expenses detailed in Subrecipient's Reimbursement Request. Subrecipient shall submit a Reimbursement Request demonstrating Project costs (Exhibit B) to the County by the 15th day of each month. The Reimbursement Request shall include a written justification of the expenses incurred in connection with the Scope of Work and shall be accompanied by receipts for supplies, a payroll journal, and timesheets for the Troop Facilitator(s) who provide the Child Care and Youth Services. 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 Reimbursement Request if the County determines that expenses are ineligible for reimbursement, either pursuant to CDBG regulations or the terms of this Agreement. Project costs are as set forth in paragraph 3, and as more particularly described in Exhibit A.

The County may return a Reimbursement Request and request additional information regarding the Reimbursement Request's 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 Reimbursement Request, 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 source of funding from the County for payment under this Agreement is the 2021-2022 CDBG grant 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 and/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
500 San Sebastian View

Grantee

Girl Scouts of Gateway Council
Community Development Troops Program - SJC
7077 Bonneval Road, Suite 420

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**

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 principal 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 assume 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 and the provision of the Services. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than to 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 D, the contents of which are incorporated into this Agreement. The Subrecipient shall comply with the

relevant 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 Party. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from each Party's obligations under this Agreement.
- ii. For the purposes of this Agreement, the County Administrator is authorized pursuant to St. Johns County Resolution No. 2021-299 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 Board.

G. Suspension or Termination. In accordance with 2 CFR §§ 200.338 and 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 its obligations under this Agreement in a timely and proper manner;
- 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 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-income persons, 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 further 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 documentation to the extent required by HUD, including, but not 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, or 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 24 CFR § 570.500(a), 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. All such disposition of program income received by Subrecipient shall be consistent with the County's authority to demand it pursuant to 24 CFR §§ 570-504(c).

- 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 Exhibits B and C.

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 as defined by 24 CFR § 570.3 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 the following regulations are applicable to the activities funded under this Agreement, the Subrecipient shall comply with:

- 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.

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 Minority Business Enterprise (MBE) and Woman's Business Enterprise (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 expressly include or incorporate, by reference the provisions of subparagraphs 10.A and B in every subcontract or purchase order implementing the Subrecipient's activities under this Agreement, 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 pursuant to this Agreement 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 (40 U.S.C. § 276a, et seq.), 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 Part 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 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 related to any right, interest or obligation of the Subrecipient under this Agreement or the implementation of this Agreement 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 contractual 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.

- d. In the event a conflict of interest arises on the part of the Subrecipient, or an employee, officer, or agent of the Subrecipient, the Subrecipient shall take all steps necessary to obtain an exception from HUD pursuant to 24 CFR § 570.611(d). The failure of the Subrecipient to obtain an exception, or otherwise cure a conflict of interest, shall be grounds for termination of this Agreement.
- 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 the Subrecipient's 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. The Subrecipient 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 (41 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 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, Subtitle III, Division A (formerly codified at 16 U.S.C., subchapter II, Part B) 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. 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.

13. 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.

14. 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.

15. 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.

16. Counterparts.

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

17. 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 hereto as Exhibit H.

18. 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

Hunter S. Conrad, County Administrator

Mary Anne Jacobs, Chief Executive Officer

500 San Sebastian View

7077 Bonneval Road, Suite 420

Saint Augustine, Florida 32084

Jacksonville, Florida 32216

Telephone Number

Telephone 904.421.2484

EXHIBIT A: SCOPE OF WORK

Project No. 2021-2

Subrecipient: Girl Scouts of Gateway Council,
Community Development Troops Program – St. Johns County

Project Dates: January 2022 – June 2023, project shall commence upon execution of the Subrecipient Agreement by both parties.

Project Description: The program facilitators will register girls in grades K-12th, and provide a multi-faceted program for girls who are living in CDBG-targeted areas. The program facilitators will develop activities and outdoor opportunities for girls; secure program supplies and recognitions, handbooks, insignias and uniform components for girls; conduct Girl Scout Troop meetings on a weekly or bi-monthly basis at designated sites.

Any registered Girl Scout who participates in the program will be eligible to attend Gateway Council program activities, events, day camps, and residents camp. Registration will be open to new and returning girls who reside or frequent the CDBG Girl Scout Troop meeting locations.

