

RESOLUTION NO. 2022-241

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FEDERALLY-FUNDED SUBAWARD AND FUNDING ASSISTANCE AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND UNITED WAY OF ST. JOHNS COUNTY, INC. DATED JULY 19, 2022 FOR DISTRIBUTION OF A SUB AWARD FROM THE AMERICAN RESCUE PLAN REVENUE FUND BUDGET.

WHEREAS, St. Johns County is a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and United Way of St. Johns County, Inc., hereinafter referred to as “UNITED WAY”; and,

WHEREAS, on May 10, 2021, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA), to provide emergency funding for eligible state, local, territorial, and Tribal governments, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery; and,

WHEREAS, on August 9, 2021, the COUNTY received the first appropriation of ARPA funding in the amount of \$25,704,716.50; and,

WHEREAS, on April 19, 2022, the COUNTY allocated seven million, three hundred sixty-five thousand, two hundred and seventeen 00/100 dollars (\$7,365,217.00) of ARPA funding and authorized staff to enter into negotiations with the UNITED WAY for a partnership agreement to administer a nonprofit grant program; and,

WHEREAS, the UNITED WAY requests and the COUNTY agrees, to provide funding to the UNITED WAY for the administration of an eligible nonprofit grant program under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein; and

WHEREAS, staff and the United Way have negotiated to draft an Agreement, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, on or about July 6, 2022, the UNITED WAY executed the Agreement; and,

WHEREAS, on July 19, 2022 the Agreement is effective and the Board of County Commissioners approves the distribution of seven million, three hundred sixty-five thousand, two hundred and seventeen 00/100 dollars (\$7,365,217.00) of ARPA funding, for the UNITED WAY’S eligible, to administer a nonprofit grant program for that ARPA funding, the Subaward Budget Period begins August 1, 2022 and ends June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:


Section 1. The County Administrator is hereby authorized to approve and execute a Contract regarding the American Rescue Plan Act UNITED WAY Subaward Funding Agreement by and between St. Johns County and United Way of St. Johns County, Inc. substantially in the form of that which is attached hereto.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

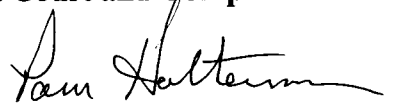
Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of July, 2022.

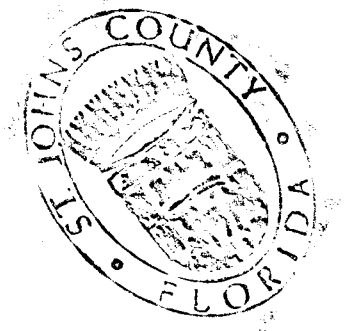
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Dean, Chair

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

By: 
Deputy Clerk

Rendition Date 7/21/22



**FEDERALLY-FUNDED SUBAWARD AND FUNDING ASSISTANCE
AGREEMENT**

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Name of sub-recipient: United Way of St. Johns County, Inc.

SAM Organization Identifier:

ARPA Project Unique identifier:

Federal Award Identification Number:

Federal Award Date: August 2021 (first payment/tranche received)

Subaward Period of Performance: Start Date: August 1, 2022

Subaward Period of Performance: End Date: June 30, 2024

Total Amount Obligated by this Action: Not to Exceed \$7,365,217.00

Total Federal Obligation by St. Johns:

County to Sub-recipient: (including this obligation) \$7,365,217.00

Total Federal Award Commitments by:

St. Johns County to Sub-recipient: \$7,365,217.00

Award is R&D: 0

Federal Award Program Description: On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to state, local, and tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (C.R.F.).

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency and restore jobs. The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- Support public health expenditures by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;

- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue by using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers by offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure by making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Federal awarding agency: **U.S. Department of Treasury**

Pass-through entity: **St. Johns County, FL**

CFDA number: -----

CFDA name: **Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)**

R&D designation: **Non-R&D**

Question about this sub-award call: Hunter Conrad, County Administrator (904) 209-0530

As required by Federal Regulations and the terms and conditions of this award, the applicant agrees to complete and sign this document to ensure that they are eligible for any future COVID-19 funding from St. Johns County. This also includes that the Sub recipient agrees to report any fraud, waste or abuse of these funds to St. Johns County Administration.

SUBRECIPIENT CONTRACT BETWEEN THE ST. JOHNS BOARD OF COUNTY COMMISSIONERS AND UNITED WAY OF ST. JOHNS COUNTY, INC.

THIS AGREEMENT is entered into by St. Johns County, a charter county and political subdivision of the State of Florida, herein referred to as COUNTY and **United Way of St. Johns County, Inc.** whose address is **117 Bridge St, Saint Augustine, FL 32084**, herein referred to as SUBRECIPIENT.

RECITALS

WHEREAS, St. Johns County is a body corporate and politic established under the Florida Constitution and the Laws of Florida, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in St. Johns County; and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021 and the United States President signed the American Rescue Plan Act into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations.

WHEREAS, St. Johns County accepted American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees, to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

Section 2. Term

This Agreement is effective on July 19, 2022 and ends on December 31, 2024 unless terminated earlier in accordance with this Agreement. The Subaward Period of Performance is from August 1, 2022 and ends on June 30, 2024. The Subaward Budget Period is from August 1, 2022 and ends on June 30, 2024.

