

RESOLUTION NO. 2019- 413

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 EMERGENCY SERVICES HOMELESS COALITION OF ST. JOHNS COUNTY INC., UNDER THE PROVISIONS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the County has applied for and received funds from the United States Government through the Community Development Block Grant (CDBG) program under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, as a condition of receiving CDBG funding, the United States Department of Housing and Urban Development (HUD) requires the County to adopt a Five-Year Consolidated Plan (the Consolidated Plan) that sets forth the County's community development goals; and

WHEREAS, the Consolidated Plan's primary community development goal is to develop viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities, primarily for persons of low to moderate income; and

WHEREAS, the St. Johns County Board of County Commissioners (the Board) approved the 2018-2019 Action Plan certifying the County's compliance with CDBG regulations and specifying projects to be funded with CDBG funds; and

WHEREAS, the Subrecipient submitted an application for CDBG funding to the County for the purpose of rehabilitating the home located at 598 West 9th Street, St. Augustine, FL 32084, to be used for providing housing for low to moderate income households (the Project); and

WHEREAS, the County approved the Project as an amendment to the 2018-2019 Action Plan; and

WHEREAS, the County finds that the Project will further the goals of the 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 approves the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to execute the agreement on behalf of the County.

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 Florida this 19th day of November 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

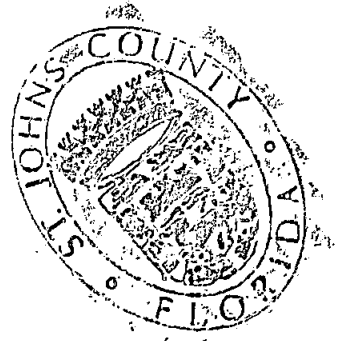
By: Jeb S. Smith
Jeb S. Smith, Chairman

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman

Deputy Clerk

RENDITION DATE 11/21/19



**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
ST. JOHNS COUNTY AND
EMERGENCY SERVICES AND HOMELESS COALITION
OF ST. JOHNS COUNTY, INC.**

THIS AGREEMENT is entered into this _____ day of _____ between St. Johns County, a political subdivision of the state of Florida (the County) and Emergency Services and Homeless Coalition of St. Johns County, Inc., a Florida not-for-profit corporation (the Subrecipient), whose principal place of business is located at 62 Chapin Street, St. Augustine, Florida 32084. The County and the Subrecipient may be referred to individually as “the Party” or collectively as “the Parties”.

WHEREAS, the County has applied for and received funds from the United States Government through the Community Development Block Grant (CDBG) program under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, as a condition of receiving CDBG funding, the United States Department of Housing and Urban Development (HUD) requires the County to adopt a Five-Year Consolidated Plan (the Consolidated Plan) that sets forth the County’s community development goals; and

WHEREAS, the Consolidated Plan’s primary community development goal is to develop viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities, primarily for persons of low to moderate income; and

WHEREAS, the St. Johns County Board of County Commissioners (the Board) approved the 2018-2019 Action Plan certifying the County’s compliance with CDBG regulations and specifying projects to be funded with CDBG funds; and

WHEREAS, the Subrecipient submitted an application for CDBG funding to the County for the purpose of rehabilitating a home to be used for providing housing to low to moderate income households that have experienced homelessness (the Project); and

WHEREAS, the County approved the Project as an amendment to the 2018-2019 Action Plan; and

WHEREAS, the County finds that the Project will further the goals of the Consolidated Plan,

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

1. Scope of Service.

A. Activities. The Subrecipient shall perform the activities set forth in Exhibit A, the contents of which are incorporated into this Agreement. Specifically, the Subrecipient shall use CDBG funds to rehabilitate the home/property located at 859 West 9th Street, St. Augustine, FL 32084, as

described in Exhibit A. The Subrecipient shall rent the home to low- to moderate-income individuals or households as defined in 24 CFR 570.3. During the term of this Agreement the Subrecipient shall comply with the requirements of 24 CFR 92.25224 CFR 570.208(a)(3); determined annually by HUD according to Jacksonville, FL HUD Metro FMR Area Income Limits. The rental prices of the home shall not exceed annual HUD Fair Market Rents as established by the zip code of the property referenced under this agreement. Income limits are subject to change and eligibility will be determined on the income and rental rate limits in effect at the time of the lease of the dwelling unit.

B. National Objectives. All activities funded with CDBG funds must meet one of the following CDBG program National Objectives:

- i. Benefit low- and moderate-income persons;
- ii. Aid in the prevention of slums or blight; or
- iii. Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will **benefit low- and moderate-income persons by providing affordable rental housing to low- or moderate-income individuals or households as defined in 24 CFR 570.3.**

C. Goals and Performance Measures. The Subrecipient shall provide the level of program services set forth in Exhibit A.

D. Performance Monitoring. The County will monitor the performance of the Subrecipient against goals and performance standards as set forth in Exhibit A. In the event of default, lack of compliance or failure to perform on the part of the Subrecipient, the County reserves the right to exercise corrective or remedial actions, including, but not limited to:

- i. Requesting additional information from the Subrecipient to determine reasons for or extent of noncompliance or lack of performance;
- ii. Issuing a written warning advising the Subrecipient of the deficiency and advising the Subrecipient that more serious sanctions may be taken if situation is not remedied;
- iii. Advising the Subrecipient to suspend, discontinue or not incur costs for the items in question;
- iv. Withholding payment; or
- v. Requiring the Subrecipient to reimburse the County for the amount of costs incurred for any items determined ineligible.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

2. Time of Performance.

Unless otherwise provided herein or by a supplemental agreement or amendment, the provisions of this Agreement will remain in effect through **December 1, 2024**. The term of performance shall commence upon execution of this Agreement. Notwithstanding the foregoing, the term of this Agreement shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

3. Budget.

CDBG funds will be used to pay \$23,990.00 for the rehabilitation of 859 West 9th Street. All additional expenses for the purchase and rehabilitation of this property are the sole responsibility of the Subrecipient.

Any indirect costs charged must be consistent with the provisions of paragraph 8.C(ii) of this Agreement. Should the County require a more detailed budget than the one set forth above, the Subrecipient shall provide supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and the Subrecipient.

4. Payment.

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$23,990.00**. A payment up to \$23,990.00 shall be made on a reimbursement basis, after the rehabilitation work specified in Exhibit A has been completed.

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 performance of the activities set forth in Exhibit A. Grantee's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables set forth in this Agreement.

The source of funding from the County for payment under this Agreement is the 2018-2019 CDBG funds provided to the County by HUD. The Subrecipient agrees that in the event that any grant is reduced or withheld by HUD, the County may terminate this Agreement. In the event that HUD determines that the Subrecipient has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement from County of expenses paid under this Agreement, Subrecipient shall provide said reimbursement to County from non-Federal sources.

This Agreement is neither a general obligation of the County, nor is it backed by the full faith and credit of St. Johns County. Payment of each grant payment is conditioned on, and subject to, specific annual appropriations by the Board of County Commissioners, of funds sufficient to pay the

grant payment due that year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds during any given fiscal year.

5. Notices.

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery, facsimile, or other electronic means. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice:

<u>County</u>	<u>Grantee</u>
Joseph Cone; Housing & Community Services Manager	_____
Name and Title	Name and Title
200 San Sebastian View, Suite 2300	_____
Address	Address
St. Augustine, FL 32084	_____
City/State/ZIP Code	City/State/ZIP Code
904-827-6897	_____
Telephone Number	Telephone Number

6. Special Conditions.

A. Public Records.

- i. 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.
- ii. In accordance with Florida law, to the extent that the Subrecipient's performance under this Agreement constitutes an act on behalf of the County, the Subrecipient shall comply with all requirements of Florida's public records law. Specifically, if the Subrecipient is expressly authorized, and acts on behalf of the County under this Agreement, the Subrecipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Activities;
 - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Subrecipient does not transfer the records to the County; and
 - d. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Activities.
- iii. If the Subrecipient transfers all public records to the County upon completion of this Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- iv. Failure by the Subrecipient to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

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

B. Mortgage and Lien. The County will record a mortgage and lien on the property (set forth in Exhibits C and D) in the total amount of CDBG assistance provided. All real property improved in whole or in part with CDBG funds must be used for the CDBG-eligible purpose for which the improvements were made and for the eligibility period specified in the mortgage document and note. If the property is sold or changed to a use which does not qualify as meeting the requirements of the CDBG regulations at 24 CFR Part 570.505 for the time period specified in the mortgage lien and promissory note, the County's CDBG program must be reimbursed for the total amount of the CDBG funding. Such reimbursement shall include, but not be limited to, the closing proceeds of such sale.

7. **General Conditions.**

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

B. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. As such, neither the Subrecipient, not any employees, agents, officials, servants, or subcontractors of the Subrecipient shall be eligible for any benefits afforded employees or officials of the County, including but not limited to unemployment compensation, FICA, retirement, life, or medical insurance, and worker's compensation insurance. The Subrecipient has no power or authority to bind the County in any manner in any promise, agreement, or representation, other than as specifically provided in this Agreement.

C. Indemnification. The Subrecipient shall indemnify, defend, and hold the County harmless from all claims, actions, suits, charges, judgments, and costs (including attorney's fees and other costs associated with litigation, whether or not such costs are taxable as attorney's fees) associated with this Agreement. This provision relating to indemnification is separate and apart from, and is in no way limited by, any insurance provided by the Subrecipient, whether pursuant to this Agreement or otherwise.

D. Insurance. The Subrecipient shall provide insurance coverage in, at a minimum, the amounts set forth in Exhibit B, the contents of which are incorporated into this Agreement. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D.

E. County Recognition.

- i. The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- ii. Pursuant to, and consistent with, St. Johns County Ordinance 1992-2, and County Administrative Policy 101.3, the Subrecipient may not manufacture, use, display, or otherwise use any facsimile or reproduction of the St. Johns County Seal/Logo without the express written approval of the Board of County Commissioners.

