

RESOLUTION NO. 2019-464

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

RECITALS

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

WHEREAS, HUD has awarded the COUNTY a grant to assist the COUNTY in providing benefits to low and moderate income residents in accordance with the FY2017-2018 Action Plan and the COUNTY's Consolidated Plan (the "Award"); and

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

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

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

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

Section 1. Incorporation of Recitals.

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

Section 2. Approval and Authority to Execute.

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

Section 3. Corrections of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 17th day of December, 2019.

ATTEST: Brandon Patty, Clerk

By: Pam Halterman  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY

By: Jeb S. Smith  
Jeb S. Smith, Chair

RENDITION DATE 12/19/19



**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
ST. JOHNS COUNTY AND  
WEST AUGUSTINE HISTORICAL COMMUNITY DEVELOPMENT  
CORPORATION, A FLORIDA NOT-FOR-PROFIT CORPORATION.**

THIS AGREEMENT (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between St. Johns County, a political subdivision of the state of Florida (the County) and West Augustine Historical Community Development Corporation (the Subrecipient), a Florida not-for-profit corporation (the Subrecipient). 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 2017-2018 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 providing child-care services, including tutorial, mentoring, and enrichment services, to disadvantaged children in West Augustine, as more fully set forth in Exhibit A (the Project); and

**WHEREAS**, the County approved the Project as part of the 2017-2018 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 provide child-care services, including, but not limited to, tutoring and mentoring, to at least 35 children who are members of low-income households or moderate-income households as those terms are defined in 24 CFR § 570.3. The Subrecipient acknowledges that the characterization of the Project as child-care services is based solely on the definition provided in the HUD Matrix Code

Definitions for its Integrated Disbursement and Information System, which, in relevant part, defines child care services as “services that will benefit children (generally under age 13)...” The County makes no determination as to whether the Project falls within the definition of child care for the purposes of licensing requirements under Florida law.

**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(c).

The Subrecipient certifies that the activities carried out under this Agreement will **benefit low-income and moderate-income persons by providing child-care services as more specifically set forth in Exhibit A, including tutoring and mentoring, to low-income and moderate-income participants 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. 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, or the Comptroller General of the United States, or any of their authorized representatives.

E. Capacity Building. Should the County provide any grant writing, grant management, or capacity-building trainings during the term of this Agreement, at least one staff member of the Subrecipient shall be required to attend such training. The County shall notify the Subrecipient of any training opportunities.

**2. Time of Performance.**

Unless otherwise provided herein or by a supplemental agreement or amendment, the term of this Agreement shall commence upon the latter Party's execution of the Agreement, and shall remain in effect until **May 31, 2021**. 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, issued pursuant to this Agreement.

**3. Budget.**

CDBG funds will be used to pay for the following:

Salaries and Employer Payroll Liabilities	\$78,200.00
Supplies	\$3,500.00
Administrative Costs	\$4,400.00
<b>Total</b>	<b>\$86,100.00</b>

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 in advance by both the County and the Subrecipient.

**4. Payment.**

The County agrees to reimburse the Subrecipient for allowable costs in connection with the Subrecipient's performance of the services set forth in Exhibit A (Services). The maximum amount of funding that the Subrecipient is eligible to receive under this Agreement is **eighty-six thousand, one hundred dollars (\$86,100.00)**. It is expressly acknowledged that the funding amount does not constitute the full cost of the scope of Services. It is the Subrecipient's sole responsibility to obtain the necessary funds to complete the scope of work.

Payments to the Subrecipient under this Agreement shall be made in monthly increments based on actual budgeted expenses detailed in Subrecipient's Reimbursement Request. Subrecipient shall submit a Reimbursement Request demonstrating Project costs (Exhibit B) to the County by the 15<sup>th</sup> day of each month. The Reimbursement Request shall include a written justification of the expenses incurred in connection with the Scope of Work and shall be accompanied by receipts for supplies, a payroll journal, and timesheets for the mentor/tutors who provide the Services (Mentor/Tutor or Mentor/Tutors). To be eligible for reimbursement under this Agreement, expenses must be necessary and reasonable for the effective and efficient accomplishment of the scope of work.

