

RESOLUTION NO. 2022 - HDC

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AWARDED A \$150,000 COMMUNITY DEVELOPMENT BLOCK GRANT TO JACKSONVILLE AREA LEGAL TO PROVIDE LEGAL AID SERVICES; APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF THE SUBRECIPIENT AGREEMENT; AUTHORIZING REIMBURSEMENT OF PRE-AWARD COSTS; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SUBRECIPIENT AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the County prepared a 2016-2020 Consolidated Plan and a 2020-2021 Action Plan for the purpose of applying for Community Development Block Grant (CDBG) entitlement funding through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD awarded the County 2020-2021 CDBG funding totaling \$995,177 to assist the County in providing benefits to residents of low to moderate income in accordance with the 2016-2020 Consolidated Plan; and

WHEREAS, the primary goal of the Consolidated Plan is to develop viable communities by providing decent, safe, sanitary, affordable 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 approved the 2020- 2021 Action Plan certifying the County's compliance with CDBG regulations and specifying projects to be funded with CDBG funds; and

WHEREAS, the County awards Jacksonville Area Legal Aid, Inc. ("Subrecipient") a \$150,000 Community Development Block Grant ("Award") to provide legal services to St. Johns County residents of low to moderate income who are threatened with, or experiencing, eviction or foreclosure and meeting community development needs having a particular urgency; and

WHEREAS, the County authorizes reimbursement of Subrecipient pre-award costs from July 1, 2022, to the effective date of the Agreement, not to exceed 25% of the Award; and

WHEREAS, the County has an unmet need for legal aid services for renters and homeowners to prepare for, prevent, and respond to the current housing market crisis; therefore, it is in the best interest of the County to enter into an agreement with the Subrecipient to address the need for legal services as set forth in the Community Development Block Grant Subrecipient Agreement attached hereto as **Exhibit 1** and incorporated herein.

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

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

Section 2. The Board of County Commissioners awards Jacksonville Area Legal Aid, Inc. a \$150,000 Community Development Block Grant and authorizes reimbursement of pre-award costs from July 1, 2022 to the effective date of the Subrecipient Agreement, not to exceed 25% of the Award.

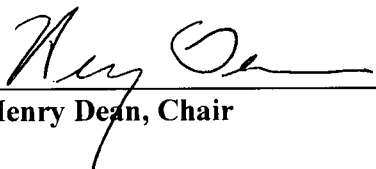
Section 3. The Board of County Commissioners approves the terms, conditions, and requirements of the Community Development Block Grant Subrecipient Agreement between St. Johns County, Florida and Jacksonville Area Legal Aid, Inc. and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County, in substantially the same form and format as attached hereto as **Exhibit 1**.

Section 4. To the extent there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. This Resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Henry Dean, Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court and Comptroller

By: 
Deputy Clerk

Rendition Date 10/19/22



**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT (Agreement), entered into this ____ day of _____, 2022 (the Effective Date), between **St. Johns County** (the “County”), a political subdivision of the state of Florida, and **Jacksonville Area Legal Aid, Inc.** (“Subrecipient”), a Florida not-for-profit corporation, whose principal place of business is located at 126 West Adams Street, Jacksonville, Florida 32202 (collectively herein, “the Parties”).

WHEREAS, the County has received an allocation of CDBG funds from the U.S. Department of Housing and Urban Development (HUD) which provides for the development, establishment and administration of projects to benefit low and moderate income persons, pursuant to the provisions of Title I of the Housing and Urban Development Act of 1974, as amended (“HUD Act”), Public Law 93-383, and 24 CFR 570, as amended, aid in the elimination of slums and blight or meet an urgent community need; and

WHEREAS, the County has an unmet need for legal aid services for renters and homeowners to prevent homelessness and loss of housing; and

WHEREAS, entering into an agreement with the Subrecipient will assist the County in meeting the unmet need for legal aid services;

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. Scope of Service. The Subrecipient shall provide the level of program services set forth as described in the Scope of Work, attached hereto as Exhibit A, and the following requirements:

A. 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 **benefiting low- and moderate-income residents of St. Johns County who are threatened with, or experiencing, eviction or foreclosure and meeting community development needs having a particular urgency.**

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

C. 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.

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 for one year from the Effective Date of this Agreement. This Agreement may be renewed for an additional one-year period upon mutual agreement of the parties. 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. **Payment.**

The County agrees to reimburse the Subrecipient for allowable costs in connection with the Subrecipient's performance of the activities set forth in the Scope of Work. The maximum amount of funding that the Subrecipient is eligible to receive under this Agreement is **one hundred fifty thousand dollars (\$150,000)** per year. 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. Additionally, the County will reimburse Subrecipient for allowable pre-award costs from July 1, 2022 to the effective date of this Agreement, not to exceed 25% of the funding amount stated above.

Payments to the Subrecipient under this Agreement shall be made in quarterly increments based on actual budgeted expenses detailed in Subrecipient's Reimbursement Request. Subrecipient shall submit quarterly a Reimbursement Request and Reporting Form, attached hereto as Exhibit B, demonstrating costs incurred in performing the Scope of Work to the County. The Reimbursement Request and Reporting Form shall include a written justification of the expenses incurred in connection with the Scope of Work and shall be accompanied by supporting documentation, including, but not limited to, timesheets and payroll records. To be eligible for reimbursement under this Agreement, expenses must be necessary and reasonable for the effective and efficient accomplishment of the scope of work. The County may deny all or part of a Reimbursement Request if the County determines that expenses are ineligible for reimbursement, either pursuant to CDBG regulations or the terms of this Agreement. Project costs are as set forth in paragraph 3, and as more particularly described in Exhibit A.

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

It is strictly understood that the Subrecipient is not entitled to the above-referenced amount of compensation. Rather, the Subrecipient's compensation is based on the Subrecipient's performance of the activities set forth in Exhibit A. Subrecipient's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables set forth in this Agreement.

The sources of funding from the County for payment under this Agreement are 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 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.

4. 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

Jacksonville Area Legal Aid

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

St. Johns Office
222 San Marco Avenue
St. Augustine, Florida 32084

5. 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

6. **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.

7. 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.

8. 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.

9. 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. To the extent applicable to 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 to the extent that such compliance is applicable to this Agreement. 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.

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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Counterparts.

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

16. 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 E.

17. 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

**Jacksonville Area Legal Aid
(St. Johns Office)**

**Jim Kowalski, Director
126 West Adams Street
Jacksonville, Florida 32202
904-356-8371**

City/State/ZIP Code

Telephone Number

EXHIBIT A: SCOPE OF WORK

EXHIBIT A: SCOPE OF WORK

The proceeds of the Grant shall be used only for the provision of legal services to eligible residents of St Johns County who are threatened with, or experiencing, eviction or foreclosure issues. Specifically, staff will:

- Conduct outreach to low- to moderate-income clientele who may include renters and homeowners residing in St. Johns County. Whenever appropriate, the Subrecipient shall include in all advertisements or promotions a statement that whole or partial funding of the project is supplied by the St. Johns County Community Development Block Grant program, or wording to that effect.
- Subrecipient will accept at least twelve (12) new unduplicated St. Johns County (SJC) residents as clients per quarter, not to exceed forty (40) active clients/cases at any given time. Once approved for assistance under the terms set forth under this Agreement, Subrecipient will continue to manage the SJC clients until their cases are resolved or the Agreement expires, whichever occurs first. The Legal Aid service provided by the Subrecipient will include but is not limited to:
 - Providing legal advice to program-eligible applicants (Clients); and
 - Negotiating settlements on Clients' behalf; and/or
 - Representing Clients in court when necessary.
- Prior to providing Legal Aid, Subrecipient will:
 - Verify that the Client's address is within St. Johns County.
 - Determine whether Client experienced some form of hardship hereby there is an unmet need to access Legal Service.
 - Determine under which National Objective the client will be qualified for services. For this project, applicable National Objectives include Low Mod Limited Clientele (LMC), which is a subset of the National Objective benefiting low to moderate income individuals or households and the Urgent Need National Objective.
 - For all Client households qualified under LMC, gather required demographic and income documentation. Verify total household income for Clients receiving services is less than 80% AMI as determined by HUD. Refer to Exhibit D for income limits.
 - For clients qualified under Urgent Need, gather evidence of risk of becoming homeless (i.e. an eviction notice); and a self-certification of income (Exhibit D), if income documentation is unavailable.
- Subrecipient shall collect all client data, services provided, and outcome of services required on the Reporting Form (Exhibit B).

The eligible uses of this Grant:

- Payroll for one (1) full-time equivalent staff attorney to provide Legal Aid services to qualifying residents of St. Johns County. Reimbursement is to be unduplicated by any other funding source.
- Subrecipient is prohibited from using grant funds for the following:
 - Acquisition of new property
 - Construction/repair of existing/new property
 - Payment of past due rent or mortgage payments and fees

Subrecipient shall maintain complete records relating to this Agreement for a minimum of six (6) years, commencing on the date of this signed agreement and shall provide said records to the County for inspection and copying upon the County's request. In the event the County is audited by any state or federal agency regarding the use of funds paid under this Agreement, the County shall notify Subrecipient of the audit, and Subrecipient shall retain all records relating to this Agreement until the conclusion of the audit or the completion of the 6-year records retention period, whichever is later.

The Subrecipient shall provide the County with such reports and information as the County may reasonably request in order to allow the County to comply with the Regulations and any and all applicable requirements of the granting authority.

