

30**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***10/3/2017****BCC MEETING DATE****TO:** Michael D. Wanchick, County Administrator**DATE:** August 28, 2017**FROM:** Shawna Novak, Director, HHS**PHONE:** 827-6089**SUBJECT OR TITLE:** Community Development Block Grant Agreement between St. Johns County and West Augustine Historical Community Development Corporation.**AGENDA TYPE:** Consent Agenda, Contract, Resolution**BACKGROUND INFORMATION:**

On May 18, 2016, the County issued a Notice of Funding Availability inviting eligible St. Johns County non-profit organizations to submit proposals related to the objectives of the newly developed Community Development Block Grant (CDBG) program. Project proposals were accepted between May 18, 2016 and June 17, 2016. On June 26, 2016, a publicly noticed project application evaluation meeting was held where projects were evaluated by the CDBG Scoring Committee. On August 2, 2016, the Board of County Commissioners, through the approval of the 2016-2017 Action Plan, approved the recommendations of the CDBG Scoring Committee and authorized the County Administrator, or his designee, to proceed with the execution of subrecipient agreements with organizations that submitted the highest scoring project proposals. This subrecipient agreement is between the County and the West Augustine Historical Community Development Corporation, in the amount of \$40,740, and will be used to provide tutorial and enrichment services to disadvantaged children. In order to expend these funds for their intended purpose, a motion to approve this Subrecipient Agreement is required.

1. IS FUNDING REQUIRED? Yes**2. IF YES, INDICATE IF BUDGETED.** Yes**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:** 0094-55304**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution No.____ approving the terms, conditions, and requirements of the subrecipient agreement between St Johns County and the West Augustine Historical Community Development Corporation, and authorizing the County Administrator or designee to execute the Agreement on behalf of the County.

For Administration Use Only:

Legal: PFM 9/6/2017

OMB: DC 9/7/2017

Admin: KS 9/7/2017

RESOLUTION NO. 2017-_____

**A RESOLUTION BY THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA,
AUTHORIZING THE COUNTY ADMINISTRATOR, OR
HIS DESIGNEE, TO IMPLEMENT A SUBRECIPIENT
CONTRACT FOR THE WEST AUGUSTINE HISTORICAL
COMMUNITY DEVELOPMENT CORPORATION,
UNDER THE PROVISIONS OF THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM.**

RECITALS

WHEREAS, the COUNTY submitted an application for CDBG Entitlement funding through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has awarded the COUNTY a grant to assist the COUNTY in providing benefits to low and moderate income residents in accordance with the FY 2016-2017 Action Plan and the COUNTY's Consolidated Plan (the "Award"); and

WHEREAS, the COUNTY issued a Notice of Available Funding soliciting applications from non-profit organizations seeking funds for the provision of public services that serve low and moderate income residents of the COUNTY (the "Notice"); and

WHEREAS, the West Augustine Historical Community Development Corporation, known as SUBRECIPIENT, is a responsible respondent to the Notice; and

WHEREAS, the COUNTY desires to grant a portion of the Award to the SUBRECIPIENT for the provision of those services identified in Subrecipient Agreement Exhibit A: Scope of Work, in order to accomplish the goals established in the COUNTY's Consolidated Plan.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY:**

Section 1. Incorporation of Recitals.

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board of County Commissioners hereby adopts the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to take the necessary steps to implement the Subrecipient Contract.

Section 3. Correction of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change

the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement is entered into this _____ day of _____, 2017 between St. Johns County (the County), a political subdivision of the state of Florida, and the West Augustine Historical Community Development Corporation (the Subrecipient), a Florida not-for-profit corporation.

RECITALS

WHEREAS, the County submitted an application for CDBG Entitlement funding through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has awarded the County a grant to assist the County in providing benefits to low and moderate income residents in accordance with the FY 2016-2017 Action Plan and the County's Consolidated Plan; and

WHEREAS, the County issued a Notice of Available Funding soliciting applications from non-profit organizations seeking funds for the provision of public services that serve low and moderate income residents of the County; and

WHEREAS, the Subrecipient, is a responsible respondent to the Notice; and

WHEREAS, the County desires to grant a portion of the Award to the Subrecipient for the provision of those services identified in Exhibit A: Scope of Work, in order to accomplish the goals established in the County's Consolidated Plan.

NOW THEREFORE, in consideration of the terms set forth below, the receipt and sufficiency of which are mutually acknowledged, the County and the Subrecipient agree as follows:

Section 1. Incorporation of Recitals. The above recitals are incorporated by reference into the body of this agreement and such recitals are adopted as findings of fact.

