

**AMENDMENT TWO  
TO THE FEDERALLY FUNDED  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY (CDBG-DR) HAZARD MITIGATION GRANT  
MATCH PROGRAM (HMGMP)  
SUBRECIPIENT AGREEMENT**

On **April 21, 2022**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and the **City of Blountstown, Florida**. (“Subrecipient”) entered into agreement **M0077** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

**WHEREAS**, Section 4, 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 **September 28, 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. Section 3, Period of Agreement, is hereby deleted in its entirety and replaced with the following:

**(3) Period of Agreement.** This Agreement begins April 21, 2022, (the “Effective Date”) and ends September 30, 2025, 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.

2. **Attachment A, Scope of Work, Section 7, Invoice Submittal**, is hereby deleted in its entirety and replaced with the following:

**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 shall provide one (1) 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.
3. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:
3. The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property

under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. **Attachment G, Reports, Section 6**, is hereby deleted in its entirety and replaced with the following:
  6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR 75.25(b).



Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

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

~ Remainder Left Intentionally Blank ~

Commerce Agreement Number: M0077

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number M0077, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF BLOUNTSTOWN, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
Signed: 	SIGNED: 
TONY SHOEMAKE MAYOR	J. ALEX KELLY SECRETARY
DATE: 08-14-24	DATE: 8/23/2024

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: Ryan Bourgoin

Approved Date: 8/23/2024