Participant Eligibility: The Girl Scouts of Gateway Council, Community Development Troops Program – St. Johns County expansion will serve up to 150 at-risk girls within five (5) Title I school in Saint Johns County, Florida. Eligible participants must reside in an unincorporated area of St. Johns County. Eligible participants of this project must demonstrate that they are part of low-income or moderate-income households, as defined by HUD income limits, and do not live within the city limits of St. Augustine. Exhibit C includes HUD income limits, based on family size. Participant files must include all documents that demonstrate family size, income, and participant eligibility, to the extent required by HUD.

Income Definitions and Eligibility Records: For purposes of this agreement,

- "Low- moderate income persons "means persons whose household income does not exceed 80% of the area median income adjusted for household size annually published by HUD.
- "Very low-income persons" means persons whose household income does not exceed 50% of the area median income adjusted for household size as published by HUD.
- "Extremely low-income persons" means persons whose household income does not exceed 30% of the area median income adjusted for household size as published by HUD.

Client income verification records shall be kept on site and available for County or HUD inspection upon request. The Providers shall maintain data documenting 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 City Monitors or their designees for review upon request. The Provider understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Provider's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from clients and, in the case of a minor, from a client's responsible parent/guardian.

HUD 2021 Income Limits								
Community Development Block Grant (CDBG)								
Extremely Low-Income (0-30% AMI)								
# of Persons in Household	1	2	3	4	5	6	7	8
Household Income	\$15,750	\$18,000	\$20,250	\$22,450	\$24,250	\$26,050	\$27,850	\$29,650
Very Low-Income (30.1 - 50% AMI)								
# of Persons in Household	1	2	3	4	5	6	7	8
Household Income	\$26,200	\$29,950	\$33,700	\$37,400	\$40,400	\$43,400	\$46,400	\$49,400
Low-Income (50.1 - 80% AMI)								
# of Persons in Household	1	2	3	4	5	6	7	8
Household Income	\$41,900	\$47,900	\$53,900	\$59,850	\$64,650	\$69,450	\$74,250	\$79,050
* Extremely low-income family is defined as a very low-income family whose income does not exceed 30 percent of the median family income for the area.								
** Very low-income family is defined as low-income families whose incomes do not exceed 50 percent of the median family income for the area.								
*** Low-income family is defined as those families whose incomes do not exceed 80 percent of the median family income for the area.								
The 2021 HUD Income Limits for CDBG are effective June 1, 2021								

Performance Measures: To meet the CDBG National Goal of serving Low to Moderate Income residents and St. Johns County's opportunity to provide the needed public services, Girl Scouts of Gateway Council's Community Development Troops Program addresses the needs of St. Johns County economically disadvantaged girls. The following five performance measures will ensure a 360 degree approach at evaluation and data collection.

1. Find out if an impact was made on the girls served
2. Obtain feedback from the girls and troop facilitators
3. Maintain control over the project (evaluations often take place at various points in the plan allowing for corrections)
4. Make changes in the program mid-stream, if necessary, to ensure the program's success
5. Collect school reports on girls' on-time graduation rates

By developing friendships, mentors and connectedness to their community, school and local home environments, on-time grade promotion will increase. Through Girl Scouts, girls in St. Johns County will increase knowledge and exhibit behavior change that will provide them with greater opportunities in the future. The Community Development Troops Program - St. Johns County will empower girls to build good character, life, social and leadership skills. The girls will be well-positioned to succeed in life and will more likely be able to break the cycle of poverty.

Approved Grant 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 a signed agreement between the County and the Subrecipient January 2022 – June 2023. The budget for the GSGC Community Development Troops Program - St. Johns County is limited to the following:

Line Item	CDBG
2 Part-time Troop Facilitators: \$15/hr. x 17/hrs. week x 40 weeks x 2 staff	\$20,400
Benefits (FICA, Health Insurance, etc.)	\$2,500
Girl Scout Membership Fees that include medical insurance: \$25/girl x 150 girls	\$3,750
Supplies (Program workbooks, program supplies, and badges): \$35/girl x 150 girls	\$5,250
Food (Snacks during after school programs): \$5/girl x 150 girls	\$350
Travel (Facilitators to attend troop meetings and transportation rentals for field trips)	\$1,500
Total	\$33,750

Background Checks: It shall be the responsibility of the Subrecipient to obtain a Level 2 Background Check for all Project employees hired to provide direct services to children. All Project employees must be cleared for work prior to the effective date of this Agreement. Background Checks must be renewed every five years. Any Project employee's Background Check that will expire during the term of this Agreement shall obtain an updated FBI Background Check prior to the expiration of the original Background Check. Any Project employee's Background Check that expires shall be ineligible to provide direct services to children until the Project Employee obtains an updated Background Check. The Subrecipient is responsible for maintaining all records regarding background checks and making those records available to the County, upon request.

Project Files: The Subrecipient shall establish a physical file on each project participant household, consistent with the procedures set forth by the United States Department of Housing and Urban Development. To the extent required by HUD, the file will include documentation of the eligibility of the participant household, including family size, income level, 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.

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 6 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.

**U.S. Department of Housing and Urban Development
Community Planning and Development
Community Development Block Grant (CDBG)**

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
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Beneficiary Information

Last Name:	Beneficiary ID (if applicable):
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Member Information

First Names:	Member IDs (if applicable):	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; CH = Co-Head of Household; DIS = Person with disabilities; 62+ = Person 62 years of age or older; S≥18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; <15 = Minor under the age of 15 years

Contact Information

Address Line 1:	City:
Address Line 2:	State: Zip Code:

Income Information

Annual gross income (total of all members) = \$ _____

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE

EXHIBIT B: REIMBURSEMENT REQUEST

Reporting Period: _____

Agency: Girl Scouts of Gateway Council
Community Development Troops - Saint Johns County

Address: 7077 Bonneval Road, Suite 420
Jacksonville, Florida 32216

Phone: 904.421.2484

Mail to: Kym D. Johnson, MPA, CDBG - Housing Program Specialist
Housing and Community Development/Health and Human Services
200 San Sebastian View, Suite 2300
St Augustine, FL 32084

Per contract entered into by St. Johns County and Girl Scouts of Gateway Council, this payment request is based on actual budgeted expenses during this reporting period. Attached is the monthly program expenditure report with narrative.

Please remit payment for the following month of service: _____ 20____

Total Requested Payment: \$ _____

I certify that all services on this report have been performed in compliance with applicable statutes and regulations and in accordance with the St. Johns County contract with Girl Scouts of Gateway Council.

See Exhibit G: AUTHORIZATION SIGNATURE CARD

[Empty box for Name of Authorized Representative]

Name of Authorized Representative - Girl Scouts of Gateway Council

[Empty box for Signature of Authorized Representative]

Signature of Authorized Representative - Girl Scouts of Gateway Council

[Empty box for Date]

Date

For St. Johns County Use Only:
Certified by:
Date:
Authorized by:
Date:

Girl Scouts of Gateway Council Community Development Troops - Saint Johns County			Reporting Period:	
Expense:	Approved Program Budget:	Monthly Expenditure Amount:	Total Expenditures To-date:	Budget Remaining:
TOTAL EXPENSES				

Must be based on actual budgeted expenditures during reporting period.		Must be accompanied by receipts and timesheets.
EXPENSE:	Expenditure Amount:	JUSTIFICATION NARRATIVE : (include a specific reference to the prior approval given by the County for each expense)

EXHIBIT C: MONTHLY PROJECT SUMMARY

Girl Scouts of Gateway Council Community Development Troops - Saint Johns County				Reporting Period:		
New Participants Entering the Program: Use HUD Race and Income Level definitions on the next page, expand the number of rows as needed.						
Client ID:	Enter Date:	Race:	Hispanic/Latino (Yes or No):	Female Head of Household (Yes/No)	Income Level:	Number of Persons in Household:
List program highlights, participant achievements, and verified learning gains of participants for the month:						
List media mentions of the PROJECT, include urls when applicable, or attach copies of media material:						
List mentions of St. Johns County as the recipient of the CDBG grant from HUD:						
List PROJECT needs, problems, or lack of progress encountered this month:						
List requests for technical assistance made to St. Johns County this month:						
Additional Information:						
I certify that all services on this report have been performed in compliance with applicable statues and regulations, and in accordance with the approved St. Johns County contract.						
Name of Authorized Representative			Signature of Authorized Representative			
Date:			All data provided on this form should be verifiable with records in participant files, payroll logs, and other documents generated by or maintained by the Subrecipient, for a period of six years after the closeout of this grant and available for audit at any time. On this report, individual participants should be identified solely by an assigned participant number.			

