

RESOLUTION NO. 2024 - 48

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AWARDING A \$33,405.25 COMMUNITY DEVELOPMENT BLOCK GRANT TO WEST AUGUSTINE HISTORICAL COMMUNITY DEVELOPMENT CORPORATION, INC.; APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF THE SUBRECIPIENT AGREEMENT; AUTHORIZING REIMBURSEMENT OF PRE-AWARD COSTS; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SUBRECIPIENT AGREEMENT ON BEHALF OF THE COUNTY; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, for the 2021-2022 fiscal year, the U.S. Department of Housing and Urban Development (HUD) allocated St. Johns County a Community Development Block Grant (CDBG) in the amount of \$1,030,151 to assist the County in providing benefits to low- and moderate-income residents in accordance with the 2021-2025 Consolidated Plan and the 2021-2022 Annual Action Plan; and

WHEREAS, the Board of County Commissioners approved the 2021-2022 Annual Action Plan which specified certain projects to receive CDBG funding; and

WHEREAS, the County approved a substantial amendment to the 2021-2022 Annual Action Plan allocating \$33,405.25 in unused funds from a Planning and Administration Project to a Public Service Project; and

WHEREAS, the County awards West Augustine Historical Community Development Corporation, Inc. ("Subrecipient") a \$33,405.25 Community Development Block Grant under the 2021-2022 Annual Action Plan, as amended, to provide free after-school mentoring, tutoring, and homework assistance to low- and moderate-income families in the West Augustine Community Redevelopment Area through its Kids Safe Zone Afterschool Mentoring and Tutoring Program; and

WHEREAS, the County authorizes reimbursement of Subrecipient pre-award costs from December 1, 2023 to the effective date of the Agreement, not to exceed 25% of the Award; and

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

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

Section 2. The St. Johns County Board of County Commissioners hereby awards West Augustine Historical Community Development Corporation, Inc. a \$33,405.25 Community Development Block Grant and authorizes reimbursement of pre-award costs from December 1, 2023 to the effective date of the Subrecipient Agreement, not to exceed 25% of the Award.

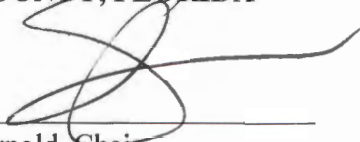
Section 3. The St. Johns County Board of County Commissioners approves the terms, conditions, and requirements of the Community Development Block Grant Subrecipient Agreement between St. Johns County, Florida and West Augustine Historical Community Development Corporation, Inc. and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County, in substantially the same form and format as attached hereto.

Section 4. To the extent there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, this Resolution may be revised without further action by the Board of County Commissioners.

Section 5. This Resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 6th day of February 2024.

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

By: 
Sarah Arnold, Chair

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

By: Crystal Smith
Deputy Clerk

Rendition Date: FEB 07 2024



**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT (“Agreement”), entered into this ____ day of _____, 2024 (“Effective Date”) by and between St. Johns County “County”) and West Augustine Historical Community Development Corporation, Inc. (“Subrecipient” or “WACDC”) (collectively herein, "Parties").

WHEREAS, County has received an allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) which provides for the development, establishment and administration of projects to benefit low- and moderate-income persons, pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient applied for CDBG funding from the County for its Kids Safe Zone Afterschool Mentoring and Tutoring Program (the “Project”); and

WHEREAS, County approved the Project as part of the substantial amendment to the 2021-2022 Action Plan and that the Project will further the goals of the 2021-2025 Consolidated Plan.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering the Kids Safe Zone Afterschool Mentoring and Tutoring Program (“Program”), as more particularly described and detailed in the Scope of Work attached hereto as Exhibit A which is incorporated herein by reference as if set forth verbatim herein, in a manner satisfactory to the County and consistent with the applicable 5-Year Consolidated Plan and 2021-2022 Annual Action Plan as amended. The Program shall include the following activities:

1. Five (5) Tutors that will provide academic tutorial/ homework assistance for 30-35 youth at 3-4 hours each day. To include but not limited to behavioral health, teacher conferences, mentoring, educational field trips, swim lessons, art/crafts & music. Tutors

will monitor each child's performance and progress through their quarterly reports' cards. A quarterly family night is held to celebrate the students' achievements and awards while sharing a sit-down meal with their family.

2. Extended care at the Kids Safe Zone Summer Camp were the main objective is to provide swimming lessons/water safety four days a week, sponsored by the St. Johns County YMCS held at the Solomon Calhoun Center.

