RESOLUTION NO. 2020-154

MOTION TO ADOPT ST. JOHNS COUNTY RESOLUTION 2020-154 APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE ATTACHED SUBRECIPIENT AGREEMENT TEMPLATE AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED WITH GRANTEES WHO ARE AWARDED FUNDS UNDER THE COUNTY'S SMALL BUSINESS RECOVERY GRANT PROGRAM.

RECITALS

WHEREAS, on March 17, 2020, the St. Johns County Board of County Commissioners (the Board) issued St. Johns County Emergency Proclamation 2020-1, declaring a state of local emergency due to the threat of the Coronavirus Disease 2019 (COVID-19) to spread among humans, which may pose a threat to public health and safety and cause a threat to the entire State of Florida, including St. Johns County; and

WHEREAS, the Board of County Commissioners has issued Proclamation Nos. 2020-2, 2020-4, 2020-6, 2020-8, 2020-9, 2020-11, and 2020-12 extending the state of local emergency for additional seven-day periods, pursuant to Section 252.38(3)(a)(5), Florida Statutes, and St. Johns County Ordinance 2019-40; and

WHEREAS, the County established the St. Johns County Small Business Recovery Program (the Grant Program) to assist small businesses that experience disruption and/or loss due to COVID-19; and

WHEREAS, the County has received an allocation of CDBG and CDBG-CV funds from the U.S. Department of Housing and Urban Development (HUD) and the County may access other funds to supplement capitalization of the Grant Program (Grant Funds);

WHEREAS, in order to be eligible to receive Grant Funds a Grantee will be required to submit an application for funding under the Program (the Application) and represent that the Grantee is eligible to receive Grant Funds; and

WHEREAS, the County will review and approve the Application and will agree to award Grant Funds to the Grantee, pursuant to the terms and conditions set forth in the Subrecipient Agreement attached hereto; and

WHEREAS, the Grantee will be required to make affirmative efforts to recover from the crisis and retain and/or re-hire employees especially residents of St. Johns County;

WHEREAS, the Board of County Commissioners finds that approval of this Subrecipient Agreement template serves a public purpose.

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

Section 1. Incorporation of Recitals.

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

Section 2. Approval and Authority to Execute.

The Board of County Commissioners authorizes the County Administrator or his designee to enter into subrecipient agreements in substantially the same form as attached utilizing funds allocated by the U.S. Department of Housing and Urban Development (HUD) and, upon a finding of legal sufficiency by the Office of the County Attorney, to execute any documents necessary for the distribution of funds.

Section 3. Correction of Errors

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 5th day of May 2020.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: _____
Jeb S. Smith, Chair

RENDITION DATE 5/7/20

ATTEST: Brandon Patty, Clerk

By: Pam Halterman

Deputy Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (Agreement), entered into this _____ day of _____, 20____ (the Effective Date), between **St. Johns County** (the County), a political subdivision of the state of Florida, and _____ (Grantee), a _____, whose principal place of business is located at _____ (Affected Business Address) (collectively herein, "the Parties").

WHEREAS, on March 17, 2020, the St. Johns County Board of County Commissioners (the Board) issued St. Johns County Emergency Proclamation 2020-1, declaring a state of local emergency due to the threat of the Coronavirus Disease 2019 (COVID-19) to spread among humans, which may pose a threat to public health and safety and cause a threat to the entire State of Florida, including St. Johns County; and

WHEREAS, the state of local emergency has been subsequently extended for additional seven-day periods, pursuant to Section 252.38(3)(a)(5), Florida Statutes, and St. Johns County Ordinance 2019-40; and

WHEREAS, the County established the St. Johns County Small Business Recovery Program (the Grant Program) to assist small businesses that experience disruption and/or loss due to COVID-19; and

WHEREAS, the the County has received an allocation of CDBG and CDBG-CV funds from the U.S. Department of Housing and Urban Development (HUD) and the County may access other funds to supplement capitalization of the Grant Program (Grant Funds);

WHEREAS, the Grantee has submitted an application for funding under the Program (the Application) and represents that Grantee is eligible to receive Grant Funds; and

WHEREAS, Grantor has reviewed and approved the Application and has agreed to award Grant Funds to the Grantee, pursuant to the terms and conditions set forth herein; and

WHEREAS, Grantee has and continues to make affirmative efforts to recover from the crisis and retain and/or re-hire employees especially residents of St. Johns County;

NOW, therefore, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grantee's Representations and Certifications

A. As a condition of entering into this Agreement, the Grantee represents that as of the Effective Date of this Agreement, the following is true:

i. The Grantee's business was in operation on or prior to February 28, 2019.

ii. The Grantee's business employs [INSERT ELIGIBILITY RANGE FOR NUMBER OF EMPLOYEES] employees.

iii. The Grantee's business has experienced damage or disruption as a result of COVID-19.

iv. There has been no material change in the Grantee's financial condition, assets, or business prospects or any change in the ownership or management of the Grantee's business since the date on which the Grantee submitted the Application.

v. All federal, state, and local licenses, permits, and other approvals necessary for the operation of the Grantee's business are in full force and effect and will continue to be so for the term of this Agreement.

vi. The Grantee has filed all tax returns and reports required by any government agency (including, but not limited to, real property tax, income tax, sales tax, or tourist development tax) and has paid or provided for payment of all taxes and assessments currently due and has no knowledge of any current claims for taxes which might become a lien on the Grantee's assets.

B. By executing this Agreement, the Grantee certifies that it shall not use the Grant Funds to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse. If the Grantee receives any additional payment that could be considered a duplication of benefits, Grantee shall immediately notify the County and shall return such payments to the County up to the amount funded by this Agreement.

2. 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 for capital expenses associated with Grantee's losses due to COVID-19, including payroll, rent or mortgage payments, and utility payments.

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 meet the above-listed National Objectives by **facilitating the avoidance of job losses caused by business closures**

related to social distancing through the provision of short-term working capital assistance to small businesses for the purpose of enabling the retention of jobs held by low- and moderate-income persons.

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 or 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.

3. 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 for 90 days from the Effective Date of this Agreement. Notwithstanding the foregoing, the term of this Agreement shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

4. Payment.

The County agrees to pay the Subrecipient a lump-sum payment in the amount of [AMOUNT]. It is expressly acknowledged that in the event the funding amount does not constitute

the full cost of the scope of services, it shall be the Subrecipient's sole responsibility to obtain the necessary funds to complete the Scope of Work. Nothing in this section shall require the Subrecipient to perform services not specifically identified in the Scope of Work.

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 sources of funding from the County for payment under this Agreement are CDBG-CV funds and the Fiscal Year 2019 and 2020 CDBG Entitlement 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 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	Grantee
St. Johns County Board of County Commissioners Housing and Community Development Division 200 San Sebastian View, Suite 2300 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 all applicable 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 C, 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 Nos. 2017-263 and 2018-224 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 the requirements of 2 CFR §200.326 and 2 CFR part 200, Appendix II, this Agreement may also be terminated for convenience by either Party, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety. Termination for convenience shall not apply to provisions in this Agreement relating to the repayment of funds, compliance with laws, regulations or ordinances, records retention, or the provision of service to low 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 2 CFR Part 200, Subpart D, and 24 CFR 570.502 – 504, as applicable.

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

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. In the event relocation assistance is required under this paragraph, the Subrecipient shall coordinate with the County regarding the payment of relocation assistance.

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, familiar 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 as Exhibit B.

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.

<u>County</u> <u>Subrecipient</u>

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

EXHIBIT B: AUTHORIZING RESOLUTIONS

EXHIBIT C
Insurance Requirements

BASIC INSURANCE REQUIREMENTS

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

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

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

The Subrecipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Activity by the Subrecipient, its agents, representatives, employees or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Subrecipient against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

COMMERCIAL GENERAL LIABILITY

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

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

The policy must include coverage for Contractual Liability, Independent Contractors. The Certificate Holder shall be identified as:
St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

St. Johns County, a political subdivision of the State of Florida, including its officials, employees, and volunteers, is to be named as an Additional Insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader

Additional Insured Coverage in respects to liability arising out of any service performed by or on behalf of Subrecipient. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

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

WORKER'S COMPENSATION

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

11D	AGENDA ITEM ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

5/5/2020

BCC MEETING DATE

TO: **Hunter S. Conrad, County Administrator** **DATE:** **May 4, 2020**

FROM: **Leigh Daniels, Assistant Purchasing Manager** **PHONE:** **904 209-0154**

SUBJECT OR TITLE: **Grant Administration Services for Community Development Block Grant for the St. Johns County Small Business Recovery Program.**

AGENDA TYPE: **Business Item; Contract, Resolution**

BACKGROUND INFORMATION:

On March 17, 2020, the St. Johns County Board of County Commissioners issued St. Johns County Emergency Proclamation 2020-1, declaring a state of local emergency due to the threat of the Coronavirus Disease 2019 (COVID-19) to spread among humans, which may pose a threat to public health and safety and cause a threat to the entire State of Florida, including St. Johns County. The County established the St. Johns County Small Business Recovery Program to assist small businesses that experience disruption and/or loss due to COVID-19. A subrecipient Agreement was drafted in advance of the County issuing a Public Notice to request applications for financial assistance from businesses that are both located in St. Johns County and substantially owned by County residents. As a condition of receiving an award from this program, the business/grantee must be making affirmative efforts to recover from the crisis and retain and/or re-hire employees especially residents of St. Johns County, in addition to several other criteria. It is expected that the St. Johns County Small Business Recovery Program will assist approximately 2,000 business. The attached Subrecipient Agreement for the St. Johns County Small Business Recovery Program requires a motion to adopt. In addition, associated with the St. Johns County Small Business Recovery Program, the Housing Department has identified additional services needed from Capital Access. Staff recommends the issuance of Change Order #02, which will amend the contract with Capital Access, Inc., provided an increase in the contract price for the launch and management of the Small Business Recovery Grant program. On June 12, 2019 the Purchasing Department approved the contract with Capital Access, Inc. for the services associated with St. Johns County's Community Development Block Grant (CDBG) under Grant Number: B-18-UC-12-0021. On April 2, 2020 the County issued Change Order #01 to expand services for Capital Access to provide administrative items for program development.

1. IS FUNDING REQUIRED? Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: CDBG funding appropriated into the General Fund/Housing Community Services [0001-33130-0094-55304]

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt St. Johns County Resolution 2020-153 approving the terms, conditions, provisions, and requirements of Change Order #2 to Master Contract No: 19-MCC-CAP-10718 between St. Johns County and Capital Access, Inc., and authorizing the County Administrator, or his designee, to execute the Change Order in substantially the same form as attached.

Motion to adopt St. Johns County Resolution 2020-154 approving the terms, conditions, provisions, and requirements of the attached subrecipient agreement template and authorizing the County Administrator, or his designee, to execute the agreement in substantially the same form as

attached with grantees who are awarded funds under the County's Small Business Recovery Grant Program.

For Administration Use Only:
Legal: RL 5/4/2020 **OMB: JDD 5/4/2020** **Admin: Joy Andrews 5/4/2020**