

**AMENDMENT TWO
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") for Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew.

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. Section (3) 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 ends June 12, 2023, unless otherwise terminated as provided in this Agreement. 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 Disaster Recovery approves such extension.

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

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Four Million Five Hundred Ninety Thousand Five Hundred Thirteen Dollars and 58 Cents (\$4,590,513.58) 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.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to

this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, or the State Chief Financial Officer, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(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.

3. 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,</i> and/or <i>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.

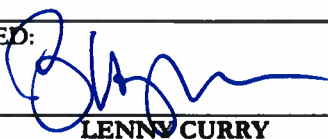
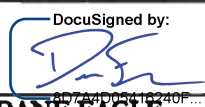
Deliverable No. 3 – Housing Rehabilitation / Reconstruction		
Deliverable	Minimum Level of Service	Financial Consequences
The Subrecipient shall complete rehabilitation or reconstruction services to low- to moderate-income households listed in Attachment B- Project Narrative.	<p>The Subrecipient shall 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>	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
TOTAL AWARD NOT TO EXCEED: \$4,590,513.58		

4. Attachment B – Project Narrative is hereby deleted in its entirety and replaced with Exhibit 1 of this Amendment.
5. Exhibit 1 to Attachment I – Funding Sources, subheading three is updated to read:
 Federal Funds Obligated to Subrecipient: \$4,590,513.58
6. All other terms and conditions remain in effect.

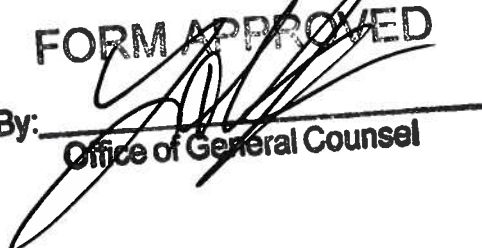
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DEO Agreement No.: HM004

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 on the date the last Party signs this Amendment.

CITY OF JACKSONVILLE	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
LENNY CURRY	DANE EAGLE
MAYOR	EXECUTIVE DIRECTOR
DATE: <u>5/3/2022</u>	DATE: <u>6/3/2022</u>

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

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

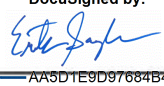
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By: _____
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Approved Date: 5/26/2022

EXHIBIT 1**Attachment B - Project Narrative (Revised)****Housing Rehabilitation and Reconstruction**

The Subrecipient will not exceed Four Million Five Hundred Ninety Thousand Five Hundred Thirteen Dollars and 58 Cents (\$4,590,513.58) 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% 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 Developments 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 limited basis. The Program will comply with HUD's cost-reasonableness requirements.

The Eligibility Requirements are as follows:

- Property is located within Duval County (a Presidentially Declared major disaster 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 Hurricane Matthew and currently has Hurricane Matthew-related damages (tie-back*);
- The property was applicant's primary residence at the time of Hurricane Matthew and is currently the applicant's primary residence (unless displaced from 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);
- Must be current on property taxes;
- Must be current on mortgage (if applicable) and no reverse mortgages;
- No pending bankruptcy or foreclosure;
- Proof of Flood Insurance (if applicable); and
- Annual household income must be at or below 80% of the area median income**

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

- FEMA Letter for Hurricane Matthew (Regardless of denial)
- Other documentation of Federal, State or Local Government Funding
- Application for SBA for Hurricane Matthew
- Proof of insurance claim filed for Matthew
- Other documentation of Nonprofit, Private Sector or Charitable Funding

- Estimate for repairs (prior to Irma)
- Photographs of damages (prior to Irma)
- Documented damage to neighbors' house
- Heat Map
- Other

**** Up to 120% AMI for displacement/urgent need/or other special circumstances - must be approved by the Chief of HCDD.**

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 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, Heating, Ventilation and Air Conditioning, 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