3. The Program will also provide extracurricular activities to include but not limited to educational field trips, mentoring by veterans, and arts and crafts.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet:

WAHCDC understands activities benefiting low- and moderate- income persons are usually spoken as the top national objective to obtaining CDBG funds. WAHCDC believes that by providing "free" after-school mentoring, tutoring and homework assistance to low- and moderate- (L/M) families in the West Augustine corridor is beneficial to those parents who work every day and cannot afford quality after-school care. WAHCDC prides itself on helping the students in the Program attain A & A/B honor roll. Out of the current kindergarten group (10 kids) 90 % are well ready for 1st grade. The kindergarten group receives daily study worksheets of math, reading, letter recognition, instruction on how to properly hold their pencil & coloring. The 1st through 5th grade students receive daily homework or assistance or study work as well. The emphasis is to provide structure study habits which the children can build on.

A low- and moderate- (L/M) income person is defined as a member of a family having an income equal to or less than the Section 8 Housing Assistance Payments Program low-income limits established by HUD applicable to the size of the person's family. A family is defined as all persons living in the same household who are related by blood, marriage, or adoption. An individual living in a housing unit that contains no other person(s) related to him/her is a one-person family for this purpose. Adult children who continue to live at home with their parent(s) are part of the family for this purpose and their income must be counted in determining the total family income. A dependent child who is living outside of the home (e.g., students living in a dormitory or other student housing) is considered for these purposes to be part of the family upon which he/she is dependent, even though he/she is living in another housing unit. A low- and moderate-(L/M) income household is defined as a household in which the total income of all the household members is equal to or less than the Section 8 Housing Assistance Payments Program low-income limit established by HUD for an equivalent sized family. A household is defined as all persons occupying the

same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements. For purposes of determining whether a person or household is L/M income, “Annual income” as defined under the Section 8 Housing Assistance Payments program at [24 CFR 813.106](#) is the method of determining income certification and validation of income as adjusted for household size.

C. Performance Monitoring

The County will monitor the performance of the Subrecipient against goals and performance standards identified within Exhibit A: Scope of Work. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (30 days) after being notified by the County, contract suspension or termination procedures will be initiated. The Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County, HUD, and the Comptroller General of the United States, or any of their authorized representatives.

The Subrecipient is required to submit the required monthly Project Narrative Report by the 15th of every month for the period of performance of this Agreement.

Agreement Termination and Appeal. The County reserves the right to terminate this Agreement if the Subrecipient fails to adhere to the Scope of Work. The Subrecipient shall have the right to appeal the decision to terminate the Agreement via an appeal process. A copy of the appeal process will be attached to a termination notice.

II. TIME OF PERFORMANCE

Unless otherwise provided herein or by a supplemental agreement or amendment, the term of this Agreement shall commence upon execution by both parties and shall remain in effect for one year from the Effective Date of this Agreement. This Agreement may be renewed for an additional one-year period upon mutual agreement of the Parties. Notwithstanding the foregoing, the term of this Agreement shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. Quarterly Performance Timeline	Expected Cumulative Totals
December 31, 2023	8
March 31, 2024	18
June 30, 2024	24
September 30, 2024	35

III. BUDGET

Expense (December 2023, January 2024, February 2024, March	Amount	Description
Salary & Fringe	\$31,280	Five (5) Tutors will be paid by Subrecipient at the wage of \$20.00 per hour.
Supplies and Material	\$925.25	Consumable classroom supplies such as paper, notebooks, file folders, pens, pencils, markers, textbooks, flashcards, calculators, classroom posters, learning software, laptop
Grant Administrator	\$1,200	Grant Administrator
TOTAL	\$33,405.25	Subrecipient will not be reimbursed for any expenses exceeding the amount of

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the County may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **Thirty-Three Thousand Four Hundred and Five Dollars and Twenty-Five Cents (\$33,405.25)**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph IV herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph IV and in accordance with performance. Exhibit A (Scope of Work) Paragraph 5 (Project Expense Reimbursement) further identifies payment process to be used for this Agreement.

