

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

On **September 12, 2021**, the State of Florida, Department of Commerce (“Commerce”) and **the DeSoto County Board of County Commissioners** (“Subrecipient”) entered into agreement **I0167** (“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 **May 5, 2023, and July 11, 2024**; 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. This Agreement is hereby reinstated as though it had not expired.
2. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins September 12, 2021, and ends September 11, 2026, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce’s Deputy Secretary of the Division of Community Development approves such.
3. **Section 21 (a), Funding/Consideration**, is hereby deleted in its entirety and replaced with the following:

(a) The funding for this Agreement shall not exceed **Five Hundred Thirty Thousand Dollars and Zero Cents (\$530,000.00)** subject to the availability of funds. The State of Florida and Commerce’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.
4. **Attachment A – Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached revised Attachment A.
5. **Exhibit 1 to Attachment I – Funding Sources**, is hereby deleted in its entirety and replaced with the attached revised Exhibit 1 to Attachment I.
6. 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 **I0167**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
MANDY HINES	J. ALEX KELLY
COUNTY ADMINISTRATOR	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 State of Florida, Department of Economic Opportunity (DEO), now Florida Department of 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.

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.

2. PROJECT DESCRIPTION:

The DeSoto County, Florida (Subrecipient) has been awarded \$530,000.00 in CDBG-MIT funding to harden the DeSoto Middle School, a disaster-related shelter, by installing a diesel emergency back-up generator up to 500kw with sufficient capacity to operate the DeSoto Middle School gymnasium electrical equipment, inclusive of automated transfer switches. Currently, there is no backup power for this facility that can house 250-300 people pre- and post-disaster. This project will be completed under the Low to Moderate Income (LMI) National Objective with an area of benefit LMI of 50.16%. The lifeline to be fortified as a result of the project is for the safety and security of the community. All electrical and mechanical equipment will be provided to secure and provide uninterrupted critical functions in the event of power outages due to wind or storms.

DeSoto Middle School is located in the heart of Arcadia, DeSoto County and is the only middle school serving all students in the County. DeSoto County and DeSoto County School District agree to work together on the grant project. The County Grants Coordinator will administer the grant in coordination with the School Board. The County Purchasing Director will ensure that all procurement requirements are met for all project components. The County Facilities Director will partner with the School District to oversee the construction and coordinate with all involved parties for project completion and maintenance.

There are no leveraged or matching funds associated with this project.

This project satisfies the Urgent Needs (UN) National Objectives requirements.

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 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

1. Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
2. Develop policies for the Subrecipient to adopt related to special conditions listed in this subgrant agreement,
3. Prepared procurement documents,
4. Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Subrecipient's area,
5. Prepared and submitted public notices for publications,
6. Maintained financial records related to project activities on-site,
7. Conducted a Fair Housing activity,
8. Maintain project files,
9. Attended meetings of the Subrecipient's local governing body to provide progress reports on subgrant activities,
10. Prepared documentation for and attend on-site monitoring visits by Commerce,
11. Prepared financial activity for submission to Commerce,
12. Prepared and submitted to Commerce detailed monthly and quarterly reports,
13. Prepared and submitted to Commerce Section 3 reports,
14. Responded to citizens' complaints,
15. Prepared subgrant modification document for submission to Commerce for review and approval,
16. Prepared responses to monitoring findings and concerns for Subrecipient to submit to Commerce or HUD,
17. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to Commerce.

B. Deliverable 2 – Engineering Services

Subrecipient shall:

1. Create a full design package, signed and sealed by a professional engineer licensed in Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to the installation of diesel back-up generator, electrical connections, fuel tank, and containment for the middle school gymnasium which meets or exceeds industry standards for wind resistance in accordance with local, state and federal code requirements.

C. Deliverable 3 – Construction

Subrecipient shall hire Florida licensed contractor to:

1. Obtain required construction permits
2. Install new diesel generator of sufficient capacity to provide emergency backup power for the DeSoto Middle School gym, mounted on concrete pads, with an automatic transfer switch and all necessary ancillary electrical equipment related to the generator.
3. Install 1500-gallon Sub-Base generator fuel tank, with secondary containment capacity as required and all necessary piping, pumps, and appurtenances related to the generator connection.

4. Train appropriate DeSoto County operations staff on operation and maintenance of the generator, transfer switch, fuel system and related equipment

5. **DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Program Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Project Description and Deliverables; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 1 Cost: \$10,000.00		
Deliverable No. 2 – Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.B. of this Scope of Work	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: 1) Engineering design, working drawings and associated cost estimates, if applicable; 2) Copies of all required permits, if applicable; 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.
Deliverable No. 2 Cost: \$70,000.00		
Deliverable No. 3 - Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.C of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%,	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	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.	
Total Deliverable 3 Cost: \$450,000.00		
TOTAL PROJECT COST NOT TO EXCEED \$530,000.00		

COST SHIFTING: The deliverable amounts specified within the Eligible Tasks and Deliverables section 5 tables 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’s 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 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.

6. **COMMERCE RESPONSIBILITIES:** 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.
- A. Assign a Grant Manager as a point of contact for Subrecipient.
 - B. Review Subrecipient’s invoices described herein and process them on a timely basis.
 - C. 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 (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 shall provide one invoice 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.

~ Remainder of this page is intentionally left blank ~

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$530,000.00
Assistance Listing Number Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description:	Funding is being provided for the critical hardening of a middle school that serves as an emergency shelter by installing a back-up generator and water-cooled A/C System.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as

Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.