Section 2. Incorporation of Exhibits. The following attached exhibits are incorporated into this agreement:

- Exhibit A: Scope of Work
- Exhibit B: Reimbursement Request
- Exhibit C: Monthly Project Summary
- Exhibit D: Insurance Requirements
- Exhibit E: West Augustine CRA Boundaries
- Exhibit F: HUD Income Limits for St. Johns County (June 2017)
- Exhibit G: Physical Participant File + Project Application with Acceptable Eligibility Documents
- Exhibit H: Authorization Signature Card
- Exhibit I: Time Sheet
- Exhibit J: Standard Terms

Section 2. Duration of Agreement. This agreement shall commence on October 3, 2017 and shall terminate on April 3, 2018. Any request for an extension of time beyond the termination date must be submitted to the County in writing, no later than 30 days prior to the termination date. The request for an extension shall state the reason for the extension and the length of time requested. The County shall have complete discretion to approve or deny the request for extension.

Section 3. Scope of Work. The Subrecipient shall perform the services set forth in Exhibit A, the contents of which are incorporated into this agreement. Any modification to the scope of work shall require written advance notice and justification from the Subrecipient and the prior written approval of the County.

Section 4. Funding. The County agrees to reimburse the Subrecipient for allowable costs in connection with the Subrecipient's performance of the services set forth in Exhibit A. The maximum amount of funding that the Subrecipient is eligible to receive under this agreement is forty thousand seven hundred forty dollars (\$40,740). It is expressly acknowledge 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.

Payments to the Subrecipient under this agreement shall be made on a reimbursement basis. Subrecipient shall submit a Reimbursement Request (Exhibit B) to the County by the 15th day of each month. The Reimbursement Request shall include a written justification of the expenses incurred in connection with the scope of work. To be eligible for reimbursement under this agreement, expenses must be necessary and reasonable for the effective and efficient accomplishment of the scope of work. Project costs are generally described in Exhibit A.

The County may return a Reimbursement Request and request additional information regarding its contents. Under such circumstances, the timeframe for payment shall be extended by the time necessary to receive the requested information. Upon receipt and verification of the Reimbursement Request, the County shall process the request and forward payment to the Subrecipient within 30 days of verification.

It is strictly understood that Subrecipient is not entitled to the above referenced amount of compensation. Rather, the Subrecipient's compensation is dependent upon the Subrecipient adhering to the Scope of Work set forth set forth in Exhibit A. Subrecipient's compensation is dependent upon satisfactory completion and delivery of all deliverables noted in the scope of work and detailed in this agreement.

5. Status Reports. Except as provided below, during the term of this agreement, Subrecipient shall submit Monthly Project Summaries (Exhibit C) to the County. The report shall include a description of the work accomplished, any problems encountered, and any other relevant information with respect to the progress of the scope of work.

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

the action.

Subrecipient authorizes the County to review, inspect, and/or audit its books and records in order to determine whether compliance has been achieved with respect to the provisions of this agreement. It is specifically noted that Subrecipient 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 Subrecipient's fiscal year along with any corrective action plan if applicable. Failure by the Subrecipient 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.

7. Disallowance of Funds. If, as a result of review, inspection, or audit, Subrecipient cannot provide documentation of expenses or it is determined that previously reimbursed expenses were unallowable, such funds shall be disallowed. Subrecipient 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 Subrecipient's receipt of written notice from the County regarding the overpayment. If Subrecipient 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 Commitment of County Funds. This agreement is neither a general obligation of the County nor is it backed by the full faith and credit of the County. Although the County will make all reasonable efforts to provide grant funds, the County makes no express commitment to provide such funds in any given County fiscal year. Pursuant to the requirements of Section 129.07, Florida Statutes, payment of each grant payment is subject to specific annual appropriations by the St. Johns County Board of County Commissioners sufficient to pay the grant payments during that County fiscal year. It is expressly acknowledged that Subrecipient cannot demand that the County appropriate or provide any such funds in any given County fiscal year.

It is expressly acknowledged that if grant funds are not available in one or more County fiscal years, Subrecipient is not entitled to receive additional payments in a succeeding County fiscal year in order to make up for the shortfall or unavailability of grant funds unless such payments are specifically authorized by resolution of the Board of County Commissioners.

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

West Augustine Historical Community Development Corporation
905 Pearl Street
St Augustine, FL 32084

All official notices to Subrecipient shall be delivered either by hand (receipt of delivery

required) or by certified mail to:

St. Johns County Board of County Commissioners
Housing & Community Development, Suite 2300
200 San Sebastian View
St. Augustine, FL 32084

An official notice is any notice or other communication required pursuant to paragraphs 2, 4 (except for Subrecipient's monthly request for reimbursement), 6, 7, and 21 of this agreement. All other correspondence not classified as official notices may be delivered by any means acceptable to both parties, including faxing or emailing. It is expressly acknowledged by both parties that text messaging is not an acceptable means of correspondence under this agreement.

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

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

12. Authority to Practice. Subrecipient 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. Subrecipient further warrants that it will at all times conduct its business activities in a reputable manner.

13. Compliance with Applicable Laws and Regulations. Both the Subrecipient and the County shall comply with all applicable local, state, and federal laws and regulations in their performance under this agreement. Failure to abide by all applicable local, state, and federal laws and regulations may result in the disallowance of grant funds by the County as provided above in Paragraph 7.