Section 3. American Rescue Plan Act Funding

a. The American Rescue Plan (ARP) Act, Section 603(c)(1) of the Social Security Act, established the \$350 billion Coronavirus State and Local Fiscal Recovery Funds. The United States Department of Treasury made payments from the Fund to States and eligible units of local government. The American Rescue Plan Act requires that payments from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) only be used to cover expenses that: (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) To make necessary investments in water, sewer, or broadband infrastructure.

b. For the purposes this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub award. This Agreement is entered into based on the following representations:

i. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these grant funds per the funding requirements.

ii. The COUNTY received these funds from the Federal government, and the COUNTY has the authority to sub grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below.

iii. The COUNTY has authority to disburse the funds under this Agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not- to-exceed **\$7,365,217.00 for allocation, up to \$669,565.00 is available for eligible administrative expenses.** The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID- 19 during the Term. These funds must be spent in accordance with the guidance on the United States Treasury’s website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

c. The SUBRECIPIENT agrees to brand and promote this project exclusively between St. Johns County Government and United Way. Branding and promotion of subawarded projects associated with this SUBRECIPIENT agreement must be limited to St. Johns County Government, United Way, and the subawarded organization.

d. SUBRECIPIENT is required to review the United States Treasury’s website for updates to ensure compliance with the most updated CSLFRF guidance.

e. For each SUBRECIPIENT, the COUNTY will assess the risk to successfully fulfilling the project objective pertaining to this agreement. The results of subrecipient risk assessments will have an effect on the frequency and level of scrutiny during the monitoring process and may result in additional requirements being imposed on the SUBRECIPIENT.

f. The SUBRECIPIENT must comply with 2 CFR 200 for accounting standards and cost principles.

g. The SUBRECIPIENT must comply with COUNTY rules and 2 CFR 200 for conflicts of interest.

h. The SUBRECIPIENT and subaward subrecipients shall be responsible for indirect cost associated with this grant.

i. SUBRECIPIENT acknowledges that it has read, understands, will be bound by and agrees to have carried out, shall carry out, or cause to be carried out the terms, conditions, and services as described in the agreement attachments, including:

1. ATTACHMENT A: PROJECT DETAILS – Overview (Need and Response), eligible activities.

2. ATTACHMENT B: SCOPE OF WORK – Description of the SUBRECIPIENT’s and the COUNTY’s task, deliverables, timelines, and milestones. Additional United States Treasury scope requirements may be identified and required after the execution of this agreement.

3. ATTACHMENT C: PROJECT BUDGET – Summary of the project’s annual budget by expense category and budget justification by category.

4. ATTACHMENT D: REPORTING REQUIREMENTS – Description of the reporting requirements. Additional United States Treasury reporting requirements may be identified and required after the execution of this agreement.

5. ATTACHMENT E: EQUITY-BASED REQUIREMENT – Description of the project’s equitable design and implementation by addressing the program’s equity goals, awareness, access and distribution, and outcomes.

6. ATTACHMENT F: EVIDENCE-BASED REQUIREMENT – Description of the supporting evidence or evidence-producing strategy related the project selection, design, and implementation.

7. ATTACHMENT G: PAYMENT DRAWDOWN SCHEDULE

8. Award Payment: .

i. SUBRECIPIENT agrees to the ATTACHMENT G: PAYMENT DRAWDOWN SCHEDULE - All payments made under this Agreement shall be on an advance payment basis. These monies are from CFDA 21.027. The initial payment shall be made according to the payment schedule. Thereafter, payments will be made according to the schedule and request of payment, based on the anticipated grant Subawards to grant candidates.

ii. Requests for payment must include a certification, signed by an official who is authorized to legally bind the SUBRECIPIENT, which reads as follows:

iii. By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

iv. The COUNTY shall verify all documentation received prior to expending Funds under this Agreement and may request additional documentation, if needed. Payments will be made for expenditures that are eligible under the CSLFRF. The COUNTY retains the right to deny any requests for Funds under this Agreement if in the COUNTY’S sole discretion, the request is not for and documentation does not substantiate an eligible expenditure. However, the COUNTY’S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to use all reasonable methods for recapture of Funds if any representation made in the reimbursement requests, payment requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. SUBRECIPIENT shall also immediately notify the COUNTY should the SUBRECIPIENT become aware of any misrepresentation made in the reimbursement requests, payment requests, reporting, or supporting documentation is at any time false or misleading in any respect and provide all reasonable aid to allow the COUNTY to recapture Funds.

v. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.

vi. SUBRECIPIENT acknowledges that the COUNTY intends to award a portion of the CSLFRF funding to SUBRECIPIENT, and further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.

vii. SUBRECIPIENT will retain any equipment purchased with CSLFRF funding through December 31, 2026.

Section 4. Enforcement

SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT’S eligibility to receive the Funds. SUBRECIPIENT will use all reasonable methods for recapture of Funds if any representation made in the reimbursement requests, payment requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. SUBRECIPIENT

shall also immediately notify the COUNTY should the SUBRECIPIENT become aware of any misrepresentation made in the reimbursement requests, payment requests, reporting, or supporting documentation is at any time false or misleading in any respect and provide all reasonable aid to allow the COUNTY to recapture Funds. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Recapture of Expenses

a. Any funds that are not expended as authorized under this Agreement must be refunded to the COUNTY within fourteen (14) days of receipt of written notice provided by the COUNTY.

b. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the COUNTY must be made within fourteen (14) days of receipt of written notice for a refund provided by the COUNTY.

c. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to use all reasonable methods to recapture the funds for the COUNTY for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.

d. If requested by the COUNTY, all refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to St. Johns County and mailed directly to the COUNTY pursuant to Section 18 Notice and this Agreement.

e. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.

Section 6. Maintenance and Review of Records

SUBRECIPIENT shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Agreement to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CSLFRF funding as outlined in the United States Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, or as maybe amended, which, among other things, shall enable ready identification of SUBRECIPIENT'S cost of goods and use of funds. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until

completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as COUNTY may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200. Generally, records and financial documents must be maintained for five (5) years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

Section 7. Monitoring

The SUBRECIPIENT agrees to permit persons duly authorized by the COUNTY, the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the SUBRECIPIENT and/or interview any clients and employees of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the SUBRECIPIENT reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the SUBRECIPIENT of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the COUNTY will deliver to the SUBRECIPIENT a written report regarding the manner in which services are being provided. The SUBRECIPIENT will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the COUNTY with a reasonable and acceptable justification for not correcting the noted shortcomings. The SUBRECIPIENT’S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

Section 8. Audits

a. The COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to the SUBRECIPIENT and the COUNTY. When conducting an audit of the SUBRECIPIENT'S performance under this Agreement, the COUNTY must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

b. If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the COUNTY of all Funds not spent in accordance with these applicable Federal and State guidelines and this Agreement, within fourteen (14) days after the COUNTY has notified the SUBRECIPIENT of such non-compliance.

c. The SUBRECIPIENT shall perform an annual audit, the SUBRECIPIENT must have all audits completed by an independent auditor, which is defined in § 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the COUNTY no later than six (6) months from the end of the SUBRECIPIENT'S fiscal year.

d. The SUBRECIPIENT must send copies of reporting packages required under this paragraph directly to the COUNTY in accordance with Section 18 Notice.

e. Single Audit Requirements. SUBRECIPIENTS, that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

Section 9. Closeout

SUBRECIPIENT will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per CSLFRF compliance and reporting is five (5) years.