F. Amendments.

- i. The County or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from their obligations under this Agreement.
- ii. For the purposes of this Agreement, the County Administrator is authorized pursuant to St. Johns County Resolution No. 2017-263 to execute any amendment to this Agreement that falls within the authorizations granted by said resolution, or by any resolution granting similar authorizations for future CDBG grant program years (the Authorizing Resolutions). Any amendment to this Agreement that falls outside the authorizations granted to the County Administrator by the Authorizing Resolutions shall require the approval of the St. Johns County Board of County Commissioners.

G. Suspension or Termination. In accordance with 2 CFR 200.339, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any term of this Agreement, including, but not limited to:

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

- iv. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either Party, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety. Termination for convenience shall not apply to provisions in this Agreement relating to the repayment of funds, compliance with laws, regulations or ordinances, records retention, or the provision of service to low and moderate income persons or other specified beneficiaries.

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

8. Administrative Requirements.

A. Financial Management.

- i. Accounting Standards. The Subrecipient agrees to comply with 2 CFR 200.300 - 309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. Cost Principles. The Subrecipient shall administer its program in compliance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations," (OMB Circular A-122). These principles shall be applied for all costs incurred, whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

- i. Records to be Maintained. The Subrecipient shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include, but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 2 CFR 200.300 – 309; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- ii. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement until five years after the Project has been closed out. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- iii. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility and description of service provided. Such information shall be made available to the County's monitors, or their designees, for review upon request.
- iv. Disclosure. Except to the extent directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, the Subrecipient shall not use or disclose client information collected under this Agreement unless written consent is obtained from the client receiving the service, or, in the case of a minor, the written consent of a responsible parent or guardian. The foregoing shall not prevent the Subrecipient from complying with the requirements of state or federal public records laws to the extent applicable to any particular record.
- v. Close-outs. The Subrecipient's obligations to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

- vi. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts of transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and applicable provisions of 2 CFR Part 200, Subpart F. The Subrecipient will submit this annual agency audit to the County by June 30 of each year.

C. Reporting and Payment Disclosures.

- i. Program Income. Rent received from the property at 859 West 9th Street is considered to be program income and is therefore subject to all HUD requirements related to program income. The County has elected to allow the Subrecipient to retain all program income under the conditions that program income is used by the Subrecipient for eligible activities, as determined by HUD, and aligned with the National Objective of benefitting low to moderate-income individuals. Eligible activities may include certain public services, rental subsidies, subsistence payments, the acquisition of property to be used for affordable housing, construction of affordable rental housing, and construction of public facilities. Prior to spending any program income the Subrecipient is required to obtain written consent from the County verifying that the intended use is an HUD-eligible use of program income. Expenditures of program income will be reported to the County on a monthly basis. Upon completion of this Agreement, the Subrecipient shall transfer to the County any grant funds on hand and any accounts receivable attributable to the use of such funds. Further requirements for the calculation and use of program income are set forth below in Exhibit A-1, which is incorporated into this Agreement.
- ii. Indirect Costs. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.
- iii. Reports. The Subrecipient shall submit reports to the County in the form, content, and frequency as provided in Exhibit A.

D. Procurement.

- i. Compliance. The Subrecipient shall procure all materials, property, and services associated with this Agreement in compliance with the requirements of 24 CFR Part 570, Subpart K, and applicable Uniform Administrative Requirements as set forth in 2 CFR Part 200.
- ii. Travel. The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR Part 200, Subpart D, and 24 CFR 570.502 – 504, as applicable.

9. Relocations, Real Property Acquisition and One-for-One Housing Replacement.

The Subrecipient shall comply with:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act; and
- C. The requirements of 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

10. Personnel and Participant Conditions.

A. Civil Rights.

- i. Compliance. The Subrecipient agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- ii. Nondiscrimination. The Subrecipient shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds

of race, color, religion, sex, familial status, national origin, age, or disability in the provision of services to its clients.

- iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination, as herein defined, in the sale, lease, rental, use, or occupancy of such land, or in any improvements erected or to be erected thereon, provided that the County and the United States shall be beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
- iv. Section 504. The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program.

B. Affirmative Action.

- i. Approved Plan. The Subrecipient agrees that it shall carry out an Affirmative Fair Housing Marketing Plan in order to help applicants offer equal housing opportunities regardless of race, color, national origin, sex, familial status, or disability. The requirements for the Affirmative Fair Housing Marketing Plan are more particularly set forth below in Exhibit A-2, which is incorporated into this Agreement.
- ii. Women- and Minority-Owned Businesses. The Subrecipient certifies that it will comply with 2 CFR 200.321 to take all necessary affirmative steps to assure that minority firms, women business enterprises, and labor surplus area firms are used when possible. The Subrecipient further certifies that it will submit to the County at the time of project completion a report of the MBE and WBE status of all subcontractors to be paid with CDBG funds with contracts of \$10,000 or greater, in a format that will be provided by the County.
- iii. Access to Records. The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the County, HUD or its agent, or other authorized federal officials for purpose of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

- iv. Equal Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on its behalf, state that it is an Equal Opportunity or Affirmative Action employer.
- v. Subcontract Provisions. The Subrecipient shall include the provisions of Paragraphs 10.A and B in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions.

