

RESOLUTION NO. 2023- 163

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FUNDING ASSISTANCE AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND HOME AGAIN ST JOHNS, INC. FOR A CAPITAL 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 Home Again St Johns, Inc., hereinafter referred to as “HOME AGAIN” is a Florida 501(c)(3) tax exempt organization; 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 to be used toward seven established expenditure categories of eligible uses: (1) Public Health; (2) Negative Economic Impacts; (3) Public Health-Negative Economic Impacts (4) Premium Pay; (5) Infrastructure; (6) Revenue Replacement; and (7) Administrative; and

WHEREAS, on April 5, 2022, the COUNTY allocated two million two hundred eighty-two thousand and 00/100 dollars (\$2,282,000) of ARPA funding and authorized staff to enter into negotiations with Home Again St Johns Inc. to develop a grant agreement for the project proposal; and

WHEREAS, HOME AGAIN requests and the COUNTY agrees, to provide funding to HOME AGAIN for an eligible nonprofit grant program for capital improvements under the American Rescue Plan Act, pursuant to the terms and conditions specified herein; and

WHEREAS, HOME AGAIN acknowledges that it is receiving federal grant funding with specific rules for the funds use and the time in which those funds must be encumbered and spent and acknowledges that the County would be responsible for repayment of the funds in this agreement to the federal government for any use of those funds not eligible under the grant or not spent before December 31, 2026 and is therefore willing to encumber the real property purchased and improved with these funds with a lien in order to protect the County; and

WHEREAS, staff and the HOME AGAIN 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 April 27, 2023, HOME AGAIN executed the attached Agreement; and

WHEREAS, upon execution of this Resolution and the Agreement, the County will be approving the distribution of two million two hundred eighty-two thousand and 00/100 dollars (\$2,282,000.00) of ARPA funding, for HOME AGAIN'S capital project.

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 FUNDING AGREEMENT American Rescue Plan Act for HOME AGAIN by and between St. Johns County and Home Again St Johns, 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 16th day of May, 2023.

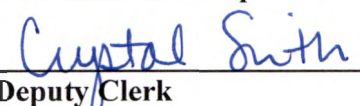
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____


Christian Whitehurst, Chair

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

By: _____


Deputy Clerk

Rendition Date _____

MAY 16 2023



FUNDING AGREEMENT
American Rescue Plan Act

This Funding Agreement (the “Agreement”) is made and entered into on this ____ day of _____, 2023 (the “Effective Date”) by and between the **County of St. Johns, Florida**, a Florida municipal corporation (the “County”), and the Home Again St Johns, Inc, a Florida 501(c)(3) tax exempt organization (“Subrecipient”), hereinafter, jointly, the “Parties.”

RECITALS

WHEREAS, on May 11, 2021, President Biden signed Public Law No. 117-2 (03/11/2021), also referred to as the American Rescue Plan Act of 2021 (“the ARPA”), into law; and

WHEREAS, Section 9901 of the ARPA amended Title VI of the Social Security Act to add Section 603, which establishes the Coronavirus Local Fiscal Recovery Fund to provide support to local government efforts in responding to the impact of and containing, COVID-19; and

WHEREAS, the County received ARPA funds from the U.S. federal government to be used toward seven established expenditure categories of eligible uses: (1) Public Health; (2) Negative Economic Impacts; (3) Public Health-Negative Economic Impacts (4) Premium Pay; (5) Infrastructure; (6) Revenue Replacement; and (7) Administrative; and

WHEREAS, the funding provided to the Subrecipient is expected to support the Subrecipient in achieving a purpose outlined in the ARPA, as more specifically set forth in this Funding Agreement; and

WHEREAS, subrecipient acknowledges that it is receiving federal grant funding with specific rules for the funds use and the time in which those funds must be encumbered and spent and acknowledges that the County would be responsible for repayment of the funds in this agreement to the federal government not eligible under the grant or not spent before December 31, 2026 and is therefore willing to encumber the real property purchased and improved with these funds with a lien in order to protect the County; and

WHEREAS, by this Agreement, the Subrecipient intends to be bound to comply with the purposes outlined in the ARPA in exchange for the funding received.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ARPA Funding; Restrictions and Use.

- a. **Restrictions.** The Subrecipient understands and agrees that it must comply with the eligible use criteria and corresponding reporting responsibilities applicable to the Services the Subrecipient will provide, as established in the ARPA and associated regulations, including the Final Rule, and as set forth in the *Compliance and*

Reporting Guidance, State and Local Fiscal Recovery Funds published February 28, 2022 by the U.S. Department of the Treasury (“Treasury”), in addition to any amendments that may subsequently be made to these regulations, guidance or other associated rules. The same shall be true for any third-party Service provider(s) the Subrecipient may retain. No funds shall be authorized to assist with ineligible activities, including, but not limited to, fundraising activities or gratuitous expenses or bonuses. The Subrecipient may use the ARPA funds to cover eligible costs incurred during the period from the effective date of the agreement and ends on December 31, 2024; provided the obligations incurred by December 31, 2024 are expended by December 31, 2026.