The County may deny all or part of a Reimbursement Request if the County determines that expenses are ineligible for reimbursement, either pursuant to CDBG regulations or the terms of this Agreement. Project costs are as set forth in paragraph 3, and as more particularly described in Exhibit A.

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

It is strictly understood that the Subrecipient is not entitled to the above-referenced amount of compensation. Rather, the Subrecipient's compensation is based on the Subrecipient's performance of the activities set forth in Exhibit A. Subrecipient'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 CDBG grant 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:

### County

St. Johns County Board of County Commissioners  
Housing and Community Development Division  
3940 Lewis Speedway, Suite 2103  
St. Augustine, FL 32084

### Grantee

West Augustine Historical Community  
Development Corporation  
1029 Pearl Street  
St. Augustine, FL 32084

## 6. Public Records.

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119,

Florida Statutes), and other applicable State and Federal provisions. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

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

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

**AGREEMENT, CONTACT THE CUSTODIAN OF  
PUBLIC RECORDS AT:**

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

**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 principal 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 assume 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 and the provision of the Services. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than to supplant funds otherwise available.

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

**C. Indemnification.**

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

fees and other costs associated with litigation, whether or not such costs are taxable as attorney's fees), and statutory fines or penalties associated with the contractor's work under the contract.

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

**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 Party. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from each Party's 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 Board.

**G. Suspension or Termination.** In accordance with 2 CFR §§ 200.338 and 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 its obligations under this Agreement in a timely and proper manner;
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR § 200.326 and 2 CFR Part 200, Appendix II, 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-income persons, 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 further 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 documentation to the extent required by HUD as stated in Exhibit A.1, including, but not 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, or 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. Although no program income, as defined by 24 CFR § 570.500(a), is anticipated as a result of this Agreement, any such income received by the Subrecipient shall be paid to the County within 10 days of receipt of such income. 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. If any program income is received by the Subrecipient following the termination of this Agreement, such program income shall be returned to the County. All such disposition of program income received by Subrecipient shall be consistent with the County's authority to demand it pursuant to 24 CFR §§ 570-504(c).
- 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 Exhibits B and C.

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 as defined by 24 CFR § 570.3 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 24 CFR Part 200, Subpart D, and 24 CFR §§ 570.502 – .504, as applicable.

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

To the extent that the following regulations are applicable to the activities funded under this Agreement, 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 any displaced persons as defined by 24 CFR § 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a project assisted with CDBG funds pursuant to this Agreement.

**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 Action Program in keeping with the principles as provided in Executive Order 11246. The Subrecipient shall submit a plan for an Affirmative Action Program to the County for approval prior to the award of funds.
- 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 Minority Business Enterprise (MBE) and Woman's Business Enterprise (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 expressly include or incorporate by reference the provisions of subparagraphs 10.A and B in every subcontract or purchase order implementing the Subrecipient's activities under

this Agreement, 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 pursuant to this Agreement 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 (40 U.S.C. § 276a, et seq.), 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 Part 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 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.
- ii. Subcontracts.
  - a. Approvals. The Subrecipient shall not enter into any subcontracts related to any right, interest or obligation of the Subrecipient under this Agreement or the implementation of this Agreement 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 contractual 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.
  - d. In the event a conflict of interest arises on the part of the Subrecipient, or an employee, officer, or agent of the Subrecipient, the Subrecipient shall take all steps necessary to obtain an exception from HUD pursuant to 24 CFR § 570.611(d). The failure of the Subrecipient to obtain an exception, or otherwise cure a conflict of interest, shall be grounds for termination of this Agreement.
- 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 the Subrecipient's 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. The Subrecipient 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 (41 U.S.C. § 701) and 2 CFR Part 2429.

**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 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, Subtitle III, Division A (formerly codified at 16 U.S.C., subchapter II, Part B) 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 H.

**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

Subrecipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Address

---

City/State/ZIP Code

---

Telephone Number

Address

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City/State/ZIP Code

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Telephone Number

**EXHIBIT A: SCOPE OF WORK**  
**Project No. 2017-01: Kids Safe Zone**

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

**Project Dates:** December 24, 2019 – May 31, 2021. The Project shall commence upon execution of the Subrecipient Agreement by both parties.