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

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

15. No Conflict of Interest. Subrecipient represents and warrants to the County that it has not employed or retained any elected official, officer, or employee of the County in order to secure this

agreement. Moreover, Subrecipient 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.

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

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

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

19. Indemnification. Subrecipient 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 Subrecipient's officers, employees, or agents in connection with this agreement.

20. Insurance. Subrecipient shall not commence work under this agreement until it has obtained all required insurance as set forth in Exhibit D to this agreement and such insurance has been approved by the County. Subrecipient shall furnish certificates of insurance to the County naming the County as an additional insured. Each certificate shall clearly indicate that the Subrecipient has obtained insurance of the type, amount, and classification as required by this agreement and that no material change or cancellation of the insurance shall be effective without 30 days' prior written notice to the County. A copy of the endorsement shall accompany the certificate. Subrecipient shall not be required to name the County as an additional insured for workers' compensation or professional liability insurance. Compliance with the foregoing requirements shall not relieve Subrecipient of any liability or obligation 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

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

23. Amendments. Both parties acknowledge that this agreement constitutes the complete understanding between the parties. Any modification to this agreement shall be in writing and executed by the duly authorized representatives of each party.

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

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

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

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

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

COUNTY:

Signature of County Representative

Printed Name & Title

Date of Execution

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

ATTEST:

ST. JOHNS COUNTY CLERK OF COURT

Deputy Clerk

Date of Execution

SUBRECIPIENT:

Signature of Subrecipient's Representative

Printed Name & Title

Date of Execution

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

EXHIBIT A: SCOPE OF WORK

1. Project Number and Title:

Project Number: 2016-01	Project Name: Kids Safe Zone
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- 2. Project Description:** The West Augustine Historical Community Development Corporation shall operate an after-school program titled Kids Safe Zone, for children in kindergarten through the 5th grade. This project shall provide tutoring and mentoring to at least 30 low-income/moderate-income participants for up to 2,500 hours between October 3, 2017 and April 3, 2018. The goal of this project is to assist participants with mastering the basic academic skills needed to be promoted to the next grade level, to help participants develop a positive attitude toward learning, and to expand their knowledge and desire to participate in community activities and postsecondary education.
- 3. Project Location/Service Area:** The Kids Safe Zone is located in the West Augustine neighborhood, defined by the boundaries of the West Augustine CRA (as demonstrated by Exhibit E). Eligible participants must live in an unincorporated area of St. Johns County.
- 4. Project Dates:** October 3, 2017 and April 3, 2018.
- 5. Target Population and Number of Beneficiaries:** This project shall serve at least 30 primary school students who are at-risk, disadvantaged youth needing tutoring, homework assistance, and afternoon structure in order to make academic progress.
- 6. Participant Eligibility:** To be eligible to participate in this project, students must be enrolled in kindergarten through 5th grade, reside in a low-income/moderate income household as defined by HUD income limits, and live within an unincorporated area of St. Johns County. Exhibit F explains HUD income limits. Exhibit G is a list of acceptable documents that demonstrate participant eligibility.
- 7. Project Duration:** October 3, 2017 – April 3, 2018
- 8. Performance Measures:** At least 30 eligible participants will be enrolled in the project. At least 80% of enrolled students will achieve learning gains as verified by post-test scores exceeding pre-tests scores in both Reading and Math or achieve a grade of C (70%) or higher in each class, per grading period. Reading and Math Pretest scores will be submitted to the County by November 15, 2017 and post-test scores are due by March 30, 2018. School grades will be reported in the Monthly Project Summary after each school grading period.
- 9. 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 (October 3, 2017 – April 3, 2018). The budget for the Kids Safe Zone is limited to the following:

Expense:	Amount:	Description:
Salaries:	\$37,500	Tutors will be paid, by Subrecipient, the wage of \$15.00 per hour. Subrecipient shall be responsible for all employment requirements and keep signed timesheets for all hours worked by tutors. A timesheet has been provided in Exhibit I. Tutors are not employees of the County.
Supplies:	\$1,300	Consumable classroom supplies such as, paper, notebooks, file folders, pens, pencils, markers, textbooks, flashcards, calculators, classroom posters, learning software, and USB flash drives. The purpose of these educational supplies is to aid participants in achieving verified learning gains.
Administrative Costs:	\$1,940	Eligible administrative costs may include accounting services and insurance as specified in Exhibit D.
TOTAL →	\$40,740	Subrecipient will not be reimbursed for any expenses exceeding the amount of \$40,740.

10. Project Expense Reimbursement: To seek reimbursement for Project expenses, Subrecipient shall provide the County with monthly Reimbursement Request forms (Exhibit B), demonstrating Project costs which are limited to the salaries, supplies, and administrative costs incurred each month. Reimbursement Request forms must be accompanied by receipts for items and services purchased. A payroll journal and timesheets for tutors shall accompany an invoice for reimbursement of salaries. 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, due to either the terms of the Agreement or CDBG regulations.