EXHIBIT B: REIMBURSEMENT REQUEST AND REPORTING FORM

EXHIBIT B: REIMBURSEMENT REQUEST AND REPORTING FORM

Reimbursement Request: St. Johns County Legal Aid

Reporting Period: _____

Agency: St. Johns County Legal Aid
 222 San Marco Avenue
 St Augustine, FL 32084

Mall to: CDBG - Housing & Community Services Division
 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 St. Johns County Legal Aid, this payment request is based on actual budgeted expenses during this reporting period.

Please remit payment for the following month of service: 2023

Hourly Rate: \$75/hour

Total Requested Payment: \$ _____

Expenses:	Approved Program Budget:	Expenditure Amount for this Period:	Total Expenditures To-date:	Budget Remaining:
Billable Hours	\$150,000.00			

All Payroll Journals/Records of Billable Hours must be attached to this Reimbursement Request.

I certify that all services on this report have been performed in compliance with applicable statues and regulations, and in accordance with the approved County contract.

 Signature of Authorized Representative

 Name of Authorized Representative

 Date

For St. Johns County Use Only	
Certified by:	_____
Date:	_____
P.O.:	_____
V #:	_____
G.L.:	_____
Authorized by:	_____
Date:	_____

Reporting Form

St. Johns County Legal Aid				Period:						
New Participants Served by CDBG Grant: Use HUD Race and Income Level definitions on the next page, expand the number of rows as needed.										
Client ID:	Enter Date:	Race:	Hispanic/Latino (Yes or No):	Female Head of Household (Yes/No)	National Objective:	Verified Covid-19 Hardship:	Income Level:	Number of Persons in Household:	Services Provided (Include Billable Hours for Reporting Period):	Outcome of Services:
List program highlights, and achievements:										
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, individual participants should be identified solely by an assigned participant number.					

EXHIBIT C: INSURANCE REQUIREMENTS

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.

EXHIBIT D: SELF CERTIFICATION FORM

**EXHIBIT D: SELF-CERTIFICATION
FORM**

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

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

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

Definition of Income

HUD 24 CFR Part 5	IRS Form 1040	American Community Survey
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Beneficiary Information

Last Name:	Beneficiary ID (If applicable):
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Member Information

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

HH = Head of Household; CH = Co-Head of Household; DIS = Person with disabilities; 62+ = Person 62 years of age or older; 5 18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; <15 = Minor under the age of 15 years

CONTACT INFORMATION:

Address Line 1:
Address Line 2:

Income Information: Annual gross income (total of all members) \$ _____

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

COMPLETE SIGNATURES ON SECOND PAGE

U.S. Department of Housing and Urban Development

Community Planning and Development / Community Development Block Grant (CDBG)

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

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Beneficiary ID:

Effective Date:

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

* Attach another copy of this page if additional signature lines are required.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

EXHIBIT E: AUTHORIZING RESOLUTION

RESOLUTION NO. 2022-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO SUBMIT A SUBSTANTIAL AMENDMENT TO THE 2020-2021 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

RECITALS

WHEREAS, the County prepared a 2016–2020 Consolidated Plan and a 2020–2021 Annual Action Plan to apply for Community Development Block Grant (CDBG) entitlement funding through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, HUD awarded the County a \$995,177.00 grant (Program Year (PY) 2020), to assist the County in providing benefits to low- and moderate-income residents in accordance with the 2016 – 2020 Consolidated Plan and the 2020–2021 Annual Action Plan; and

WHEREAS, the County is proposing a Substantial Amendment to the 2020-2021 Annual Action Plan, to re-allocate \$121,434.70 in unused funds from the Flagler Estates Infrastructure Project (PY2020) and \$28,565.30 in unused funds from the Planning and Administration Project (PY2020), for a total of \$150,000; and

WHEREAS, the \$150,000 in re-allocated funds will be transferred to establish an eligible Public Service Project; and

WHEREAS, HUD regulations specify that, in this circumstance, the transfer of funds from one eligible activity to another, requires a Substantial Amendment to the 2020-2021 Annual Action Plan.

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

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

Section 2. The Board of County Commissioners authorizes the Chair to sign a letter, addressed to the HUD Senior Community Planning and Development Representative, which provides details of the Substantial Amendment.

Section 3. The Board of County Commissioners authorizes the County Administrator, or designee, to submit the Substantial Amendment to the 2020-2021 Annual Action Plan through HUD's Integrated Disbursement and Information System.

Section 4. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this _____ day of _____ 2022.

BOARD OF COUNTY
COMMISSIONERS OF
ST. JOHNS COUNTY

By: _____
Henry Dean, Chair

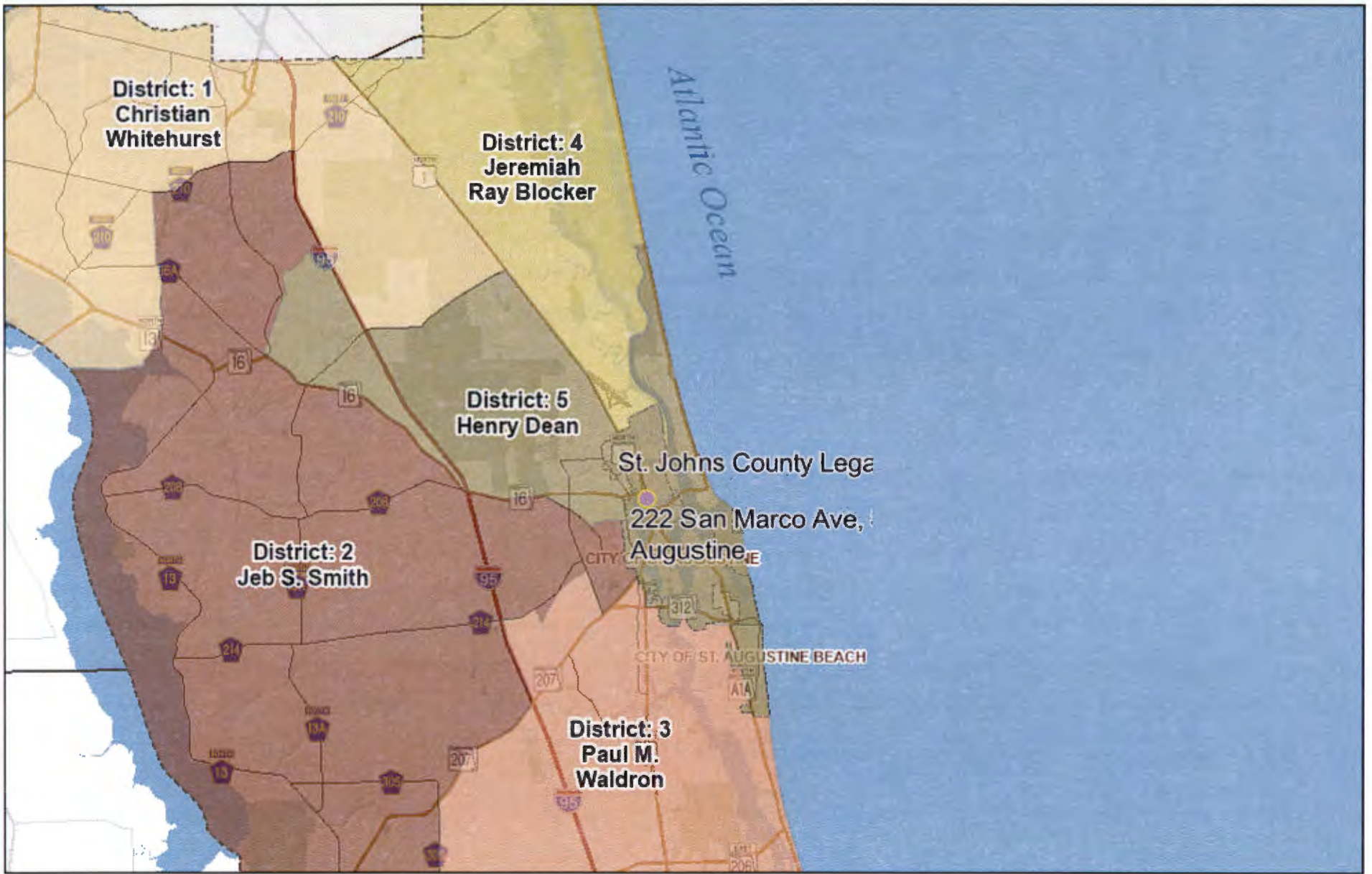
ATTEST: Brandon J. Patty, Clerk of the Circuit
Court and Comptroller

By: _____
Deputy Clerk

EXHIBIT F: QUARTERLY REPORT

EXHIBIT F: QUARTERLY REPORT

St. Johns County Legal Aid			Period:							
New Participants Served by CDBG Grant: Use HUD Race and Income Level definitions on the next page, expand the number of rows as needed.										
Client ID:	Enter Date:	Race:	Hispanic/Latino (Yes or No):	Female Head of Household (Yes/No):	National Objective:	Verified Covid-19 Hardship:	Income Level:	Number of Persons in Household:	Services Provided:	Outcome of Services:
List program highlights, and achievements:										
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, individual participants should be identified solely by an assigned participant number.					



Map created with St. Johns County's iMap

DISCLAIMER:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

Date Created: 2/1/2021

St. Johns County Legal Aid: Countywide Legal Assistance for Renters & Homeowners

