

**AMENDMENT TWO
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
THE CITY OF JACKSONVILLE**

On December 7, 2020, the State of Florida, Department of Economic Opportunity (“DEO”) and the **City of Jacksonville** (“Subrecipient”), entered into agreement **I0087** (“Agreement”) for Voluntary Home Buyout Program activities under the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) program). DEO and the City of Jacksonville may individually be referred to herein as a “Party” or 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 Agreement was amended on **December 21, 2021**; 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. Section (20)(a) Funding/Considerations is hereby deleted in its entirety and replaced with the following:

(a) The funding for this Agreement shall not exceed **Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00)** 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.

2. Attachment A – Scope of Work, Section 3. Deliverables, is hereby deleted in its entirety and replaced with the following:

The Subrecipient agrees to provide the following services as specified:

Deliverable I	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Design and Implementation Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., B. above.	The Subrecipient shall be reimbursed upon completion of a minimum of one deliverable task per housing unit as detailed in Attachment A, Section 2, B., evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable I.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.

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Deliverable II	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Homeowner Buyout and Incentives Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., C. above.	The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. C; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable II.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable III	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Demolition and Closeout Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., D. above.	The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. D; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable III. The Subrecipient shall be reimbursed upon completion of a minimum of 100 percent of the demolition activities for each project; evidenced by the final inspection of the site after the activities have been completed, signed by the contractor, certified by the housing specialist or building inspector for the project.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
TOTAL AWARD NOT TO EXCEED \$250,000.00		

3. Exhibit 1 to Attachment I-Funding Sources is amended as follows:

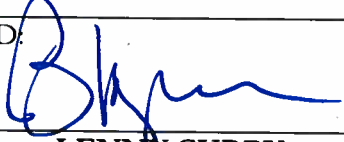

Federal Funding Obligated to Subrecipients is 250,000.00.

4. All other terms and conditions remain in effect.

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IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement I0087 as amended. This Amendment is effective on the date the last Party signs this Amendment.


CITY OF JACKSONVILLE	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
LENNY CURRY	MEREDITH IVEY
MAYOR	CHIEF OF STAFF
DATE: <u>11/29/2022</u> Brian Hughes Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02	DATE: 12/11/2022

FORM APPROVED

By: 
Office of General Counsel

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

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: 
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Approved Date: 12/5/2022

ATTEST:


Corporation Secretary
City of Jacksonville

