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AMENDMENT TWO
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, formerly the Department of Economic Opportunity ("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 Parties wish to amend the Agreement as set forth herein; and

WHEREAS the Agreement was amended on **June 6, 2023.**

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. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce" as appropriate.

2. **Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:

A. 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/.

B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

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

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

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C. If Subrecipient does not use E-Verify, then Subrecipient 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.

3. **Attachment A** is hereby deleted in its entirety and replaced with the attached revised Attachment A.

4. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:

   a. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this close-out period may 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 Subrecipient) and determining the custodianship of records.

   b. Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

5. **Attachment G, Reports, Section 6**, is hereby deleted in its entirety and replaced with the following:

   6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR 75.25(b).

      Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. 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 **I0169**, 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: Ken Hagan	SIGNED: J. Alex Kelly
KEN HAGAN	**J. ALEX KELLY**
CHAIR	**SECRETARY**
DATE: August 21, 2024	DATE: 9/17/2024

Approved as to form and legal sufficiency

By: Nancy Takemori
Nancy Y. Takemori
Asst. County Attorney

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: Ryan Bourgoin

Approved Date: 9/17/2024

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. **24-0766**

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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) announce 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 found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Commerce (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 buildings 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 a 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 of low to moderate income. The mitigation activities consist of installation of a 300-kW diesel generator with an automatic transfer switch system and a fuel tank with capacity sufficient for 72 hour run time at 75% load; 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 $71,000.00 in matching funds from Hillsborough County Board of County Commissioners included in this project. The team overseeing this project consists of the Affordable Housing Services Director, Operations Section Chief and Deputy Emergency Manager, Affordable Housing Project Manager, Program Coordinator, and selected contractors(s).

3. SUBRECIPIENT RESPONSIBILITIES:

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A. Complete and submit to Commerce within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the Commerce Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to Commerce for review and approval. The Staffing plan must include the following:
   1. Organizational Chart; and
   2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
   1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
   2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
   3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and Commerce policies.
   4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, 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 OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudo ig.gov).
   5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

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. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by Commerce no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to Commerce for review and approval by the Commerce Grant Manager.

F. Maintain organized Subrecipient agreement files and make them accessible to Commerce or its representatives upon request.

G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.

H. Provide copies of all proposed procurement documents to Commerce ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by Commerce Grant Manager. Should the procurement documents require revisions based on state or federal

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requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.

I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
   1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
   2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
   3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to Commerce prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, Commerce Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.

J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by Commerce, receive the required Environmental Clearance from Commerce prior to Subrecipient being able to commit CDBG-MIT funds.

K. Provide the following documentation to Commerce within ten (10) calendars after the end of each month:
   1. A revised detail report measuring the actual cost versus the project cost.
   2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.

L. Develop and submit to Commerce a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.

M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
   1. Submit updated organization chart on a quarterly basis with quarterly report.
   2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
   3. A progress report documenting the following information:
      a. Accomplishments within the past quarter.
      b. Issues or risks that have been faced with resolutions; and
      c. Projected activities to be completed within the following quarter.

N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C-Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from Commerce in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except

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by a formal amendment executed in accordance with Section (5) Modification of Agreement.

0. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1- Project Implementation

Supporting activities for project implementation:

Tasks that are eligible for reimbursement are as follows:

1. Professional services to the County for technical assistance and program management (Davis-Bacon review, Section 3 activities)
2. Environmental review activities
3. Grant management to include invoicing, record keeping, prepare and award a bid to a vendor.
4. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to Commerce.

B. Deliverable No. 2 - Engineering Services

Subrecipient Shall:

1. Create a full design package, signed by a professional engineer licensed in Florida to include a design and bid drawings, bid solicitations, assist with the construction contract, observe work completed, review draw requests, approve draw requests and coordinate any change orders required.

C. Deliverable No. 3 - Construction

Subrecipient shall:

1. Purchase and install a 300kW/375KVA, 480y/277-volt, 3 phase Diesel generator system with fuel tank capacity sufficient for 72 hour run time at 75% load with a storm-wind and sound attenuated enclosure.
2. Purchase and install storm-rated shutters on building storefront, removal, 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. COMMERCE RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being

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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.

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable 1- Project Implementation		
Task:	**Minimum Level of Service:**	**Financial Consequences:**
Subrecipient shall provide project implementation activities as identified in Section 4. A.	Subrecipient may request reimbursement upon completion of a minimum of one (1) or more task as identified in Section 4.A. as evidenced by submittal of the following documentation associated with the completed task: 1) Payroll documentation 2) Meeting minutes (if applicable), 2) Sign-in sheets (if applicable), 3) Presentation materials, financial records related to project activities (if applicable); 4) Project files (if applicable); 5) Documentation for and attendance of monitoring visits by Commerce (if applicable); 6) 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.
		Deliverable No. 1 Cost: $20,000.00
Deliverable No. 2 - Engineering Services		
Task:	**Minimum Level of Service:**	**Financial Consequences:**

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Subrecipient shall complete task as detailed in Section 4.B of the Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in 4.B of the Scope of Work as evidenced by submittal of the following documentation: 1) Copy of Design drawings and bid solicitations. 2) 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.
		Deliverable No. 1 Cost: $80,000.00
Deliverable 3 - Construction		
Task:	**Minimum Level of Service:**	**Financial Consequences:**
Subrecipient shall complete task as detailed in Section 4.C.	Subrecipient may request reimbursement upon completion of one (1) or more tasks listed in 4.C. of the Scope of Work as evidenced by submittal of the following documentation, associated to the related task: 1) Certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project. 2) Photographs of completed installation. 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.
		Deliverable No. 3 Cost: $929,000.00
		Total Project Cost Not to Exceed: $1,029,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables table above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce Grant Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written

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amendment request from Subrecipient, as described in Modification section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL

Commerce shall reimburse the Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (21) 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 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.

4. Photographs of the project in progress and completed work;

5. A copy of all supporting documentation for vendor payments;

6. A copy of 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. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Management Reporting 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.