EXHIBIT D: CDBG LIST OF BENEFICIARIES

Client's Last Name or Case Number	New Client	Previously Assisted	Race	Income Level			Address	Date Assisted	Eligibility Docs
				EL	VL	L			
1.									
2.									
3.									
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44.									

**EXHIBIT F: Proposed Title I School Locations for
Community Development Troops**

1. OSCEOLA ELEMENTARY SCHOOL
1605 Osceola Elementary Rd, St. Augustine, FL 32084
2. THE WEBSTER SCHOOL
420 North Orange Street, St. Augustine, FL 32084
3. OTIS A. MASON ELEMENTARY SCHOOL
207 Mason Manatee Way #9373, St. Augustine, FL 32086
4. KETTERLINUS ELEMENTARY SCHOOL
67 Orange St, St. Augustine, FL 32084
5. SOUTH WOODS ELEMENTARY SCHOOL
4750 FL-206, Elkton, FL 32033

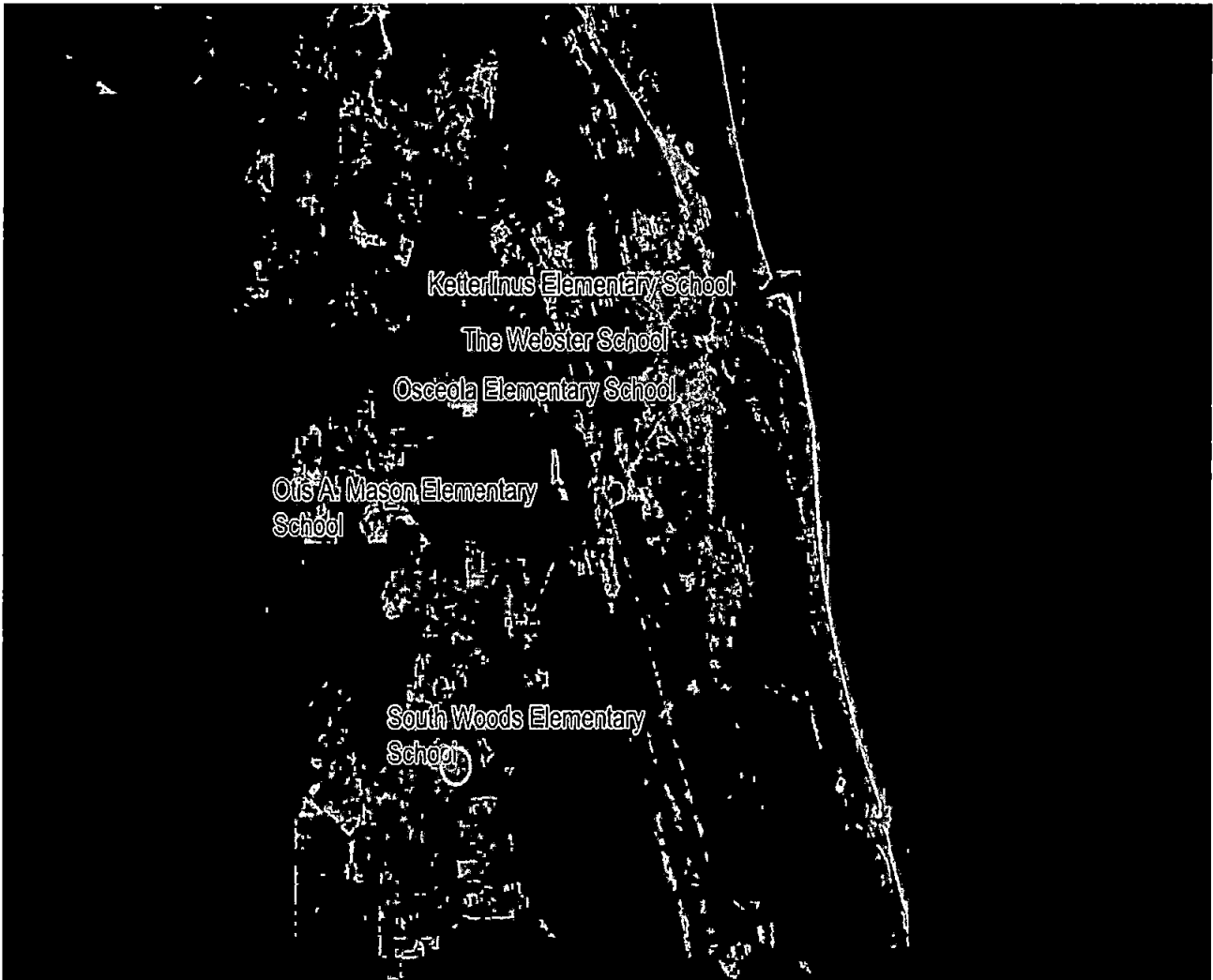


EXHIBIT G: Authorizing Resolution 2021-299

RESOLUTION NO. 2021-299

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO SUBMIT TO THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT THE 2021-2025 CONSOLIDATED PLAN, FY 2021-2022 ANNUAL ACTION PLAN, SF-424 UNIVERSAL APPLICATION AND CERTIFICATES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT.

RECITALS

WHEREAS, the US Department of Housing and Urban Development (HUD) provides annual grants on a formula basis through the Community Development Block Grant (CDBG); to entitled counties to develop viable urban communities by providing decent housing, suitable living environments, and economic opportunities, principally for low and moderate income persons; and

WHEREAS, HUD requires entitlement counties that receive CDBG funding to prepare a Consolidated Plan that provides strategic goals and guidance on how the local CDBG program will operate for a period of five years, as well as Annual Action Plans that indicate the annual planning that will foster the achievement of the strategic goals of the Consolidated Plan; and

WHEREAS, St. Johns County has prepared a 2021-2025 Consolidated Plan, with input from community stakeholders and citizens, and a FY 2021-2022 Annual Action Plan, for which the HUD funding allocation is \$1,030,151.00; and