- i. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.
- ii. Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.
- iii. "Section 3" Clause. As a condition of receiving federal financial assistance, the Subrecipient certifies and agrees to ensure compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Failure to fulfill these requirements shall subject the County, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, and their successors and assigns, to those sanctions specified in the Agreement through which federal assistance is provided. The Subrecipient certifies that no contractual or other disability exists that would prevent compliance with these requirements.

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

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.”

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

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

D. Conduct.

- i. Assignability.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County; provided that claims for money due or to become due to the Subrecipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.
- ii. Subcontracts.**

 - a. Approvals.** The Subrecipient shall not enter into any subcontracts with any agency without the prior written consent of the County, which consent shall not be unreasonably withheld.
 - b. Monitoring.** The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c. Content. The Subrecipient shall ensure that the provisions of this Agreement are incorporated into any subcontract executed in the performance of this Agreement.
 - d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts entered into in the performance of this Agreement are awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.
 - iii. Hatch Act. The Subrecipient shall comply with the requirements of the Hatch Act (5 U.S.C. 1501-1508) and shall ensure that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.
 - iv. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, including, but not limited to, the following:
 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, and agents engaged in the award and administration of contracts supported by federal funds;
 - b. No employee, officer, or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved; and
 - c. No covered person who exercises or has exercised any function or responsibility with respect to CDBG-assisted activities or who is in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or with respect to the proceeds of the CDBG-assisted activity, either for himself or herself or those with whom he or she has a family or business tie, during his or her tenure or for one year thereafter. For the purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, or officer of the Subrecipient.
 - v. Contingency Fee. The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subrecipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent

upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include a brokerage fee, however denoted. In the event of a breach or violation of this paragraph, the County shall have the right to terminate this Agreement without liability.

- vi. Certification of Anti-Lobbying. The Subrecipient certifies and discloses that, to the best of its knowledge and belief:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, an employee of a member of Congress, a County Commissioner, or any County employee in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. It will require that the language of paragraphs (a) through (d) of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- vii. Copyright. If this Agreement results in any copyrightable material or inventions, the County and/or HUD reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

- viii. Religious Activities. The Subrecipient acknowledges that CDBG funds may not be used for inherently religious activities, such as worship, religious instruction, or proselytization. The requirements of 24 CFR 5.109, as applied to the CDBG program pursuant to 24 CFR 570.200(j), are incorporated into this Agreement by reference.
- ix. Drug-Free Workplace. The Subrecipient certifies that it shall provide drug-free workplaces in accordance with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and 24 CFR Part 21.

11. Environmental Conditions.

A. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to its performance under this Agreement:

- i. Clean Air Act (42 U.S.C. 7401, et seq., as amended), particularly Section 176(c) and (d) (42 U.S.C. 7506(c) and (d));
- ii. Determining Conformity of Federal Actions to State and Federal Implementation Plans (Environmental Protection Agency – 40 CFR Parts 6, 51, and 93); and
- iii. Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq., as amended), including the requirements set forth in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

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

C. Lead-Based Paint. The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.

D. Historic Preservation. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in Title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

12. Miscellaneous Provisions.

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All gendered pronouns shall extend to and include all genders.

B. In the event 24 CFR 570.503 ("Agreements with Subrecipients") is amended or changed, the County shall provide written notice of the changes to the Subrecipient and shall amend this Agreement accordingly.

C. 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.

D. This Agreement shall be governed by the laws of the state of Florida. Venue for any legal or administrative action arising under this Agreement shall lie exclusively in St. Johns County or the Middle District of Florida, Jacksonville Division. Subrecipient hereby waives any privileges or rights it may have under statute or case law relating to venue, including any objection based on forum non conveniens.

13. 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.

14. Section Headings and Subheadings.

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

15. Waiver.

No forbearance on the part of either Party shall constitute a waiver of any item requiring performance by the other Party. A waiver by one Party of the other Party's performance shall not constitute a waiver of any subsequent performance required by such other Party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both Parties.

16. Counterparts.

This agreement may be executed in counterparts, each of which shall be deemed an original.

17. Authority to Execute.

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

18. Entire Agreement.

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, electronic, or written, relating to such matters.

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

County

Grantee

Name and Title

Name and Title

Address

Address

City/State/ZIP Code

City/State/ZIP Code

Telephone Number

Telephone Number

EXHIBIT A: SCOPE OF WORK

Rehabilitation of 859 West 9th Street, St. Augustine FL 32084

Subrecipient: Emergency Services and Homeless Coalition of St. Johns County, Inc.,

Approved Grant Budget: CDBG funding, awarded to St. Johns County by HUD, will be provided up to a maximum of **\$23,990.00**. Subrecipient is responsible for all costs for renovations beyond the amount of \$23,990.00 and beyond the scope of the renovations detailed in Exhibit A.

Activity Scope: Emergency Services and Homeless Coalition of St. Johns County, Inc.. will rehabilitate 859 West 9th Street, St. Augustine, FL 32084, to provide decent, safe, affordable housing to low- and moderate-income individuals and households.

