

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

On **November 8, 2021**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and the **City of Haines City, Florida**. (“Subrecipient”) entered into agreement **I0126** (“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; and

WHEREAS the Agreement was amended on **December 11, 2022**, and **July 22, 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. (3) PERIOD OF AGREEMENT is hereby deleted in its entirety and replaced with the following:

This Agreement is effective November 8, 2021 (the “Effective Date”) and ends December 31, 2026, unless otherwise terminated as set forth herein.

2. Attachment A, Project Description and Deliverables, 4. ELIGIBLE TASKS AND DELIVERABLES is hereby deleted in its entirety and replaced with:

A. Deliverable 1 – Construction

Subrecipient shall:

1. Remove and properly dispose of the existing 600-kWh diesel generator and associated components, clear the site and building of any impediments for installation of the new generator and ensure the site meets construction requirements.
2. Install 1000-kWh diesel generator on a concrete pad, and a above-grade diesel fuel tank commensurate with generator size and design plans.
3. Contractor will provide all necessary ancillary equipment required to install new generator to include an electric transfer switch, and upgraded electrical panel, and new wiring required.
4. The contractor will perform and submit final test and commission reports, including identification of all equipment repairs and/or adjustments made.
5. Completion of installation and wiring shall be certified by a qualified engineer.

3. Attachment A, Project Description and Deliverables, 6. DELIVERABLES: is hereby deleted in its entirety and replaced with the attached revised Attachment A.

4. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **I0126**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF HAINES CITY, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
OMAR ARROYO	J. ALEX KELLY
MAYOR	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: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the 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 will be 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 Economic Opportunity (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 had been granted under the **Critical Facility Hardening Program**. Projects eligible for, but not limited to, funding under this program are:

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

2. PROJECT DESCRIPTION:

The **City of Haines City** (the "Subrecipient") has been awarded \$547,350.00 in CDBG-MIT (Community Development Block Grant - Mitigation) funding to harden the facilities which are an integral part of the Subrecipient's Wastewater Treatment Plant (WWTP) to ensure the plant remains fully accessible and operational during severe weather events.

The existing 600-kWH diesel generator currently in use at the facility is aging and consistently experiences operational failures. Such failures pose a risk of wastewater backing up in the collection system and potentially causing Sanitary Sewer Overflows (SSOs) that would release untreated wastewater into residential and/or commercial areas resulting in health and safety issues and impacting the overall ability of residents and businesses to rebuild. Funds awarded under this grant will be used to replace the existing generator with a 1000- KWH diesel generator to significantly reduce the risk of potential outages during severe weather events, increasing reliability and lessening the cost of maintenance. The new generator will be installed within a hurricane-rated, weather, and sound attenuating enclosure with an above-grade fuel tank and will be large enough to complete the full cycle process and prevent system failures. The service area for this project includes the City of Haines with an LMI score of 57.54, satisfying the LMI National Objective. There are no leverage funds associated with the completion of this project.

3. SUBRECIPIENT RESPONSIBILITIES:

- 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 Subrecipients 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 COMMERCE 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@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit 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 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, Actions Plan, Actions 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 requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Complete procurement of all applicants for internal grant management and compliance and direct program and product production, including:
1. Selection of applicants, subrecipients and/or staff that will be responsible 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 with 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 days after the end of each month:
 1. A revised detailed 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 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 description, 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 ss 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 by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable 1 – Construction

Subrecipient shall:

1. Remove and properly dispose of the existing 600-kWh diesel generator and associated components, clear the site and building of any impediments for installation of the new generator and ensure the site meets construction requirements.
2. Install 1000-kWh diesel generator on a concrete pad, and a above-grade diesel fuel tank commensurate with generator size and design plans.
3. Contractor will provide all necessary ancillary equipment required to install new generator to include an electric transfer switch, and upgraded electrical panel, and new wiring

required.

4. The contractor will perform and submit final test and commission reports, including identification of all equipment repairs and/or adjustments made.
5. Completion of installation and wiring shall be certified by a qualified engineer.

5. 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 by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipients invoices described herein and process them on timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce sole and absolute discretion and process payments to Subrecipient.

6. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

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Deliverable No. 1 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.C of the Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) or more tasks listed in 4.C, evidenced by submittal of the following documentation: <ol style="list-style-type: none"> 1. AIA forms G702 and G703, or their substantive equivalent, completed by the contractor. 2. Photographs of completed installation; and 3. Invoice package 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
		Deliverable No. 1 Cost: \$547,350.00
TOTAL PROJECT COST NOT TO EXCEED \$547,350.00		

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 4, 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 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.