It is expressly acknowledged that the funding amount does not constitute the full cost of the scope of services. It is the subrecipient's sole responsibility to obtain the necessary funds to complete the Scope of Work. Additionally, the County will reimburse Subrecipient for allowable per-ward costs from December 1, 2023 to the Effective Date of this Agreement, not to exceed 25% of the funding amount stated above.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage

prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

County

St. Johns County Board of County Commissioners
Attn: Jennifer Harvey
Housing and Community Services Manager
200 San Sebastian View
Suite 2300
St. Augustine, FL 32084

Subrecipient

West Augustine Historical CDC
Attn: Greg White, President
905 Pearl Street,
St. Augustine, Florida 32084

VI. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. As such, neither the Subrecipient, nor any employees, agents, officials, servants, or subcontractors of the Subrecipient shall be eligible for any benefits afforded employees or officials of the County, including but not limited to unemployment compensation, FICA, retirement, life, or medical insurance, and worker's compensation insurance. The Subrecipient has no power or authority to bind the County in any manner in any promise, agreement, or representation, other than as specifically provided in this Agreement.

C. Indemnification

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

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

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

The Subrecipient shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Subrecipient has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Subrecipient of its liability and obligations under this Agreement.

F. County Recognition

The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this

Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

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

G. Amendments

The County or Subrecipient may request an amendment to this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of work, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

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

I. Natural Disaster

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards.

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller

General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning sub-recipient audits and 2 CFR 200. The Subrecipient will submit this annual agency audit to the County by June 30 of each year.

C. REPORTING AND PAYMENT PROCEDURES

1. Program Income

Program Income is not anticipated for this activity. In the event program income generated, the Subrecipient must immediately report and remit to the County. Failure to remit any program income will be treated as a breach of this Agreement and will result in the termination of the Agreement. Any unused CDBG funds will be unencumbered.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the approved Budget and the Project Expense Reimbursement process set forth in Exhibit A. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County and set forth in Exhibit A, paragraph 8.

D. PROCUREMENT

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

2. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets (as applicable)

The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT (as applicable)

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a project assisted with CDBG funds pursuant to this Agreement. In the event relocation assistance is required under this paragraph, the Subrecipient shall coordinate with the County regarding the payment of relocation assistance. The Subrecipient also agrees to comply with applicable County ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. **Compliance.** The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination**. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
3. **Land Covenants**. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. **Section 504**. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION

1. **Approved Plan**. The Subrecipient agrees that it shall be committed to carry out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. **Women- and Minority-Owned Businesses (W/MBE)**. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records.** The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. **Subcontract Provisions.** The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and X.B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1. **Prohibited Activity.** The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. **Labor Standards. (as applicable)**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. To the extent applicable to this Agreement, the Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

3. **“SECTION 3” CLAUSE (as applicable)**
 - a. **Compliance**

When applicable, the Subrecipient agrees to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued prior to the execution of this Agreement as a condition of the Federal financial assistance provided under

this Agreement and binding upon the County, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies

of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts**

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT

1. **Assignability**. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County.
2. **Subcontracts**.
 - a. **Approvals**. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.
 - b. **Monitoring**. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. **Content**. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. **Selection Process**. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.
3. **Hatch Act**. The Subrecipient shall comply with the requirements of the Hatch Act (5 U.S.C. 1501-1508) and shall ensure that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, including, but not limited to, the following:

- i. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds;
- ii. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Subrecipient, or any designated public agency.

5. **Contingency Fee.** The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subrecipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include a brokerage fee, however denoted. In the event of a breach or violation of this paragraph, the County shall have the right to terminate this Agreement without liability.

6. **Lobbying.** The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
7. **Copyright.** If this Agreement results in any copyrightable material or inventions, the County and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.
 8. **Religious Activities.** The Subrecipient acknowledges that CDBG funds may not be used for inherently religious activities, such as worship, religious instruction, or proselytization. The requirements of 24 CFR 5.109, as applied to the CDBG program pursuant to 24 CFR 570.200(i), are incorporated into this Agreement by reference.
 9. **Drug-Free Workplace.** The Subrecipient certifies that it shall provide drug-free workplaces in accordance with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and 2 CFR Part 2429.

X. **ENVIRONMENTAL CONDITIONS**

A. **Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S.C., 7401, et seq.;
- ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

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

C. **Lead-Based Paint.** The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation.**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. **Public Records.**

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

- B. In accordance with Florida law, to the extent that the Subrecipient's performance under this Agreement constitutes an act on behalf of the County, the Subrecipient shall comply, with all requirements of Florida's public records law. Specifically, if the Subrecipient is expressly authorized, and acts on behalf of the County under this Agreement, the Subrecipient shall:
- i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Activities;
 - ii. Upon request from the County's custodian of public records, provide the County, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Subrecipient does not transfer the records to the County; and
 - iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Activities.
- C. If the Subrecipient transfers all public records to the County upon completion of this Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Subrecipient to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

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

XII. **SEVERABILITY.**

If any provision 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, all applications thereof, not having been declared void, invalid, or otherwise unenforceable, shall remain in effect.