The Subrecipient must submit invoices to the County for all approved renovations that have been completed. County staff will verify and document that the approved renovations have been completed and will then submit a reimbursement request for payment. The Subrecipient is an approved vendor of the County and the County will reimburse the Subrecipient for the approved amount, within 30 days from the date of the County's verification of renovation completion. For the term of this contract, all contractors who complete renovations on this home are subject to the procurement regulations stated in Section 8 D of this Agreement, regardless of the source of funds from which they are paid, unless the Subrecipient completes the renovations by use of their own employees.

Approved Renovations: reimbursement for the following renovations are provided under this Agreement.
Exterior Safety Features: <ul style="list-style-type: none">• Removal of dead trees and underbrush• Installation of safety fencing• Replace damaged vinyl siding panels, paint exterior trim• Repair/clean dryer vent and install cover
Interior Features: <ul style="list-style-type: none">• Installation of smoke detectors and fire extinguishers• Install new appliances: refrigerator, range, microwave oven, dishwasher, washer, dryer• Install flooring• Install closet bi-fold doors• Paint interior walls
If additional rehabilitation needs are discovered during the term of this contract, Subrecipient must obtain written approval from the County prior to undertaking those rehabilitation tasks. Should the County approve reimbursement for additional rehabilitation needs, other than those stated above, the amount of the contract will not be increased.

Homelessness and Income Certifications:

- The Subrecipient shall be responsible for verifying that all clients served pursuant to this Agreement meet the definition of homeless persons or low-to-moderate income households.

Reporting Schedule:

- After Activity completion - Subrecipient will be responsible for monthly reporting of income and demographic data on tenants. Demographic data will include whether the tenants are female-headed households, number of persons in household, racial and ethnic identity of household members, income level of household, and whether the household was certified as homeless at the time of executing the lease. The monthly reports shall comply with all applicable HUD reporting requirements and County reporting procedures.
- Subrecipient will make an Annual Certification indicating that the home continues to be used for the eligible purpose of providing affordable rental housing to low- to moderate-income households.
- By June 30 of each year, the Subrecipient shall submit to the County, an annual agency audit report with an audit manager's letter. In the event that any deficiencies are cited, Subrecipient will submit to the County documentation that demonstrates Subrecipient cleared all deficiencies within 30 days of receipt.

Monitoring: The County's Housing and Community Services Division will monitor all stages of the Activity to ensure compliance with all applicable federal regulations and County guidelines.

- Within the first three months after completion of the Activity and occupancy of the building, the County will perform a level one monitoring of the Subrecipient to ensure that Subrecipient is maintaining all records in a satisfactory manner.
- After one year of providing services, the County will perform a level two monitoring of the Subrecipient to ensure compliance of client files, financial records, and demographic data reporting. A level two monitoring will also include the Subrecipient providing verification that program income has been spent on an eligible activity that meets a national objective.
- The County may make site visits to the property at any time during the term of this Agreement to ensure compliance with applicable federal regulations and the requirements of this Agreement.
- By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the County. The Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County, HUD, and the Comptroller General of the United States, or any of their authorized representatives.

EXHIBIT A-1: PROGRAM INCOME

Subrecipient shall calculate and manage Program Income based on the definitions, methodology and terms and conditions listed below:

SJC Program Income Calculation Methodology for Single-Family Rental Housing

Subrecipient shall use the following methodology for calculating program income from a single-family rental housing project:

Calculate Project Costs and CDBG Investment

- a). Calculate Total Development Costs or “Project Uses” by adding the sum of Acquisition plus Hard and Soft Construction Costs.
- b). Calculate “Total Sources” by adding the sum of Private Mortgage and / or relate sources such as State of Florida housing subsidies, private grants plus amount of CDBG and/or Related HUD funds via SJC.
- c). SJC shall provide Subrecipient an amount of CDBG subsidy that helps Sources to equal Uses after all other funding sources have been obtained the project remains affordable to the to target income group.
- d). Subrecipient shall calculate the percentage of Total Development costs that is paid for with CDBG and/or related HUD subsidy funds via SJC.

Calculate Program Income

- e). Calculate Gross Net Operating Income (NOI) by subtracting from Effective Rental Income after Vacancy all reasonable Operating Expenses.
- f). Calculate Program Income by multiplying NOI by Percentage of CDBG and/or relate HUD Subsidies via SJC.

Calculate Balance of Program Income After Eligible Debt Service Payments

- g). Calculate Remaining Net Operating Income Available for Private Debt Services by subtracting the amount of Program Income from NOI.
- h). Calculate Balance of Debt Service Needed to Paid Out of Portion of Program Income (Unmet and Cost Reasonable Need) by subtracting NOI Available for Private Debt Service from Proposed Private Mortgage Debt Service payment. Debt service payments should not result in a less than 1.25 Debt Service Coverage Ratio.
- i). Calculate Balance of Program Income by subtracting Portion of Program Income Applied to Private Mortgage Debt Service Payments from Program Income.
- j). Subrecipient shall use the attached worksheet as template for calculating and reporting on Program Income for CDBG-assisted project.”

SJC Program Income Use Rules for Single-Family Rental Housing

Subrecipient must use Remaining Program Income for either:

- k). Funding Capital Replacement Reserve;
- l). Making contributions to an Operating Reserve to have cash for unforeseen events such as long period of vacancy, slow or no pay tenants, disruption from storms, etc.;
- m). Making additional debt service payments to reduce debt balance and interest expense over time;
- n). Establishing working capital account for predevelopment costs for similar projects that meet CDBG National Objectives and eligible uses such as another LMI rental housing project or;
- o). Remitting Balance of Program Income to SJC.