Section 10. Indemnification

a. SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may

hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the SUBRECIPIENT, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Agreement.

- b. The provisions of this Section 11 shall survive the termination of this Agreement.

Section 11. Termination

This Agreement may be terminated by the SUBRECIPIENT or the COUNTY at any time, with Cause or without Cause, upon not less than thirty (30) days prior written notice delivered to the SUBRECIPIENT as provided for in this Agreement or, at the option of COUNTY, immediately in the event that SUBRECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for costs incurred by SUBRECIPIENT after SUBRECIPIENT has received notice of termination. When an award is terminated, or partially terminated, the SUBRECIPIENT is still responsible for compliance with 2 CFR 200.

Section 12. Remedies

The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

Section 13. Equal Opportunity: Non-Discrimination

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.

Section 14. Governing Laws: Venue

This Agreement and terms and conditions shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in St. Johns County, Florida.

Section 15. Public Records Law

This Agreement, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. SUBRECIPIENT acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to SUBRECIPIENT, if a public records request is made for such information, and the COUNTY will not be liable to SUBRECIPIENT for such disclosure. Social security numbers are collected, maintained and reported by the COUNTY must

comply with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If SUBRECIPIENT believes that information in the Agreement, including attachments, contains information that is confidential and exempt from disclosure, SUBRECIPIENT must include a general description of the information and provide reference to the Florida Statute or other law which exempts such designated information from disclosure in the event a public records request is made. The COUNTY does not warrant or guarantee that information designated by SUBRECIPIENT as exempt from disclosure is in fact exempt, and if the COUNTY disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT -- Office of the County Attorney, Attention: Public Records Custodian, 500 San Sebastian View, St. Augustine, Florida 32084-8686, Email: publicrecords@sjcfl.us. Phone 904-209-0805, <http://www.Sjcfl.us/OpenGovernment>.

Section 16. Independent Contractor

SUBRECIPIENT acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of COUNTY. In no event shall any provision of this Agreement make COUNTY liable to any person or entity that contracts with or provides goods or services to SUBRECIPIENT in connection with this Agreement. There is no contractual relationship, either express or implied, between COUNTY or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to SUBRECIPIENT as a result of this Agreement.

Section 17. Compliance with Applicable Laws

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including, but not limited to, Florida's Public Records Act, Chapter 119, Florida Statutes and specifically including, but not limited to ARPA rules and guidance and 2 CFR 200.

Section 18. Notice

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (1) hand delivered to the persons designated below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:
Hunter Conrad

County Administrator for St. Johns County, Florida
500 San Sebastian View
St. Augustine, Florida 32084
(904) 209-0530

As to SUBRECIPIENT:

United Way of St. Johns County, Inc.
Joe H. Pickens, Chairman of the Board
117 Bridge Street
Saint Augustine, FL 32084

Section 19. Risk Management

a. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, SUBRECIPIENT shall protect, defend, indemnify, save and hold the COUNTY, the BOCC, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the SUBRECIPIENT resulting from the SUBRECIPIENT'S work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the SUBRECIPIENT'S performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the COUNTY, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, SUBRECIPIENT hereby agrees to indemnify the COUNTY for all reasonable expenses and attorney's fees incurred by or imposed upon the COUNTY in connection therewith for any loss, damage, injury, liability or other casualty. SUBRECIPIENT additionally agrees that the COUNTY may employ an attorney of the COUNTY's own selection to appear and defend any such action, on behalf of the COUNTY, at the expense of the SUBRECIPIENT. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity.

b. The SUBRECIPIENT further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the SUBRECIPIENT and not of the COUNTY.

1. Insurance Requirements

Insurance – Nonprofit SUBRECIPIENTs

i. The SUBRECIPIENT agrees to secure and maintain the insurance coverage outlined below during the term of this contract. The SUBRECIPIENT agrees that this insurance requirement shall not relieve or limit SUBRECIPIENT'S liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the SUBRECIPIENT'S interests or liabilities, but are merely

minimums. It is the responsibility of the SUBRECIPIENT to ensure that all subcontractors comply with the insurance requirements.

ii. Certificate(s) of Insurance *naming St. Johns Board of County Commissioners as Certificate Holder and additional insured* will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: St. Johns Board of County Commissioners, P.O. Box ____, St. Augustine, FL 32084. Certificate(s) must be provided for the following coverages at the time of contract execution and upon policy renewal. Renewal certificates are due to the COUNTY on or before expiration date.

2. Workers' Compensation– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:

- i. \$100,000 per accident
- ii. \$500,000 disease limit
- iii. \$100,000 disease limit per employee

3. Commercial General Liability – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

- i. \$500,000 bodily injury per person (B.I.)
- ii. \$1,000,000 bodily injury per occurrence (B.I.)
- iii. \$500,000 property damage (PD) or
- iv. \$1,000,000 combined single limit (C.S.L.) of B.I. and P.D.

4. The General Liability Policy Certificate shall name "St. Johns County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The SUBRECIPIENT agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

5. Business Auto Liability – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:

- i. \$100,000 bodily injury per person (B.I.)
- ii. \$300,000 bodily injury per occurrence (B.I.)
- iii. \$100,000 property damage (PD) or
- iv. \$300,000 combined single limit (C.S.L.) of B.I. and P.D.

6. Directors & Officers Liability – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.

7. Fidelity Bonding – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

8. Insurance – Government/Municipality

9. Documentation of the above coverage requirements are not applicable to government/ municipalities that are self-insured.

Section 20. Disclaimer of Third-Party Beneficiaries

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement, because of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Dispute Resolution

a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

b. In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for St. Johns County, Florida, which is the sole venue for any such civil action.

Section 22. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

Section 23. Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

Section 24. Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 25. Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the SUBRECIPIENT expressly for that purpose.

Section 26. Entire Agreement

a. It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

b. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

{Remainder of the page intentionally left blank. Signatures to follow.}

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: United Way of St. Johns County, Inc.

BY: _____
Signature Date

Joe H. Pickens, Chairman of the Board

ATTEST:
BRANDON J. PATTY, CLERK

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: _____
Deputy Clerk Chair

BY: _____
Henry Dean, Chair

APPROVED AS TO FORM FOR THE RELIANCE OF ST. JOHNS COUNTY ONLY

BY: _____
County Attorney's Office

ATTACHMENT A: PROJECT DETAILS

Overview

The COUNTY believes the public interest will be best served by ensuring that St. Johns County nonprofit human services providers have the resources and organizational capacity to sustain their temporary emergency assistance, supportive services, and community engagement programs to St. Johns County residents; and that the nonprofit human services providers can support operations through future negative impacts like those resulting from the COVID-19 pandemic. The development of the program defined in this contract is essential because it will establish a means to provide funding to nonprofits to respond to the direct negative impact of the COVID-19 pandemic on the community. Along with direct services, the program will also fund operational enhancements.

The COUNTY recognizes that administering the Grant Program will require the SUBRECIPIENT to increase its organizational capacity and may require an increase in operating costs; these are allowable expenses.

Project Description

The SUBRECIPIENT will administer the St. Johns County and United Way Nonprofit Human Services Grant Project. The COUNTY will allocate to the SUBRECIPIENT a budget not to exceed Seven Million Three Hundred Sixty-five Thousand Two Hundred and Seventeen Dollars (\$7,365,217.00). The Program consists of:

St. Johns County/United Way Nonprofit Human Services Grant Project, the "Grant Project", wherein the SUBRECIPIENT will administer the COUNTY's Nonprofit Human Services Grant Notice of Funding Available and associated Coronavirus State and Local Fiscal Recovery Funds, CSLFRF, activities for grants to St. Johns County Human Service nonprofits to provide approved projects that respond to COVID- 19 for American Rescue Plan Act, ARPA, expense categories: EC1- Public Health, EC2- Negative Economic Impacts, and EC3- Services to Disproportionately Impacted Communities.

Capital Project may not be funded through grants associated with this agreement.

Eligible Activities for Projects granted under this agreement.

A. Project(s) direct services must follow the restrictions from U.S Treasury rules and fit within the ARPA expense categories: E1: Public Health, EC2: Negative Economic Impacts or EC3: Services to Disproportionately Impacted Communities. The enumerated list below are allowable expenses categories under this agreement.

Expenditure Category	
1: Public Health	
1.01	Covid-19 Vaccination
1.02	Covid-19 Testing

1.03	Contract Tracing
1.04	Prevention in Congregate Settings
1.05	Personal Protective Equipment
1.06	Medical Expenses
1.07	Other Covid-19 Public Health Expenses
1.09	Covid-19 Assistance to Non-Profits
1.11	Community Violence Interventions
1.12	Mental Health Services
1.13	Substance Abuse Services
1.14	Other Public Health Services
2: Negative Economic Impacts	
2.01	Household Assistance: Food Programs
2.02	Household Assistance: Rent, Mortgage, and Utility Aid
2.03	Household Assistance: Cash Transfers
2.04	Household Assistance: Internet Access Programs
2.10	Assistance to Unemployed or Underemployed (e.g. Job Training, etc.)
2.11	Healthy Child Environments: Child Care
2.12	Healthy Child Environments: Home Visiting
2.13	Healthy Child Environments: Services to Foster Youth or Families involved in Child Welfare System
2.14	Healthy Child Environments: Early Learning
2.15	Long Term Housing Security: Affordable Housing
2.16	Long Term Housing Security: Services to Unhoused Persons
2.17	Housing Support: Housing Vouchers and Relocation Assistance
2.18	Housing Support: Other Housing Assistance
2.19	Social Determinants of Health: Community Health Workers or Benefits Navigators
2.21	Medical Facilities for Disproportionately Impacted Communities
2.22	Strong Healthy Communities: Neighborhood features that promote health and safety
2.23	Strong Healthy Communities: Demolition and Rehab of Properties
2.24	Addressing Educational Disparities: Aid to High-Poverty Districts
2.25	Addressing Educational Disparities: Academic, Social, and Emotional Services
2.26	Addressing Educational Disparities: Mental Health Services
2.27	Addressing Impacts of Lost Instructional Time
2.28	Contributions to UI Trust Funds
2.30	Technical Assistance to Small Businesses for Counseling or Business Planning
2.32	Small Business Incubators and start up expansion assistance
2.33	Enhanced Support to Microbusinesses

2.34	Assistance to Impacted Non-Profit Organizations
2.37	Economic Impact Assistance: Other
2.38	Household Assistance: Eviction Prevention
2.39	Educational Assistance Other
2.40	Healthy Childhood Environments: Other
2.41	Social Determinants of Health: Other

* Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions.

^ Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities.

County grants the Subrecipient the authority to limit the categories above in their application process and to add additional categories to the list above should legislative guidance create more categories at the national level.

B. Criteria for Project in Specific Expense Categories

(See Final Rule for more details)

31 CFR 35.6(b) - Final Rule starting at p. 414

Considerations for EC 1 projects: p.418 Behavioral Health Care. “Behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment; and...”

Considerations for EC 2 projects - See also p. 24 of the Final Rule, which states: “The final rule maintains the standard articulated in the interim final rule. For clarity, the final rule re-articulates that when assessing whether a program or service is an eligible use to respond to the negative economic impacts of the COVID–19 public health emergency, Treasury will consider the two eligibility requirements discussed below.

First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID–19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID–19 public health emergency. This approach is consistent with the text of the statute, which provides that funds in this category must be used to “respond to the public health emergency with respect to... its negative economic impacts.” ...

...“Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact. This approach is consistent with the text of the statute, which provides that funds may be

used to “respond to” the “negative economic impacts” of the public health emergency “including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.” The list of potential responses (“assistance” or “aid”) suggests that responses should address the “negative economic impacts” of particular types of beneficiaries (e.g., households or small businesses).”

Considerations for EC 3 projects- See also p. 36 of the Final Rule, which states:

Not Applicable to Saint Johns County.

C. Equity Outcomes Requirements

The SUBRECIPIENT will evaluate the training and technical support of applicants and Subaward Subrecipients to ensure that their projects are designed with "equity in mind", as defined in **ATTACHMENT E – Equity-based Requirements**. The U.S. Treasury encourages the use of funds that promote robust and equitable economic opportunity and equity for disproportionately affected groups and communities.

The SUBRECIPIENT will ensure that the applicants’ proposals describe and validate an equity-minded focus for disproportionately affected groups and communities.

D. Evidence-based Requirements

The SUBRECIPIENT will provide applicant and Subaward Subrecipients the training and technical support to understand evidence-based or evidence-producing projects as outlined in **ATTACHMENT F – Evidence-Based Requirements**. The U.S. Treasury requires that program funds be used to support evidence-based or evidence-producing interventions.

ATTACHMENT B: SCOPE OF WORK

1. Task: Project Planning

The SUBRECIPIENT, in collaboration with COUNTY staff, will develop a comprehensive project plan for the grant project. This plan shall serve as the “go-to” reference for project documentation. The SUBRECIPIENT and the COUNTY shall agree upon each aspect of the project plan before its implementing.

To the extent possible, the project plan shall be presented as a single document that includes the project components below. Additional details regarding most of these components are provided as separate deliverable in the Scope of Work.

Additionally, the SUBRECIPIENT shall require subaward Subrecipients to develop project plans that model this Project Planning task.

Project Plan Components:

- Project Description and Logic Model;
- Project process model, process description, and procedure;
- Procurement policy and process;
- Payment Request Process and procedure (BOCC to SUBRECIPIENT, and SUBRECIPIENT to Subaward Subrecipient);
- Evidence-based Documentation;
- Equity-based Documentation;
- Project/Program Policy and Procedures;
- Sequential List of Project Key Activities, Milestones, and Timeline.
- Project Budget, including use of staff;
- Project Performance Management Plan related to Subaward Subrecipient Agreements;
- Project Data Management and Report;
- Project Monitoring Process.

2. Task: Project Budget

The SUBRECIPIENT will maintain a Project Budget and Financial Accounting System. The SUBRECIPIENT will develop and maintain a project budget summary that shows annual and quarterly proposed, obligated and actual expenses. The accounting system must be capable of tracking all project related expenditures and supporting documentation.

Deliverables:

Quarterly and Annual Project Budget and Financial Report

3. Task: Payment Drawdown Requests

As necessary, the SUBRECIPIENT, will issue to the COUNTY Payment Drawdown Request as outline in Attachment G. Proof of compliance must be included with back-up/supporting documentation. The Payment Request must be submitted with an **authorized** signature and required.

Upon execution of this agreement, County shall provide payment for the Subrecipient request for administrative expenses for the period of award to June 30, 2023. On July 1, 2023, County shall provide payment for the Subrecipient request for administrative expenses for the period between July 1, 2023 to June 30, 2024 which would include compensation for all of Subrecipients expenses in this Agreement. Those expenses are budgeted in Attachment C.

Subaward funding shall be provided after formal adoption of the subaward list. The County will provide fifty percent (50%) of the funding at that time and the remaining fifty percent (50%) of the funding shall be provided on or around October 1, 2023.

SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

Deliverables:

Payment drawdown requests and supporting documentation

4. Task: Issue a Notice of Funding Availability (NOFA) for the Grant Program.

The SUBRECIPIENT in collaboration with the COUNTY will issue a NOFA for the grant program. The NOFA will define the program elements including the application process, organizational eligibility, project eligibility, performance requirements guidance, reporting requirements and, grant payment process. The NOFA will be advertised to maximize outreach to nonprofits that serve disproportionately affected groups and communities. The COUNTY will provide the SUBRECIPIENT a NOFA template that may be customized to meet the needs of the program.

Capital Projects may be allowed by a decision of the steering committee. If any Capital Projects are budgeted by the SUBRECIPIENT, Capital Project agreements will be handled by a separate agreement between the County and subawarded recipient.

Deliverables:

NOFA Documents Communication Plan

5. Task: Host Grant Workshops

Pre-Grant workshop(s) will be provided for applicants to explain the NOFA and grant project requirements.

Deliverables:

Provide workshop dates, a copy of materials used in workshops, and list of attendees
Communication plan for the workshops

6. Task: Develop and Use an Online Application System

The SUBRECIPIENT shall develop an online application that minimizes paper document management. Ideally, the system will provide an auditable process that enables applicants and Subaward Subrecipients to add, update, and review data; review application status; upload documents, and report performance. The SUBRECIPIENT has the latitude to request additional information as necessary to evaluate proposal and organizational risk.

Applicant proposal will include the following (Required):

- a. Applicant General Information;
- b. Risk assessment questions and document request;
- c. Description of the effects of COVID-19 on EC1- Public Health, EC2- Negative Economic Impacts, or EC3- Services to Disproportionately Impacted Communities);
- d. Description of how the proposed project responds to the effects of COVID-19
- e. Project Logic Model;
- f. Communication Plan with specific emphasis to maximize outreach to negatively impacted and disproportionately affected groups and communities;
- g. Project Budget using provided template;
- h. Staffing Plan;
- i. Sequential list of project activities or Process workflow (with descriptions);
- j. Project Policy and Procedures;
- k. Project Timeline or Schedules; and
- l. Performance Required Metrics.

Deliverables:

- Online application system with instructions for acquiring an account, log in, features, and completing an application.
- Online application with required questions

7. Task: Provide Applicants and Subaward Subrecipient Resources and Technical Assistance to ensure CSLFRF-ARPA compliance

- a. The SUBRECIPIENT will provide technical assistance regarding federal grant requirements.
- b. The SUBRECIPIENT will work with each subaward subrecipient to review, develop, and modify effective project performance metrics (key outputs and outcomes).

Deliverables:

Copy of subaward subrecipient agreements demonstrating federal compliance and performance requirements.

8. Task: Administer a Proposal Review and Recommendation Process –

- a. The SUBRECIPIENT will document and implement a process for receiving and confirming the receipt of grant proposals. In addition, the SUBRECIPIENT will provide applicants with a means to know where their application is in the review process.

b. The SUBRECIPIENT will document and implement a transparent proposal review process to address CSLFRF and ARPA eligibility, organizational risk, subrecipient vs. vendor determination check, COVID-19 impact and proportional response, project budget, equity responsiveness, evidence-producing or based, logic model including performance measures and outcomes, data management system description, and effective management outcome metrics.

c. The County will review how the grant will be utilized for compliance with the Final Rule. Reasons for determining a proposal ineligible should be documented and communicated to the applicant in writing. (If capital projects are allowed and budgeted, then those awards would go to the Board for award and County monitoring)

d. The SUBRECIPIENT will provide an appeal process for applicants to correct proposals - The SUBRECIPIENT will build into their proposal review process the means for applicants, within a reasonable timeframe, to correct, improve and negotiate requirement and performance metrics of their proposal.

Deliverables:

- Policy and procedure document regulating the review and recommendation process.
- Application review rubric for evaluating applications
- Scoring data with methodology for applicant ranking
- Summary report of application process including but not limited to number of applicants, number of approved applications, notable problems and solutions, and application alignment with community

9. Task: Notify Awardees, Execute Subaward Subrecipient Agreements, and Distribute Awards

a. The SUBRECIPIENT will develop and enter into Subaward Subrecipient agreements for the approved projects. The SUBRECIPIENT will provide a template that can be used for developing subaward subrecipient agreement.

b. After the Subaward Subrecipient Agreements are executed, the SUBRECIPIENT will distribute the grant awards. When possible, the SUBRECIPIENT should use Electronic Funds Transfer as the payment method in compliance with the Electronic Funds Transfer Act.

Deliverables:

- Report of notification of subawards
- Draft copies of subrecipient agreements for approved project
- Copy of executed subrecipient agreements
- Report of award distribution

10. Task: Project Monitoring

a. The SUBRECIPIENT shall cooperate with the COUNTY's monitoring of the Grant project by making the necessary staff and project records available.

- b. The SUBRECIPIENT shall use a risk assessment process to evaluate project risk.
- c. The SUBRECIPIENT should develop a monitoring process and monitor its Subaward Subrecipient to ensure compliance. Projects that are at risk of non-performance or non-compliance shall be identified and provided technical assistance.
- d. The SUBRECIPIENT shall assist the Subaward Subrecipient in developing written correction and improvement plans to resolve project deficiency and compliance concerns.
- e. The SUBRECIPIENT shall give a written quarterly monitoring report of all projects.
- f. The SUBRECIPIENT shall make the COUNTY aware of any project deemed at-risk of non-performance or non-compliance.
- g. When a project is deemed non-performing or incapable of expending its grant allocations as specified in its Subaward Subrecipient agreement, the SUBRECIPIENT may ask the COUNTY to repurpose the funds.

Deliverables:

- Policy and procedure for risk assessment and project monitoring
- Copy of Risk assessment reports and monitoring plan
- Monitoring Reports – monitoring report shall include the area of evaluation, observation and finding, recommendation and subaward subrecipient response.

11. Task: Ensure Project Data Collection and Reporting - The SUBRECIPIENT will document its data collection and reporting methodology for the GRANT project and its Subaward Subrecipients. The SUBRECIPIENT will collect, compile, and report the project information in ATTACHMENT D to the COUNTY, including project performance, expenses, equity data, and learning. In addition, the COUNTY may ask the SUBRECIPIENT to collect other data as Treasury clarifies reporting and compliance requirements.

Beside the required project financial, performance, and other required information, reports should include other information that demonstrate the project effectiveness and lesson learned.

Deliverables:

Submit Project performance and financial report according to schedule including:

- SUBRECIPIENT'S Quarterly Report (Self-Report-financial and performance)
- SUBRECIPIENT'S Subaward Quarterly Project Reports (financial & performance)
- SUBRECIPIENT'S Annual Report (Self-Report-financial and performance)
- SUBRECIPIENT'S Subaward Annual Project Reports (financial and performance)

ATTACHMENT C: PROJECT BUDGET

Use the template below to provide a projected project budget to execute your project. The same template should be used for reporting obligations and expended funds. Budget should be submitted as a spreadsheet document.

Budget Category	Description	Projected Cost	Obligated Exp.	Expended Exp.	Balance
Budget Date:					
Project Specific Revenue					
General Organizational Revenue					
Contributions					
Foundations/Corporate Grants					
Special Events					
Grants from Government	American Rescue Plan	\$3,682,609			
Membership Dues Received					
Program Service Fees from clients					
Miscellaneous Income					
Total Income		\$3,682,609			

Expenses					
Salaries	See exhibit 1	\$242,609			
Employee Benefits	See exhibit 1	\$12,927			
Insurance (non-personnel)		\$5,197			
Payroll Taxes		\$19,124			
Professional Fees	Single Audit required due to ARPA grant funding amount	\$15,000			
Supplies		\$1,300			
Telephone/Internet		\$3,330			
Postage & Shipping					
Occupancy (Building, Grounds)		\$13,745			

Equipment, Technology & Maintenance	Computers with software and hardware setups for 2 employees SeaBrooks EImpact Software and report creation DropBox Zoom DocuSign AcroPro GuideStar	\$13,433			
Printing, Publications, Marketing		\$1,000			
Travel/Transportation		\$250			
Training and Development	ARPA-specific training and software training for ARPA personnel; single audit training for finance personnel	\$4,000			
Conferences & Meetings		\$1,300			
Assistance paid-out for Individuals/Organizations					
Organization Dues Paid, Professional Services		\$252			
Awards & Grants Paid-out	Direct Service Grants Budget: Year 1 Allocations	\$3,347,826			
Miscellaneous Expenses		\$1,248			
Total Expense Award – June 30, 2023		\$3,682,539			

Budget Category	Description	Projected Cost	Obligated Exp.	Expended Exp.	Balance
Budget Date:					
Project Specific Revenue					
General Organizational Revenue					
Contributions					
Foundations/Corporate Grants					
Special Events					
Grants from Government	American Rescue Plan	\$3,682,609			
Membership Dues Received					
Program Service Fees from clients					
Miscellaneous Income					
Total Income	American Rescue Plan	\$3,682,609			

Expenses					
Salaries	See exhibit 1	\$249,887			
Employee Benefits	See exhibit 1	\$13,314			
Insurance (non-personnel)		\$5,323			
Payroll Taxes		\$19,698			
Professional Fees	Single Audit required due to ARPA grant funding amount	\$15,000			
Supplies		\$1,339			
Telephone/Internet		\$3,430			
Postage & Shipping					
Occupancy (Building, Grounds)		\$14,157			
Equipment, Technology & Maintenance	See description detail in Year 1- Ongoing subscription and	\$9,647			

	maintenance costs				
Printing, Publications, Marketing					
Travel/Transportation		\$250			
Training and Development					
Conferences & Meetings		\$1,300			
Assistance paid-out for Individuals/Organizations					
Organization Dues Paid, Professional Services					
Awards & Grants Paid-out	Direct Service Grants Budget: Year 2 Allocations	\$3,347,826			
Miscellaneous Expenses		\$1,507			
Total Expense July 1, 2023 - June 30, 2024		\$3,682,678			

Total Income	American Rescue Plan	\$7,365,217			
Total Expenses		\$7,365,217			
Surplus/Deficit		\$0			
Total Grants		\$6,695,652			
Total Administrative Fee		\$669,565			
Total Administrative Expenses		\$669,565			

ATTACHMENT D: REPORTING REQUIREMENTS
(Example)

Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires or St. Johns County identifies during the project.

1. Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Additional Information – ATTACHMENT E: EQUITY-BASED REQUIREMENT

2. Community Engagement: Describe your communication, outreach, and engagement plan to make participants and the community aware of your project. Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.

3. Evidence Based or Evidence Producing: If the project is an **evidence-based** practice, identify the source(s), the level of evidence, and explain how this project incorporates this principle. Reporting due per Subaward Subrecipient project as applicable.

If the project is an **evidence-producing** practice, identify related source(s) of your hypothesis and state your hypothesis clearly. Outline how evidence will be collected to validate that it presents as evidence-producing.

ATTACHMENT F: EVIDENCE-BASED REQUIREMENT
Additional Information

See Treasury's Compliance and Reporting Guidance State and Local Fiscal Recovery Fund, <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

4. One-Time Reporting CONSIDER MIN REPORTING REQUIREMENT

Organization Information - Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.
Organization Name
Business Type (IRS classification)
Nonprofit type (IRS classification)
IRS Determination Letter (if applicable, for nonprofits)
Tax ID #
SAMS #
Address (Physical)
Address Line 2
City, State, ZIP Code
Name of Organization's Main Contact
Phone (Main contact)
Email (Main contact)
Name of Person Responsible for this project.
Phone (Project contact)
Email (Project contact)
Organization Website URL
Provide a SHORT summary of your organization's mission.
Board member roster (Required for nonprofits.)
IRS Form 990 or equivalent (Required for nonprofits.)
Statement of Profit & Loss (Most recent year ended profit & loss comparative to prior year; not the auditor's report.) (Required for nonprofits.)
Audit Report (Most recent audit)
Review if revenues less than \$500 thousand
Single Audit Report (if applicable)
Agency Budget (Your most recent year-ended profit & loss compared to budget). (Required for nonprofits).
Subawards only: Provide a demographics summary of service for this project for the previous year. Summary will show your organization's capability to track service by demographics and your service volumes. Summary may include # served by: geographic areas of the county, total served from St. Johns County, totals by age, race, ethnicity, etc. (If available for nonprofits).
Attach copies of your policies and practices of internal controls related to the program expenditure of program funds, record management (5-years required) (Required for nonprofits).
Attach your statement of compliance with Title VI of the Civil Rights Act of 1964 and Nondiscrimination Policy.
Certificate of Insurance

Project Details - Reporting due per Subaward Subrecipient project as applicable.
Project Description (50-250 words): Describe the COVID-19 related negative impact. * Describe which individual(s), organization(s), or population group(s) that was negatively impacted? Describe the service that will respond to the negative impact. Briefly describe the major activities of the project.
Is this a new program?
Does this project serve an economically disadvantaged community as defined by HUD's Qualified Census Tract?
In what census tract(s) is the service provided? If the tract is unknown, in what area of the county is the service provided?
Primary place (address) for service delivery/performance.
Are you able to measure or access data related to the economic characteristics of the primary intended beneficiaries of your program or service? If yes, describe the methodology.
What is the closeout strategy for the program? (Effect on staff, ongoing funding, maintenance requirements, assets ownership, etc.)
What are the project's key process outputs and output goals?
What are the project's key outputs and output goals?
Describe your project risk assessment and mitigation plan?
Total grant request for this project? (must agree with amount shown in budget)
Percentage of budget funded by this grant application (=Grant Amount Requested /Total Budget Amount)
Describe operational needs to help effectively deliver this project and to add resilience for such projects beyond ARPA funding. (Provide a summary)
Provide a total cost estimate to address your operational needs.
Briefly describe the structure and objectives of assistance project. (e.g. nutrition assistance for low-income households)
Briefly describe your approach to ensure that aid responds to a negative economic impact of Covid-19.

5. Quarterly Reporting:

Schedule: Reporting due for SUBRECIPIENT and per Subaward project as applicable.

Reporting Periods	Notes
Award Start Date – December 31, 2022	Due 15 working days after end of quarter
January 1, 2023 – March 31, 2023	
April 1, 2023 – June 30, 2023	
July 1, 2023 – September 30, 2023	
October 1, 2023 – December 31, 2023	
January 1, 2024 – March 31, 2024	
April 1, 2024 – June 30, 2024	
July 1, 2024 – September 30, 2024	
October 1, 2024 – December 31, 2024	
Close Out Report	

A. Expenditure Summary

Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.

How much of the grant has been expended during this quarter?
Cumulative expenditure
How much of the grant has been obligated but not expended this quarter?
Cumulative obligation

B. Disadvantaged Communities Summary

Reporting due per Subaward Subrecipient project as applicable.

Is project serving an economically disadvantaged community?
How much of the grant has been expended to serve disadvantaged communities through program or service that is provided at a physical location in a <u>Qualified Census Tract</u> (for multi-site projects, if a majority of sites are within <u>Qualified Census Tract</u>);
How much of the grant has been expended to serve disadvantaged communities through program or service where the primary intended beneficiaries live within a <u>Qualified Census Tract</u> ;
How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for the relevant jurisdiction (e.g., state, county, metropolitan area, or other jurisdiction); or
How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

C. Performance Success Summary

Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.

Project Status: Choice Not Started Completed less than 50 percent Completed 50 percent or more Completed
Provide a success story or summary of successes from this program that can be shared publicly. Always protect the privacy of beneficiaries.

<p>Provide a report of key outputs for the past period [between and _____].</p> <p>SUBRECIPIENT (United Way) to provide project stats:</p> <p>Number of organizations applying for project funding and amount requested</p> <p>Number of organizations awarded project funding and amount awarded</p> <p>Categories of direct services awarded project funding and amount awarded</p> <p>Project Subaward Subrecipients: TBD by SUBRECIPIENT</p>
<p>Provide a report of key outcomes for the past period [between and _____].</p> <p>SUBRECIPIENT (United Way) to provide project stats:</p> <p>Increase in services available to community</p> <p>Project Subaward Subrecipients: TBD by SUBRECIPIENT</p>

<p>Based on projects that receive funding from the SUBRECIPIENT Grants Project, these are possible requirements from US Treasury the Subaward project provides:</p>
<p>Required for All Projects</p>
<p>Estimated Demographic Data: Treasury encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors. Please supply data currently collected through existing registration process. Do not provide any personally identifying information.</p>
<p>Household Assistance Services (EC2.1-2.5): Number of individuals served (aggregated from the multiple separate household assistance programs).</p>
<p>Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12): Number of people or households receiving eviction prevention services (including legal representation) (Add link to category definition or provide a summary before this group of question).</p>
<p>Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12): Number of affordable housing units preserved or developed.</p>
<p>Education Assistance (EC 3.1-3.5): Number of students participating in evidence-based tutoring programs.</p>
<p>Healthy Childhood Environments (EC 3.6-3.9): Number of children served by childcare and early learning (pre-school/pre-K/ages 3-5).</p>
<p>Healthy Childhood Environments (EC 3.6-3.9): Number of families served by home visiting.</p>

ATTACHMENT E: EQUITY-BASED REQUIREMENT

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires or St. Johns County identifies during the project.

Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Address the following:

- a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
- b. Awareness: How do you market the program to St. Johns County residents with equity in mind? How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?
- c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
- d. Outcomes: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

ATTACHMENT F: EVIDENCE-BASED REQUIREMENTS

Subaward Subrecipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project.

a) Demonstrate that the intervention is implemented as a program evaluation, see OMB M-20-12. "Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Criteria requires the recipient to:

Required

- i. describe the evaluation design including whether it is a randomized or quasi experimental design;
- ii. state the key research questions being evaluated;
- iii. describe whether the study has sufficient statistical power to disaggregate outcomes by demographics;
- iv. post the evaluation publicly and link to the completed evaluation in the Recovery Plan;
- v. describe the timeframe for the completion of the evaluation (including a link to completed evaluation if relevant);
- vi. after sufficient evidence of efficacy has been provided, determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project; and
- vii. Recipient may be selected to participate in a nation evaluation to study the project along with similar projects.

Encouraged

viii. Consider how a Learning Agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction. See OMBM-19-23

b) Strong Evidence-based interventions- Is the intervention, based on a "well-designed and well- implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes."

i. If yes, identify the program as "Strong Evidence Based", cite the study, summarize the findings, and provide the associations to the COUNTY program.

c) Moderate evidence-based interventions – The intervention is based on one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes.

d) Preliminary evidence – The intervention is based on conclusions drawn from a non-experimental study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and to improve program operations. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

ATTACHMENT G: Payment Drawdown Schedule

The COUNTY agrees to pay drawdown amounts requested by SUBRECIPIENT when these milestones are met.

Nonprofit Human Services Grant Project Fund Drawdown Milestones Schedule		
	Payment Request Process: United Way to request drawdown payment with signed certification and backup documentation as indicated below.	
	Project Milestone	Description of Amount
I.	Subrecipient Agreement is executed by the BOCC (July 19, 2022)	Budget total for administrative expenses for date of award till June 30,2023
II.	Nonprofit grant projects and Subawards are approved SUBRECIPIENT	50% of Subawards total for operational grant projects
III.	The SUBRECIPIENT must complete the following in preparation for the FY2023 project year: <ul style="list-style-type: none"> a. Completed all required reporting to the COUNTY for FY 2023 b. Submit a payment request for FY2024 funds. c. Submit an expense report for FY2023with backup documentation for all expenses contained therein. d. Be in compliance with all requirements of this agreement. e. Submit an updated budget for FY2024. (If applicable). 	Budget total for administrative expenses for FY2024 paid July 1, 2023
IV.	Nonprofit grant projects and Subawards are approved by SUBRECIPIENT	50% of Subawards total for operational grant projects paid October 1, 2023
V.		
	TOTAL BUDGET	\$7,365,217.00

All subawards are required to quarterly report by the tenth day of the following month. Funds provided to subaward recipients shall be earmarked in one of two budget years. All subaward funds should be totally spent by June 30, 2024 unless they are for a capital expenditure and governed by a separate contract with the County.