XIII. **SECTION HEADINGS AND SUBHEADINGS.**

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

XIV. **WAIVER.**

The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

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

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

XVII. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Subrecipient with respect to this Agreement.

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

ST. JOHNS COUNTY

Joy Andrews
County Administrator

Date

Subrecipient
West Augustine Historical Community
Development Corporation, Inc.

Gregory White, President

Date

ST. JOHNS COUNTY

Jennifer Harvey
Housing and Community Services Manger

Date

ATTEST: Brandon J. Patty, Clerk of Court

Deputy Clerk

Date

Approved as to form and legal sufficiency:

Kealey West
Sr. Assistant County Attorney

Date

EXHIBITS

Exhibit A – Scope of Work

Attachment 1 – Certification Cover Page for Reimbursement Request

Attachment 2– Request for Reimbursement

Attachment 3– Monthly Project Narrative Report

Attachment 4– Direct Benefit Self-Certification of Income

Exhibit B – Insurance Requirements

EXHIBIT A

**ST. JOHNS COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT**

SCOPE OF WORK

Project Number and Title:

Project Dates: The Kids Safe Zone Afterschool Mentoring and Tutoring Program (“Program”) will provide Afterschool Tutoring & Academic Program during the 2023-2024 calendar school year three (3) hours Monday, Tuesday, Thursday and Friday. Wednesday is four (4) hours on St. Johns County early release day and inclusive of summer programs.

1. **Project Description:** Program activities and objectives include the following:
 - Five (5) Tutors who provide academic tutorial/ homework assistance for 30-35 youth at 3-4 hours each day. Tutor responsibilities include, but are not limited to, behavioral health, teacher conferences, mentoring, educational field trips, swim lessons, art/crafts & music. Tutors will monitor each child’s performance and progress through their quarterly report cards. A quarterly family night is held to celebrate the students’ achievements and awards while sharing a sit-down meal with their family.
 - The Program also provides extended care at the Kids Safe Zone Summer Camp where the main objective is to provide swimming lessons/ water safety four days a week, sponsored by the St. Johns County YMCA held at the Solomon Calhoun Center.
 - The Program will also provide extracurricular activities to include but not limited to educational field trips, mentoring by veterans, and arts and crafts.

2. **Participant Eligibility:** The eligible participants of the Program must demonstrate they are from low-income/moderate income households, as defined by HUD income limits, and do not live within the city limits of St. Augustine. Attachment 4, attached hereto and incorporated herein by reference, includes HUD income limits, based on family size. Participant files must include all documents that demonstrate family size, income, and participant eligibility.

3. **Performance Measures:** At least 35 eligible participants will be enrolled in the program.

Quarterly Performance Timeline	Expected Cumulative Totals
December 31, 2023	8
March 31, 2024	18
June 30, 2024	24
September 30, 2024	35

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

The budget for the Kids Safe Zone Afterschool Mentoring and Tutoring Program is limited to the following:

Expense (December 2023, January 2024, February 2024, March 2024)	Amount	Description
Salary & Fringe	\$31,280	Five (5) Tutors will be paid by Subrecipient at the wage of \$20.00 per hour.
Supplies and Material	\$925.25	Consumable classroom supplies such as paper, notebooks, file folders, pens, pencils, markers, textbooks, flashcards, calculators, classroom posters, learning software, laptop maintenance.
Grant Administrator	\$1,200	Grant Administrator Salary
TOTAL	\$33,405.25	Subrecipient will not be reimbursed for any expenses exceeding the amount of \$33,405.25

5. **Project Expense Reimbursement:** To seek reimbursement for Program expenses, Subrecipient shall provide the County with monthly Reimbursement Request forms (Attachments 1,2,3,4), demonstrating Project costs which are limited to the salary, fringe, supplies and grant administrator. Reimbursement Request forms must be accompanied by receipts for supplies and materials, payroll journal and timesheets for the Grant Administrator and Tutors. The County shall review the invoices, receipts, and timesheets to ensure that all expenditures comply with CDBG regulations. Upon approval of the invoices, the County will reimburse Subrecipient for expenses deemed to be eligible. The County will deny requests for reimbursement of expenses that are deemed to be ineligible, under either the terms of the Agreement or CDBG regulations.