Every year Subrecipient must show accounting reconciliation of Program Income earned and how it was deployed in compliance with CDBG regulations.”

HUD CDBG Program Income Rules

Subrecipients must follow HUD CDBG Program Income rules as set forth in 24 CFR 570.500, as may be amended from time to time.

EXHIBIT A-2: AFFIRMATIVE FAIR HOUSING MARKETING PLAN

Subrecipient must complete: HUD Form 935.2B, Affirmative Fair Housing Marketing (AFHM) – Single-Family Housing, <https://www.hud.gov/sites/documents/935-2B.PDF>.”

The purpose of the Affirmative Fair Housing Marketing (AFHM) Plan is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. The AFHM Plan is used to ensure that developers and/or subrecipients are taking necessary steps to eliminate discriminatory practices and to overcome the effects of past discrimination involving HUD-assisted housing.

Affirmative fair housing marketing and planning is a requirement for access to CDBG funding for all new construction, substantial rehabilitation, and existing project marketing and advertising activities. An AFHM program, as specified in this Plan, shall be in effect for each assisted rental housing project throughout the life of the CDBG and/or related housing subsidy affordability compliance period.

The responses are required to obtain or retain benefits under the Fair Housing Act, Section 808(e)(5) & (6) and 24 CFR Part 200, Subpart M. The form contains no questions of a confidential nature. The AFHMP, once approved by the County, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without County approval.

In formulating the Affirmative Marketing Program, Subrecipient must do the following:

1. Targeting.

Identify the segments of the eligible population which are least likely to apply for housing without special outreach efforts.

Consider the current racial and ethnic composition of the residential area.

Also consider language barriers and income eligibility requirements.

2. Outreach.

Outline an outreach program which includes special measures designed to attract those groups identified as least likely to apply and other efforts designed to attract persons from the total eligible population.

Community Contacts. The housing provider must list at least one community organization that serves each group determined to be least likely to apply and who has agreed to help the provider in their marketing efforts. In the plan include the name of the contact person, contact information, experience working with the target population as well as the number and language of materials to be provided to such agencies.

Media. The housing provider should specify the particular means of advertising to reach a target group and the reasoning behind the particular type of advertising. Advertisements should include the fair housing logo.

If the immediate housing market area is not demographically diverse enough to draw applicants considered “least likely to apply” then an expanded housing market area should be used.

3. Indicators.

State the indicators to be used to measure the success of the marketing program.

Recording information on how an individual heard about the housing and why they decided to apply will provide useful data for the evaluation process.

In addition, comparing the number of units now occupied by persons previously determined to be “least likely to apply” and the number of people least likely to apply on the waiting list prior to and after the marketing process is a good starting place for the evaluation.

4. Staff Training.

Demonstrate the capacity to provide training and information on fair housing laws and objectives to sales or rental staff.

EXHIBIT B: INSURANCE REQUIREMENTS

BASIC INSURANCE REQUIREMENTS

During the term of this Agreement, the Subrecipient at its sole expense shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of the Subrecipient.

The Subrecipient shall keep the Property insured for its full insurable value against loss by fire, flood if so required, and other losses normally covered by an extended coverage endorsement. All policies of insurance which insure against any loss or damage to the Property shall provide for loss payable to the County, without contribution by the County, pursuant to clauses satisfactory to the County.

The Subrecipient shall provide the County a certified copy of all insurance policies procured by the Subrecipient. When any required insurance reaches the attainment of a normal expiration date or renewal date, the Subrecipient shall provide the County with Certificates of Insurance evidencing a continuation of coverage. The Subrecipient's insurance coverage shall be primary insurance as respects to the County for all applicable policies. The limits of coverage under each policy maintained by the Subrecipient shall not be interpreted as limiting the Subrecipient's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A- or better.

The Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Activity by the Subrecipient, its agents, representatives, employees or subcontractors.

The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Subrecipient against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$500,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury.
- \$500,000 each occurrence for Products and Completed Operations.

The policy must include coverage for Contractual Liability, Independent Contractors. The Certificate Holder shall be identified as:

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

St. Johns County, a political subdivision of the State of Florida, including its officials, employees, and volunteers, is to be named as an Additional Insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of any service performed by or on behalf of Subrecipient. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

The Subrecipient's insurance coverage shall be primary insurance as respects St. Johns County, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall be non-contributory.

WORKER'S COMPENSATION

The Subrecipient shall provide worker's compensation insurance in such amounts as required by law for all of its employees involved in the performance of this Agreement.

EXHIBIT C
Mortgage Lien

Record and Return to:

St. Johns County Housing and Community Services Division
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084

Rec. Fees: \$
DS: \$

This Document Prepared By:

St. Johns County Housing and Community Services Division
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084

Property Appraiser's Parcel ID No.: 1332150030
Owner: Emergency Service and Homeless Coalition of St. Johns County, Inc.