- b. *Use.* The Subrecipient requested ARPA funds for the purpose of purchasing land and building a service center and transitional housing. The Subrecipient has provided the County with a list of services and deliverables that will be provided through the project, which are set forth in *Exhibit “A”* (hereinafter, the “Project”). The Subrecipient shall ensure that all funds provided by the County pursuant to this Agreement are used solely to support the purchase, construction and equipping of FF&E (furniture, fixtures, and equipment) for the project. The Subrecipient affirms in good faith that the proposed Project is an eligible use under the “Negative Economic Impacts” expenditure classification identified in the ARPA, specifically, Expenditure Category 2.15 Long Term Housing Security: Affordable Housing and Expenditure Category 2.16 Long Term Housing Security: Services for Unhoused Persons.

In accordance with the Final Rule, the Subrecipient was required to complete and meet the substantive requirements of a Written Justification for capital expenditures of One Million Dollars (\$1,000,000.00) or greater, which is attached hereto as *Exhibit “B”*. The Written Justification (i) described the harm or need to be addressed; (ii) explained why a capital expenditure is appropriate to address the harm or need; and (iii) compared the proposed capital expenditure against alternative capital expenditures that could be made.

2. ARPA Funding Allocation.

- a. The amount of the County’s ARPA Local Fiscal Recovery Fund award that has been legally committed to the Subrecipient by the County for this project is **\$2,282,000**. ARPA funds will be distributed as indicated in *Exhibit “C”*.

3. Request for Reimbursement by Subrecipient.

- a. *To be Submitted Monthly; Process.* The Subrecipient shall submit requests for reimbursement on a monthly basis in accordance with the distribution in *Exhibit “C”*. Such request for reimbursement shall be sent to the attention of the Andrea Matzke, Office of Management and Budget, via email, at armatzke@sjcfl.us. The disbursement of ARPA Funds to Subrecipient will be contingent upon the following conditions precedent being met prior to each disbursement pursuant to a reimbursement request:

1. The reimbursement request being complete.
 2. The reimbursement being true and correct.
 3. The Subrecipient's compliance with the terms and conditions of the Rules and this Agreement.
 4. The Subrecipient's compliance with the Timeline and Budget.
 5. The Subrecipient providing the County with all documents necessary to verify Subrecipient's compliance with procurement requirements.
 6. The Subrecipient providing the County with all documents necessary to verify Subrecipient's use of the funds requested in compliance with the Rules and this Agreement.
 7. The Subrecipient providing Project Expenditure Reports and Performance Reports in compliance with this Agreement and the Rules.
- b. ***Content; Documentation Required.*** Each request for reimbursement shall include all appropriate backup documentation (which includes, but is not necessarily limited to, itemized invoices, copies of cancelled checks, if feasible, or check numbers, and lien waivers) for the purpose of ensuring that the County can conduct future research related to the reimbursements made, if and as needed.
- c. All invoices shall contain a descriptive overview of the Services provided, who provided such Services, as well as the date(s) on which such Services were performed. If any Services were provided by a party other than the Subrecipient, the invoice must also include documentation reflecting the same descriptive information and certification that the third-party has been paid by the Subrecipient or parent organization in the form of a cancelled check or equivalent documentation.
- d. Each request for reimbursement shall also include a report of the revenue and expenditures based on the budget that corresponds with the Subrecipient's provision of Services. The Subrecipient agrees to report any anticipated deviations in budgeted expenditure line items that exceed ten percent (10%) and obtain the prior written approval of the County prior to amending its budget.
- e. ***When Final Request for Reimbursement Due.*** The Subrecipient shall ensure that it has submitted all requests for reimbursement from the Project Funds within fifteen (15) days following the last date on which this Agreement requires the Services to be substantially complete.

4. Reimbursement by County.

- a. **Condition Precedent.** As a condition precedent to the County's obligation to pay any, or all, of the Project Funds described herein, the Subrecipient shall timely perform the Services and comply with all other duties and obligations required to obtain the Project Funds in relation to the Services provided.
- b. **Distribution of Funds.** Upon determining that the Subrecipient's request for reimbursement is complete and the Subrecipient is eligible to receive the Project Funds, the County shall reimburse the Subrecipient within sixty (60) days following the date on which the County received the Subrecipient's request for reimbursement to cover documented, eligible costs associated with the Services performed during the previous month; provided however, that such reimbursement shall not exceed the allocation of Project Funds approved by the Board of County Commissioners.
- c. **County Discretion.** Prior to distribution of the Project Funds, the County will fairly and reasonably determine whether the Subrecipient's request for reimbursement is complete and whether the Subrecipient has fully complied with the requirements of this Agreement. If the request for reimbursement is deemed incomplete, or the requirements of this Agreement have not been met, the County may require additional time to complete the reimbursement process or evaluate whether reimbursement may be made.
- d. **Termination of County Obligation.** All obligations imposed on the County by this Agreement shall terminate upon final reimbursement of all Project Funds owed pursuant hereto.