WHEREAS, the Housing and Community Development Division is requesting the Commission's approval of the 2021-2025 Consolidated Plan and FY 2021-2022 Annual Action Plan; and

WHEREAS, Housing and Community Development Division is requesting approval from the Commission to submit to HUD the 2021-2025 Consolidated Plan and FY 2021-2022 Annual Action Plan, SF-424 Universal Application and Certificates on or before August 16, 2021; and

WHEREAS, participation in the CDBG Entitlement Program serves a public purpose and is in the best interest of St. Johns county residents.

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

Section 1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners authorizes the Chair to execute the attached SF-424 Universal Application and Certificates on behalf of the County.

Section 3. The Board of County Commissioners authorizes the County Administrator, or his designee, to submit an approved CDBG FY 2021-2025 Consolidated Plan, FY 2021-2022 Annual Action Plan, SF-424 Universal Application and Certificates to HUD on or before August 16, 2021.

Section 4. The Board of County Commissioners grants authority for the County Administrator or his designee to implement, manage, and administer the approved HUD CDBG Entitlement Program.

Section 5. The Board of County Commissioners recognizes that approved projects are subject to the availability of funds and environmental review approvals, and authorizes the County Administrator or his designee to adjust projects that do not rise to the level of a substantial amendment, as defined in the St. Johns County Citizen Participation Plan, and to provide additional information to HUD as may be required.

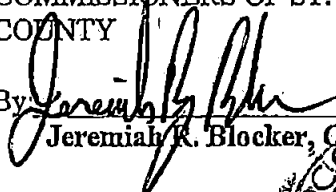
Section 6. The County Administrator or his designee is identified as the official representative of the Grantee to sign all appropriate sub-recipient agreements for the use of funds approved in the FY 2021-2022 Annual Action Plan or the October 20, 2021 – September 30, 2022 grant program year.

Section 7. 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.

Section 8. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County
this 20 day of July 2021.

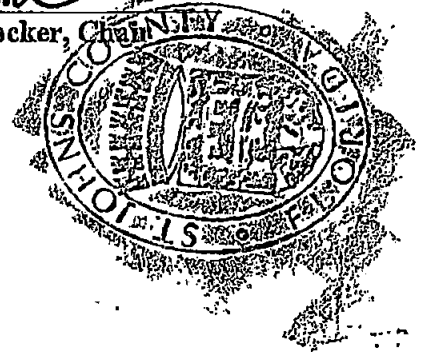
BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: 
Jeremiah R. Blocker, Chairman

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court and Comptroller

By: 
Deputy Clerk

RENDITION DATE 7/21/21



Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: Saint Johns County Board of County Commissioners		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 55-600825	* c. Organizational DUNS: 0732367390000	
d. Address:		
* Street1: 500 San Sebastian View	<input type="text"/>	
Street2:	<input type="text"/>	
* City: St. Augustine	<input type="text"/>	
County/Parish: St. Johns County	<input type="text"/>	
* State: FL: Florida	<input type="text"/>	
Province:	<input type="text"/>	
* Country: USA: UNITED STATES	<input type="text"/>	
* Zip / Postal Code: 32084-8686	<input type="text"/>	
e. Organizational Unit:		
Department Name: Health and Human Services	Division Name: Housing and Community Services	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Roberto	
Middle Name: Juan	<input type="text"/>	
* Last Name: Ortiz	<input type="text"/>	
Suffix:	<input type="text"/>	
Title: Housing and Community Services Manager		
Organizational Affiliation:		
<input type="text"/>	<input type="text"/>	
* Telephone Number: 904-827-6894	Fax Number:	
* Email: rortiz@sjcfl.us	<input type="text"/>	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

9: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

2021-2022 Annual Action Plan

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts If needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	1,030,151.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,030,151.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes," provide explanation in attachment.)

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

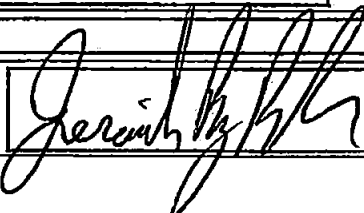
Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

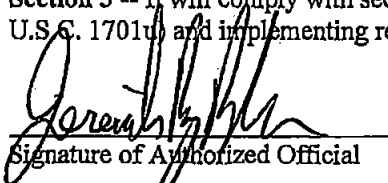
Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents 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.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.


Signature of Authorized Official

08/03/21
Date

St. Johns County Commissioner
Title



Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY-21-22, FY-22-23, FY-23-24 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

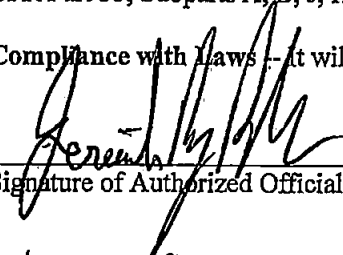
Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official

08/03/21
Date

St. Johns County Commissioner
Title



OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

N/A

Signature of Authorized Official

Date

Title

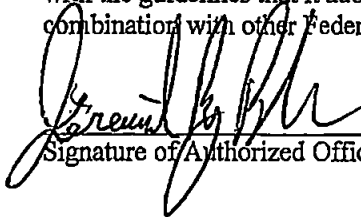
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;



Signature of Authorized Official

08/03/20
Date

St. Johns County Commissioner
Title



[View Burden Statement](#)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

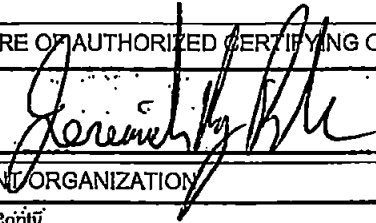
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chair, Board of County Commissioners
APPLICANT ORGANIZATION	DATE SUBMITTED
St. Johns County	08/03/01

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

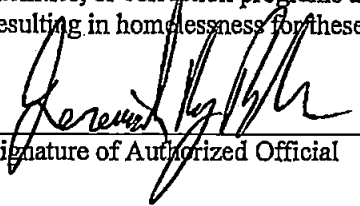
Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.



Signature of Authorized Official

08/03/21
Date

St. Johns County Commissioner
Title



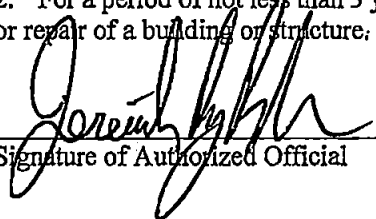
Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure;


Signature of Authorized Official

08/03/21
Date

St. Johns County Commissioner
Title



APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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. Code. 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.