

**AMENDMENT THREE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT**

On **March 31, 2022**, the State of Florida, Department of Commerce ("Commerce"), and **Hillsborough County Board of County Commissioners, FL** ("Subrecipient") entered into agreement **I0169** ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto.

WHEREAS the Agreement was previously amended on **June 6, 2023 and September 17, 2024**.

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. **Attachment A, Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached revised Attachment A and updates Section 7A, Invoice Submittal.
2. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

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IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **IO169**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
KEN HAGAN	J. ALEX KELLY
CHAIR	SECRETARY
DATE:	DATE:

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

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

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Attachment A – Project Description and Deliverables

1. **PROGRAM DESCRIPTION:** In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced Commerce would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be in the Federal Register, Vol. 84, No. 169

Commerce has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **Critical Facility Hardening Program**. Projects eligible for funding under this program must harden critical buildings that serve a public safety purpose for local communities. Critical building include:

- Potable water facilities
- Wastewater facilities
- Police departments
- Fire departments
- Hospitals
- Emergency operation centers
- Emergency shelters

2. **PROJECT DESCRIPTION:** The Hillsborough County Board of County Commissioners, Florida has been awarded One Million, Twenty-Nine Thousand Dollars and Zero Cents (\$1,029,000.00) in CDBG-MIT (Community Development Block Grant – Mitigation) funding for mitigation efforts to harden the All-People's Life Center against power loss due to natural or manmade disaster(s). The Center is deemed a critical facility used as a shelter and food and water distribution center pre and post disaster. The project will satisfy the Low-to-Moderate Income (**LMI**) **National Objective as 62%** of the population within the area of benefit for this facility are low to moderate income. The mitigation activities consist of installation of a 300-kW natural gas generator with automatic transfer switch; installation of storm shutters on building storefront in addition to seven (7) doors and twenty-five (25) windows; and the replacement of gym clerestory windows with impact resistant assemblies of like dimensions. There are \$568,538.37 in matching funds from Hillsborough County Board of County Commissioners included in this project. The team overseeing this project consists of the Affordable Housing Project Manager, Program Coordinator, and selected contractors(s).

3. **SUBRECIPIENT RESPONSIBILITIES:**

- A. Complete and submit the below items to Commerce within thirty (30) calendar days of execution of the agreement:
1. Organizational chart with contact information.

2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly report deadline.
3. Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
4. Attachment C, Activity Work Plan – Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - a. Procurement policies and procedures that incorporate 2 CFR 200.317-327.
 - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and Commerce policies.
 - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Mitigation Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable 1 – Construction

Subrecipient shall hire a Florida licensed contractor to:

- 1. Purchase and install a 300kw/375KVA, 480y/277-volt, 3 phase Natural Gas generator system.
- 2. Purchase and install storm-rated shutters on building storefront, remove, and replacement of twenty-five (25) existing windows and seven (7) doors with hurricane-rated one’s of like dimensions, removal, and replacement of gym clerestory windows with impact resistant assembly.

5. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 - Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4. A of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.A of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Total Deliverable 3 Cost: \$1,029,000.00
TOTAL PROJECT COST NOT TO EXCEED \$1,029,000.00		

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary be Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient’s invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines

necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. Include if applicable to your program
 - 4. Photographs of the project in progress and completed work;
 - 5. A copy of all supporting documentation for vendor payments; and
 - 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
 - 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.