**Project Description:**

The West Augustine Historical Community Development Corporation shall operate an after-school child-care program entitled Kids Safe Zone, for children in kindergarten through the 8th grade. This project shall provide tutoring and mentoring to at least 35 children from low-income and moderate-income between December 24, 2019 – May 31, 2021. The goals of this project are to provide a safe haven after school and during the summer. The safe haven shall provide tutoring and mentoring child-care services including adult supervision, healthy food, assistance in developing participants' basic academic skills, while teaching participants to develop a positive attitude toward learning, and to expand their knowledge and desire to participate in community activities and postsecondary education.

**Participant Eligibility:** The Kids Safe Zone is located in the West Augustine neighborhood, defined by the boundaries of the West Augustine CRA (as demonstrated by Exhibit E). Eligible participants must live in an unincorporated area of St. Johns County. Eligible participants of this project must demonstrate that they are part of low-income or moderate-income households, as defined by HUD income limits, and do not live within the city limits of St. Augustine. Exhibit C includes HUD income limits, based on family size. Participant files must include all documents that demonstrate family size, income, and participant eligibility, to the extent required by Exhibit A.1.

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

**Approved Grant Budget:** All CDBG funds provided to the Subrecipient shall be on a reimbursement basis. HUD regulations stipulate that reimbursement is prohibited for activities performed prior to, or after, the dates specified in a signed agreement between the County and the Subrecipient (December 24, 2019 – May 31, 2021). The budget for the Kids Safe Zone is limited to the following:

Expense:	Amount:	Description:
Salaries:	\$78,200	Mentor/Tutors will be paid, by Subrecipient, the wage of \$15.00 per hour. Subrecipient shall be responsible for all employment requirements and keep signed timesheets for all hours worked by tutors. Mentor/Tutors are not employees of the County. From this line item, reimbursement can be requested for the WAHCDC's Employer Payroll Liabilities, which are limited to Social Security, Medicare, and FL Unemployment.
Supplies:	\$3,500	Consumable classroom supplies such as, paper, notebooks, file folders, pens, pencils, markers, textbooks, flashcards, calculators, classroom posters, learning software, and USB flash drives. The purpose of these educational supplies is to aid participants in achieving verified learning gains.

Administrative Costs:	\$4,400	Eligible administrative costs may include accounting services and insurance as specified in Exhibit D.
TOTAL →	\$86,100	Subrecipient will not be reimbursed for any expenses exceeding the amount of \$86,100.


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

**Project Files:** The Subrecipient shall establish a physical file on each project participant household, consistent with the procedures set forth in the September 18, 2019, email from HUD to the County attached as Exhibit A.1. To the extent required by Exhibit A.1., the file will include documentation of the eligibility of the participant household, including family size, income level, age, race, ethnicity, disability status, and Female Head of Household data. Subrecipient will verify the above data points by physically viewing original documents and then photocopying these documents for placement in the physical file. Social Security numbers shall be redacted from documents before placing these documents into the physical file.

**Reporting Schedule:** Project information related to demographics, performance measures, project activities, and accomplishments shall be reported by the Subrecipient on the Monthly Project Summary form attached as Exhibit C. The County may use the Monthly Project Summaries in communications with HUD.

**Maintenance of Records:** The Subrecipient shall maintain all records required to be kept under this Agreement for 6 years after the closeout date of the Project. The County may perform monitoring activities to ensure that the Subrecipient is maintaining all records in a satisfactory manner.

# EXHIBIT A-1: HUD GUIDANCE


 Hembree, Deidra M <deidra.m.hembree@hud.gov>  
 Kid Zone National Objective Determination  
 To: Joseph Gore  
 Cc: Greg LaBak  
 Follow up. Start by Thursday, September 16, 2015. Due by Thursday, September 17, 2015

Joe, I have confirmed my initial determination on the following with our HQ offices.

The national objective of LMC and Matrix Code 03L-Child Care is the correct classification for the Kid Zone Tutoring activity as presented in the sub recipient agreement provided. As previously discussed this activity is a service and that service is being provided to a specific population (Children). Public service is limited to a specific group of people, at least 51% of whom are LMI income persons. Services qualifying under this category serve a specific clientele, rather than providing services to all the persons in a geographic area. Being this activity is not a tutoring service provided in all residences in an area it cannot qualify under the national objective of LAMA. See criterion below 570.203(a)(2). Presumptive Preserved benefits would not apply as the children do not fall within one of the following classification: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, literate adults, persons living with AIDS, and migrant farm workers.

