

**RESOLUTION NO. 2017-111**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ALLOWING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE AN AFFORDABLE HOUSING GRANT AGREEMENT BETWEEN THE COUNTY AND ALPHA OMEGA MIRACLE HOME, INC.**

**RECITALS**

**WHEREAS**, the St. Johns County Affordable Housing Grant Program provides grants to eligible organizations to fund a wide range of activities to provide affordable housing for very low, low, and moderate income residents of St. Johns County; and

**WHEREAS**, on September 7, 2016, the County issued a Notice of Funding Availability, which invited eligible organizations to submit proposals for funding under the Affordable Housing Grant Program; and

**WHEREAS**, Grantee submitted a timely application for grant funds in response to the Notice of Funding Availability; and

**WHEREAS**, Grantee proposes to install the infrastructure associated with a 25,000 square foot housing campus that will provide between 60 and 100 beds; and

**WHEREAS**, on October 19, 2016, the St. Johns County Affordable Housing Grant Review Committee recommended that Grantee's application be approved for grant funding in the amount of \$98,930.64; and

**WHEREAS**, on November 1, 2016, the St. Johns County Board of County Commissioners approved the Affordable Housing Grant Review Committee's recommendation and directed the County Administrator, or his designee, to proceed with the execution of a grant agreement between the County and the Grantee.

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

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

Section 2. The Board of County Commissioners hereby authorizes the County Administrator, or his designee, to proceed with the execution of the grant agreement between the County and Alpha Omega Miracle Home, Inc.

Section 3. 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.

Section 4. This resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County  
this 4<sup>th</sup> day of April 2017.

BOARD OF COUNTY  
COMMISSIONERS OF ST. JOHNS  
COUNTY

By: \_\_\_\_\_  
**James K. Johns, Chair**

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman  
Deputy Clerk

RENDITION DATE 4/6/17



**ST. JOHNS COUNTY  
AFFORDABLE HOUSING GRANT AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between St. Johns County (the County), a political subdivision of the state of Florida, and Alpha-Omega Miracle Home, Inc. (Grantee), a Florida not-for-profit corporation.

**RECITALS**

**WHEREAS**, the St. Johns County Affordable Housing Grant Program provides grants to eligible organizations to fund a wide range of activities to provide affordable housing for very low, low, and moderate income residents of St. Johns County; and

**WHEREAS**, on September 7, 2016, the County issued a Notice of Funding Availability, which invited eligible organizations to submit proposals for funding under the Affordable Housing Grant Program; and

**WHEREAS**, Grantee submitted a timely application for grant funds in response to the Notice of Funding Availability; and

**WHEREAS**, Grantee proposes to install the infrastructure associated with a 25,000 square foot housing campus that will provide between 60 and 100 beds; and

**WHEREAS**, on October 19, 2016, the St. Johns County Affordable Housing Grant Review Committee recommended that Grantee's application be approved for grant funding; and

**WHEREAS**, on November 1, 2016, the St. Johns County Board of County Commissioners approved the Affordable Housing Grant Review Committee's recommendation and directed the County Administrator, or his designee, to proceed with the execution of a grant agreement between the County and the Grantee.

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

1. **Incorporation of Recitals.** The above recitals are incorporated into the body of this agreement and are adopted as findings of fact.
  
2. **Duration of Agreement.** This agreement shall commence upon execution by both parties and shall terminate twenty years from the effective date. 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 of this agreement. The request shall state the reason that the extension is being requested and the length of time of the requested extension. The County shall have complete discretion with respect to whether to approve or deny a timely-submitted request.

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

4. **Funding.** The County agrees to reimburse the Grantee for allowable costs in connection with the Grantee's performance of the services set forth in Exhibit A. The maximum amount of funding that the Grantee is eligible to receive under this agreement is ninety-eight thousand nine hundred thirty dollars and sixty-four cents (\$98,930.64). It is expressly acknowledged that the funding amount does not constitute the full cost of the scope of services. It is the Grantee's sole responsibility to obtain the necessary funds to complete the scope of services.

Payments to the Grantee under this agreement shall be made on a reimbursement basis. Grantee shall submit a request for reimbursement to the County by the 15th day of each month. The request for reimbursement shall include a detailed written report of the work accomplished and the expenses incurred in connection with the scope of services. 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 request for reimbursement 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 request for reimbursement, the County shall process the request and forward payment to the Grantee within 30 days of verification.

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

5. **Status Reports.** Except as provided below, during the term of this agreement, Grantee shall submit quarterly status reports 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. Quarterly reports shall be submitted to the County by the following dates: December 15, March 15, June 15, and September 15.

After completion of the renovation work, as described in Exhibit A, Grantee shall submit an annual report to the County as provided in Exhibit A describing how the project has positively affected homelessness in St. Johns County.

6. **Retention, Auditing, and Review of Records.** Grantee shall retain all supporting documentation, statistical records, and any other records necessary to document its expenditures during the term of this agreement for 5 years from the 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 5-year period, the records shall be retained for one year after the final resolution of the action.

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

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

Any audit required under this section shall be submitted to the County no later than 180 days following the end of Grantee's fiscal year along with any corrective action plan if applicable. Failure by the Grantee to submit the audit within the required time shall result in the withholding of requested payments. In addition, the County may, at its option terminate this agreement.