5. Records and Reports.

- a. **Record Keeping.** The Subrecipient agrees to maintain detailed records, invoices, and receipts related to the Services provided to document the use of Project Funds. The Subrecipient shall make all records required to be maintained pursuant to this paragraph available to the County during the time frame within which Services are provided and until the obligations of this Agreement are fully satisfied; and shall allow the County to conduct a review of internal control and actual expenditures related to the Services twice per calendar year; provided, however, that if the County identifies an issue with the Subrecipient's internal controls additional County review during any particular calendar year will be permitted. Records must be retained for a five-year period following project completion.
- b. **Project Expenditure Reports.** The Subrecipient shall be required to submit information for inclusion in a "Project and Expenditure Report," as required by the Final Rule and as described in Treasury's *Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds* published February 28, 2022, and amendments thereto. The Subrecipient shall provide this information to the Andrea Matzke, Office of Management and Budget, via email, at armatzke@sjcfl.us by the 15th day of each

January, April, July, and October. If the due date falls on a Saturday, Sunday, or legal holiday, the due date is moved to the next business day.

- c. ***Annual Performance Reports.*** The Subrecipient shall be required to submit an annual “Performance Report” to Andrea Matzke, Office of Management and Budget, via email, at armatzke@sjcfl.us, which includes key performance indicators for the project. The key performance indicators and outcome measures will be mutually agreed upon by the parties. Output measures, (for example the number of students enrolled in an early learning program), provide valuable information about the early implementation stages of the project. Outcome measures, (for example the percent of students reading on grade level), provide information about whether a project, service or deliverable is achieving its overall goals. The Subrecipient must include the related outcome goal for its project, service or deliverable and provide updated information on achieving these outcome goals in its annual Performance Report during the month of August each year.
 - d. ***Contingent Funding.*** The County may withhold Project Funds if the Subrecipient fails to comply with record-keeping and reporting requirements; provided, however, that the Subrecipient shall have fifteen (15) calendar days within which to come into compliance upon receiving notification from the County; and provided further that this subsection shall not be unreasonably applied by the County.
 - e. ***Compliance with Florida Statute 420.*** The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever is later. The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved, or sold.
 - f. ***Additional Information.*** The Subrecipient shall provide all additional information that the County deems necessary to ensure proper use of the Project Funds or for the County to meet its reporting obligations to the federal and/or state government.
6. **Audit Requirements.** The Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” and, if required by the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156), the Subrecipient will provide the County with a complete audit of its expenses related to the Services provided under this Agreement for the term of this Agreement. Such audit may be part of a broader Single Audit for the Subrecipient involving this award, as well as other grants received by the Subrecipient. The audit is to be verified by a certified public accountant and delivered to the County by the due date (including extensions) specified by the Office of Management and Budget (OMB). This due date is normally nine (9) months following the closeout of the Subrecipient’s fiscal period. The Subrecipient further agrees to make all records concerning expenditures and Services provided available to the County upon reasonable request during the term of this

Agreement and for a period extending one hundred and eighty (180) days beyond the term of this Agreement.

7. **Third Party Service Providers.** The Subrecipient has indicated that third-party service providers will be retained for the building component of the Project. and, simultaneous with the execution of this Agreement, the Subrecipient shall promptly provide the County with information related to all known third party providers retained by the Subrecipient to complete any of the Services, including each such provider's name, address, email, and phone number of each such provider and, if requested by the County, the name of its owner(s), partners, principle(s). The County shall promptly be notified of any changes. If third-party providers are subsequently retained to complete any of the Services, the Subrecipient shall promptly provide the County with the name, address, email, and phone number of each such provider and, if requested by the County, the name of its owner(s), partners, principle(s). The County may, at its sole discretion, reject any third-party provider from completing the Services in the event the third-party provider is disbarred, suspended, or otherwise prohibited from receiving federal or state funds, or is otherwise unable to comply with requirements that apply to the use of Project Funds.
8. **Insurance.** Full replacement insurance coverage must be provided for such real property purchased with funds from this agreement. The Subrecipient shall furnish the County with certificates of insurance for full replacement of the real property, workers' compensation, professional (errors and omissions), and general liability, in the amounts not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the County. The County shall be named as an additional insured with duty of defense on all insurance policies required hereunder. Nothing herein shall be deemed to permit a cause of action against the County for damages or be deemed a waiver of the County's sovereign immunity relative to any claim against the County. The Subrecipient shall ensure that all third-party providers retained to complete the Services comply with the same requirements.
9. **Indemnification; Repayment.**
 - a. **Release and Hold Harmless.** The Subrecipient shall hold the County, together with its officers, employees, and agents, harmless and shall indemnify the County and its officers, employees, and agents for all direct injuries, damages, or claims, including any attorneys' fees, arising by virtue of the Subrecipients provision of Services, or any activities described in this Agreement or reasonably contemplatable, or related to activities described in this Agreement directly caused by Subrecipient. The Subrecipient covenants and agrees to hold harmless and defend the County, its officers, agents, employees, contractors, and subcontractors from and against any and all direct claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the provision of Services, or any activities described in this Agreement or reasonably contemplatable, or related to activities described in this Agreement directly cause by Subrecipient.

