

RESOLUTION NO. 2019-96

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A SUBRECIPIENT AGREEMENT BETWEEN ST. JOHNS COUNTY AND CATHOLIC CHARITIES BUREAU, INC. - ST. AUGUSTINE REGIONAL OFFICE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE THE SUBRECIPIENT AGREEMENT ON BEHALF OF THE COUNTY

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 (Catholic Charities Bureau, Inc. - St. Augustine Regional Office) submitted an application for CDBG funding to the County for the purpose of hiring a case manager to provide assistance to income-eligible households who are homeless or at risk of becoming homeless (the Project); and

WHEREAS, the County approved the Project as part of 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 terms of the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to take the necessary steps to execute the Subrecipient Agreement substantially in the same form as attached 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 19 day of March 2019.

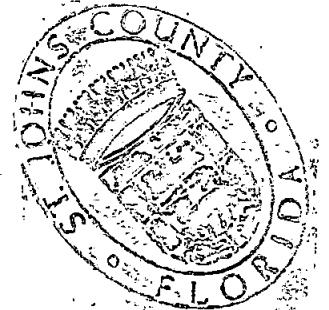
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 3/21/19



**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
ST. JOHNS COUNTY AND
CATHOLIC CHARITIES BUREAU, INC. – ST. AUGUSTINE REGIONAL OFFICE**

THIS AGREEMENT is entered into this _____ day of _____, 2019, between St. Johns County, a political subdivision of the state of Florida (the County) and Catholic Charities Bureau, Inc. – St. Augustine Regional Office, 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 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 providing case management services, rental assistance, and utility assistance to income-eligible households who are homeless or at risk of becoming homeless, as more fully set forth in Exhibit A (the Project); and

WHEREAS, the County approved the Project as part of 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 hire a case manager to provide assistance to income-eligible households who are homeless or at risk of becoming homeless. In addition to the full range of case management activities, such assistance may include rental assistance or assistance in paying for utilities. The Project shall serve no less than 55 St. Johns County households during the term of this Agreement. Households located within the City of St. Augustine are not eligible for services funded by this Agreement.

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 case management services, rental assistance, and assistance in paying for utilities 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. 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.

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 Provider 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 execution by both parties and shall remain in effect until **May 31, 2020**. 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 for the following:

Salaries and Employer Payroll Liabilities	\$18,808.00
Rental Assistance	\$22,000.00
Utility Assistance	\$9,192.00
Total	\$50,000.00

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.

The County agrees to reimburse the Subrecipient for allowable costs in connection with the Subrecipient's performance of the services set forth in Exhibit A. The maximum amount of funding that the Subrecipient is eligible to receive under this agreement is **fifty thousand dollars (\$50,000.00)**. 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 15th 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 assistance provided to households and a payroll journal and timesheets for the Case Manager. 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 it determines that expenses are ineligible for reimbursement, either pursuant to CDBG regulations or the terms of this Agreement. Project costs are described in Exhibit A.

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

It is strictly understood that 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 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:

County

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

Grantee

Catholic Charities Bureau
St. Augustine Regional Office
3940 Lewis Speedway, Suite 2103
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

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.

- 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 E, 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. 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 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. Although no program income, as defined by HUD, 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.
- 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 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 they are applicable to the activities funded under this Agreement, the Subrecipient shall comply with the following regulations:

- 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 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.
- 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 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 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 F.

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

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

Project No. 2018-01: Homeless Prevention Services Expansion

Subrecipient: Catholic Charities Bureau, Inc. – St. Augustine Regional Office

Project Dates: April 1, 2019 – May 31, 2020. The Project shall commence upon execution of the Subrecipient Agreement by both parties.

Project Description: The Catholic Charities Bureau shall appoint a Case Manager with duties consistent with the Emergency Assistance Specialist job description attached hereto as Exhibit A-1 to provide assistance to income eligible households who are homeless or at risk of becoming homeless. In addition to a full range of case management, participants may receive rental assistance or assistance paying for utilities. Homeless Prevention Services Expansion will serve at least 55 St. Johns County households. Households located within the City of St. Augustine are not eligible for participation in this project.

Participant Eligibility: Eligible participants of this project must demonstrate that they are low-income/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.

Performance Measures: The following performance measures shall be used to assess the effectiveness of case management and project operation:

- Each household presenting itself for services shall be assessed for housing options;
- Using Housing First Criteria, 80% of eligible households will obtain affordable housing within 30 days of their entry into the program;
- At least 90% of eligible households receiving housing will be maintained in housing for 30 days after obtaining a rental agreement;
- At least 90% of eligible households shall be referred to anti-homeless resources to improve self-sufficiency.

Approved Grant Budget: The Subrecipient was approved for the provision of case management services as described above. CDBG funding, awarded to St. Johns County by HUD, will be provided up to a maximum of **\$50,000**. This amount is limited to the following budget:

Expense:	Amount:	Description:
Salary and Employer Payroll Liabilities	\$18,808	A Case Manager (0.5 FTE) will be paid, by Subrecipient, the approximate wage of \$16.00 per hour, for approximately 21 hours per week. The Subrecipient shall be responsible for all employment requirements and keep signed timesheets for all hours worked by the Case Manager. The Case Manager shall not be an employee of the County. From this line item, reimbursement can be requested for the Employer Payroll Liabilities, which are limited to Social Security, Medicare, and FL Unemployment.
Rental	\$22,000	Based on demonstrated need, enrolled, eligible participants may be given

Assistance:		assistance with paying rent, or deposits for rental agreements.
Utility Assistance:	\$9,192	Based on demonstrated need, enrolled, eligible participants may be given assistance with paying utility bills, or deposits for utilities accounts. Utilities are defined as water, electricity, and gas. No other expenses, such as telephone or internet, are included in this line item.
TOTAL	\$50,000	The total amount of funding provided to the Subrecipient under this Agreement shall not exceed \$50,000.

Presumed Benefit: This objective is met if the Activity is designed to benefit homeless persons who are presumed statically to be principally composed of persons who have low and moderate income.

Background Checks: Any person hired to a position funded under this Agreement shall be required to undergo a Level 2 Background Check as provided in the Diocese of St. Augustine Policy and Procedural Guidelines Relating to the Screening of Church Personnel attached as Exhibit A-2.

Income Certification:

- 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.
- All households meeting the definition of homeless persons, as defined in 24 CFR 91.5, are presumed to be eligible for services under this Agreement. The Subrecipient must document homeless status and be able to provide to the County at any time. Individuals who are not deemed to be homeless must be qualified as eligible by use of the HUD definition of low to moderate income, using the income limits set by HUD. A self-certification form will be completed to document presumed benefit status on all clients served pursuant to this Agreement.

Project Files: The Subrecipient shall establish a physical file on each project participant household. 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 Job Description

Emergency Assistance Specialist

Job Description

Supervisor: Regional Directors-CCB St. Augustine Office and Chief Program Director
Status: Non-Exempt
Hours: 21-24 hours per week

General Description

The Emergency Assistance Specialist, or EA Specialist, is required to assess eligibility for financial assistance for persons and families experiencing a recent loss or reduction in income and who would benefit from financial assistance as per funding eligibility criteria. The EA Specialist enters data and prepares check requests in compliance with grant, program and regulatory requirements, provides information and referral for services not readily available in the agency.

Tasks and Functions

Professional and Ethical Behavior

- Maintain proper professional boundaries with clients.
- Read and adhere to the Agency's standards of professional ethics.
- Respect client confidentiality at all times within the Agency, at home, in public, in meetings and in consultations with co-workers and outside providers.
- Keep assigned workspace clean, neat and presenting a professional appearance at all times.
- Help keep common areas of the Agency clean, neat and presenting a professional appearance at all times.
- Sensitivity to the serve population's cultural and socioeconomic characteristics.

Training and Meetings

- Attend all Agency meetings as requested by supervisor;
- Participate in in-service activities, continuing education, conferences and workshops for professional development and compliance with grant and Agency policies.
- Actively participate in the local Continuum of Care.
- Use program assessment tools to determine client eligibility for services and make appointments for assistance for pre-qualified clients.
- Ensure client has presented all necessary and proper documentation required for services requested.
- Network with other agencies in the area to avoid duplication of services and for referral for services not provided by the Agency.
- Coordinate with landlords, mortgagers, and utility companies to prevent eviction or cutoff of utilities for clients who qualify for financial assistance.
- Perform housing safety inspections, if required by grant.
- Assist with food distribution to clients

- Perform duties of receptionist at the front desk when needed.
- Assist donors with unloading items delivered to the Agency for the food pantry and other programs and assist with stocking food pantry shelves as needed.

Documentation and Reports

- Keep detailed records, including case notes, of every case, every referral and every contact with clients and other agency representatives per Agency and program guidance.
- Maintain case files to include all supporting documentation for financial assistance, food assistance, referrals to other providers and any other service provided by the EA Specialist.
- Enter required information in the prescribed database (HMIS) and other information management tools, with "A" data quality, as required by the Agency and program guidance.
- Make documentation or data entry corrections in a timely manner.
- Prepare required reports as requested by Regional Directors and or Chief Program Officer and by grant guidelines.

Compliance

- Comply with regulatory, statutory, contractual, grant and Agency standards for timeliness, completeness and accuracy when preparing and maintaining case files and required reports.
- Comply with Diocesan and Catholic Charities Bureau, Inc. general policies, regulations and procedures.

Additional Duties

- May be required to use the staff vehicle or personal vehicle to transport food, donations or for other tasks as approved by the Regional Director and/or Chief Program Officer or other competent authority.
- Keep the Regional Director informed of problem areas, need for additional resources, and successful accomplishment of objectives.
- Perform other duties as assigned.

Reporting Relationships:

- The Emergency Assistance Specialist reports to the Regional Directors and Chief Program Officer

Minimum Eligibility Requirements

- Bachelor's Degree or minimum three years experience in social services with direct client contact.
- User skills in Microsoft Word and Excel.
- Satisfactory completion of a criminal background check and reference checks.
- Satisfactory completion of a Florida driver's license check.

This position requires that you drive your personal automobile or vehicle on agency business on behalf of Catholic Charities St. Augustine Regional Office. Therefore:

- You are required to have a current valid Florida Drivers License. Maximum points accumulated on your driving record cannot exceed 6 at any one time in order for you to be considered as having a good driving record.
- You are required to carry automobile liability insurance in the amount of at least \$50,000 for each person, \$100,000 for each accident or occurrence for bodily injury, and \$25,000 for property damage. In addition, limits up to 100,000/\$300,000/\$50,000 are required in the event of transporting children. You must provide the agency with a current certificate of insurance.
- Your position is based upon the conditions as set forth in the MANAGEMENT OF HUMAN RESOURCES, G4.19, Automobile and Driver Policy.

Employee's signature

Date

Supervisor's signature

Date

EXHIBIT A-2
Diocese of St. Augustine Policy and Procedural Guidelines
Relating to the Screening of Church Personnel

01 - Policy and Procedural Guidelines Relating to Screening of Church Personnel

Introduction. The Diocese of St. Augustine is committed to the safety and well being of those we serve. Each individual is created with a God-given dignity. Therefore, the diocese condemns all forms of abuse or neglect of all people of all ages.

Glossary of Terms.

For the purposes of these policies “**Church Personnel**” shall mean all of the following:

“**Clergy**” - shall mean all priests and deacons who have faculties of the diocese.

“**Employee**” - shall mean any lay individual who is employed by or engaged in ministry who is given payment for services (any form of compensation, whether monetary or otherwise) rendered, whether part-time or full-time. This definition shall include all such persons whether employed by the Diocese, Parish, School, Early Childhood Center, Nursing Home, Group Home, or any other diocesan entity that is controlled by or operated by the Bishop.

“**Religious Brothers and Sisters**” - shall mean religious brothers and sisters who are regularly involved in ministry at an entity controlled by or operated by the Diocese.

“**Seminarians**” - shall mean those men enrolled in a seminary who are officially sponsored by the Diocese.

“**Covered Volunteer**” - shall mean any unpaid person who is engaged or involved in any Diocesan institution or parish activity, and who is entrusted with the care or supervision of children or vulnerable adults.

Policy. It shall be the policy of this Diocese that abuse or neglect of persons is totally unacceptable behavior by our church personnel. Any such conduct is to be considered by its very nature completely contrary to Christian morality and, therefore, cannot be justified in the employment or ministry of those serving within the Diocese. All Church Personnel within this Diocese must comply with all State and applicable local or federal laws which require reporting incidents of actual or suspected abuse or neglect of persons, and with the screening provisions set forth herein.

Background Investigation. All Church Personnel shall allow an inquiry into their background to assess whether any reason exists that would suggest the person is not suitable for the position sought. Such background investigation shall include a Level 2 fingerprint criminal background search (“CBS”).

A Level 2 CBS includes:

- a statewide criminal and juvenile records check through the Florida Department of Law Enforcement,

– a federal criminal records check through the Federal Bureau of Investigations.

The LiveScan method of fingerprint collection can and should be used whenever practicable, in addition to those circumstances in which it is required for certain groups of personnel.

Office of Safe Environment. The background investigation of Church Personnel shall be the responsibility of the Diocesan Office of Safe Environment (“OSE”), as supervised by the Chancellor. In the Diocese of St. Augustine the Director of the Office of Human Resources also serves as the head of the OSE and supervises the day-to-day functioning of the OSE.

Criteria for Excluding Church Personnel from Service. All Church Personnel shall meet and attest to good moral character. Any person who has been found guilty of, entered a plea of guilty, or entered a plea of nolo contendere for any offense listed on Appendix “A” hereto, shall be disqualified from employment/ministry regardless of the date of the offense.

Unless prohibited by law, an exemption from disqualification may be granted. In order for an exemption to be granted by the Diocese, the Church Personnel must demonstrate by clear and convincing evidence that he/she should not be disqualified from employment / ministry.

Exemption Procedures in Cases of Disqualification because of a Prohibited Offense. A person seeking an exemption has the burden of setting forth sufficient evidence of rehabilitation including, but not limited to:

- a. the circumstances surrounding the criminal incident for which the exemption is sought;
- b. the time period that has elapsed since the incident;
- c. the nature of the harm caused to the victim, if applicable; and
- d. the personal history of the Church Personnel since the incident, or any other evidence or circumstances indicating that the employee/volunteer will not present a danger if continued employment/ ministry is allowed.

Evidence of rehabilitation from a prohibited offense will consist of written explanations and supporting / corroborating statements from the Church Personnel being considered for clearance, and from other persons who may be knowledgeable of the incident(s) under consideration such as, for example, law enforcement officials, court officials or attorneys. Evidence of rehabilitation may also include any documentary evidence which might be relevant to the matter. When the Church Personnel concerned seeks an exemption, evidence of rehabilitation will be presented directly to the head of the OSE, who will make the initial clearance determination in all cases involving lay employees or volunteers of any parish or diocesan entity, unless the employee or volunteer is subject to a state - directed Level 2 CBS and clearance determination. The granting of an exemption by the head of the OSE will be considered final unless the pastor of a parish or head of a diocesan agency requests a review of any adverse decision by the Bishop.

In such a case, the matter will be presented to the Bishop through the chancellor’s office.

Issues relating to the CBS and clearance of clergy will be referred directly to the chancellor, as the provisions of universal or particular canon law may be relevant.

State licensed and regulated facilities. Some Diocesan facilities are licensed or otherwise regulated

by the State and may, in some circumstances, be governed by additional requirements; in those circumstances only the State can grant an exemption at those facilities.

Furthermore, if the state requires and performs a Level 2 CBS, the OSE may rely on the state's or other licensing authority's determination of eligibility and disqualification at those licensed facilities.

Guidelines for Implementation.

Distribution of Policy and State and Local Laws. A copy of this Policy shall be distributed and applied to all Parishes, Schools, Early Childhood Centers, Nursing Homes, Group Homes, and all other Diocesan entities, and to all persons identified as Church Personnel in the Glossary of Terms and to all future Church Personnel. All Administrators are to be familiar with these policies and their respective responsibilities with regard to the implementation of background screening of Church Personnel. Administrators shall conform to all applicable State and local laws, and shall preserve confidentiality to the fullest extent possible.

Implementation.

1. Clergy, Employees, Religious Brothers & Sisters, and Seminarians. For all Clergy, Employees, Religious Brothers & Sisters, and Seminarians a CBS is required and shall be implemented as follows:
 - a. In addition to any employment references that may have been furnished, all Pastors, Administrators, Supervisors, Executive Directors or other persons supervising or accountable for employment within the Diocese are required to have each existing and prospective Church Personnel undergo a CBS through the OSE. Prospective employees will not be officially hired until after they have been cleared by the OSE.

Please note that no CBS shall be required of priests who are granted temporary faculties of not more than thirty days.
 - b. The results of the CBS will be communicated confidentially to the responsible Supervisor. If an adverse employment decision is made to disqualify a person for employment, the provisions of law will be followed, including but not limited to the notices required by the Fair Credit Reporting Act.
 - c. The background investigation shall be updated at least every 5 years.
2. Covered Volunteers. Covered Volunteers as defined in this policy, shall undergo a CBS. The policy shall be implemented as follows:
 - a. Prior to service, volunteers must complete an application and be directed to the OSE to undergo the CBS.
 - b. When the results of the CBS are received, the volunteer shall be approved or rejected based upon a review of the results of the CBS in accordance with "Criteria for Excluding Church Personnel from Service," under **Policy**, described above. Volunteers may not serve until after they have been cleared by the OSE.
3. Independent Contractors / Contractual Personnel (Jessica Lunsford Act Requirements). The policy of the diocese is to comply with the terms of the Jessica Lunsford Act in order to provide an added measure of safety and protection in school and parish environments. The Act states that contractual personnel who

are permitted access to school grounds when students are present, or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S., and as required elsewhere in this policy.

Independent contractors / contractual personnel shall include any vendor, individual or entity (or sub-contractor thereof) who has been retained by a school, parish or diocesan entity to perform work or services in or around any parish or diocesan school, or on the campus of any parish or diocesan entity while school or religious education classes are in session, or while there is an event on-going, the focus of which is children or youth. Prior to working on any parish or diocesan property, the contractor or sub-contractor must certify in writing to the principal, pastor or agency head, or their representatives, that all of his onsite employees or personnel have the requisite Level 2 background checks.

For schools, the contractor may provide this information once (updated as required) to the Office of Educational Services. Once this certification has been provided to the satisfaction of the Office of Educational Services, that certification may be accepted and relied upon by any principal in the diocese.

If an independent contractor is in possession of current clearances from the same county school district in which the parochial or diocesan school, parish or diocesan entity is located, principals, pastors and agency heads may rely upon those clearances, and need not require other or further clearances or certifications. Proof of such clearances must be presented to the parish, school diocesan agency or Office of Educational Services in advance of any work being performed on-site by the contractor's employees.

Criminal Background Search Communications.

1. The results of the CBS shall be communicated confidentially to the responsible Supervisor.
2. On occasion, the CBS shows a criminal record, but is not definitive as to the charge and/or the disposition. Additional information will need to be obtained to determine if a person is disqualified. The burden of obtaining the additional information is on the Church Personnel.

Such additional information must be provided to the OSE for review. If the review process concludes that the person is disqualified, the responsible Supervisor will be notified.

Criminal Background Results.

Category I - those whose CBS shows no criminal record.

Category II - those persons whose CBS shows some criminal record, and the record is clear that there is no Category III offense. In these cases, the OSE, in consultation with the responsible supervisor, must make a determination if such Church Personnel will be permitted to work / minister at their entity. The OSE should discuss all criminal records with the Church Personnel to obtain the underlying facts as well as any extenuating circumstances. The OSE should obtain a written explanation from the Church Personnel and maintain it in their files. The decision of the head of the OSE whether or not to allow the Church Personnel to work / minister notwithstanding a non-disqualifying criminal record, will be communicated to the responsible supervisor and to the Church Personnel concerned.

Category III - those persons whose CBS shows a record of a prohibited offense described in "Criteria for Excluding Church Personnel from Service," under **Policy**, above. In these cases, a notice of disqualification and the available exemption procedures will be provided.

Approved by the Archbishop and Bishops of the Province of Miami on September 18, 2010.

Appendix A - List of Disqualifying Offenses.

<u>Prohibited Misdemeanor or Felony Offenses</u>	<u>Statute</u>	<u>Origin</u>
Sexual misconduct with certain developmentally disabled clients and reporting of such conduct	Sec. 393.135	435.04 1012.31
Sexual misconduct with certain mental health patients and reporting of such misconduct	Sec. 394.4593	435.04 1012.315
Medicaid provider fraud	Sec. 409.920	408.809
Medicaid fraud	Sec. 409.9201	408.809
Adult abuse, neglect or exploitation of aged persons or disabled adults	Sec. 415.111	435.04 1012.315
Domestic violence	Sec. 741.28	435.04
Murder	Sec. 782.04	435.04 1012.315
Manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child	Sec. 782.07	435.04 1012.315
Vehicular Homicide	Sec. 782.071	435.04
Killing of an unborn quick child by injury to the mother	Sec. 782.09	435.04
Assault, if the victim of the offense was a minor	Sec. 784.011	435.04
Battery, if the victim was a minor	Sec. 784.03	435.04 1012.315
Kidnapping	Sec. 787.01	435.04 1012.315
False imprisonment	Sec. 787.02	435.04 1012.31
Luring or enticing a child	Sec. 787.025	435.04 1012.315
Taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.	Sec. 787.04(2)	435.04 1012.315
Carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person	Sec. 787.04(3)	435.04 1012.315
Exhibiting firearms or weapons within 1,000 feet of a school, or other weapon on school property	Sec. 790.115(1)	435.04 1012.315

Possessing an electric weapon or device, destructive device	Sec. 790.115(2)(b)	435.04 1012.315
Sexual battery	Sec. 794.011	435.04 1012.315
Prohibited acts of persons in familial or custodial authority	Sec. 794.041	435.04 1012.315
Unlawful sexual activity with certain minors	Sec. 794.05	435.04 1012.315
Prostitution	Ch. 796	435.04
Lewd and lascivious behavior	Sec. 798.02	435.04 1012.315
Lewdness and indecent exposure	Ch. 800	435.04 1012.315
Arson	Sec. 806.01	435.04 1012.315
Burglary	Sec. 810.02	435.04
Fraudulent acts through mail, wire, radio, electromagnetic, photo electronic, or photo optical systems	Sec. 817.034	408.809
False and fraudulent insurance claims	Sec. 817.234	408.809
Patient brokering	Sec. 817.505	408.809
Criminal use of personal identification information	Sec. 817.568	408.809
Obtaining a credit card through fraudulent means	Sec. 817.60	408.809
Abuse, aggravated abuse, or neglect of an elderly person or disabled adult	Sec. 825.102	435.04 1012.315
Lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult	Sec. 825.1025	435.04 1012.315
Incest	Sec. 826.04	435.04 1012.315
Child abuse, aggravated child abuse, or neglect of a child	Sec. 827.03	435.04 1012.315
Contributing to the delinquency or dependency of a child	Sec. 827.04	435.04 1012.315
Negligent treatment of children	Sec. 827.05	435.04
Sexual performance by a child	Sec. 827.071	435.04 1012.315
Forgery	Sec. 831.01	408.809
Uttering forged instruments	Sec. 831.02	408.809
Forging bank bills, checks, drafts or promissory notes	Sec. 831.07	408.809

Uttering forged bank bills, checks, drafts or promissory notes	Sec. 831.09	408.809
Fraud in obtaining medicinal drugs	Sec. 831.30	408.809
Resisting arrest with violence	Sec. 843.01	435.04 1012.315
Depriving a law enforcement, correctional, or probation office means of protection or communication	Sec. 843.025	435.04
Aiding in an escape	Sec. 843.12	435.04
Aiding in the escape of juvenile inmates in correctional institutions	Sec. 843.13	435.04
Obscene literature	Ch.847	435.04 1012.315
Encouraging or recruiting another to join in a criminal gang	Sec. 874.05	435.04 1012.315
Drug abuse prevention and control if another person involved was a minor (Sale, Possession, Distribution)	Ch.893	435.04
Sexual misconduct with certain forensic clients and reporting of such sexual misconduct	Sec. 916.1075	435.04 1012.315
Inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm	Sec. 944.35(3)	435.04
Escape	Sec. 944.40	435.04
Harboring, concealing, or aiding an escaped prisoner	Sec. 944.46	435.04
Introduction of contraband into a correctional facility	Sec. 944.47	435.04 1012.315
Sexual misconduct in juvenile justice programs	Sec. 985.701	435.04 1012.315
Introduction, removal, possession of contraband at juvenile detention facility or commitment program	Sec. 985.711	435.04 1012.315
<u>Additional Prohibited Felony Offenses</u>	<u>Statute</u>	<u>Origin</u>
Assault, battery and culpable negligence	Ch. 784	435.04 1012.315*
Female genital mutilation	Sec. 794.08	1012.315
Voyeurism	Sec. 810.14	435.04 1012.315
Video Voyeurism	Sec. 810.145	435.04 1012.315
Theft, robbery and related crimes	Ch.812	435.04 1012.315

Fraudulent sale of controlled substances	Sec. 817.563	435.04 1012.315
Fraudulent use of credit cards	Sec. 817.61	408.809
Exploitation of an elderly person or disabled adult	Sec. 825.103	435.04 1012.315
Sale, manufacture, delivery, or possession with the intent to sell, manufacture, or deliver any counterfeit controlled substance	Sec. 831.31	408.809
Drug abuse, prevention and control (Sale, Possession, or Distribution) if no minor was involved	Sec. 893	435.04 1012.315

*Limited to Sections 784.021, 784.045 and 784.075 Approved by Bishop Galeone on May 11, 2011

EXHIBIT B
Reimbursement Request

Reporting Period: _____

Agency: Catholic Charities Bureau
St. Augustine Regional Office
3940 Lewis Speedway
Suite 2103
St Augustine, FL 32084

Phone: 904-829-6300

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 **Catholic Charities Bureau**, 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: _____ 2019

Total Requested Payment: \$ _____

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

Name of Authorized Representative

Signature of Authorized Representative

Date:

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

Catholic Charities Bureau

Reporting Period:

Expense:	Approved Program Budget:	Monthly Expenditure Amount:	Total Expenditures To-date:	Budget Remaining:
Salary and Employer Payroll Liabilities (limited to Social Security, Medicare, and FL Unemployment).	\$18,808.00			
Rental Assistance	\$22,000.00			
Utility Assistance	\$9,192.00			
TOTAL EXPENSES	\$50,000.00			

Must be based on actual budgeted expenditures during reporting period

Must be accompanied by timesheets, payroll journals, rental receipts, and utility receipts.

EXPENSE:	Expenditure Amount:	JUSTIFICATION NARRATIVE : (include a specific reference to the prior approval given by the County for each expense)
Salary and Employer Payroll Liabilities (limited to Social Security, Medicare, and FL Unemployment)		
Rental Assistance		
Utility Assistance		

EXHIBIT C
Monthly Project Summary

Catholic Charities Bureau						Reporting Month:						
Cumulative Number of households served by the Project:				Total number of households served this month:			Number of new (unduplicated) households served this month:					
Cumulative Record of households served (add rows as needed, see instructions below):												
Participant ID:	Certified as Homeless:	Race:	Ethnicity:	Female Head of Household:	HUD income Level:	Number of Persons in Household:	Amount of Rental Assistance Provided:	Amount of Utility Assistance Provided:	Obtained housing within 30 days:	Maintained housing for 30 days after assistance:	Referred to anti-homeless resources:	Notes:
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.												
Name of Authorized Representative						Signature of Authorized Representative						
Date:						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, participant households should be identified solely by an assigned participant ID number.						

Instructions for Completing the Monthly Project Summary:

1. Each household participant must be assigned a unique file ID number.
2. Certified as Homeless – answer yes or no.
3. Select from HUD Race definitions below:

Black/African American: A person having origins in any of the black racial groups of Africa.
White: A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Asian: 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.
American Indian/Alaskan Native: 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.
Native Hawaiian/Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian/Alaskan Native and White: A person having these multiple racial origins as defined above.
Asian and White: A person having these multiple racial origins as defined above.
Black/African American and White: A person having these multiple racial origins as defined above.
American Indian/Alaskan Native and Black/African American: A person having these multiple racial origins as defined above.
Other Multi-Racial: Category used for reporting individual responses that are not included in any of the categories listed above.

4. Ethnicity: Enter yes if the household identifies as Latino/Hispanic. Enter no if household does not identify as Latino/Hispanic
5. Female Head of Household: answer yes or no
6. Select the correct HUD Income Level based on family size documentation and financial documentation provided by the family:

Extremely Low Income (0 – 30% AMI)	# of People in Household	1	2	3	4	5	6	7	8
	Household Income	\$14,700	\$16,800	\$18,900	\$20,950	\$22,650	\$24,350	\$26,000	\$27,700
Low Income (30.1 – 50% AMI)	# of People in Household	1	2	3	4	5	6	7	8
	Household Income	\$24,500	\$28,000	\$31,500	\$34,950	\$37,750	\$40,550	\$43,350	\$46,150
Moderate Income (50.1 – 80% AMI)	# of People in Household	1	2	3	4	5	6	7	8
	Household Income	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800

7. Enter the amount of rental assistance and utility assistance provided under this project, to each household.
8. Indicate (yes or no) whether each household obtained affordable housing, whether they remained in housing 30 days obtaining housing, and whether they were referred to anti-homeless resources.
9. Include a note when households do not remain in housing or when exceptional circumstances occur, such as death, relocation out of the county, moved in with other family members, etc.
10. Add rows as needed so that all families are reported each month. Expand boxes, as necessary to report information pertinent to each month.

EXHIBIT D
Authorization Signature Card

Project #: 2018-01	Project Name: Homeless Prevention Services Expansion	
Subrecipient: Catholic Charities Bureau St. Augustine Regional Office		
Subrecipient Address:	3940 Lewis Speedway; Suite 2103; St Augustine, FL 32084	
Telephone Number:	904-829-6300	
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 E
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 and shall contain no exclusions for explosion, collapse or underground. 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 F
Authorizing Resolutions

RESOLUTION NO. 2019-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF A SUBRECIPIENT AGREEMENT BETWEEN ST. JOHNS COUNTY AND CATHOLIC CHARITIES BUREAU, INC. - ST. AUGUSTINE REGIONAL OFFICE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE THE SUBRECIPIENT AGREEMENT ON BEHALF OF THE COUNTY

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 (Catholic Charities Bureau, Inc. - St. Augustine Regional Office) submitted an application for CDBG funding to the County for the purpose of hiring a case manager to provide assistance to income-eligible households who are homeless or at risk of becoming homeless (the Project); and

WHEREAS, the County approved the Project as part of 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 terms of the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to take the necessary steps to execute the Subrecipient Agreement substantially in the same form as attached 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 _____ day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk