

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROPRIATING \$125,000 TO HOME AGAIN ST. JOHNS, INC. FOR OPERATIONAL COSTS FOR VETERANS VILLAGE; RECOMMENDING REOCCURRING FUNDING SUBJECT TO ANNUAL APPROPRIATION AND BUDGET APPROVAL; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE COUNTY.

**RECITALS**

**WHEREAS**, Home Again St. Johns, Inc. 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, known as Veterans Village; and

**WHEREAS** Home Again manages Veterans Village which provides shelter and essential services to veterans who are unhoused or unable to find affordable housing and provides a safe haven for veterans where they receive assistance in finding employment and other essential services; and

**WHEREAS** Home Again has requested \$125,000 in funding from the County for operation costs for Veterans Village for fiscal year 2025 and on an annual reoccurring basis; and

**WHEREAS**, the Board of County Commissioners have determined that supporting Veterans Village 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 as follows:

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

**Section 2.** For fiscal year 2025, \$125,000 in general revenue funds are hereby allocated to Home Again St. Johns, Inc. for Veterans Village.

**Section 3.** The Board of County Commissioners hereby recommends reoccurring funding to Home Again St. Johns for operational costs for Veterans Village, subject to annual appropriation and budget approval.

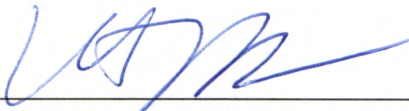
**Section 4.** The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to execute the Grant Agreement between Home Again St. Johns, Inc. and the County, in substantially the same form and format as attached.

**Section 5.** To the extent that there are typographical, administrative, or scrivener 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.

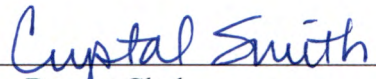
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 21<sup>st</sup> day of January 2025.

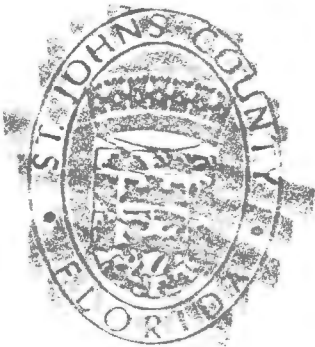
Rendition Date JAN 21 2025

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

By:   
Krista Joseph, Chair

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

By:   
Deputy Clerk



**AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY  
AND  
HOME AGAIN ST. JOHNS, INC  
FOR VETERANS VILLAGE**

**THIS AGREEMENT (“Agreement”)** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025, (“Effective Date”) by and between St. Johns County, a political subdivision of the state of Florida (“County”), and Home Again St. Johns, Inc. (“Home Again”), a Florida not-for-profit corporation and federal 501(c)(3) corporation whose address is 285 South Holmes Boulevard, St. Augustine, Florida 32084 for certain services for Veterans Village.

**RECITALS**

**WHEREAS** Home Again 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, known as Veterans Village; and

**WHEREAS** Home Again owns, operates, and manages Veterans Village which provides shelter and essential services to veterans who are unhoused or unable to find affordable housing and provides a safe haven for veterans where they receive assistance in finding employment and other essential services.

**WHEREAS** Home Again has requested funding from the County to assist with operation costs and services to veterans residing in Veterans Village; now, therefore

**IN CONSIDERATION** of the foregoing and mutual obligations set forth herein, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct in all respects and are hereby incorporated into and made a part hereof.
2. **Term and Renewal.** This Agreement shall commence on the Effective Date and shall continue through September 30, 2025. This Agreement may be extended only with the written agreement of both Parties. The County’s obligation to pay under the provisions of this Agreement or any subsequent extension, are subject to appropriation by the St. Johns County Board of County Commissioners. This Agreement does not guarantee funding beyond fiscal year 2025 without further appropriation and extension of this Agreement.
3. **Scope of Services.** Home Again shall use the funds exclusively for veteran related needs and operational needs at Veterans Village to include, but not limited to, case management, resource and referral, employment-related activities, drug and alcohol support, transportation to

appointments, deposits, rental assistance, food, durable medical equipment (not covered by insurance, VA, etc.), appliances to assist the veteran such as grab bars, shower chairs, etc. (not covered by any insurance, VA, etc.) and other needs a veteran may need to start work or continue employment and remain housed.

4. **Funding.** The County agrees to provide funding to Home Again for allowable costs in connection with the Scope of Services set forth in paragraph 3. The maximum amount of funding for fiscal year 2025 is one hundred twenty-five thousand dollars (\$125,000). Payment shall be made on a lump sum basis.

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

6. **Retention, Auditing, and Review of Records.** Home Again 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.

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

It is specifically noted that Home Again 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 the fiscal year along with any corrective action plan if applicable. Failure by Home Again 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 a written request from Home Again, and for good cause shown, the County may provide an extension of time to respond to an audit under this section.

7. **Disallowance of Funds.** If, as a result of review, inspection, or audit, Home Again cannot provide documentation of expenses, or it is determined that previously approved expenses were unallowable, such funds shall be disallowed. Home Again 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 Home Again's receipt of written notice from the County regarding the overpayment. If Home Again 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.

8. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and does not create any rights or privileges in any third parties.

9. **No Waivers.** Failure of the County to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

10. **Notices.** All notices, requests, and other communications to the County required under this Agreement shall be in writing and delivered either by hand (receipt of delivery required), sent by certified mail, or sent by electronic mail (email), provided that confirmation of receipt is obtained by the sender to:

Joseph McDermott  
Veterans Service Officer  
St. Johns County Veterans Service Office  
200 San Sebastian View  
St. Augustine, FL 32084  
[jmcdermott@sjcfl.us](mailto:jmcdermott@sjcfl.us)

With a copy to: St. Johns County

Office of the County Attorney  
ATTN: Kealey West  
500 San Sebastian View  
St. Augustine, FL 32084  
[kwest@sjcfl.us](mailto:kwest@sjcfl.us)

All official notices to Home Again 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

11. **Relationship with the County and Home Again.** This Agreement shall not be deemed to create any agency relationship, partnership, association, or joint venture between County and Home Again.

12. **Use of County Logo.** Pursuant to St. Johns County Ordinance 1992-2 and St. Johns County Administrative Policy 101.3, Home Again 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.

13. **Authority to Practice.** Home Again 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. Home Again further warrants that it will always conduct its business activities in a reputable manner.

14. **Compliance with Applicable Laws and Regulations.** In performing under this Agreement, Home Again shall comply with all applicable federal, state, and local laws, rules, and regulations as the same exist or as may be amended from time to time. Failure to abide by all applicable federal, state, and local laws, rules, and regulations may result in the disallowance of funds by the County as provided above in paragraph 7 of this Agreement.

15. **Non-Discrimination.** Home Again shall comply with the following Equal Opportunity Statement:

“No person shall, on the grounds of race, creed, color, sex, (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor 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.”

16. **No Conflict of Interest.** Home Again represents and warrants to the County that it has not employed or retained any elected official, officer, or employee of the County to secure this Agreement. Moreover, Home Again represents and warrants to the 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.

17. **Non-lobbying.** Home Again agrees that funds received from the County under this Agreement shall not be used to lobby any organization, entity, person, or governmental unit.

18. **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 Home Again'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 Home Again is expressly authorized, and acts on behalf of County under this Agreement, Home Again 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 Home Again 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 Home Again or keep and maintain public records required by the County to perform the Activities.

If Home Again transfers all public records to the County upon completion of this Agreement, Home Again shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Home Again keeps and maintains public records upon completion of this Agreement, Home Again 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 Home Again to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF HOME AGAIN 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

19. **Indemnification.** Home Again shall indemnify, defend, and hold the 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 Home Again's officers, employees, or agents in connection with this Agreement.

20. **Limitations of Government Liability.** Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute as it now exists or may be changed from time to time, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

21. **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, Home Again 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.

22. **Default and Termination.** For Home Again to remain eligible for funding under this Agreement, Home Again must comply with the provisions set forth in this Agreement, including any incorporated attachments or exhibits. Should the County determine that Home Again has failed to comply with any of the provisions set forth in this Agreement or the Scope of Services, County shall notify Home Again of such non-compliance as provided above in paragraph 10 of this Agreement. Home Again 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 Home Again's compliance with the conditions set forth in the notice or sufficiently sets forth all corrective actions to be taken by Home Again to come into compliance with this Agreement. If Home Again 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.

23. **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.

24. **Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Home Again, 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.

25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter hereof.

26. **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.

27. **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.

28. **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 Home Again 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:

\_\_\_\_\_  
Office of County Attorney

\_\_\_\_\_  
Date of Execution

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

\_\_\_\_\_  
Deputy Clerk

Commissioner Sarah Arnold,

I wanted to Thank you and the Board of County Commissioners for the continued support towards Home Again of St Johns/Veterans Village. I currently serve as President of the Board for Home Again and wanted to make a formal request for the \$125,000 funding Veterans Village received this past year. We spoke briefly at the Veterans Village lighting day in which Commissioners Whitehurst, Commissioner Taylor and you gave valuable time to volunteer with Christmas lights for veteran residents. In that conversation I mentioned the shortfall we have in operations of the facility that serves our heroes. Veterans Village would greatly benefit with this \$125,000 being a reoccurring funding partnership each year to ease the pain of our veterans facing the housing challenges in St Johns County. These funds would strengthen the veteran community with this private-public partnership. Please do not hesitate to call if you have any questions and Thank you and the Board of County Commissioners in advance for the consideration of our request.

Sincerely,

Troy Blevins

President of the Board - Home Again of St Johns

**2025 Budget Veterans Village**

<b>Revenue</b>	
FDVA Grant	155,556.00
Program Rents	144,000.00
County Grant (pending)	125,000.00
<b>Ttoal Revenue Anticipated</b>	<b>424,556.00</b>
<b>Expenditures</b>	
Salaries	285,000.00
Utilities	27,320.00
Insurance	25,184.00
Building Maintainence	15,000.00
Office Supllies	2,000.00
Computer related costs	1,500.00
Janitorial Supplies	1,600.00
Training costs	400.00
Conferences	1,000.00
Rental Assistance (rent, deposits, emergency housing, respite)	20,000.00
Durable Medical equipment/assistive devices	2,500.00
Transportation	500.00
Food	6,000.00
<b>Total Expenditures Anticipated</b>	<b>388,004.00</b>

\*\* This is our first year of operation and these are projections