MORTGAGE LIEN
FOR REAL PROPERTY REHABILITATED
WITH CDBG FUNDS

This mortgage is made by St. Johns County, a political subdivision of the state of Florida, 500 San Sebastian View, St. Augustine, FL 32084 (the Mortgagee) and Emergency Service and Homeless Coalition of St. Johns County, Inc., a Florida not-for-profit corporation, 62 Chapin Street, St. Augustine, FL 32084 (the Mortgagor).

WHEREAS, the Mortgagee is the administrator of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG); and

WHEREAS, pursuant to law, HUD has made available to the Mortgagor, through the Mortgagee, funds to be used in the rehabilitation of certain real property described herein to be used as rental housing, for low-income and moderate-income CDBG eligible people and families; and

WHEREAS, the use of the property qualifies under the CDBG program as meeting one of the national objectives in 24 CFR Part 92 and is not a building for the general conduct of government; and

WHEREAS, the Mortgagor will use the home/property to rent to low- and moderate-income CDBG eligible people and families according to 24 CFR 92.252 and in accordance with the separate agreement between Mortgagor and Mortgagee executed on _____, entitled Community Development Block Grant Subrecipient Agreement between St. Johns County and Emergency Service and Homeless Coalition of St. Johns County, Inc.

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the Note) and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, the Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto the Mortgagee all of the Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in St. Johns County, Florida, more particularly described in Exhibit A, attached hereto and incorporated herein, together with all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of the Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the Mortgaged Property). The Mortgagor hereby grants to the Mortgagee a security interest in the foregoing described tangible and intangible personal property.

The Mortgagor covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.

CDBG funds in the amount of ~~twenty-three thousand nine hundred ninety dollars and zero cents (\$23,990.00)~~ have been provided to or for the benefit of the Mortgagor to assist in the rehabilitation of the Mortgaged Property.

3. The Mortgagor warrants that the Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge or encumbrance except as the Mortgagee has agreed to accept in writing, and the Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. The Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. The Mortgagor will preserve such title and will forever

warrant and defend the same to the Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

4. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
5. This Mortgage is forgivable at ~~20 percent per year for 5 years~~, prorated on a monthly basis, provided that:
 - a. The Mortgaged Property remains occupied by low to moderate income individuals, as provided in the Subrecipient Agreement; and
 - b. The Mortgagor honors all requirements of this agreement.

Upon termination or expiration of this Mortgage, the Mortgagee shall execute a release from this Mortgage and lien which shall be recorded in the public records of St. Johns County, Florida.

6. The Mortgagor further covenants and agrees to pay when due, without requiring any notice from the Mortgagee, all taxes, assessments of any type or nature and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the Mortgaged Property, which may be or become superior to this Mortgage, and to permit no default or delinquency on any other lien, encumbrance or charge against the Mortgaged Property.
7. The Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against the Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against the Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of the Mortgagee.
8. The Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to, the making of such repairs as the Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and the Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to the Mortgagor.

9. The Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
10. The Mortgagor further covenants and agrees that if the Mortgagor fails to pay any claim, lien or encumbrance that is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of the Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then the Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as the Mortgagee deems advisable, and for any of such purposes, the Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. The Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment, or premium and of the amount necessary to be paid in satisfaction thereof. The Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
11. The Mortgagor further covenants and agrees that the Mortgagor will pay to the Mortgagee, immediately and without demand, all sums of money advanced by the Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees, and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.
12. The Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.
13. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any the Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without notice or demand, which are hereby expressly waived, in which event, the Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida, and the Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, and all such other costs, expenses and attorney's fees for any retrial, rehearing or appeal. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of the Mortgagor.

14. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of the Mortgagor's obligations, covenants or agreements in this Mortgage, the Note or the Agreement:

- a) The Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts the Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including those past due as well as those accruing thereafter; and
- b) The Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, or the solvency of the Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, the Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property which is a part of the Mortgaged Property and used by the Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, attorney's fees, costs, and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. The Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and as the Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The Mortgagee shall be liable to account only for such rents, issue and profits actually received by the Mortgagee.

15. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, the Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.

16. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within six (6) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at

any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreement contained in this Mortgage shall be applicable to all further advances made by the Mortgagee to the Mortgagor under this future advance clause.

17. No delay by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by the Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of the Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by the Mortgagee before or after the exercise of such option, and no withdrawal or abandonment of foreclosure proceeding by the Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of the Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by the Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
18. Without affecting the liability of the Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, in the Note, or in the Subrecipient Agreement, and without affecting the rights of the Mortgagee with respect to any security not expressly released in writing, the Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
 - a. Release any person liable for payment of all or part of the indebtedness or for performance of any obligation;
 - b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 - c. Exercise or refrain from exercising or waive any right the Mortgagee may have;
 - d. Accept additional security of any kind; or
 - e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

19. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
20. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to the Mortgagee. The Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, the Mortgagee may be represented by counsel selected by the Mortgagee. The proceeds of any award or compensation so received shall, at the option of the Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by the condemning authority, or at the option of the Mortgagee, such award shall be paid over to the Mortgagor for restoration of the Mortgaged Property.
21. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
22. The loan represented by the Mortgage and the Note is personal to the Mortgagor. The Mortgagee extended the funds to the Mortgagor based upon the representations made in the Mortgagor's application and the Subrecipient Agreement between the parties as well as the Mortgagee's judgment of the ability of the Mortgagor to perform under this Mortgage, the Note, the Subrecipient Agreement, and the Mortgagee's judgment of the ability of the Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with HUD regulations and with written approval by the Mortgagee.
23. **COMPLIANCE WITH ENVIRONMENTAL LAWS:**
 - a. Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
 - b. Representations and Warranties: The Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property complies with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and the Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not

now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the Mortgaged Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.

c. Indemnification.

- (1) The Mortgagor shall indemnify the Mortgagee and hold the Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of the Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within the Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including strict liability), damages, injuries, expense (including attorneys' fees for attorneys of the Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.
- (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit the Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of the Mortgagee during and following any possession or ownership of the Mortgaged Property by the Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

d. Notice of Environmental Complaint. If the Mortgagor shall receive any knowledge of notice (actual or constructive) of:

- (1) The happening of any event involving the spill, release, leak, seepage, discharge, presence or cleanup of any Hazardous Waste on the Mortgaged Property on in connection with Mortgagor's operations thereon; or

(2) Any complaint, order, citation or notice with regard to air emission, water discharges; or

(3) Any other environmental, health or safety matter affecting Mortgagor,

(All the foregoing be referred to herein as an Environmental Complaint) from any person or entity, then the Mortgagor immediately shall notify the Mortgagee orally and in writing of the notice.

e. Mortgagee's Reserved Rights. In the event of an Environmental Complaint, the Mortgagee shall have the right, but not the obligation (and without limitation of the Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by the Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by the Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by the Mortgagee.

24. **Breach.** Any breach of any warranty, representation or agreement contained in this Mortgage, the Note, or the Subrecipient Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

25. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Subrecipient Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be severable and shall not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

26. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.

27. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of St. Johns County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida. Venue for any cause of action arising under this Mortgage shall lie exclusively in St. Johns County, Florida.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on this _____ day of _____, 2019.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Emergency Services and Homeless
Coalition of St. Johns County, Inc., a Not-
For-Profit Corporation

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing mortgage was acknowledged before me this _____ day of _____, 2019, by Emergency Services and Homeless Coalition of St. Johns County, Inc., a not-for-profit organization, who is personally known to me _____ or _____ produced _____ as identification, and who did take an oath.

Seal

Signature - Notary Public (SEAL)

Print Name: _____

My Commission Expires: _____

EXHIBIT D
Promissory Note

\$23,990.00

DATED: _____, 2019

FOR VALUE RECEIVED, the undersigned (the Borrower) promises to pay to St. Johns County, a political subdivision of the State of Florida, CDBG Fund, St. Johns County, Florida, its successors or assigns (Lender), the principal sum of **nineteen thousand dollars and zero cents (\$23,990.00) or such other amount as may be advanced by Lender from time to time hereunder**, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this note to St. Johns County, or if home/property is used for purposes other than affordable rental housing for low-income to moderate-income CDBG eligible people.

This Note and all other obligations of the Borrower, including the agreement entered into between the parties entitled Community Development Block Grant Subrecipient Agreement between St. Johns County and Emergency Services and Homeless Coalition of St. Johns County, Inc. (the Subrecipient Agreement) are secured by a lien on collateral in the form of real property located in St. Johns County, Florida (the Security), pursuant to a Mortgage Lien For Real Property Acquired With CDBG Funds (the Mortgage) held by Lender. The terms and conditions contained in the Agreement and the Mortgage are incorporated herein and made a part hereof as fully as if set forth herein. This Note, the Subrecipient Agreement, and the Mortgage are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A) Maturity. The purpose of this Note is to provide Borrower CDBG grant funds for the rehabilitation of the property to be used as a rental unit for low- and moderate-income CDBG eligible individuals and families. The maturity date of this Note shall be **December 1, 2024**.
- B) The Note is forgivable at 20 percent per year for 5 years, prorated on a monthly basis, providing that the home/property remains occupied by low to moderate income individuals, as defined by HUD, and the participants honor all requirements of this agreement.
- C) Sums due under this Note shall be payable to the St. Johns County CDBG Grant, St. Johns County, Florida, 500 San Sebastian View, St. Augustine, FL 32084, or such other place as the Note holder may designate.

D) Prepayment. Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to make any payment due under this Note within fifteen (15) days of the due date; or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of lender and borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights, or in a proceeding against the Security;
- B. Agree that time is of the essence with respect to every provision of this Note and the Loan Documents;
- C. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon;
- D. Consent to any and all renewals, extensions or modifications agreed to by Borrower, and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment;
- E. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note;
- F. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note; and
- G. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note.

7. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally, agree that:

- A. Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage;
- B. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender; and
- C. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any

later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A waiver or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.

8. Waiver of Jury Trial. Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.

9. Governing Law. This Note is executed and delivered in St. Johns County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

WITNESS:

Signed, sealed, and delivered
in our presence as witnesses:

Emergency Services and Homeless Coalition
of St. Johns County, Inc., a Florida Not-For-
Profit Corporation

Witness Signature

By: _____

Printed Name: _____

Witness Name Printed

Its: _____

Witness Signature

Witness Name Printed

EXHIBIT E
Authorizing Resolutions