

RESOLUTION NO. 2024-172

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ALLOCATING \$124,652 FROM THE VETERAN SERVICES HOMELESS VETERANS HOUSING ASSISTANCE PROGRAM TO HOME AGAIN ST. JOHNS, INC. TO PROVIDE CASE MANAGEMENT AND SERVICES TO VETERANS RESIDING IN VETERANS VILLAGE; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the St. Johns County Veteran Services Homeless Veterans Housing Assistance Program provides financial assistance for rehousing and case management to eligible homeless veterans who are residents of St. Johns County; and

WHEREAS, Home Again St. Johns, Inc. and the St. Johns County Veterans Council received grant funding from the Florida Department of Veterans' Affairs for the purchase and rehabilitation of a 20-room motel on Anastasia Boulevard in St. Johns County to be repurposed into a homeless facility for veterans to be known as Veterans Village; and

WHEREAS, Home Again St. Johns, Inc. has requested funding from the County for operation costs and supplies to provide case management and wrap around services to veterans residing in Veterans Village in an effort to achieve housing stability and eventual self-sufficiency for those veterans; and

WHEREAS, the Board of County Commissioners have determined that allocating these grant funds and expending the approved grant funds serves a public purpose and is in the best interest of the County.

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby allocates \$124,652 from the Homeless Veterans Housing Assistance Program to Home Again St. Johns, Inc. and approves and authorizes the County Administrator, or designee, to execute the Grant Agreement on behalf of the County, in substantially the same form and format as attached.

Section 3. To the extent that there are typographical, administrative, or scrivener's

errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 16th day of April, 2024.

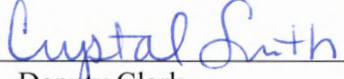
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date APR 17 2024

By: 

Sarah Arnold, Chair

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

By: 

Deputy Clerk



**HOMELESS VETERANS HOUSING ASSISTANCE PROGRAM
GRANT AGREEMENT BETWEEN
ST. JOHNS COUNTY AND
HOME AGAIN ST. JOHNS, INC**

THIS HOMELESS VETERANS HOUSING ASSISTANCE PROGRAM GRANT AGREEMENT (“Agreement”) is entered into by and between St. Johns County, a political subdivision of the state of Florida (hereinafter referred to as “County”), and Home Again St. Johns, Inc. a Florida not-for-profit corporation and federal 501(c)(3) corporation (hereinafter referred to as “Grantee” or “Home Again”), (each individually a "Party" and collectively "Parties").

RECITALS

WHEREAS, the St. Johns County Office of Veterans Services Homeless Veterans Housing Assistance Program provides financial assistance for rehousing and case management to eligible homeless veterans who are residents of St. Johns County; and

WHEREAS, Home Again and the St. Johns County Veterans Council received grant funding from the Florida Department of Veterans’ Affairs for the purchase and rehabilitation of a 20-room motel on Anastasia Boulevard in St. Johns County to be repurposed into a homeless facility for veterans to be known as Veterans Village; and

WHEREAS, Home Again has requested funding from the County for operation costs and supplies to provide case management and wrap around services to veterans residing in Veterans Village in an effort to achieve housing stability and eventual self-sufficiency for those veterans.

NOW THEREFORE, in consideration of the provisions set forth below, the sufficiency of which is mutually acknowledged, County and Grantee agree as follows:

- 1. Incorporation of Recitals.** The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
- 2. Duration of Agreement.** This Agreement shall commence upon execution by the Parties (“Effective Date”) and shall terminate 1 year from the Effective Date. Any request for an extension by Grantee of time beyond the termination date must be submitted to the County in writing no later than 30 days prior to the termination date of this Agreement. The request shall state the reason that the extension is being requested and the length of time of the requested extension. The County shall have complete discretion with respect to whether to approve or deny a timely-submitted request.
- 3. Scope of Services.** The Grantee shall use the grant funds exclusively for operation costs of providing case management and wrap around services for veterans residing in Veterans Village, to include assistance in rehousing veterans moving out of Veterans Village to permanent housing.

4. **Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Grantee, constitutes a request to negotiate the terms of this Agreement and County may accept or reject any proposed modification based on County's determination and sole and absolute discretion, that any such acceptance or rejection is in the County's best interest.

5. **Funding.** The County agrees to provide funding to the Grantee for allowable costs in connection with the Grantee's performance of the Scope of Services set forth in paragraph 3. The maximum amount of funding the Grantee is eligible to receive under this Agreement is one hundred twenty-four thousand and six hundred fifty-two dollars and no cents (\$124,652). Payment shall be made on a lump sum basis.

6. **Status Reports.** Except as provided below, during the term of this Agreement, Grantee shall submit quarterly status reports to the St. Johns County Veterans Service Office. The report shall include a description of all grant funds expended during the previous 3-month period, identifying the specific activity or time and the service provider. The first quarterly report shall be submitted 3 months after Effective Date and every 3 months thereafter.

7. **Retention, Auditing, and Review of Records.** Grantee shall retain all supporting documentation, statistical records, and any other records necessary to document its expenditures during the term of this Agreement for 5 years from the final payment. If any litigation, claim, negotiation, audit, or other action involving the records is initiated prior to the expiration of the 5-year period, the records shall be retained for one year after the final resolution of the action.

Grantee authorizes the County to review, inspect, and/or audit its books and records in order to determine whether compliance has been achieved with respect to the provisions of this Agreement.

It is specifically noted that Grantee is under no duty to provide access to documentation not related to this Agreement or that is otherwise protected by local, state, or federal law.

Any audit required under this section shall be submitted to the County no later than 180 days following the end of Grantee's fiscal year along with any corrective action plan if applicable. Failure by the Grantee to submit the audit within the required time shall result in the withholding of requested payments. In addition, the County may, at its option, terminate this Agreement. Upon written request from Grantee, and for good cause shown, the County may provide an extension of time to respond to an audit under this section.

8. **Disallowance of Funds.** If, as a result of review, inspection, or audit, Grantee cannot provide documentation of expenses, or it is determined that previously approved expenses were unallowable, such funds shall be disallowed. Grantee shall refund all disallowed funds to the County, and no further payments shall be made under this Agreement until all disallowed funds are refunded to the County. Disallowed funds shall be refunded to the County within 30 days of

Grantee's receipt of written notice from the County regarding the overpayment. If Grantee does not timely refund the disallowed funds, the County may charge interest in the amount of 1 percent per month compounded on the outstanding balance beginning 40 days after the date of notice.

9. **Notices.** All official notices to the County shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Joseph McDermott
Veterans Service Officer
St. Johns County Veterans Service Office
200 San Sebastian View
St. Augustine, FL 32084

With a copy to: St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

All official notices to Grantee shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Ellen Walden
Executive Director
Home Again St. Johns, Inc.
285 S Holmes Blvd
St Augustine, FL 32084

10. **Relationship of the County and Grantee.** This Agreement shall not be deemed to create any agency relationship, partnership, association, or joint venture between County and Grantee.

11. **Use of County Logo.** Pursuant to St. Johns County Ordinance 1992-2 and St. Johns County Administrative Policy 101.3, Grantee may not manufacture, display, or otherwise use the St. Johns County Seal/Logo or any facsimile or reproduction thereof without the express written approval of the Board of County Commissioners.

12. **Authority to Practice.** Grantee warrants that it has, and will continue to maintain all licenses and approvals required to conduct its business and the Scope of Services provided in this Agreement. Grantee further warrants that it will at all times conduct its business activities in a reputable manner.

13. **Compliance with Applicable Laws and Regulations.** Grantee shall comply with all applicable local, state, and federal laws and regulations in their performance under this Agreement.

Failure to abide by all applicable local, state, and federal laws and regulations may result in the disallowance of grant funds by the County as provided above in Section 7 of this Agreement.

14. Non-Discrimination. Grantee shall comply with the following Equal Opportunity Statement:

“No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole, or in part, with funds made available by St. Johns County.”

15. No Conflict of Interest. Grantee represents and warrants to County that it has not employed or retained any elected official, officer, or employee of County in order to secure this Agreement. Moreover, Grantee represents and warrants to County that it has not paid, offered to pay, or agreed to pay any fee, commission, percentage, brokerage, or gift of any kind contingent upon or in connection with securing and executing this Agreement.

16. Non-lobbying. Grantee agrees that funds received from the County under this Agreement shall not be used to lobby any organization, entity, person, or governmental unit in a manner inconsistent with the scope of this Agreement.

17. Public Records.

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Grantee's performance under this Agreement constitutes an act on behalf of the County, the Subrecipient shall comply, with all requirements of Florida's public records law. Specifically, if Grantee is expressly authorized, and acts on behalf of County under this Agreement, Grantee shall:

i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Activities;

ii. Upon request from County's custodian of public records, provide County, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

iii. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

applicable law for the duration of this Agreement and following completion of this Agreement if Grantee does not transfer the records to the County; and

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Grantee or keep and maintain public records required by the County to perform the Activities.

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

Failure by Grantee to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

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

18. Effect of Failure to Insist on Strict Compliance. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion.

19. Indemnification. Grantee shall indemnify, defend, and hold County and its employees and agents in both their individual and official capacity harmless from any liabilities, claims, damages, and expenses, including attorney's fees and litigation costs, arising directly or indirectly out of any negligent, reckless, or intentional act or omission of Grantee's officers, employees, or agents in connection with this Agreement.

20. Force Majeure. Neither Party shall be held to be in non-compliance with this Agreement, or suffer any enforcement or penalty relating to this Agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected Party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of

terrorism, or other event that is reasonably beyond either Party's ability to anticipate or control. When there is an event of force majeure, the affected Party shall immediately notify the other Party in writing giving the full particulars of the event of force majeure. The affected Party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this Agreement. Upon completion of the event of force majeure, the affected Party shall resume its performance under this Agreement as soon as reasonably practicable. If, due to an event of force majeure, the Grantee is unable to complete the scope of services within the term of this Agreement, the term of this Agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

21. Default and Termination. In order for the Grantee to remain eligible for funding under this Agreement, Grantee must comply with the provisions set forth in this Agreement, including any incorporated attachments or exhibits. The failure of County to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion. Should County determine that the Grantee has failed to comply with any of the provisions set forth in this Agreement or the Scope of Services, County shall notify the Grantee of such non-compliance as provided above in section 9 of this Agreement. The Grantee shall have 14 days from the date of its receipt of a notice of non-compliance to submit a written response to County that either sufficiently documents the Grantee's compliance with the conditions set forth in the notice or sufficiently sets forth all corrective actions to be taken by the Grantee in order to come into compliance with this Agreement. If the Grantee fails to sufficiently establish its compliance with the provisions of this Agreement, or fails to provide a plan to cure approved by County within such time, County may terminate this Agreement, and the Parties shall be released from any further obligations under this Agreement.

22. Assignment. In light of the scope and rationale for this Agreement, neither Party may assign or transfer any of the rights associated with this Agreement without the express written consent of the other Party. Should either Party attempt to assign or transfer any of the rights associated with this Agreement without such written consent, this Agreement shall automatically terminate without further notice or action required on the part of the other Party.

23. Amendments. Both Parties acknowledge that this Agreement constitutes the complete understanding between the Parties.

24. Governing Law and Venue. This Agreement shall be construed according to the laws of Florida. Venue for any administrative or legal action arising in connection with this Agreement shall lie exclusively in St. Johns County, Florida.

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

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

27. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the authorized representatives of the County and the Grantee have executed this Agreement on the dates provided below:

St. Johns County, Florida:

Home Again St. Johns, Inc.

Joy Andrews
County Administrator

Name:
Title:

Date of Execution

Date of Execution

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

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

Deputy Clerk