

**AMENDMENT FOUR
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF COMMERCE
AND
PUTNAM COUNTY, FLORIDA**

On **October 7, 2019**, the State of Florida, Department of Commerce ("Commerce"), formerly known as the Florida, Department of Economic Opportunity 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 Agreement was previously amended on May 11, 2021; January 24, 2022; May 3, 2023; 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. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references throughout the Agreement to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce".

2. Section (3) Period of Agreement is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement.

This Agreement begins on October 7, 2019 (the "Effective Date") and ends December 30, 2024, unless otherwise terminated as provided in this Agreement. Florida Commerce shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to Commerce in its sole discretion and Florida Commerce's Director of the Office of Long-Term Resiliency approves such extension.

3. 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 Ten Million Five Hundred Ninety-Nine Thousand Eighty-Six Dollars and Seventy Cents (\$10,599,086.70), subject to the availability of funds. The State of Florida and Florida 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.

(b) Commerce will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Florida Commerce'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 Commerce. 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 Florida Commerce. 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 Commerce, 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 Florida Commerce 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 Commerce.

(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 Florida Commerce's Implementation Workshop in order to receive training and/or information pertaining to the practical implementation of this Agreement. Commerce shall reimburse the travel costs of the representative in accordance with section 112.061, F.S.

- 4. Section (27), Employment Eligibility Verification, is hereby deleted in its entirety and replaced with the following:

(27) Employment Eligibility Verification (E-Verify).

- A. E-verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
- B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - 1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2) An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee’s employment eligibility.
- C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

- 5. Attachment A –Project Deliverables, Section 1. Project Description, is hereby deleted and replaced with the following:

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 CR309C to Skeet Club 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, construction engineering inspection services, 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
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<p><i>I. Project Implementation</i> The Subrecipient shall complete eligible project implementation 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>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 documentation (such as payroll, invoices from contractors, etc.) as applicable.</p>	<p>Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p>Deliverable</p>	<p>Minimum Level of Service (to submit for request for payment)</p>	<p>Financial Consequences</p>
<p><i>II. Engineering Services</i> The Subrecipient shall complete an eligible engineering services task as detailed in Attachment B - Project Narrative.</p>	<p>The Subrecipient shall be reimbursed for a minimum of one (1) 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.</p>	<p>Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p>Deliverable</p>	<p>Minimum Level of Service (to submit for request for payment)</p>	<p>Financial Consequences</p>

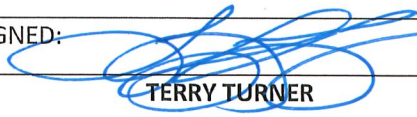
<p>III. Construction The Subrecipient shall complete infrastructure construction tasks as detailed in Attachment B – Project Narrative.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one (1) Project Deliverable Task under the <i>Construction</i> and/or <i>Closeout</i> categories 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 ten percent (10%) 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>TOTAL AWARD NOT TO EXCEED \$10,599,086.70</p>		

7. Attachment B – Project Narrative is hereby deleted in its entirety and replaced with Attachment B-Project Narrative (Revised), which is attached to this Amendment Four.
8. Exhibit 1 to Attachment I – Funding Sources, subheading three is updated to read:

Federal Funds Obligated to Subrecipient: \$10,599,086.70
9. In the event this Amendment Four is not executed prior to the Agreement’s existing termination date, the Parties agree this Agreement is hereby reinstated as if it had not expired.
10. All other terms and conditions of the Agreement and all attachments thereto remain in effect.

Remainder of this page is intentionally left blank.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement **HM007**, as amended.

PUTNAM COUNTY, FLORIDA	DEPARTMENT OF COMMERCE
SIGNED: 	SIGNED: <i>J. Alex Kelly</i>
TERRY TURNER	J. ALEX KELLY
CHAIRMAN	SECRETARY
DATE: <i>10/24/23</i>	DATE: 11/14/2023

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

OFFICE OF GENERAL COUNSEL

DEPARTMENT OF COMMERCE

By: *Valerie Wright*

Approved Date: 11/13/2023

Attachment B - Project Narrative (Revised)**Infrastructure**

The Subrecipient shall not exceed \$10,599,086.70 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, construction engineering inspection services, and construction.

Scope of Work

Putnam County will utilize CDBG-DR funds to extend the drainage conveyance improvements from CR309C to Skeet Club 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 Skeet Club 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 Skeet Club 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)

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

Segment IV from College Road to Skeet Club Road

Segment V from CR309C to the primary outfall

The \$10,599,086.70 of CDBG-DR funding provided by the Commerce will be utilized to design and construct the improvements of Segments I, II, III, IV and V. 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. Segment IV (from College Road to Skeet Club Road) design and construction will involve relocating utilities and roadside swale adjustments. For Segment V (from CR309C to the primary outfall) design and construction will involve regrading of the roadside swales from CR309C to the primary outfall located approximately 1100 feet east of Wes Larson Blvd to facilitate adequate drainage. 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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