Can sub recipient use income documentation from other government program. Yes, see [HUD Self-Certification](#) reference within the following citation. And this documentation must be current which is not defined by HUD, however, no more than 6 months is the customary length utilized. The sub recipient may obtain this information directly from the client which would be some part of certification letter of approval of participation in that other government program and/or the sub recipient could provide the client such a release of information form that the client would sign authorizing the sub recipient agency to obtain the income information program participation approval from the other government program.

§ 570.506 Records to be maintained.

(b) Records demonstrating that each activity undertaken meets one of the criteria set forth in § 570.203. (Where information on income by family size is required, the sub recipient must maintain records that demonstrate the assisted person is a low and moderate income person and "low and moderate income household" (as applicable) at § 570.3, such as a Job Training Partnership Act (JTPA) and well as programs; or the recipient may substitute evidence that the assisted person is homeless; or the recipient may substitute a copy of a [HUD Self-Certification](#) from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with § 570.3; or the recipient may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low and moderate income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:

Although not the preferred method, if including client self-certification is a highly recommended that specific language be included on the document form that clearly provides notification to the client that the information they provide on the form is subject to verification by HUD as any time in that HUD may request further proof of income and that in addition to any other language regarding providing financial information. Usually this statement is provided within close proximity to the clients signature & date. Also see reference below from HUD Exchange FAQ on Self-Certification.

In regards to CDBG per se for the administrative cost noted in the agreement we need to discuss further.

In question is, are the expenses (Payroll Services fees, General Liability & Auto Insurance) integral specifically only to this activity- Tutoring. It appears that these expenses are for the operations of the Facility as a whole. And as discussed earlier it would have to be determined what the grantee portion would be to that of any other funding sources received by the sub recipient. And if any of the other funding sources did not permit these expenses these expenses cannot just be applied to CDBG merely for that reason. For instance the auto insurance is the vehicle used solely for the purpose of transporting only the CDBG Tutored students or is it used for additional purposes in which it then would not be considered solely integral to the CDBG activity and such transportation would have to be defined in the scope and recordkeeping requirements would need to be implemented as the use of the vehicle such as gas, maintenance, security and mileage log. This same consideration would need to be applied to the payroll services and liability insurance as they integral (direct activity delivery cost) to carrying out the service of tutoring the students.

§ 570.203 Criteria for national objectives.

(1) *United States citizens activities.*

(i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kind of activities may not qualify under paragraph (b)(1)(i) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (b)(1)(ii) of this section.) To qualify under paragraph (b)(1)(i) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, literate adults, persons living with AIDS, and migrant farm workers; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

Resources and assistance to support HUD's community partners



**HUD EXCHANGE**  
Secretary Ben Carson

Programs ▾ Resources ▾

Home > Programs > CDBG Entitlement > CDBG Entitlement FAQs > FAQ ID 2202

CDBG Entitlement FAQ



## Can a person receiving CDBG funded public services self-certify income?

Date Published: May 2015



CDBG regulations permit self-certification of income for public service activities as referenced in 24 CFR 570.506(b).

It is important to note that HUD's policies and procedures would include such items as the definition of income, income verification (third party verification or review of documents provided by the applicant) what activities will be allowed to use self-certification, monitoring requirements and training of grantee and subrecipient staff. We recommend that you request source documentation for 20% of the certifications and inform the beneficiary that all sources of income and assets must be included when calculating annual income. Depending on your policies and procedures, you would verify income through third party verification or review of documents. In the CDBG program a grantee or subrecipient need only document that the beneficiary is low and moderate-income at the time CDBG assistance is provided. There is no re-qualification of income once assistance has been provided. There is no need to collect annual income information on existing clients that have been previously qualified and continue to be assisted.

HUD recommends using the Self Certification of Annual Income by Beneficiary Form contained in the CPD Income Eligibility Calculator. This form contains all the required certifications and warnings. It should be noted that using a self-certification approach to income documentation can put an activity at possible risk if the beneficiary is later audited and determined to be over the applicable income limit.