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

7. **Project Files:** The Subrecipient shall establish a physical file on each project participant household. The file will include documentation of the eligibility of the participant household, including family size, income level, age, race, ethnicity, disability status, and Female Head of Household data. Subrecipient will verify the above data points by physically viewing original documents and then photocopying these documents for placement in the physical file. Social Security numbers shall be redacted from documents before placing these documents into the

physical file.

8. **Project Reporting – Performance Measures:** Program information related to demographics, performance measures, project activities, and accomplishments shall be reported by the Subrecipient on the Monthly Project Summary form (see Attachment 3). The County may use the Monthly Project Summaries in communications with HUD. Monthly Project Summary Form must be completed and submitted by the 15th of every month.

Subrecipient is required to submit a **Direct Benefit Self-Certification of Income (Attachment 4)** for each unduplicated program participant.

9. **Program Record Maintenance:** For a period of four years from the date of closeout of the Project, Subrecipient shall maintain all records required by HUD/CDBG.

**Attachment 1:
CERTIFICATION COVER PAGE FOR REIMBURSEMENT REQUEST**

Reporting Period: _____

Agency: **West Augustine Historical CDC**
Kids Safe Zone After School Mentoring
And Tutoring Program
905 Pearl Street
St. Augustine, FL 32084

Email to: Marie Guilfoyle, CDBG – Housing Program Specialist
Housing and Community Development/Health and Human Services
200 San Sebastian View, Suite 2300
St Augustine, FL 32084

Phone: 904-827-6897 / Email: gguilfoyle@sjcfl.us

Per contract entered into by St. Johns County and **Kids Safe Zone After School Mentoring and Tutoring Program**, this payment request is based on actual budgeted expenses during this reporting period. Attached is the monthly program expenditure report with narrative.

Please remit payment for the following month of service: _____
Total Requested Payment: \$ _____

I certify that all services on this report have been performed in compliance with applicable statues and regulations, and in accordance with the approved St. Johns County contract.

Name of Representative

Signature of Representative

Date: _____

<u>For St. Johns County Use Only:</u>	
Certified by: _____	Title: _____
Date: _____	

Attachment 2- Request for Reimbursement

Agency: Kids Safe Zone Tutoring Program			Reporting Month:		
Expenses	Approved Program Budget	Monthly Expenditures	Previous Month Total Expenditure to Date	Total Expenditures to Date	Budget Remaining
Salaries & Fringe	\$ 31,280.00	\$ -	\$ -	\$ -	\$ 31,280.00
Supplies and Material	\$ 925.25	\$ -	\$ -	\$ -	\$ 925.25
Grant Administrator	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
Total Expenses	\$ 33,405.25	\$ -	\$ -	\$ -	\$ 33,405.25
Must be based on actual budgeted expenditures during reporting period.			Must be accompanied by invoices/ receipts/ Timesheets/		
EXPENSE	EXPENDITURE AMOUNT:	JUSTIFICATION NARRATIVE: (Provide references to invoices to be paid for each expense)			
Salaries	\$ -				
Fringe	\$ -				
Supplies and Material	\$ -				
Grant Administrator	\$ -				
Total requested reimbursement for the month	\$ -				

Name of Authorized Representative

Signature of Authorized Representative

Date

**Attachment 3
MONTHLY PROJECT NARRATIVE REPORT**

Project's Name:	Reporting Period:
Number of new participants admitted this month:	
NARRATIVE (program highlight, achievements and learning gains)	
DRAFT	
I certify that all services on this report have been performed in compliance with applicable statues and regulations, and in accordance with the approved St. Johns County contract.	
Printed Name: _____	
Signature: _____	
Date: _____	
<small>All data provided on this form should be verifiable with records in participant files, payroll logs, and other documents generated by or maintained by the Subrecipient, for a period of six years after the closeout of this grant and available for audit at any time. On this report, individual participants should be identified solely by an assigned participant number.</small>	

**Attachment 4 – Direct Benefit Self-Certification of Income
Public Service Program
St. Johns County Public Service Grant
CDBG Funded Activity**

Name of Public Service: **Kids Safe Zone After-School Mentoring and Tutoring Program**

Page 1 to be filled out by Participant (Parent/Legal Guardian)

**Part I: Confidential Unduplicated Participant/ Beneficiary HUD Demographic Information
(This section is voluntary)**

Ethnicity (Select One)	Not Hispanic	Hispanic
Race		(Select One)
White		<input type="checkbox"/>
Black/ African American		<input type="checkbox"/>
Asian		<input type="checkbox"/>
American Indian/ Alaskan Native		<input type="checkbox"/>
Nat. Hawaiian/ Other Pacific Island		<input type="checkbox"/>
American Indian/ Alaskan Native & White		<input type="checkbox"/>
Asian & White		<input type="checkbox"/>
Black/ African American & White		<input type="checkbox"/>
American Indian/ Alaskan & African American		<input type="checkbox"/>
Other Multi-Racial		<input type="checkbox"/>
Check Box if Program Recipient household is also a Veteran		<input type="checkbox"/>

Part II: Confidential Participant/ Beneficiary Income Certification

My total family size consists of _____ members, and the total gross annual income* for all adult members is \$_____.

*Gross annual income must include all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc., but **does not** include the income of live-in aids, per CFR 5.403).

I certify that the information give on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds, which may include immediate repayment of all Federal or State funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by state or federal personnel as part of compliance monitoring.

Participant/ Beneficiary Information:

Signature: _____ Date: _____
 Name (print): _____
 Physical Home Address: _____ City: _____

**Public Service Program SELF-CERTIFICATION of Income for County of St. Johns
CDBG Funded Activity**

Page 2 to be filled out by Grant Administrator and/or Authorized Designee

Check Box if Program Recipient contains single-woman Head of Household	<input type="checkbox"/>
Check Box if Program Recipient household contains a disabled individual, as defined by Americans with Disabilities Act (ADA)	<input type="checkbox"/>

Public Service Funded by: Grant#: _____ -Or- PI Waiver in Fiscal Year: _____

Program Service Area: Citywide -Or- Countywide -Or- Other (describe): _____

Participant/ Beneficiary Family Income and Location Verification: _____

Family is (use the 2023 HUD Income Chart on page 3):

- 30% or less (Extremely Low Income)
- 31%-50% (Low Income)
- 51%-80% (Moderate Income)
- Over 80% of median income: **NOT ELIGIBLE FOR CDBG ASSISTANCE**

Program Operator must:

1. Print the HUD current income limits, and
2. Circle the applicable family size and annual income on printout, and
3. Include the copy of the circled printout in the program's applicant file: and
4. Must complete confidential demographic data, if participant/ beneficiary leaves blank.

Name of Participant/ Beneficiary: _____

Physical home address is: Within Service Area Outside Service Area

NOTE: significant number of program participants/ beneficiary must reside in program service area.

Note: This completed certification, whether Beneficiary was assisted or not, must be maintained

Program Operator Certification: I certify that the Participant/ Beneficiary demographic data and public service information is true as correct, to the best of my knowledge. I certify that, using the current HUD annual income publication compared to the stated family size and income, the income level shown above is true and correct. I certify that Participant/ Beneficiary residency status is true and correct, per the requirements of 24 CFR 570.486(b) and/ or (c) as applicable.

in the program file for review at time of monitoring.

Program Operator Name (Printed): _____

Job Title: _____

Signature: _____ Date: _____

Eligibility is valid until (three years after signed certification) Date: _____

**SHIP, HHRP & CDBG 2023 Gross Income Limits
Adjusted to Family Size
(Based on Area Median Income of \$93,300)**

Household Size	Extremely Low Income (30%)	Very Low Income (50%)	Low Income (80%)	Moderate Income (120%)
1	\$18,600	\$31,000	\$49,600	\$74,400
2	\$21,250	\$35,400	\$56,650	\$84,960
3	\$23,900	\$39,850	\$63,750	\$95,640
4	\$26,550	\$44,250	\$70,800	\$106,200
5	\$28,700	\$47,800	\$76,500	\$114,720
6	\$30,800	\$51,350	\$82,150	\$123,240
7	\$32,950	\$54,900	\$87,800	\$131,760
8	\$35,050	\$58,450	\$93,500	\$140,280

DRAFT

EXHIBIT B: INSURANCE REQUIREMENTS

ST. JOHNS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT

Insurance:

The Subrecipient shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Subrecipient shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Subrecipient has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Subrecipient of its liability and obligations under this Agreement.

Certificate Holder Address:

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

The Subrecipient shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Subrecipient from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Subrecipient or by anyone directly employed by or contracting with the Subrecipient .

The Subrecipient shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Subrecipient shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Subrecipient from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Subrecipient or by anyone directly or indirectly employed by a Subrecipient .

The Subrecipient shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees.