

**AMENDMENT ONE
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CITY OF JACKSONVILLE, FLORIDA**

On June 10, 2019, the State of Florida, Department of Economic Opportunity (“DEO”), and City of Jacksonville, Florida (“Subrecipient”), entered into Grant Agreement HM004 (“Agreement”) to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew. DEO and Subrecipient are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, Section (4), Modification of Agreement, provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. All references throughout the agreement to the Office of Disaster Recovery are hereby amended to mean Office of Long-Term Resiliency.
2. Section (3), Period of Agreement, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins on June 10, 2019 (the “Effective Date”) and shall continue until the earlier to occur of (a) thirty-six (36) months after execution by DEO (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO’s Director of the Office of Long-Term Resiliency approves such extension.

3. Section (14) is hereby deleted in its entirety and replaced with the following:

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner. The subrecipient must provide a response to all inquiries and complaints within 15 working days of receipt. Following the initial response, the subrecipient will make every effort to provide a resolution to complaints within the 15-working day period. If a resolution cannot be reached within the 15-working day period, the complainant/inquirer will receive a status update on the issue(s) and, if possible, a timeframe for when a resolution can be reached. Constituent Management Services Lead will monitor response times to ensure compliance and will adjust timeframes for additional responses as needed. The response must be provided within 15 working days of the receipt of the complaint, as

expected by HUD, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination
- (b) A program assistance award calculation and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary
- (b) Resolution or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Office of Long-Term Resiliency operates in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

4. Section (16)(b) is hereby updated to read:

(b) The name and address of DEO's Grant Manager for this Agreement is:

Paul K. Brackett
107 East Madison Street-MS 400
Tallahassee, FL 32399-6508
Telephone: (850)717-8406
Paul.Brackett@deo.myflorida.com

5. Section (20)(a) is hereby deleted in its entirety and replaced with the following:

(a) The funding for this Agreement shall not exceed Three Million Ninety Thousand Five Hundred Thirteen Dollars and Fifty-Eight Cents (\$3,090,513.58) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

6. Section (20)(h) is hereby deleted in its entirety and replaced with the following:

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient. The Subrecipient shall send an employee or an elected official representative to DEO's Implementation Workshop in order to receive training and/or information pertaining to the practical implementation of this Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S.

7. Section (27), Employment Eligibility Verification, is hereby deleted in its entirety and replaced with the following:

(27) Employment Eligibility Verification.

1. Section 448.095, F.S., requires the following:

(a) Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee

retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
 3. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
8. Attachment A – Project Deliverables, Section 4., Deliverables, is hereby deleted in its entirety and replaced with the following:

4. **DELIVERABLES:** The Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Attachment B – Project Narrative.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task under the <i>Eligibility, Duplication of Benefits (DOB), Environmental Review Record (ERR), Final Scope and Feasibility, Procurement, and/or Reporting</i> categories provided for a minimum of one housing unit as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed task with supporting documentation (such as payroll, invoice form contractors, etc.) as applicable.	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.

Deliverable No. 2 – Temporary Relocation Assistance		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall provide temporary relocation assistance as detailed in Attachment B – Project Narrative	The Subrecipient shall be reimbursed for a minimum of one Project Deliverable Task under the Temporary Relocation Assistance category provided for a minimum of one housing unit as detailed in the Attachment B – Project Narrative: evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 3 – Housing Relocation / Reconstruction		
Deliverable	Minimum Level of Service	Financial Consequences

<p>The Subrecipient shall complete rehabilitation or reconstruction services to low- to moderate- income households listed in Attachment B- Project Narrative.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable task under the Construction and/or Closeout categories provided for a minimum of one housing unit as detailed in Attachment B - Project Narrative; evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable.</p> <p>The Subrecipient shall be reimbursed upon completion of a minimum of 15 percent of the rehabilitation/reconstruction activities for each project. As evidence of percent completion, the Subrecipient shall provide completed documentation of percent complete for the home and the associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project.</p>	<p>Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p>TOTAL AWARD NOT TO EXCEED</p>		<p>\$3,090,513.58</p>

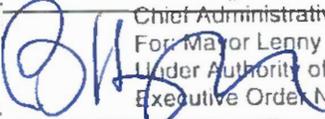
9. Attachment B – Project Narrative is hereby deleted in its entirety and replaced with the revised Attachment B, which is attached hereto and incorporated herein by reference.