11. Project Files: The Subrecipient shall establish a physical file on each project participant. The table of contents for the file is shown in Exhibit G. The file will include documentation of the eligibility of the participant's family, including family size, income level, street address to verify that the family lives in an eligible area of St. Johns County, 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. Acceptable documents that demonstrate participant eligibility are shown in Exhibit G.

12. Project Reporting – Performance Measures: Participant files will also include daily participant attendance, Reading and Math pre-test scores from October/November 2017, corresponding post-test scores from March, 2018, and public school report card grades for each grading period. The intent of academic records is to demonstrate that participants are utilizing the services of the Project and that the tutoring is effective in helping participants achieve verified learning gains. Project information related to Performance Measures, project activities, and accomplishments shall be reported by the Subrecipient on the Monthly Project Summary form (see Exhibit C). If proper releases have been obtained, photographs may be included. The County may use the Monthly Project Summaries in communications with HUD.

- 13. Project Record Maintenance:** For a period of six years from the date of closeout of the Project, Subrecipient shall maintain all records required by HUD/CDBG (identified in ARTICLE SIX and ARTICLE EIGHT of Exhibit J).
- 14. Required Insurance:** The Subrecipient shall not commence work under this Agreement until all required insurance has been obtained, as specified in Exhibit D. 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.
- 15. Required Background Check:** All Project employees hired to provide direct services to children must complete a Level 2 FBI Background Check (Background Check) and 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 cost of any Background Check obtained after the effective date of this Agreement may be reimbursed as an eligible administrative cost.
- 16. Agreement Termination and Appeal:** The County reserves the right to terminate this Agreement if the Subrecipient fails to adhere to this 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.

EXHIBIT B: REIMBURSEMENT REQUEST

Reporting Period: _____

Agency: **West Augustine Historical Community Development Corporation**

Address: 905 Pearl Street
St Augustine, FL 32084

Phone: 904-540-8587

Mail to: Greg Lulkoski, CDBG - Housing Program Specialist
Housing and Community Development/Health and Human Services
200 San Sebastian View, Suite 2300
St Augustine, FL 32084

Per contract entered into by St. Johns County and **West Augustine Historical Community Development Corporation**, 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: 2017

Total Requested Payment: \$_____

I certify that all services on this report have been performed in compliance with applicable statutes and regulations, and in accordance with the approved St. Johns County contract. See Exhibit H: AUTHORIZATION SIGNATURE CARD.

Name of Authorized Representative

Signature of Authorized Representative

Date:

For St. Johns County Use Only:
Certified by:
Date:
Authorized by:
Date:

EXHIBIT B: REIMBURSEMENT REQUEST

West Augustine Historical CDC – Kids Safe Zone		Reporting Period:		
Expense:	Approved Program Budget:	Monthly Expenditure Amount:	Total Expenditures To-date:	Budget Remaining:
Salaries	\$37,500.00			
Educational Supplies	\$1,300.00			
Administrative Costs	\$1,940.00			
TOTAL EXPENSES	\$40,740.00			

Must be based on actual budgeted expenditures during reporting period.		Must be accompanied by receipts and timesheets.
EXPENSE:	Expenditure Amount:	JUSTIFICATION NARRATIVE : (include a specific reference to the prior approval given by the County for each expense)
Salaries		
Educational Supplies		
Administrative Costs		

EXHIBIT C: MONTHLY PROJECT SUMMARY

West Augustine Historical CDC – Kids Safe Zone		Reporting Period:							
Total number of participants served this month:		Number of new participants admitted this month:		Number of participants exited this month:					
Total number of program days this month:		Total number of tutor hours this month:		Total number of participant hours this month (number of participants x number of hours attended):					
<p>Number of Participant Files updated this month in the following data categories:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Attendance:</td> <td style="width: 20%;">Post-tests:</td> <td style="width: 20%;">School Grades:</td> <td style="width: 20%;">Specific Accomplishments:</td> <td style="width: 20%;">Family Information:</td> </tr> </table>					Attendance:	Post-tests:	School Grades:	Specific Accomplishments:	Family Information:
Attendance:	Post-tests:	School Grades:	Specific Accomplishments:	Family Information:					
<p>List program highlights, participant achievements, and verified learning gains of participants for the month:</p>									
<p>List media mentions of the PROJECT, include urls when applicable, or attach copies of media material:</p>									
<p>List mentions of St. Johns County as the recipient of the CDBG grant from HUD:</p>									
<p>List PROJECT needs, problems, or lack of progress encountered this month:</p>									
<p>List requests for technical assistance made to St. Johns County this month:</p>									
<p>Additional Information:</p>									
<p>I certify that all services on this report have been performed in compliance with applicable statutes and regulations, and in accordance with the approved St. Johns County contract.</p> <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="width: 45%; border: 1px solid black; height: 40px;"></div> <div style="width: 45%; border: 1px solid black; height: 40px;"></div> </div>									
Name of Authorized Representative		Signature of Authorized Representative							
Date:									

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

EXHIBIT D: INSURANCE REQUIREMENTS

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.

