

**AMENDMENT ONE
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
PUTNAM COUNTY, FLORIDA**

On October 7, 2019, the State of Florida, Department of Economic Opportunity ("DEO"), and Putnam County, Florida ("Subrecipient"), entered into Grant Agreement HM007 ("Agreement") for \$3,569,507.00 in 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 upon execution by both Parties (the "Effective Date") and ends thirty-six (36) months after execution by DEO, 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 (14) is hereby deleted in its entirety and replaced with the following:

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner. The subrecipient must provide a response to all inquiries and complaints within 15 working days of receipt. Following the initial response, the subrecipient will make every effort to provide a resolution to complaints within the 15-working day period. If a resolution cannot be reached within the 15-working day period, the complainant/inquirer will receive a status update on the issue(s) and, if possible, a timeframe for when a resolution can be reached. Constituent Management Services Lead will monitor response times to ensure compliance and will adjust timeframes for additional responses as needed. The response must be provided within 15 working days of the receipt of the complaint, as expected by HUD, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was

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not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination
- (b) A program assistance award calculation and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary
- (b) Resolution or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

3. Section (16) (b) is hereby updated to read:

Paul K. Brackett
107 East Madison Street-MSD 400
Tallahassee, FL 32399-6508
Telephone: (850)717-8406
Paul.Brackett@deo.myflorida.com

4. 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 Five Million Four Hundred Fourteen Thousand Five Hundred Seventy-Six Dollars and Seventy Cents (\$5,414,576.70) 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.

5. Attachment A –Project Deliverables, Section 1. Project Description is hereby deleted and replaced with the revised section.

1. **PROJECT DESCRIPTION:** The Subrecipient has been selected to participate in the Hermine & Matthew CDBG-DR Program. The Subrecipient will install new storm water collection systems or replace existing storm water collection systems. The Subrecipient will install and improve conveyance systems from the primary outfall to College Road. The solution also includes the addition of more storm water pond storage and an improved outfall structure. CDBG-DR funds will also be used to reimburse the cost of grant administration services, engineering, and construction.

6. 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	Minimum Level of Service (to submit for request for payment)	Financial Consequences
I. <i>Project Implementation</i> The Subrecipient shall complete eligible project implementation 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, and/or Reporting</i> categories as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks with supporting	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.

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	documentation (such as payroll, invoices from contractors, etc.) as applicable.	
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
II. <i>Engineering Services</i> The Subrecipient shall complete an eligible engineering services task as detailed in Attachment B - Project Narrative.	The Subrecipient shall be reimbursed for a minimum of one Project Deliverable Task under the <i>Engineering Services</i> category 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	Minimum Level of Service (to submit for request for payment)	Financial Consequences

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<p>III. Construction</p> <p>The Subrecipient shall complete infrastructure construction tasks as detailed in Attachment B – Project Narrative.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task under the <i>Construction</i> and/or <i>Closeout</i> categories 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 10 percent of overall project as detailed in Attachment B – Project Narrative. As evidence of percent completed, the Subrecipient shall provide a payment package signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p align="right">TOTAL AWARD NOT TO EXCEED \$5,414,576.70</p>		

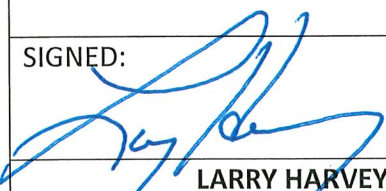
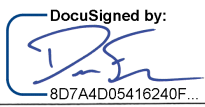
7. Attachment B – Project Narrative is hereby deleted in its entirety and replaced with the revised Attachment B (see attachment).
8. Exhibit 1 to Attachment I – Funding Sources, subheading three is updated to read:

Federal Funds Obligated to Subrecipient: \$5,414,576.70
9. All other terms and conditions remain in effect.

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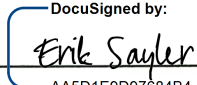
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IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement HM007 as amended. This Amendment is effective on the date the last Party signs this Amendment.

PUTNAM COUNTY	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED:  8D7A4D05416240F...
LARRY HARVEY	DANE EAGLE
PUTNAM COUNTY CHAIRMAN	EXECUTIVE DIRECTOR
DATE: May 4, 2021	DATE: 5/11/2021

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: 
AA5D1E9D97684B4...
5/11/2021

Approved Date: _____

Attachment B - Project Narrative (Revised)

Infrastructure

The Subrecipient shall not exceed \$5,414,576.70 of CDBG-DR subgrant funds to install new storm water collection systems or replace existing storm water collection systems. CDBG-DR funds will also be used to reimburse the cost of grant administration services, engineering, and construction.

Scope of Work

Putnam County will utilize CDBG-DR funds to extend the drainage conveyance improvements from the primary outfall to College Road. The solution also includes the addition of more storm water pond storage and an improved outfall structure. The following is a list of proposed improvements:

- Utilize the existing large ditches north of St. Johns Avenue from College Road to the primary outfall.
- Convey water from these large ditches to the main proposed storm trunk line by series of pipes North of St. Johns Avenue from College Road to the primary outfall for additional storage.
- Install large storm trunk line at center of St. Johns Avenue.
- Center location within St. Johns Avenue is the optimal location due to conflicts with existing major utilities, proposed utilities, and location of proposed 10' bike path.
- Proposed trunk line will be approximately 4'X8' box culvert (or equivalent) and/or 43"x68" ERCP (or equivalent).
- Drainage from St. Johns Avenue roadside ditches and ditches from side roads will be connected to the main trunk line via smaller pipes.
- Proposed construction includes milling and resurfacing of portions of the existing road.
- Also includes reconstruction and pavement addition in other portions of the road.
- Includes sidewalk repair and total sidewalk replacement on the south side of the road where impacts will occur.
- From CR 309C to the primary outfall, minor improvements are proposed in the form of reshaping roadside ditches.
- Relocation of conflicting utilities as needed.
- Reconstruction/Construction of proposed bike path to facilitate changes encountered from the improvement.

Proposed Improvements have been broken down into the following segments that reflect the priority work phases due to threat of flooding to critical facilities fronting St. Johns Avenue:

Segment I Off-Site Storm Ponds (necessary storm water outfall facilities)

Segment II from Outfall to Kay Larkin Drive (healthcare facilities)

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Segment III from Kay Larkin Drive to College Road (healthcare facilities, commercial businesses, Low-Mod Income households, educational facility)

The \$5,414,576.70 of CDBG-DR funding provided by the DEO will be utilized to design and construct the improvements of Segments I, II and III. For Segment I, (retention ponds and drainage outfall from St Johns Ave) design and construction will involve relocating an existing retention pond, constructing an estimated 1,900 linear foot of drainage outfall, building a new road way cross culvert, and modifying and increasing the capacity of an existing retention pond or the construction of a new stormwater pond. For Segment II (from Kay Larkin Dr to the drainage outfall) design and construction will involve relocating utilities, installing a large trunk line at center of St Johns Ave, roadway modifications, swale adjustments. For Segment III (from College Road to Kay Larkin Drive) design and construction will involve relocating utilities, installing a large trunk line at the center of St. Johns Avenue, roadway modifications, swale adjustments and termination of segment such that the system can be expanded in the future. The downstream improvements will benefit a demographic of 59.59% Low-Mod Households that equate to 6,180 Low-Mod Income households.

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