**7. Disallowance of Funds.** If, as a result of review, inspection, or audit, Grantee cannot provide documentation of expenses or it is determined that previously reimbursed expenses were unallowable, such funds shall be disallowed. Grantee shall refund all disallowed funds to the County, and no further payments shall be made under this agreement until all disallowed funds are refunded to the County. Disallowed funds shall be refunded to the County within 30 days of Grantee's receipt of written notice from the County regarding the overpayment. If Grantee does not timely refund the disallowed funds, the County may charge interest in the amount of 1 percent per month compounded on the outstanding balance beginning 40 days after the date of notice.

**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 Grantee 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, Grantee 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:  
Alpha-Omega Miracle Home  
1797 Old Moultrie Road, Suite 107  
St. Augustine, FL 32084

All official notices to Grantee 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  
200 San Sebastian View  
Suite 2300  
St. Augustine, FL 32084

An official notice is any notice or other communication required pursuant to paragraphs 2, 4 (except for Grantee'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 Grantee.** This agreement shall not be deemed to create any agency relationship, partnership, association, or joint venture between the County and the Grantee.

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

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

**13. Compliance with Applicable Laws and Regulations.** Both the Grantee 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.** Grantee shall comply with the following Equal Opportunity Statement:

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

**15. No Conflict of Interest.** Grantee represents and warrants to 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, Grantee 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.** Grantee agrees that funds received from the County under this agreement shall not be used to lobby any organization, entity, person, or governmental unit in a manner inconsistent with the scope of this agreement.

**17. 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.** Grantee 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 Grantee's officers, employees, or agents in connection with this agreement.

**20. Insurance.** Grantee shall not commence work under this agreement until it has obtained all required insurance as set forth in Exhibit B to this agreement and such insurance has been approved by the County. Grantee shall furnish certificates of insurance to the County naming the County as an additional insured. Each certificate shall clearly indicate that the Grantee 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. Grantee 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 Grantee 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 Grantee is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

**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 Grantee have executed this Agreement on the dates provided below.

COUNTY:

GRANTEE:

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Signature of Grantee's Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

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

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

LEGALLY SUFFICIENT:

\_\_\_\_\_  
Assistant County Attorney

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

ATTEST:  
ST. JOHNS COUNTY CLERK OF COURT

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

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

## EXHIBIT A

### Scope of Services

**Grantee:** Alpha-Omega Miracle Home, Inc.  
**Project:** Collins Avenue Campus-Phase Two

Alpha-Omega Miracle Home, Inc. (Alpha-Omega) will install the infrastructure associated with a twenty-five thousand square foot, sixty to one-hundred bed housing campus. The infrastructure shall include items such as, but not limited to, roads, sidewalks, public works (water and sewer) underground wiring and cables, light pole connections, irrigation, and drainage.

Funding for this project will be provided through five sources:

- St. Johns County Affordable Housing funds - \$98,930.64
- Private Donations - \$2,500,000
- Alpha-Omega Thrift Stores - \$250,000 annually
- Loan - \$1,000,000
- Rental Income - \$225,000 annually

Funding will be provided until full expenditure of allocated funds.

#### **Installation of Infrastructure**

Alpha-Omega will utilize funding to pay for site plans, environmental costs, and the start of underground/above-ground infrastructure for the campus property. The construction shall include, but not be limited to, sewage pipes, electrical cabling and wires, roads, irrigation/drainage, and sidewalks.

Alpha-Omega will manage all renovation work to include bidding, contracting with a licensed contractor, construction management, and direct payment of all costs associated with the installation of the infrastructure.

All infrastructure work shall be completed by June 30, 2018

Alpha-Omega will maintain the property for affordable housing purposes for 20 years following completion of the infrastructure work associated with this grant. Alpha-Omega will be and is solely responsible for all occupancy costs and on-going maintenance of the property after completion of the infrastructure.

#### **Eligibility:**

The adults enrolled in this program must meet the requirements of being homeless (76 FR 75994) and/or up to Moderate Income (under 120% MFI). All clients must be income certified based on the CDBG Regulation 24 CFR Part 570.208(a) and income certification guidelines as established by HUD. Alpha-Omega will document that clientele are homeless to Moderate Income persons. Alpha-Omega shall also document if clientele are special populations, as determined by their grant application; this includes households that contain single-parents, homeless, elderly, disabled, handicapped, and/or developmentally disabled individuals who may be served by the project.

#### **Requests for Reimbursement**

Requests for Reimbursement shall contain only items within the approved grant application to be eligible for reimbursement. Requests for Reimbursement shall be done on a monthly basis using a Reimbursement Request form to be provided by St. Johns County and should include the following documentation:

- Copies of invoices from contractors and sub-contractors and proof of payment for the contractor's bill. An AIA is preferred.
- Any additional back-up documentation as requested.

St. Johns County staff will verify and certify all payment requests before submission to County Finance for payment. Any questions or discrepancies will be resolved with Alpha-Omega before being certified.

**Funding Requirements:**

The County will monitor all stages of the project to ensure compliance with County guidelines.

**Performance Measures:**

Alpha-Omega shall maintain each housing unit for affordable housing purposes for a minimum of twenty years after completion of the renovations and issuance of a certificate of occupancy for each unit. Alpha-Omega will be responsible for reporting to St. Johns County on required performance measures to show how the **Collins Avenue Campus-Phase Two** project has positively affected homelessness/affordable housing in St. Johns County.

Alpha-Omega will provide annual reports in a format determined by the County to report the number of people served (both adults and children).

Failure to maintain each housing unit for affordable housing purposes or to submit the annual report may result in the disallowance of grant funds as provided in Paragraph 7 of the Grant Agreement.