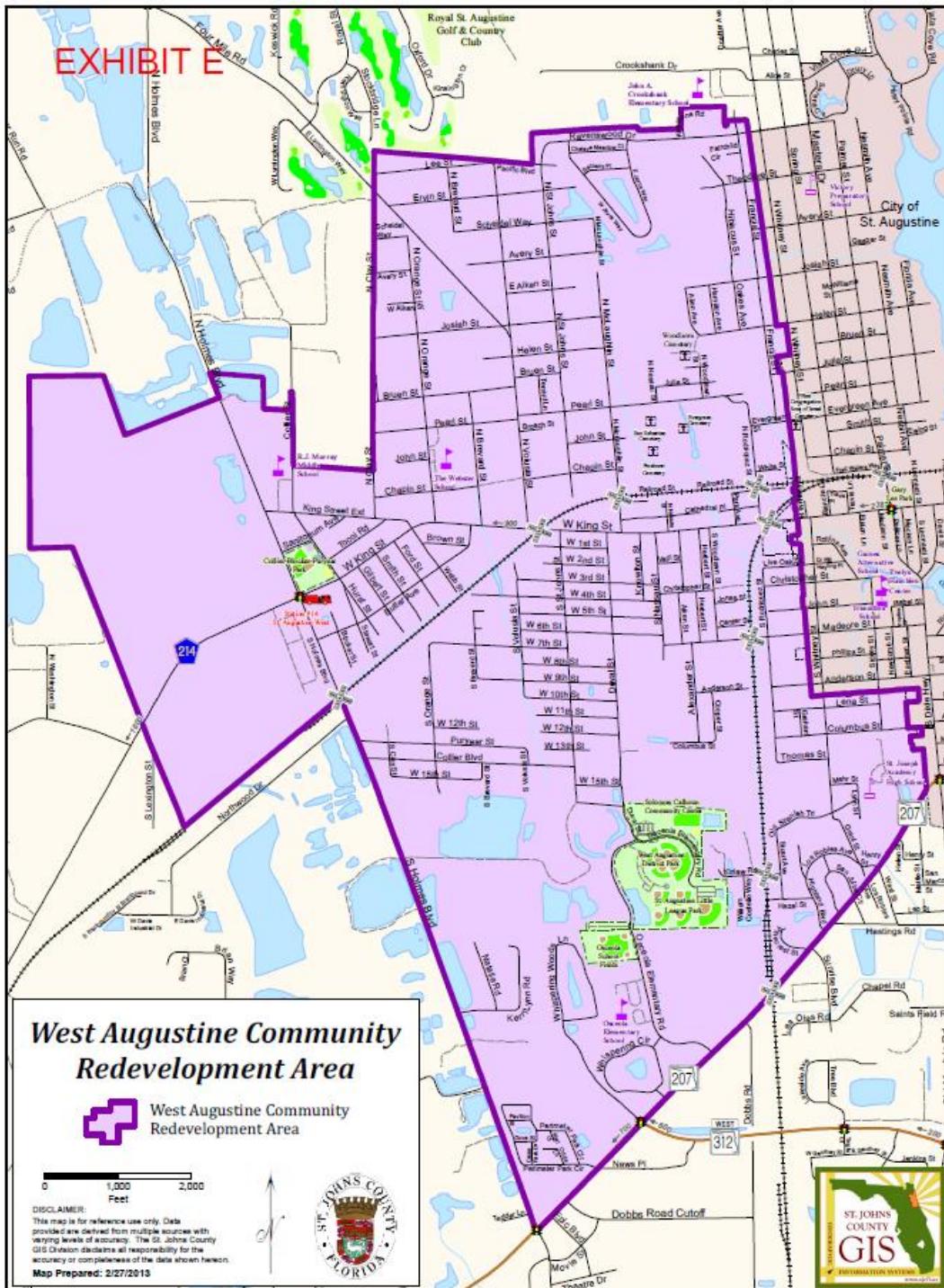
The Subrecipient shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Subrecipient from claims for damages for bodily injury, including the ownership, 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.

ST. JOHNS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT

EXHIBIT E: WEST AUGUSTINE CRA BOUNDARIES

West Augustine CRA Map: ftp://ftpanon.sjcfl.us/gis/media/MapMart/WestAugustine_CRA.pdf



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

EXHIBIT F: HUD INCOME LIMITS FOR ST. JOHNS COUNTY(June 2017)

Family Size:	1	2	3	4	5	6	7	8
Income Limits:	\$30,050	\$41,200	\$46,350	\$51,500	\$55,650	\$59,750	\$63,900	\$68,000

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

**EXHIBIT G: PHYSICAL PARTICIPANT FILE + PROJECT APPLICATION
WITH ACCEPTABLE ELIGIBILITY DOCUMENTS**

PARTICIPANT FILE - TABLE OF CONTENTS

1	Project Application
2	Eligibility Documentation – photocopies placed in order specified on Project Application
3	Income Certification Forms
4	Signed Consent Forms
5	Pre-test scores for Reading and Math
6	Copy of all school Report Cards
7	Attendance
8	Achievements/Awards
9	Notes

Project Application: Check boxes for documents used for verification; photocopy document used for verification and place the photocopy in the file in the order of the questions below.

1. Assigned Participant #:		2. Participant Name:	
3. Participant Age:		Document:	<input type="checkbox"/> Birth Certificate <input type="checkbox"/> School Enrollment/IEP Form <input type="checkbox"/> Baptismal Record <input type="checkbox"/> Government Benefit Award Letter
4. Parent/Guardian Name:			
5. Address:			
	Document: <input type="checkbox"/> Lease/Deed <input type="checkbox"/> Bank Statement <input type="checkbox"/> Government Benefit Award Letter <input type="checkbox"/> Utility Bill		
6. Number of People in Family:		Document:	<input type="checkbox"/> Most Recent Tax Return <input type="checkbox"/> Government Benefit Award Letter <input type="checkbox"/> Birth Certificates
7. Annual Income:		Document:	<input type="checkbox"/> Most Recent Tax Return <input type="checkbox"/> Check Stubs w/YTD Earnings <input type="checkbox"/> Bank Statement
8. Disability (if Applicable):		Document:	<input type="checkbox"/> IEP <input type="checkbox"/> Statement from Doctor <input type="checkbox"/> Self Report

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

EXHIBIT H: AUTHORIZATION SIGNATURE CARD

Project #: 2016-01	Project Name: Kids Safe Zone
Subrecipient: West Augustine Historical Community Development Corporation	
Subrecipient Address: 905 Pearl Street; St Augustine, FL 32084	
Telephone Number:	904-540-8587
Signatures of Individuals Authorized to Sign Financial Documents:	
Name (Type of Print):	Signature:
1.	
2.	
3.	
I certify that the signatures above are of the individuals authorized to execute financial documents:	
Signature Of Authorized Official	
Title of Authorized Official	

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

EXHIBIT I: TIME SHEET
(available in Microsoft Excel)

Non-Exempt Employee Time Card																		
Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Wk I Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Wk II Total	Pay Period Total	
Date		01/01	01/02	01/03	01/04	01/05	01/06		01/07	01/08	01/09	01/10	01/11	01/12	01/13			
Regular Hours																		
Totals																		
This time card accurately reflects all hours of my daily work schedule.																		
I certify that the above detailed hours are true and complete.																		
Employee's Signature								Date			Supervisor's Signature							

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

EXHIBIT J: STANDARD TERMS

ARTICLE ONE: DEFINITIONS

- 1.1 "CDBG Program" means the COUNTY's Community Development Block Grant Program.
- 1.2 "CDBG Regulations" means 24 CFR 570.
- 1.3 "County" means St. Johns County, Florida, a municipal corporation of the State of Florida.
- 1.4 "Housing & Community Development" means St. John County, Florida.
- 1.5 "Subrecipient" means the West Augustine Historical Community Development Corporation.
- 1.6 "Low and Moderate-Income" means those who fall within the income range set by HUD for participating in the CDBG program. The HUD income range is contained in **Exhibit F**.
- 1.7 "Program income" means only those funds generated by the SUBRECIPIENT from the use of CDBG funds.
- 1.8 "Project" means the provision of life skills and instructional services in accordance with the Scope of Work enumerated in Exhibit "A" of this Agreement.
- 1.9 "Project Delivery" means the management and implementation of the specific activities funded through this Subrecipient Agreement, including the enforcement of applicable rules and regulations related to the CDBG program.

ARTICLE TWO: SUBRECIPIENT

- 2.1 The Subrecipient, shall carry out the Scope of Work which is attached hereto as Exhibit A and made a part hereof. Subrecipient shall provide the County with monthly progress reports detailing the rate of completion of the Project.
- 2.2 Subrecipient and County shall use good faith efforts to cooperate to complete the Project in accordance with County and HUD guidelines.

ARTICLE THREE: COUNTY'S RESPONSIBILITIES

- 3.1 The County shall provide the Subrecipient with technical guidance on behalf of the County in order to ensure compliance with all CDBG Regulations and other related laws, rules and regulations.

ARTICLE FOUR: AWARD, DISTRIBUTION, LIMITATION OF COSTS

- 4.1 The County shall allocate grant funds in an amount not to exceed Forty Thousand, seven hundred, forty dollars (\$40,740.00) for the completion of the Project (the "Grant").
- 4.2 The financial obligation of the County for the completion of the Project shall be limited to the Grant. Subrecipient shall be solely responsible for all costs associated with the Project exceeding the Grant unless otherwise specified in writing by the County.
- 4.3 Subrecipient shall provide the County with monthly invoices demonstrating Project costs incurred during the previous month. The County shall, upon receipt, review the invoices to ensure that all expenditures comply with CDBG Regulations.

- 4.4 The award of funds shall be effective as of October 3, 2017 and the public services in this Subrecipient Agreement must be completed by April 3, 2018.

ARTICLE FIVE: PAYMENTS

- 5.1 Invoices that have been reviewed and approved by the Subrecipient and the County shall be paid by the County, at its sole discretion, either directly to a third party contractor performing services for the Project or to the Subrecipient, utilizing CDBG funds. Payments made directly to a third party contractor for approved expenditures shall adhere to the payment schedule contained in the contract between the Subrecipient and the contractor. The County may reimburse Subrecipient for Project costs incurred from October 3, 2017 – April 3, for the implementation of public services provided that proper documentation is provided.
- 5.2 The County shall not make payment for administrative costs incurred by the Subrecipient or a contractor thereof unless required to carry out the public services as determined by the County.

ARTICLE SIX: COMPLIANCE WITH STATE AND FEDERAL RULES, REGULATIONS AND LAWS

- 6.1 Subrecipient shall provide all required information and documentation necessary for the County to demonstrate compliance with all applicable state and Federal laws, rules, regulations and orders including but not limited to:
- 6.2 **24 CFR Part 570, as amended** - The regulations governing the expenditure of Community Development Block Grant funds.
- 6.3 **24 CFR Part 58** - The regulations prescribing the Environmental Review procedure.
- 6.4 **36 CFR Part 800** - The regulations outlining the procedures for the protection of historic and cultural properties.
- 6.5 **24 CFR Part 1** - The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
- 6.6 **24 CFR Part 107** - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
- 6.7 **Executive Order 11246, as amended by Executive Orders 11375 and 12086** - which establishes hiring goals for minorities and women on projects assisted with federal funds.
- 6.8 **Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972** - which prohibits discrimination in employment.
- 6.9 **24 CFR 135** - Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
- 6.10 **Age Discrimination Act of 1973**
- 6.11 **National Flood Insurance Act of 1968**
- 6.12 **Contract Work Hours and Safety Standards Act**
- 6.13 **Lead Based Paint Poisoning Preventive Act**
- 6.14 **Section 504 of the Rehabilitation Act of 1973**
- 6.15 **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**
- 6.16 **29 CFR Parts 3, 5 and 5a** - Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act. HUD Form 4010, which describes the Davis-Bacon Act, is included as part of this agreement and must be included in all construction contracts funded by CDBG.

- 6.17 **Revised Order Number 4** - Regulations that establish guidelines for the implementation of Executive Order 11246 as amended by Executive Orders 11375, 12086, 41 CFR 60-2.
- 6.18 **Executive Order 11914** - Prohibits discrimination with respect to the handicapped in federally assisted projects.
- 6.19 **Executive Order 11625 and U.S. Department of Housing and Urban Development Circular Letter 79-45** - which prescribe goal percentages for participation of minority businesses in Community Development Block Grant Contracts.
- 6.20 **Copeland Anti-Kickback Act**
- 6.21 **HUD** - required reports, circulars, and procedures, such as the Subrecipient Performance Report.
- 6.22 **Public Law 100-430** - the Fair Housing Amendments Act of 1988.
- 6.23. **24 CFR 570, Subpart J** - regulations covering standard Granted Administration Procedures. These replace OMB Circular A-102. This subpart includes 24 CFR 570.502.
- 6.24. **OMB Circular A-133** - concerning annual audits.
- 6.25. **OMB Circular A-122** - which identifies cost principals.
- 6.26. **Section 109, Public Law 100-202** - which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.
- 6.27. **24 CFR Part 84** - Uniform Administrative Requirements for Grants and Agreements.
- 6.28. **Florida Statutes**, Sections 290.0401 through 290.048.
- 6.29. **2 CFR 200.318 - 319** - regulations covering procurement actions
- 6.30. The Subrecipient further agrees to abide by all other laws, rules, regulations and orders that may be applicable to CDBG activities.
- 6.31. The County shall provide assistance to the Subrecipient in the application of these law, rules and regulations as they apply to the Subrecipient's Scope of Work.

ARTICLE SEVEN: PROJECT PUBLICITY

- 7.1 Any news release or other type of publicity pertaining to the project as stated herein should recognize the County as the recipient of U.S. Department of Housing and Urban Development (HUD) grant funds and the entity that provided funds for the project. Subrecipient shall post a sign at the project site recognizing the County as a Recipient of HUD grant funds and as a funding entity for the project.

ARTICLE EIGHT: MAINTENANCE AND RETENTION OF RECORDS

- 8.1 The Subrecipient shall maintain all records required by the CDBG Regulations and as deemed necessary by the appropriate Office of Management and Budget Circular. All records shall be retained for a period of six (6) years from the date of closeout of the project.
- 8.2 The Subrecipient shall maintain such records, accounts, property records, and personnel records, as are deemed necessary by the County to assure proper accounting of project funds and compliance with the provisions of this Agreement.
- 8.3 Subrecipient shall maintain all necessary financial records as required by CDBG Regulations. Subrecipient shall retain a copy of all invoices received and warranties for all items purchased during the completion of the Project.
- 8.4 The Subrecipient shall collect all information necessary to verify the eligibility of all beneficiaries of the Award (the "Beneficiaries") and shall make this information available to the County in an accurate and succinct format. The data will include the total number of Beneficiaries, their income level, family size, race, age, ethnicity, handicap status, and Female Head of Household data.

- 8.5 All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the County, HUD, or Comptroller General of the United States, or other federal agency, may deem necessary. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency. The Subrecipient shall retain all of its records and supporting documentation applicable to the Agreement for six (6) years after either the resolution of the final audit or HUD approval of the closeout Subrecipient Performance Report, whichever is later.

ARTICLE NINE: CONTRACTS

- 9.1 All contracts entered into by the Subrecipient in order to facilitate the completion of the Project shall be made in accordance with all applicable laws, rules and regulations governing the expenditure of the Award. Any work or services contracted hereunder shall be specified by written contract or Agreement and shall be subject to each Article set forth in this Agreement.

ARTICLE TEN: PROHIBITION AGAINST CONTINGENT FEES

- 10.1. The Subrecipient warrants that it has not employed or retained any company or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), 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 .

ARTICLE ELEVEN: INDEMNIFICATION

- 11.1 Subrecipient shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as "loss" or "losses") arising out of, related to, or in any way connected with Subrecipient's intentional breach of this agreement or a violation of applicable law, rules or regulations in connection with Subrecipient's performance under any provision of this Agreement; excluding, however, any such breach or violation that was in reliance upon instructions of the County, its officers, agents and employees, or otherwise arising or resulting from any act or omission of the County, its officers, agents and employees. Subrecipient shall further defend, indemnify and hold harmless the County, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties arising out of the SUBRECIPIENT's provision of swimming instruction, lifeguard, swim safety and related services performed in accordance with the Subrecipient Scope of Work as attached hereto as Exhibit A.

Notwithstanding anything to the contrary, Subrecipient shall not be liable or obligated with respect to any losses arising in connection with the acts or omissions of any third party contractor performing any work in connection with the Project; provided, however, that Subrecipient shall include in agreements with third party contractors engaged by Subrecipient to facilitate the completion of the Project language stating that the contractor defends, indemnifies and holds harmless the County, its officers, agents and employees from any and all demands, claims, losses, suits, liabilities, causes of action, judgments or

damages, and statutory fines and penalties (collectively referred to as "loss" or "losses") arising out of, related to, or in any way connected with contractor's work on the Project, and shall require the contractor to provide liability insurance that is acceptable to County .

ARTICLE TWELVE: ENTIRE AGREEMENT

- 12.1 This Agreement and its attachments constitute the entire agreement between Subrecipient and County, and all negotiations and oral understandings between the parties are merged herein.
- 12.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

ARTICLE THIRTEEN: NON-ASSIGNABILITY

- 13.1 The Subrecipient may not assign this Agreement without the prior written consent of the County.

ARTICLE FOURTEEN: PROGRAM INCOME

- 14.1 It is not anticipated that there will be program income under this activity; however, in the event that any program income is received during the contract, the Subrecipient must retain such income for use as specified in this Agreement. Such program income will be immediately reported to the County and the reimbursement request of the Subrecipient will be reduced accordingly.
- 14.2 If any income is received after the term of this Agreement, or at the end of the year when all remaining items have been budgeted, the program income will be returned to the County.

ARTICLE FIFTEEN: SUSPENSION AND TERMINATION

- 15.1 In accordance with 24 CFR 85.43, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may also be terminated, by either party, for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience, or partial termination for specified reasons.
- 15.2 Should the County decide to terminate this Agreement after a full evaluation of all circumstances has been completed, the Subrecipient shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice.

ARTICLE SIXTEEN: CONDITIONS FOR RELIGIOUS ORGANIZATIONS

- 16.1 CDBG funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 570.200(j) specifies the limitations on CDBG funds, and is herein incorporated by reference.

ARTICLE SEVENTEEN: CERTIFICATION REGARDING LOBBYING

- 17.1 The Subrecipient certifies, to the best of his or her knowledge and belief, that:
- 17.2 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- 17.3 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, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 17.4 The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative Agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

ARTICLE EIGHTEEN: DRUG-FREE WORKPLACE REQUIREMENTS

- 18.1 The Subrecipient, as a condition of being awarded, must certify that they will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD rules at 24 CFR part 24, subpart F.

ARTICLE NINETEEN: ADDITIONAL DOCUMENTATION

- 19.1 The Subrecipient, as a condition of being awarded, must sign all other documentation required by the County, including but not limited to, a Subrecipient Agreement related to all points enumerated in the Exhibit A: Scope of Work.