- b. **Indemnification.** The Subrecipient and its successors and assigns shall indemnify and defend the County, its agents, employees and assigns, from and against any and all direct claims directly caused by Subrecipient, whether legal or equitable, damages, causes of action, losses and expenses, , including, but not limited to, attorneys’ fees or other professional fees and expenses, arising out of, or resulting from, the County’s role or relationship with the Subrecipient, including, but not limited to, the Subrecipient’s receipt of Project Funds or the Services provided in association with such ARPA allocation.
 - c. **Collateral.** In order to protect the County from a Default, the Subrecipient is placing a lien on the Property it is purchasing with these funds and incorporating that lien into this agreement as **Exhibit “D”**. Upon default County may foreclose that lien to recover damages under this agreement.
 - d. **No Other Mortgages without County permission.** Other than as provided in **Exhibit “D”**, the Subrecipient shall not mortgage or otherwise encumber title to the said real property by utilizing the said real property as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written notification to the County.
10. **General Terms:** The Subrecipient shall repay the County for any Project Funds the Subrecipient has received from the County for the Project if the federal government, for any reason, determines that such funds must be returned, including, but not limited to, a determination that the Project is ineligible to receive ARPA Funds. In the event the Subrecipient does not repay the Project Funds within thirty (30) days of demand for repayment by the County, the Subrecipient shall be in default.
11. **Independent Contractor.** Nothing contained in this Agreement is intended, 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. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.
12. **Default:** Subrecipient is in default under this agreement upon the happening of any one of the following acts, events or conditions:
- a. default in the payment or performance of any obligation or any covenant or liability contained in or referred to in this agreement or in any evidence of indebtedness of any obligation;
 - b. a representation or warranty by the debtor made to the secured party to induce it to enter into this agreement or to make a loan to debtor which proves to be false or erroneous in any material respect;

- c. loss, theft, material damage, destruction, sale, or encumbrance of or to the collateral, or the levy, seizure, or attachment by legal process of the collateral;
- d. death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of the debtor, assignment for the benefit of creditors by, or the commencement of a proceeding under any bankruptcy or insolvency law by or against the debtor or any guarantor or surety for the debtor;
- e. if any lien is filed against the Property, the Improvements, or any part thereof, or any interest or right made appurtenant thereto;
- f. the secured party considers itself insecure and thereupon accelerates payment or performance of the obligation immediately due and payable, but the debtor continues in default. [or] secured party in good faith deems itself insecure because the prospect of payment is impaired or the prospect of performance of this agreement or any covenant under it is impaired.
- g. ***Cumulative Rights and Remedies – No Waiver.*** Subject to the provisions of this Agreement, all remedies provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided by law, including County’s lien and right of offset. The exercise of any right or remedy by County hereunder shall not in any way constitute a cure or waiver of default hereunder or under the lien, nor invalidate any act done pursuant to any notice of default, nor prejudice the County in exercise of its rights hereunder or under the lien unless, in the exercise of those rights, County realizes all amounts owed in this agreement.
- h. ***Expenses of Disposition of Collateral Upon Default.*** The County shall be entitled to reimbursement for any expense (including reasonable attorney’s fees and legal expenses) involved in the retaking, holding, preparing for sale, selling or similar charges, incurred in the connection with the disposition of the collateral upon the default of the Subrecipient.

13. ***Length of Repayment Liability:*** Although 31 CFR Part 35.10, indicates that Treasury may identify any amount used in violation of 31 CFR Part 35.5 or 31 CFR 35.6 at any time prior to December 31, 2026, Part 1 E 2 of the Compliance and Reporting Guidance for SLFRF (Version 3.0), dated February 28, 2022, requires the County to maintain records and financial documents for five (5) years after all funds have been expended or returned to Treasury; provided, however, that Treasury may request transfer of records of long-term value at the end of such period. As such, the Subrecipient and Home Again St Johns, Inc will assume repayment liability for a five-year period, through December 31, 2031, unless Treasury requests that the County transfer the records and financial documents associated with the Project and Services prior to January 1, 2032. If such a request is made, the Subrecipient and Home Again St Johns, Inc will continue to assume repayment liability for an additional five-

year period, through December 31, 2036, after which the Subrecipient and Home Again St Johns, Inc will no longer be liable for any repayment demands or liabilities regarding the Project Funds.

14. Procurement Rules.

- a. **Procurement Procedures.** The County has written procurement procedures in place, which are consistent with State and local laws, as well as with the Federal Uniform Guidance, 2 C.F.R. Sections 200.317 through 200.327. In accordance with 2 C.F.R. Section 200.317, the Subrecipient shall comply with procurement procedures set forth in 2 C.F.R. Sections 200.318 through 200.327.
- b. **Conflict of Interest Policy.** The Subrecipient must have a written conflict of interest policy as part of its procurement policy, which requires, at a minimum, the following:
 - i. Applies to management and employees; and
 - ii. Prohibits financial interest or “apparent conflict” with vendors; and
 - iii. Prohibits persons with a conflict from participating in selection; and
 - iv. Prohibits management and employees from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; provided, however, that the policy may establish an amount below which such gratuities are considered “de minimis.”

15. **Termination.** The County may terminate this Agreement if the Subrecipient fails to comply with the terms and conditions of this Agreement or any applicable federal law or regulations; provided, however, that the Subrecipient shall have thirty (30) calendar days within which to come into compliance upon receiving notification from the County; and provided further that this section shall not be unreasonably applied by the County. If the Agreement is terminated, any reimbursable expenses incurred by the Subrecipient prior to termination of the Agreement may be submitted to the County for reimbursement in accordance with Section 4 above.

16. **Additional Consideration.** Any mandate, obligation or constraint approved or adopted regarding the use of ARPA Funds shall supersede any conflicting or related term stated in the body of this Agreement.

17. **Maintenance of Premises.** Other than as provided in **Exhibit “D”**, the Subrecipient shall not mortgage or otherwise encumber title to the said real property by utilizing the said real property as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written notification to the County.

18. Miscellaneous Provisions.

- a. ***Bankruptcy, Insolvency, or Winding down of Business.*** In the event the Subrecipient is dissolved or otherwise ceases to exist, declares bankruptcy, or otherwise becomes insolvent, or refuses to perform its duties set forth herein, County shall be noticed of all events and provided a succession plan within three (3) business days. The County would intend for this agreement to be assigned to another homeless service provider, subject to approval by the County.
- b. ***Payment of Taxes and Fees.*** The Subrecipient agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, permit fees and utility service charges of whatever nature if applicable, that may be applicable to the Subrecipient and to take out and keep current all licenses, whether municipal, state, or federal, that are required for the conduct of its business or operation. The Subrecipient further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges to become delinquent.
- c. ***Licenses and Permits.*** The Subrecipient and/or any third-party providers performing the Services shall possess requisite County licenses or permits, if any.
- d. ***Compliance with County Code.*** The Subrecipient shall comply with all applicable provisions of the County of St. Johns, Florida Ordinances, including, but not limited to, procurement requirements.
- e. ***Changes in ARPA Compliance and Review Regulations.*** The parties to this Agreement understand that there may be changes made after its execution, which will require that amendments be made to ensure compliance with the ARPA. The parties agree that such review shall occur if, and as, necessary.
- f. ***Non-Discrimination.*** The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, other handicap, age, marital status, or status with regard to public assistance. To the extent Subrecipient has employees, the Subrecipient will take affirmative action to ensure that all employment practices prohibit such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- g. ***Hatch Act.*** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of 5 U.S.C. § 1501 et seq. as subsequently amended.
- h. ***Time is of the Essence.*** Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach

of any such obligation (including a breach resulting from untimely performance) is a material breach.

- i. **Authorization to Complete the Services.** The Subrecipient shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Florida. As a condition of this Agreement, the Subrecipient shall require third-party providers to affirm, by sworn affidavit and provision of documentation, each provider's enrollment, and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Subrecipient and each of its third-party providers shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the Services.
- j. **Binding Agreement.** This Agreement is binding upon the parties, their successors, assigns, heirs, executors, and administrators.
- k. **Sovereign Immunity.** Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the County.
- l. **Applicable Law and Jurisdiction.** The rights and remedies of the County and the Subrecipient shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Florida shall govern this Agreement. In the event of any dispute or controversy between the parties, each party agrees that the Circuit Court of St. Johns County, Florida, shall have exclusive jurisdiction to determine all issues between them.
- m. **Public Records.** SUBRECIPIENT shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, SUBRECIPIENT shall:
 - i. keep and maintain public records required by the County to perform the service under the Agreement;
 - 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 provided for under Florida's Public Records law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SUBRECIPIENT does not transfer the records to the County; and
 - iv. upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Subrecipient. Upon transfer, the Subrecipient

shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements.

All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this Agreement will become the property of the County. This paragraph shall survive the expiration or termination of this Agreement.

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

St. Johns County – Office of the County Attorney
Attention: Public Records Custodian
500 San Sebastian View
St. Augustine, Florida 32084
904-209-0805
publicrecords@sjcfl.us

Under Florida law, a **SUBRECIPIENT WHO FAILS TO PROVIDE THE PUBLIC RECORDS TO THE COUNTY** within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

- n. ***Applicable Legal Requirements.*** In no event shall this Agreement be deemed a waiver of any legal or code requirement otherwise applicable to the Services for which Project Funds are provided pursuant to this Agreement.
- o. ***Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.
- p. ***Severance.*** The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.
- q. ***Notice.*** All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the addresses below or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the following:

If to the Subrecipient: *Home Again St Johns, Inc*
Attn: Executive Director
197 State Road 16 St. Augustine, Florida 32084

If to the County:

St. Johns County
Attn: Andrea Matzke, Office of Management and Budget
500 Sebastian View
St. Augustine, Florida 32084
904-209-0566
armatzke@sjcfl.us

19. **Amendments.** This Agreement may be amended, in writing, by mutual agreement of the parties; provided all such amendments made are in full compliance with any updated federal law or technical guidance applicable at the time made.

- a. ***Entire Agreement.*** The parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital. All exhibit references as “Exhibits” in this Agreement and in the recitals to this Agreement shall be deemed incorporated herein by reference.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and the County have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first above written.

Home Again St Johns, Inc
("SUBRECIPIENT")

COUNTY OF ST. JOHNS, FLORIDA
("COUNTY")

By: _____

By: _____
Hunter S. Conrad, County Administrator

Its: _____

ATTEST

By: _____

Brandon J. Patty, Clerk of the Circuit Court
& Comptroller

APPROVED AS TO FORM:

EXHIBIT “A” -- Project Scope

Home Again St Johns is a coordinating agency in St. Johns County for providing comfort care, case management, employment related activities, drug and alcohol support programs and identification of resources for medical care, employment, and housing opportunities for those who suffer homelessness.

Home Again St. Johns will build a facility on SR 16 located at 197 SR 16, St Augustine Fl 32084 to include a “Drop-In Center”/Service Center that will be constructed on-site with 3,000 square feet of office space, storage for donated items and supplies, in addition to laundry and shower facilities. The remaining property will feature the construction of four (4) duplexes, at 566 square feet each to house a minimum of 8 homeless individuals or individuals with a partner or child, with a 25% guaranteed veteran preference for those units. This will be transitional housing with supportive services.

Home Again St Johns Inc will obtain all the necessary site and building permits and approvals to construct this project according to all regulatory requirements.

Construction will start in the third quarter of 2023 and be completed by 12/31/24.

Deliverables:

- Improve overall community health by providing access to services that address the following needs of mental health, substance abuse, physical health, counseling, and employment related issues.
- Provide access to transportation to medical appointments and mental health appointments not only to ease the fiscal burden off the emergency services system in St Johns County but to provide them with access services that will improve their overall health and well-being.
- Provide access to employment opportunities and access to programs that can move those individuals and families currently homeless or at risk of homelessness into a more stable situation.

Our goal is to provide annually:

- Showers: 2,000
- Laundry: 1,800
- Client Support Service Meetings: 850
- Food Baskets/Bags: 500
- Mentoring Program: 3 new participants
- Employment 12 months or more: 5
- Dining with Dignity: 50,000 meals served.
- Occupancy of a minimum of 8 individuals in the supportive housing units with 2 units housing veterans

These deliverables will be tracked in HMIS.

EXHIBIT “B” -- WRITTEN JUSTIFICATION

One of the eligible uses under the American Rescue Plan Act is promoting long-term housing security: Providing for Affordable Housing and Services for Unhoused Persons. These programs are responsive to the negative economic impacts of the pandemic. Treasury has determined that supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless, and the development of affordable housing to increase supply of affordable and high-quality living units are responsive to the needs to impacted populations. Included in the final rule is that transitional shelters (e.g. Temporary residences for people experiencing homelessness) are eligible capital expenditures.

For Capital expenditures greater than \$1 million, a written justification must be completed including the following components:

- Description of the harm or need to be addressed. Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

Home Again St. Johns is currently serving the homeless population at 285 S. Holmes Blvd, in West St. Augustine. They have served the homeless population for 12 years in two different locations. They moved to the current location on October 17, 2021, during the COVID pandemic. At both locations, the office was a portable trailer. The current location does not have a sewer connection or a septic tank. They have contracted with a septic company to pump out a storage tank under the trailer every week. They have well water, no shower facilities, and no laundry facilities. Some of the homeless that the agency serves have jobs. Without a shower and laundry facility it makes it impossible for those clients to maintain proper hygiene and hold a job. The new facility would have an office, laundry, and showers for our clients. The office would be used to connect the homeless to services and jobs. Without these services our clients will remain vulnerable and homeless. They want to continue to help those who are homeless living on the streets and in the woods make a better life. They also connect the clients with medical assistance including driving them to doctor appointments. In addition, the project will include eight transitional housing units.

The pandemic crushed the safety net for millions of Americans but obliterated it for those who were hanging by an economic thread, let alone those who never had one. The homeless were once again nearly invisible in a public crisis that attacked the middle class and those who lived paycheck to paycheck. Attention became focused, understandably, on those who were about to become homeless, rather than those who were nearing or already in that chronic state.

The health impact on a population where “social distancing” and other mitigation factors were virtually impossible in facilities already over-capacity, and general healthcare was minimal or non-existent, has been generally devastating. Infectious diseases among homeless people have always been prevalent in their communities and shelters. Home Again St. Johns has been partially successful by dedicating very limited resources to arranging vaccinations for its clients.

The effort continues to be made more difficult, however, by the lack of an adequate Home Again facility, affordable housing, and respite care.

The proposed facilities would address this situation through permanent case managed services for health, housing, and employment referrals and respite care for current and new clients.

Evictions resulting from pandemic-related economic crises have only increased the number of homeless and those unable to identify any affordable housing in the acclaimed “richest county in the state of Florida”, St. Johns. The normal housing and rental markets are becoming out of reach for even the middle class of St. Johns County. In response, the County Commissioners have expressed their dedication to recognizing this economic and human gap through the support of the goals of this proposal.

Home Again is a central, coordinating agency in St. Johns County for providing comfort care, some case management, and identification of resources for medical care, employment, and housing opportunities for those who suffer homelessness. It does not have, however, permanent facilities or equipment with which to address adequately these critical community needs,

Dignity and self-worth are essential building blocks for an individual’s transition from homelessness to a stable housing situation. The proposed facilities send a message of permanence of commitment to a population that has been resigned to being ignored, trashed, or subjected to the leftovers of society. A stable environment of assistance for those trying to leave “the woods” is long overdue.

- Explanation of why a capital expenditure is appropriate. For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.

As described above, the current facility does not meet the needs of the homeless population. Additional funding for programming will not be effective without the facility improvements, such as showers, laundry and additional transitional housing units. The current location does not have a sewer connection or a septic tank. They have contracted with a septic company to pump out a storage tank under the trailer every week. They have well water, no shower facilities, and no laundry facilities. Some of the homeless that the agency serves have jobs. Without a shower and laundry facility it makes it impossible for those clients to maintain proper hygiene and hold a job. The new facility would have an office, laundry, and showers for our clients. The office would be used to connect the homeless to services and jobs. Without these services our clients will remain vulnerable and homeless.

- Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

The existing property to build the facility is not properly zoned for the project use. The existing site will cost more to purchase than the proposed site. When the entity was relocated from their original site, a consultant looked at all possible lease site and could not find one. The County ended up leasing property they owned to Home Again, St Johns, the current site. The capital project approved is supported by the St. Johns Housing Partnership, Inc., through sale of the land to Home Again St. Johns for the development of permanent, capital-funded facilities and equipment, as the best integration of St. Johns County affordable housing and homeless services.

EXHIBIT "C" -- Budget and Reimbursement Schedule

Budget and Distribution

Land	\$400,000
Impact Fees	75,000
Water and Sewer Fees	30,000
Engineering Fees	15,000
Architectural Fees	18,000
Site Work	259,000
Fencing	40,000
Landscaping	20,000
Office Building	450,000
Housing Units	800,000
Contingency	<u>225,000</u>
	<u>\$2,332,000</u>
ARPA Funding	\$2,282,000
Private Donations	<u>50,000</u>
	<u>\$2,332,000</u>

Funds for Land, Impact Fee, Water and Sewer Fees will be paid in advance but no sooner than one month in advance of the costs being expensed by Home Again, Inc.

Funds for Engineering Fees, Architectural Fees, Construction and other costs will be paid once services have been provided, approved by Home Again's Engineer/Architect and ready for payment. Invoices for payment will be provided monthly. Each invoice will also reflect proof of payment to the Contractor or Engineer/Architect for the prior month's invoice.

Exhibit “D” – Lien

Return to: St. Johns County
Office of Management and Budget
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0655

SECURITY AGREEMENT/MORTGAGE LIEN

UNDER ST. JOHNS COUNTY, FLORIDA,

AMERICAN RESCUE PLAN ACT OF 2021(ARPA)

(Revised January, 2023)

THIS INDENTURE, made this _____ day of _____, 2023, between **HOME AGAIN OF ST. JOHNS**, a Florida Non-Profit Corporation, whose mailing address is **197 State Road 16, St. Augustine, Florida 32084** and whose street address of the property described below is **197 State Road 16, St. Augustine, Florida 32084** hereinafter called the “Owner” (Owner refers to singular or plural as the context requires), and **St. Johns County, Florida**, a political subdivision existing under the laws of the State of Florida (Federal ID No. 59-6000825), whose post office address is c/o Clerk of Circuit Court, 4810 Lewis Speedway, St. Augustine, Florida 32084, hereinafter called “County”;

WITNESSETH:

WHEREAS, on May 11, 2021, President Biden signed Public Law No. 117-2 (03/11/2021), also referred to as the American Rescue Plan Act of 2021 (“the ARPA”), into law; and

WHEREAS, Section 9901 of the ARPA amended Title VI of the Social Security Act to add Section 603, which establishes the Coronavirus Local Fiscal Recovery Fund to provide support to local government efforts in responding to the impact of and containing, COVID-19; and

WHEREAS, the County received ARPA funds from the U.S. federal government to be used toward seven established expenditure categories of eligible uses: (1) Public Health; (2) Negative Economic Impacts; (3) Public Health-Negative Economic Impacts; (4) Premium Pay; (5) Infrastructure; (6) Revenue Replacement; and (7) Administrative; and

WHEREAS, the parties hereto wish to protect the County from any failure of the Owner from complying with all requirements of the contract with the County and the ARPA grant, which could create a financial obligation to the County.

NOW, THEREFORE, in consideration of the provision of financial assistance to the Owner for housing repairs and/or rehabilitation assistance on the property hereinafter described subject to the terms and conditions hereinafter provided, the Owner has mortgaged, granted, and conveyed to

County the following described land situate, lying and being in the County of St. Johns, State of Florida, to-wit:

Parcel ID: **0931800000**

Legal Description: LOTS 9, 10, 11, 12, 26, 27, 28 AND 29 OF BLOCK 30 OF THE SANTA ROSA SUBDIVISION, AS PER PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 149, PUBLIC RECORDS OF ST. JOHN COUNTY, FLORIDA

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

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

1. ARPA funds in the amount of **TWO MILLION, TWO HUNDRED AND EIGHTY-TWO THOUSAND** dollars (**\$2,282,000.00**) have been provided to or for the benefit of the Owner to assist in the housing assistance of the Property, the receipt whereof is hereby acknowledged by Owner.

2. Owner agrees that Owner occupies and shall occupy the Property as non-profit office space, transitional housing, and support services for the homeless.

3. If the property shall be sold, refinanced, or transferred, Owner or Owners estate, successors, or assigns, shall be jointly and severally liable to repay to the County certain financial assistance provided to Owner under the ARPA program immediately upon the sale, refinance, or transfer of the property, except as provided below.

- a. Transfer means any transfer of Property by deed or inheritance or foreclosure or delivery of possession of the Property for use or occupancy by one other than the Owner whether by contract for deed, lease, or otherwise.
- b. Owner shall have a zero-interest deferred payment ARPA loan/mortgage (recorded as a security agreement) which is forgivable after **thirteen (13)** years ending December 31, 2036, provided that the Owner complies with all terms of the ARPA grant and the Federal Grant does not attempt to recover funds during this time period.
- c. If Owner sells or transfers title to the Property, or rents the Property prior to the termination date of this mortgage, Owner shall immediately pay off the amount remaining to the County upon such sale, transfer, or rental.
- d. If Owner should die prior to the termination of this mortgage, the Owner’s heir may assume this mortgage, provided that the Owner’s heir meets the income requirements for the ARPA program and reside on the Property as his or her primary residence. In order for the Owner’s heir to assume this mortgage, all property taxes or assessments must be current; there must not be any judgment, lien, or third mortgage on the

Property; and any first or subordinate mortgage payments must be current. If the Owner's heir is not eligible for the ARPA program or chooses not to occupy the Property as his or her primary residence, the outstanding balance of the ARPA loan shall be due and payable as of the date of the Owner's death.

- e. The County may forgive any of the ARPA assistance monies should there be insufficient net proceeds derived from a good faith sale of the Property at market value upon written approval of the St. Johns County Housing Finance Authority or other County board designated by the Board of County Commissioners to perform this function. Net proceeds are defined as the amount remaining after all private debts incurred by the Owner to acquire or improve the Property are repaid.

4. Owner understands and agrees that this agreement shall be recorded in the office of the Clerk of the Circuit Court in and for St. Johns County, Florida, and its obligations thereof shall run with title to the property and shall encumber and burden title to the property.

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

6. In any instance where Owner endeavors to refinance existing or obtain new mortgage(s) that are being secured by the Property, this Security Agreement may only be subordinated according to the terms and conditions of the St. Johns County American Rescue Plan Act of 2021 Rehabilitation Program Subordination Agreement and the Funding Agreement – American Rescue Plan Act between the parties executed this same day.

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

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

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

{The remainder of this page was intentionally left blank. Signatures to follow.}

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

Signed, sealed and delivered in the presence
of the following witnesses:

Home Again of St. Johns, Owner

(Witness 1 signature)

(Witness 2 signature)

(Print or type Witness name)

(Print or type Witness name)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing Security Agreement/Mortgage Lien was acknowledged before me by means of _____ physical appearance or _____ online notarization this _____ day of _____, 20____, by **Home Again of St. Johns**, who _____ is personally known to me or _____ has produced as identification the following: _____ and who _____ did or _____ did not take an oath.

Notary Signature

Print or type name of Notary Public

Commission No.:

My Commission Expires: