




Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: March 19, 2021

TO: Helene Wetherington, Director
Local Disaster Recovery Department

ATTN: Cynthia Guerra, Acquisition Manager

FROM: Pamela Hancock  D.C.

SUBJECT: March 17th BOCC Meetings

Attached is an electronic copy of the following item, executed on behalf of Monroe County, for your handling:

D4 1st Amendment to the Subrecipient Agreement with the Florida Department of Economic Opportunity for Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program funded through CDBG-DR funds with no local match requirement.

Once the state has signed the amendment please provide our office with a copy for the record. Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040
305-294-4641

MARATHON
3117 Overseas Highway
Marathon, Florida 33050
305-289-6027

PLANTATION KEY
88820 Overseas Highway
Plantation Key, Florida 33070
305-852-7145

PK/ROTH BUILDING
50 High Point Road
Plantation Key, Florida 33070
305-852-7145

**AMENDMENT ONE
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

On June 4, 2020, the State of Florida, Department of Economic Opportunity (“DEO”) and the Monroe County Board of County Commissioners (“Subrecipient”), entered into agreement I0092 for Voluntary Home Buyout Program activities under the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) program). DEO and Monroe County Board of County Commissioners may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section (4.) of the 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, the Parties hereby agree to the following:

1. Preamble, paragraph 2 is hereby deleted in its entirety and replaced with the following:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 ,, and the “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees”, 83 Federal Register No. 28 (February 9, 2018), 83 Federal Register No. 157 (August 14, 2018); (hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery 2018 (hereinafter referred to as the “Action Plan”). DEO is hereinafter referred to from time to time as “Grantee”.

2. Section (14) Citizen Complaints 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 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.

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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) Notice and Contact, subparagraph (b), is amended as follows:

(b) The name and address of DEO’s Grant Manager for this Agreement is:

Michael Day
107 East Madison Street - MSC 160
Tallahassee, Florida 32399-6508
Phone: (850) 717-8543
Fax:(850) 921-3117
Email: Michael.Day@deo.myflorida.com

4. Section (23) Lobbying Prohibition, subparagraph (b), item 3., is amended as follows:

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (23), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into this transaction imposed by 31 U.S.C. § 1352.

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Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

5. Attachment A – Scope of Work, Section 1. Project Description, paragraph three is hereby deleted in its entirety and replaced with the following:

There are two options under this grant: The first option is to use the CDBG-DR funding as a leverage to match funding projects that are also eligible for the Hazard Mitigation Grant Program (HMGP) provided by the Federal government. The second option is to work directly with DEO to acquire parcels of properties of residential areas that meet low- and moderate-income area requirements, and/or assist low- and moderate-income households.

6. Attachment A – Scope of Work, Section 2. Subrecipient Responsibilities, subparagraph A.25., is hereby deleted in its entirety.
7. Attachment A – Scope of Work, Section 2. Subrecipient Responsibilities, subsection B, Tasks 1-7, are hereby amended to replace all references of “shall” with “may.”
8. Attachment A – Scope of Work, Section 2. Subrecipient Responsibilities, subsection C, Task 1, is hereby amended to replace all references of “shall” with “may.”
9. Attachment A – Scope of Work, Section 2. Subrecipient Responsibilities, subsection D, Tasks 1-2, are hereby amended to replace all references of “shall” with “may.”

Remainder of page intentionally left blank

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10. Attachment A – Scope of Work, Section 3. Deliverables, is hereby deleted in its entirety and replaced with the following:


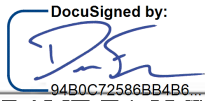
The Subrecipient agrees to provide the following services as specified:

Deliverable I	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Project Design and Implementation Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., B. above.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one deliverable task per housing unit as detailed in Attachment A, Section 2, B., evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable I.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable II	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Homeowner Buyout and Incentives Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., C. above.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. C; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable II.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable III	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Demolition and Closeout Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., D. above.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. D; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable III. The Subrecipient shall be reimbursed upon completion of a minimum of 100 percent of the demolition activities for each project; evidenced by the final inspection of the site after the activities have been completed, signed by the contractor, certified by the housing specialist or building inspector for the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
TOTAL AWARD NOT TO EXCEED \$15,000,000.00		

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11. All other terms and conditions remain in effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement I0092 as amended. This Amendment is effective the date the last Party signs this Amendment.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED:  94B0C72586BB4B6...
Mayor Michelle Coldiron	DANE EAGLE EXECUTIVE DIRECTOR
DATE: <u>March 17, 2021</u>	DATE: 3/25/2021

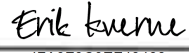


ATTEST: KEVIN MADOK, CLERK

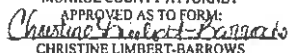
By: 
As Deputy Clerk

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**

DocuSigned by:

47A9F8C0EF43483...
3/22/2021

Approved Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 3/17/21