Deidra Hembree, Sr. CPD Representative  
 U.S. Dept. of HUD  
 400 W. Bay Street, Suite 1015  
 Jacksonville, Florida 32202  
 Phone: (904) 208-6155  
 FAX: (904) 232-1360  
 Schedule: 9am - 2:30pm

**EXHIBIT B: REIMBURSEMENT REQUEST**

Reporting Period: \_\_\_\_\_

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

Address: 1029 Pearl Street  
St Augustine, FL 32084

Phone: 904-540-8587

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

Per contract entered into by St. Johns County and West Augustine Historical Community Development Corporation, this payment request is based on actual budgeted expenses during this reporting period. Attached is the monthly program expenditure report with narrative.

Please remit payment for the following month of service: \_\_\_\_\_ 20\_\_\_\_

Total Requested Payment: \$ \_\_\_\_\_

I certify that all services on this report have been performed in compliance with applicable statutes and regulations and in accordance with the St. Johns County contract with West Augustine Historical Community Development Corporation. See Exhibit G: AUTHORIZATION SIGNATURE CARD

Name of Authorized Representative

Signature of Authorized Representative

Date

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

**EXHIBIT B: REIMBURSEMENT REQUEST**

<b>West Augustine Historical CDC – Kids Safe Zone</b>		<b>Reporting Period:</b>		
<b>Expense:</b>	<b>Approved Program Budget:</b>	<b>Monthly Expenditure Amount:</b>	<b>Total Expenditures To-date:</b>	<b>Budget Remaining:</b>
Salaries and WAHCDC's Employer Payroll Liabilities, limited to Social Security, Medicare, and FL Unemployment.	\$78,200.00			
Educational Supplies	\$3,500.00			
Administrative Costs	\$4,400.00			
<b>TOTAL EXPENSES</b>	<b>\$86,100.00</b>			

Must be based on actual budgeted expenditures during reporting period.		Must be accompanied by receipts and timesheets.
<b>EXPENSE:</b>	<b>Expenditure Amount:</b>	<b>JUSTIFICATION NARRATIVE :</b> (include a specific reference to the prior approval given by the County for each expense)
Salaries and WAHCDC's Employer Payroll Liabilities, limited to Social Security, Medicare, and FL Unemployment.		
Educational Supplies		
Administrative Costs		

**EXHIBIT C: MONTHLY PROJECT SUMMARY**

<b>West Augustine Historical CDC – Kids Safe Zone</b>			<b>Reporting Period:</b>			
New Participants Entering the Program: Use HUD Race and Income Level definitions on the next page, expand the number of rows as needed.						
<b>Client ID:</b>	<b>Enter Date:</b>	<b>Race:</b>	<b>Hispanic/ Latino (Yes or No):</b>	<b>Female Head of Household (Yes/No)</b>	<b>Income Level:</b>	<b>Number of Persons in Household:</b>
List program highlights, participant achievements, and verified learning gains of participants for the month:						
List media mentions of the PROJECT, include urls when applicable, or attach copies of media material:						
List mentions of St. Johns County as the recipient of the CDBG grant from HUD:						
List PROJECT needs, problems, or lack of progress encountered this month:						
List requests for technical assistance made to St. Johns County this month:						
Additional Information:						
I certify that all services on this report have been performed in compliance with applicable statutes and regulations, and in accordance with the approved St. Johns County contract.						
<input style="width: 100%; height: 20px;" type="text"/> <b>Name of Authorized Representative</b>			<input style="width: 100%; height: 20px;" type="text"/> <b>Signature of Authorized Representative</b>			
<input style="width: 100%; height: 20px;" type="text"/> <b>Date:</b>			<div style="border: 1px solid black; padding: 5px; font-size: small;">                     All data provided on this form should be verifiable with records in participant files, payroll logs, and other documents generated by or maintained by the Subrecipient, for a period of six years after the closeout of this grant and available for audit at any time. On this report, individual participants should be identified solely by an assigned participant number.                 </div>			

**EXHIBIT C: MONTHLY PROJECT SUMMARY**

<b>HUD Race Definitions:</b>	
<b>Black/African American:</b>	A person having origins in any of the black racial groups of Africa.
<b>White:</b>	A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
<b>Asian:</b>	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
<b>American Indian/Alaskan Native:</b>	A person having origins in any of the original peoples of North and South America (including Central America) and who maintains a tribal affiliation or community attachment.
<b>Native Hawaiian/Other Pacific Islander:</b>	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
<b>American Indian/Alaskan Native and White:</b>	A person having these multiple racial origins as defined above.
<b>Asian and White:</b>	A person having these multiple racial origins as defined above.
<b>Black/African American and White:</b>	A person having these multiple racial origins as defined above.
<b>American Indian/Alaskan Native and Black/African American:</b>	A person having these multiple racial origins as defined above.
<b>Other Multi-Racial:</b>	Category used for reporting individual responses that are not included in any of the categories listed above.

<b>Extremely Low Income (0 – 30% AMI)</b>								
<b># of People in Household</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Household Income</b>	\$15,450	\$17,650	\$19,850	\$22,050	\$23,850	\$25,600	\$27,350	\$29,150

<b>Low Income (30.1 – 50% AMI)</b>								
<b># of People in Household</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Household Income</b>	\$25,750	\$29,400	\$33,100	\$36,750	\$39,700	\$42,650	\$45,600	\$48,550

<b>Moderate Income (50.1 – 80% AMI)</b>								
<b># of People in Household</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Household Income</b>	\$41,200	\$47,050	\$52,950	\$58,800	\$63,550	\$68,250	\$72,950	\$77,650

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## EXHIBIT D: INSURANCE REQUIREMENTS

### Insurance:

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

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

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

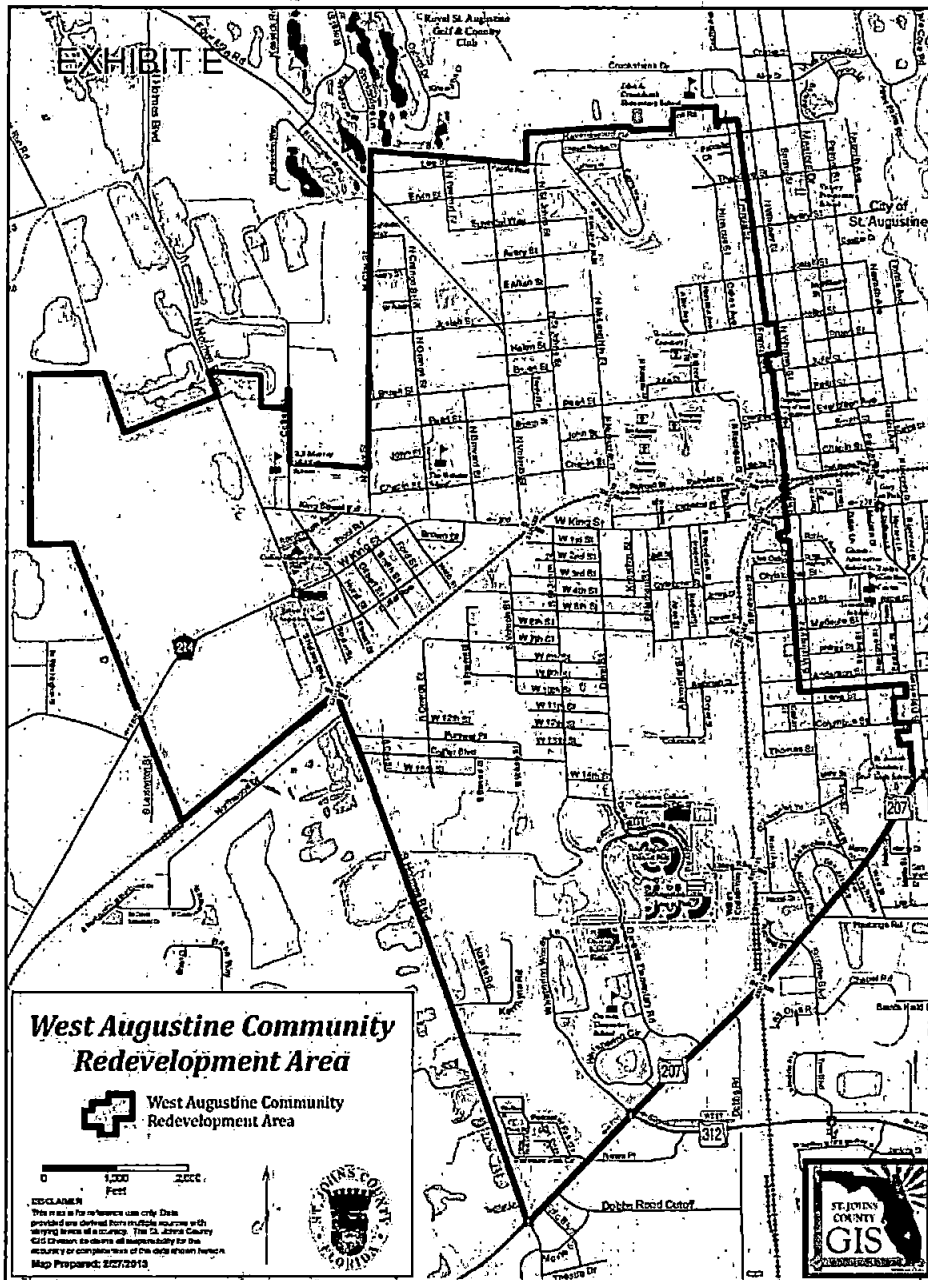
The Subrecipient shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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

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

EXHIBIT E: WEST AUGUSTINE CRA BOUNDARIES

West Augustine CRA Map:  
[ftp://ftpanon.sjcf.us/gis/media/MapMart/WestAugustine\\_CRA.pdf](ftp://ftpanon.sjcf.us/gis/media/MapMart/WestAugustine_CRA.pdf)



**EXHIBIT F: TO THE EXTENT REQUIRED BY EXHIBIT A.1., REQUIRED DOCUMENTS + PHYSICAL PARTICIPANT FILE + PROJECT APPLICATION WITH ACCEPTABLE ELIGIBILITY DOCUMENTS**

**CDBG Client Eligibility Determination:  
Required Documents**

- Driver's License and Social Security numbers for each applicant (copies of the drivers licenses will be made at the time of meeting)
- Documentation providing proof of date of birth and social security numbers for all household members.
- Proof of address (utility bill, tax returns, bank statements, driver's license, lease agreement, deed, etc.)
- Two (2) months most recent, consecutive Checking Account bank statements (for all household members)
- Two (2) month most recent Savings Account bank statement (for all household members)
- Four (4) most recent, consecutive pay stubs (for all working household members 18 years of age or older)
- Workers' Compensation (monthly payments and/or cash settlements)
- Unemployment Compensation
- Social Security Benefits Documentation
- Pensions (Social Security, any type of retirement benefit, annuity, etc.)
- Child Support – payment history and copy of court order
- Alimony
- Public Assistance Documentation
- W-2 (if self-employed)

**Additional documentation that may require client signatures at the time of application. Including but not limited to:**

- Authorization for the Release of Information
- Child Support Affidavit
- No Income Change Affidavit
- Social Security Information Purpose Statement
- Unemployment Affidavit
- Zero Income Change Affidavit

**Alternative documentation authorized by Exhibit A.1:**

- See Exhibit A.1, which controls in the event of any conflict with this Exhibit F.

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

**PARTICIPANT FILE - TABLE OF CONTENTS**

1	Project Application
2	Eligibility Documentation – photocopies placed in order specified on Project Application
3	Income Certification Forms
4	Signed Consent Forms
5	Attendance
6	Achievements/Awards
7	Notes

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

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

**Parent/Guardian Statement:** The information on this form is to be used to determine program eligibility. I certify that the statements are true and complete to the best of my knowledge and belief and are given under penalty of perjury.

**Warning:** I/we understand that Florida Statute 817 provides that willful false statements or misrepresentation concerning income, assets or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under S 775.082 or 775.83. I/we further understand that any willful misstatement of information will be grounds for disqualification. I/we certify that the application information provided is true and complete to the best of my/our knowledge. I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for program assistance. I/we agree to provide any documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record.

Printed Name of Parent/Guardian:	Signature of Parent/Guardian:	Date:

**EXHIBIT F: PHYSICAL PARTICIPANT FILE + PROJECT APPLICATION  
WITH ACCEPTABLE ELIGIBILITY DOCUMENTS  
RESIDENT INCOME CERTIFICATION  
Community Development Block Grant (CDBG) Program**

Effective Date:	Allocation Year:
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**A. Recipient Information (select one)**

- Current homeowner
- Homebuyer     Existing Dwelling     Newly Constructed Dwelling
- N/A

**B. Subsidy Use (check all that apply)**

- |  |   |
|--|---|
| <input type="checkbox"/> Down Payment Assistance | <input type="checkbox"/> Principal Buy Down |
| <input type="checkbox"/> Closing Costs           | <input type="checkbox"/> Rehabilitation     |
| <input type="checkbox"/> Interest Subsidy        | <input type="checkbox"/> Emergency Repair   |
| <input type="checkbox"/> Loan Guarantee          | <input type="checkbox"/> Other              |

**C. Household Information: Include all household members**

Member	Full Name	Relationship to Head	Age
1			
2			
3			
4			
5			
6			
7			
8			

**D. Assets: All household members including assets owned by minors**

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
8			
Total Cash Value of Assets		D(a) \$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than \$5,000, multiply that amount by rate specified by HUD (applicable rate .06%) and enter results in D(c), otherwise leave blank.		D(c)	\$

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors

Member	Wages/Salaries (include tips; commission, bonuses and overtime)	Benefits / Pensions	Public Assistance	Other Income	Asset Income
1					(Enter the greater of box D(b) or box (c), above, in box E(e) below)
2					
3					
4					
5					
6					
7					
8					
Totals	(a)	(b)	(c)	(d)	(e)
Enter total of items	\$				
					\$

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Signature of Head of Household	Date
Signature of Spouse or Co-Head of Household	Date
Signature of Household Member (over 18 years)	Date
Signature of Household Member (over 18 years)	Date
Signature of Household Member (over 18 years)	Date
Signature of Household Member (over 18 years)	Date
Signature of Household Member (over 18 years)	Date

G. **CDBG Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to Item F, hereof, the family or individual(s) named in Item C of this Resident Income Certification

is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

\_\_\_\_\_ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the area median income determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

Maximum Income Limit: \_\_\_\_\_

\_\_\_\_\_ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

Maximum Income Limit: \_\_\_\_\_

\_\_\_\_\_ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

Maximum Income Limit: \_\_\_\_\_

\_\_\_\_\_ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.

Maximum Income Limit: \_\_\_\_\_

Based upon the \_\_\_\_\_ (year) income limits for \_\_\_\_\_  
(Metropolitan Statistical Area (MSA) or County), Florida.

**Signature of the CDBG Administrator or His/Her Designated Representative:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_  
(print or type)

Title \_\_\_\_\_

**H. Household Data (to be completed by Head of Household only)**

<b>Household elects to not participate</b>						<b>(Initials of Household Head)</b>			
<b>Head of Household Data</b>									
<b>By Race / Ethnicity</b>						<b>By Age</b>			
White	Black	Hispanic	Asian	American Indian	Other	0-25	26-40	41-61	62 +
<b>Household Members Data</b>									
<b>Special Target / Special Needs (Check all that apply to any member)</b>									
Farm Worker	Developmentally Disabled	Homeless	Elderly	Special Needs (define)	Special Needs (define)				

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

**EXHIBIT G: AUTHORIZATION SIGNATURE CARD**

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

**EXHIBIT H**  
**Authorizing Resolutions**

**U.S. Department of Housing and Urban Development  
Community Planning and Development  
Community Development Block Grant (CDBG)**

**SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY**

*Printed on:*

*Effective Date:*

**INSTRUCTIONS:** This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

**Definition of Income**

<input type="radio"/> HUD 24 CFR Part 5	<input type="radio"/> IRS Form 1040	<input type="radio"/> American Community Survey
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**Beneficiary Information**

Last Name:	Beneficiary ID (if applicable):
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**Member Information**

First Names:	Member IDs (if applicable):	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; CH = Co-Head of Household; DIS = Person with disabilities; 62+ = Person 62 years of age or older; S≥18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; <15 = Minor under the age of 15 years

**Contact Information**

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

**Income Information**

Annual gross income (total of all members) = \$ \_\_\_\_\_

**Certification**

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

**COMPLETE SIGNATURES ON SECOND PAGE**