10. Exhibit 1 to Attachment I – Funding Sources, subheading two is updated to read:

Federal Funds Obligated to Subrecipient: \$3,090,513.58

11. All other terms and conditions remain in effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement HM004 as amended. This Amendment is effective as of June 9, 2021.

CITY OF JACKSONVILLE Brian Hughes Chief Administrative Officer	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:  For: Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02	SIGNED:  <small>DocuSigned by:</small> <small>8D7A4D05416240F...</small>
LENNY CURRY MAYOR	DANE EAGLE SECRETARY
DATE: 6/9/2021 7-7-21	DATE: 8/4/2021

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

FORM APPROVED

By: 
Office of General Counsel

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 
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Approved Date: 7/14/2021

ATTEST:


Corporation Secretary
City of Jacksonville



Attachment B - Project Narrative (Revised)

Housing Rehabilitation and Reconstruction

The Subrecipient will not exceed Three Million Ninety Thousand Five Hundred Thirteen Dollars and 58 Cents (\$3,090,513.58) of CDBG-DR subgrant funds to assist residents throughout the City of Jacksonville. Necessary home repairs may be provided in the form of rehabilitation or demolition and reconstruction of existing housing units. Housing units whose occupants qualify as low- to moderate- income (LMI) households (120% Area Median Income (AMI) for specific exceptions) will be eligible for rehabilitation or demolition and reconstruction for their housing units to be brought into compliance with the local building code and the U.S. Department of Housing and Urban Development standards outlined in the Federal Register Notices.

Scope of Work

The City of Jacksonville will use the CDBG-DR funding to provide housing rehabilitation/reconstruction services to single-family properties that were damaged by Hurricane Matthew and were unable to be rehabilitated using other funding sources (the "Program"). The Program will comply with DEO's per unit maximum of \$100,000.00; however, it will follow the waiver process if necessary repairs exceed the unit maximum. Waivers will only be utilized on a very limited basis. The Program will comply with HUD's cost reasonableness requirements.

The Eligibility Requirements are as follows:

- Property must be located within Duval County;
- Property is a single-unit family residence, detached or attached to other housing structures, with a maximum of four attached units;
- Property sustained damages from Matthew and currently has Matthew-related damages (disaster tie-back)

Acceptable forms of disaster tie-back include, but are not limited to the following:

- A. FEMA Letter for Hurricane Matthew (regardless of denial)
- B. Other documentation of Federal, State or Local Government Funding
- C. Application for SBA for Hurricane Matthew
- D. Proof of insurance claim filed for Matthew
- E. Other documentation of Nonprofit, Private Sector, or Charitable Funding
- F. Estimate for repairs (prior to Irma)
- G. Photographs of damages (prior to Irma)
- H. Documented damage to neighbors' house

I. Heat Map;

- Property was applicant's primary residence at the time of Hurricane Matthew and is currently the applicant's current primary residence, unless displaced from residence due to damage (secondary homes are not eligible for assistance);
- Applicant is currently the legal owner of the property and was at the time of Hurricane Matthew (or close relative who is deceased);
- Be current on property taxes;
- Be current on mortgage (if applicable) and has no reverse mortgages;
- No pending bankruptcy or foreclosure;
- Proof of Flood Insurance (if applicable);
- Annual household income must be at or below 80% of the AMI. On a case-by-case basis, with approval from the Chief of Housing and Community Development Division, this amount can be increased up to 120% of the AMI for displacement, urgent need, or other special circumstances.

Eligible Services

The work to be performed on Eligible Projects will vary from unit to unit and may include, but are not limited to the following:

- Demolition and Reconstruction
- Structural repairs (i.e. roof, foundation, electrical, plumbing, and windows)
- Mold, lead, and/or asbestos remediation and/or abatement
- Labor, material, and equipment rental to permanently or temporarily repair the damaged residence (includes carpeting, cabinetry, appliances, flooring, fixtures, doors, walls, ceilings, etc.)
- Installation of septic tanks, electricity, HVAC, and plumbing
- Grading or leveling of property

Properties will be evaluated on a case-by-case basis for secondary repairs including, but not limited to handicap ramps, railings, fence repair/removal/replacement, damages to secondary structures, etc.

Project Deliverable Tasks

All tasks below must be tied to a housing unit as project delivery.

Deliverable 1: Project Implementation

Perform Intake of applicants and assist in process, which may include the following components:

- Intake application processing
- Phone calls and/or in-person meetings with applicants
- Assist applicants with proper documentation

- Review and analyze submitted documentation
- Analyze for priority, if applicable

Perform Eligibility analysis for proposed improvements identified in the Scope of Work, which may include the following components:

- Perform application authorizations
- Confirm ownership
- Confirm primary residence
- Identify priority status
- Perform damage assessment
- Identify tieback to disaster
- Income Certifications
- National Objectives Determination

Perform Duplication of Benefits (DOB) analysis for proposed improvements identified in the Scope of Work, which may include the following components:

- Perform FEMA data analysis
- Perform SBA data analysis
- Perform NFIP data analysis
- Perform Private Insurance data analysis
- Perform Non-profits data analysis
- Perform other assistance analysis
- Analyze spent funds
- Verify funds were spent for their intended purpose
- Complete DOB review
- Complete DOB final worksheet

Perform Review and Approval of applicants for proposed improvements identified in the Scope of Work, which may include the following components:

- Review applicant files for completeness
- Determine final applicant eligibility/ award amount
- Issue grant award to eligible applicant
- Applicant appeal process

Complete Environmental Review Record (ERR) for proposed improvements identified in the Scope of Work, which may include the following components:

- Analyze applicant housing to determine proper ERR
- Inspection of property
- Complete tier 1 review
- Complete tier 2 review
- Complete and analyze lead-based paint testing
- Complete and analyze asbestos testing

Perform Final Scope and Feasibility assessment for proposed improvements identified in the Scope of Work, which may include the following components:

- Revise scope for State Historic Preservation Office (SHPO) requirements
- Revise scope for lead-based paint mitigation
- Revise scope for asbestos mitigation
- Revise scope for elevation requirements
- Revise scope for unforeseen repairs (Housing Quality Standards, building code requirements, etc.)
- Analyze for cost-reasonableness and feasibility of the project
- Complete and review final inspection reports

Complete any necessary Procurement and Closing procedures for services for proposed improvements identified in the Scope of Work, which may include the following components:

- Prepare statement of work for contractor bid
- Prepare and advertise procurement documents
- Pre-construction site visit
- Review and respond to procurement questions
- Revise bid documents if necessary
- Review submissions and select contractor
- Conduct debarment check and contractor licensing
- Award bid
- Execute agreement with contractor
- Review and modify agreement and award amounts
- Closing coordination
- Prepare and receive escrow

Comply with applicable Reporting requirements, which may include the following:

- Labor standards
- Environmental review
- Section 3
- Uniform Relocation Act

Deliverable II: Temporary Relocation Assistance

Complete all necessary Temporary Relocation Assistance for the proposed improvements identified in the Scope of Work, which may include the following components:

- Document eligibility of expenses
- Distribute funds

Deliverable III: Housing Relocation/Reconstruction

Complete Construction of proposed improvements identified in the Scope of Work, which may include the following components:

- Notice to Proceed (NTP)
- Contractor obtains all permits and utility costs
- Conduct inspections (based on a percentage complete when requesting payment)
- Conduct final walkthrough
- Process payments

Complete grant agreement Closeout Package

- Complete final inspection report
- Review project files prior to final closeout
- Compile and submit closeout documentation

-End of Attachment B-