

**AMENDMENT ONE
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
THE CITY OF JACKSONVILLE**

On December 7, 2020, the State of Florida, Department of Economic Opportunity (“DEO”) and the City of Jacksonville (“Subrecipient”), entered into agreement I0087 (“Agreement”) 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 the City of Jacksonville may individually be referred to herein as a “Party” or collectively as the “Parties”.

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) Period of Agreement is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins upon execution by both Parties (effective date) and ends 36 months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of the Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and the Director of DEO’s Office of Long-Term Resiliency approves such extension.

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.

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

DEO Agreement No.: I0087

- (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 Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
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 Long-Term Resiliency 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:

Davion J. Dunston
107 East Madison Street-MS 400
Tallahassee, FL 32399-6508
Telephone: (850)717-8549
Email: Davion.Dunston@deo.myflorida.com

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

(27) Employment Eligibility Verification.

(a) Section 448.095, F.S., required the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and used the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) (b) 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/>.

(c) If the Subrecipient does not use E-Verify, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of the Agreement.

5. Attachment A – Scope of Work Section 2.B Program Design and Implementation Task 4 is hereby deleted in its entirety and replaced with the following:

Task 4: Perform the Review and Approval of VHB applicants, which shall include the following components:

- Review applicant files for completeness
- Determine post-disaster fair market value
- Determine final applicant eligibility/award amount
- Issue grant award to eligible applicant
- Applicant appeal process

6. 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
---------------	---	------------------------

DEO Agreement No.: I0087

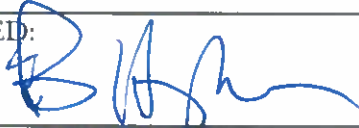

<p>Project Design and Implementation</p> <p>Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., B. above.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one deliverable task per housing unit as detailed in Attachment A, Section 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>
<p>Deliverable II</p>	<p>Minimum Level of Service (to submit for request for payment)</p>	<p>Financial Consequences</p>
<p>Homeowner Buyout and Incentives</p> <p>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>
<p>Deliverable III</p>	<p>Minimum Level of Service (to submit for request for payment)</p>	<p>Financial Consequences</p>
<p>Demolition and Closeout</p> <p>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.</p> <p>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>
<p>TOTAL AWARD NOT TO EXCEED \$5,000,000.00</p>		

7. All other terms and conditions remain in effect.

~ Remainder of this page is intentionally left blank ~

DEO Agreement No.: I0087

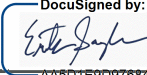
IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement I0087 as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF JACKSONVILLE	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
LENNY CURRY	DANE EAGLE
MAYOR	SECRETARY
DATE: <u>12/13/2021</u>	DATE: 12/21/2021

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

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:

By: _____
AA3DTE9D97684B4...

Approved Date: 12/20/2021