

**AMENDMENT THREE  
TO COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY  
SUBGRANT AGREEMENT**

**BETWEEN**

**THE DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND**

**ST. JOHNS COUNTY, FLORIDA**

*Res 2019-280*

On March 1, 2018, the State of Florida, Department of Economic Opportunity (“DEO”), and St. Johns County, Florida (“Subrecipient”), entered into Grant Agreement H2338 (“Agreement”) for \$45,837,520 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, 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, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

- 1. The first WHEREAS paragraph of the Agreement shall be deleted in its entirety and replaced as follows:**

**WHEREAS**, pursuant to Public Law (P.L.) 114-254, the “Further Continuing and Security Assistance Appropriations Act, 2017” and P.L. 115-31, the “Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the “Appropriation Acts”), and the “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees”, FR-5989-N-01 (November 21, 2016); FR-6012-N-01 (January 18, 2017); and FR-6039-N-01 (August 7, 2017) (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 (hereinafter referred to as the “Action Plan”). DEO is hereinafter referred to from time to time as “Grantee”.

**2. Section (2) is hereby deleted in its entirety and replaced as follows:**

**(2) Incorporation of Laws, Rules, Regulations and Policies.** The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR Part 570, and the State's Action Plan.

**3. Sections (5), (6), and (7) are hereby deleted in their entirety and replaced as follows:**

**(5) Records.**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement. Subrecipient shall comply with 24 C.F.R. 570.490, which provides, in part, records of the State and units of general local government, including supporting documentation, shall be retained for the greater of three years from closeout of the grant to the state, or the period required by other applicable laws and regulations as described in section 570.487 and section 570.488. The Subrecipient shall further ensure that audit working papers are available upon request for the duration of the record retention period, unless extended in writing by DEO. The requirement set forth in this paragraph is consistent with the subrecipient's obligation to comply with HUD's recordkeeping requirements and does not address recordkeeping obligations that may exist for the subrecipient exclusive of its CDBG-DR requirements. The record retention period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the record retention period expires or extends beyond the record retention period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three (3) years after final disposition.

3. Records relating to real property acquired shall be retained for three (3) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(i) The Subrecipient shall include the aforementioned recordkeeping requirements in all approved contracts, subcontracts, and assignments.

#### **(6) Audit Requirements**

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com), and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

#### **(7) Reports.**

(a) The Subrecipient shall provide DEO with all reports and information set forth in Attachment H titled "Reports." The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

**4. Section (14) is hereby deleted in its entirety and replaced as follows:**

**(14) Citizen Complaints.** The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, 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:

- (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](mailto: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 400  
Tallahassee, Florida 32399

DEO will handle citizen complaints by conducting:

- (a) Investigations, as necessary;
- (b) Resolution; and
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, 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 HUD at:

Department of Housing & Urban Development  
Charles E. Bennett 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](http://www.hud.gov/fairhousing).

**5. Section (16) is hereby deleted in its entirety and replaced as follows:**

**(16) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

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

Henry Muñoz  
107 East Madison Street – MSC 400  
Tallahassee, FL 32399-6508  
Telephone: 850-717-8406  
Henry.Munoz@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Joseph Giammanco  
500 San Sebastian View  
St. Augustine, FL 32084  
Telephone: 904-209-0152  
Fax: 904-209-0153  
jgiammanco@sjcfl.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.

**6. Section (20) is hereby deleted in its entirety and replaced as follows:**

**(20) Funding/Consideration.**

(a) The funding for this Agreement shall not exceed Eighty-Nine Million Six Hundred Thirty-Two Thousand One Hundred Twenty Dollars and Zero Cents (\$89,632,120.00) 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.

**7. Sections (28) and (29) are hereby deleted in their entirety and replaced as follows:**

**(28) Program Income.**

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Monthly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 24 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

**(29) National Objectives**

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; or
- (c) Meet a need having particular urgency (referred to as urgent need).

**8. Attachment A – Project Description and Deliverables is hereby deleted in its entirety and replaced as follows:**

- I. **PROJECT DESCRIPTION:** The Subrecipient will utilize CDBG-DR subgrant funds awarded under this Agreement to assist residents throughout St. Johns County. St. Johns County will use CDBG-DR

funds to principally benefit low- and moderate-income persons in a manner that ensures that at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities, and identify how any remaining unmet housing needs will be addressed or how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

St. Johns County will conduct all program design and implementation services necessary to mobilize and launch its production implementation systems to support programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County will offer a range of services including, a Housing Program, Multi-Family New Construction Program, and Infrastructure Program.

#### A. Housing Program

##### 1. Housing Rehabilitation and Reconstruction Program

St. Johns County will mobilize and launch a Homeowner Services Project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew. The Housing Rehabilitation and Reconstruction Program supplements other funds the owner may have received for recovery. Assistance will be provided to eligible homeowners under a variety of housing activities including: repair and elevation; reconstruction of properties, repair or replacement of damaged manufactured homes or mobile home units (MHUs), temporary relocation of homeowners (and, if necessary, tenants), and mortgage payment assistance.

The Housing Rehabilitation and Reconstruction Program will provide:

- Optional temporary relocation assistance, including storage of personal property, on a limited basis for those forced to move from their homes due to construction.
- Home rehabilitation to applicants based on the extent of damage to the home.
- Replacement of MHUs, which will be limited to situations where local zoning/building permits, or federal requirements, such as environmental regulations, will allow the replacement of the original, hurricane-damaged structure with a like structure.
- Standard, basic amenities to make a home decent, safe and sanitary.

Luxury items, including but not limited to, granite (or other high-end) countertops, high-end appliances, stone flooring, garage door openers, security systems, swimming pools, fences, and television satellite dishes are not eligible under the Program.

Construction must adhere to green building standards and Resilient Home Standards. All improvements are required to meet minimum housing construction standards as evidenced by compliance with local building codes. Awards will be determined based on the estimated construction cost of the scope of work, based on a standard grade of building materials, and less any confirmed duplication of benefits documented.

The Housing Rehabilitation and Reconstruction Program will provide these services to approximately 310 properties and will comply with HUD's cost reasonableness requirements.

Funds will be used to address remaining unmet housing recovery needs of Low- and Moderate-Income (LMI) households and to support the long-term recovery and restoration of housing in the most impacted and distressed areas. St. Johns County shall ensure this activity directly addresses the national objective to benefit Low- and Moderate-Income Persons.

2. Voluntary Buyout Program

St. Johns County will mobilize and launch a Voluntary Buyout Program (property acquisition) to assist eligible applicants that own homes located in the Special Flood Hazard Area (SFHA), and a site inspection has determined that elevation of the home would not substantially mitigate the threat of a future flooding. Eligible owners would receive an offer from St. Johns County to purchase the specified property, less any confirmed duplication of benefits documented, through a voluntary acquisition process. In order to be eligible for assistance through the Voluntary Buyout Program, applicants must own property that is located in the SFHA and the property was deemed substantially damaged as a result of Hurricane Matthew.

The goal of the Voluntary Buyout Program is to acquire contiguous properties to be used for open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. Properties purchased through the Voluntary Buyout Program would be deed restricted to remain green space in perpetuity.

The Voluntary Buyout Program will provide these services to approximately eight (8) properties (also referred to as "units"). The maximum sales price to be paid by St. Johns County is an amount estimated not to exceed the pre-disaster fair market value for the land and structure. St. Johns County will obtain a certified appraisal to determine the pre-disaster fair market value of the property. St. Johns County shall ensure this activity directly addresses the national objective to benefit Low- and Moderate-Income Persons.

B. Multi-Family New Construction Program

St. Johns County will mobilize and launch an Affordable Rental Housing Project to construct two new Supportive Housing complexes, each complex will have an Integrated Service Center. The completed projects will increase the affordable rental housing stock and enhance access to social services for the County's LMI vulnerable populations. St. Johns County shall ensure this activity meets the national objective to benefit Low- and Moderate-Income Persons and abides by the guidance within the State's Action Plan.

1. State Road 207 Supportive Housing Complex and Integrated Service Center

St. Johns County will invest CDBG-DR funds to develop and construct an estimated five (5) residential apartment buildings with approximately 80 total units of new construction rental housing, which is located at a 13.53-acre site accessed directly from State Road 207. The rental housing project will also include associated parking, sidewalks, park, open space areas and storm water ponds.

St. Johns County will also invest CDBG-DR funds to develop and construct an Integrated Service Center, which consists of an estimated two (2) separate buildings at the same site location as the State Road 207 Supportive Housing Complex. The Integrated Service Center will provide social



services to residents of the State Road 207 Support Housing Complex and to LMI vulnerable populations, such as those experiencing homelessness and/or at risk of homelessness, in St. Johns County. Services may include assistance with housing, medical, dental, administrative offices, food pantry, kitchen facilities, meeting space, and other related services. The Integrated Service Center will also serve as an emergency and evacuation shelter during inclement weather.

2. Hastings Supportive Housing Complex and Integrated Service Center

St. Johns County will invest CDBG-DR funds to develop and construct an estimated five (5) residential apartment buildings with approximately 80 total units of new construction rental housing, which is located at a proposed site location. The rental housing project will also include associated parking, sidewalks, open space areas and storm water ponds.

St. Johns County will also invest CDBG-DR funds to develop and construct an Integrated Service Center, which consists of an estimated one (1) separate building at the same proposed site location for the Hastings Supportive Housing Complex. The Integrated Service Center will provide social services, community gatherings, a library, and shelter services to area residents of the Hastings Support Housing Complex and to LMI vulnerable populations, such as those experiencing homelessness and/or at risk of homelessness, in St. Johns County. Services may include assistance with housing, medical, dental, administrative offices, food pantry, kitchen facilities, meeting space, and emergency and evacuation shelter during inclement weather.

C. Infrastructure Program

St. Johns County will mobilize and launch an Infrastructure Recovery Project to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County shall ensure this activity meets the national objective to benefit Low- and Moderate-Income Persons.

1. The range of services offered shall include:
  - a. Roadway Reconstruction/Repair – Reconstructing/repairing of County roadway substantially damaged from the storm.
  - b. Storm-sewer conveyance capacity improvements – Increasing the capacity of existing storm-sewer infrastructure that were inadequate based on flooding during the storm event.
  - c. Storm water and drainage improvements – Increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event; including construction of new storm water ponds and/or storm water pump systems.
  - d. Replacement of sanitary sewer pipes – Replacement of gravity sanitary sewer pipes damaged during the storm event.
  - e. In-place repair sanitary sewer pipes – In-place repair via sliplining/waterproofing of gravity sanitary-sewer pipes that were damaged during the storm event.
  - f. Sanitary Sewer Pump Stations – Repair of sanitary sewer pump stations damaged during the storm event.
  - g. Wastewater Treatment Facility (WWTF) – Improve the surge capacity of the WWTF.
2. St. Johns County will complete the following schedule of drainage and sewer improvements infrastructure projects:
  - a. Armstrong Road Stormwater Drainage Improvements

The project area is located off of State Road 207 along the length of Armstrong Road, and portions of Harvey Avenue and Moccasin Creek Lane. Armstrong Road is the only access road to residents in the immediate project benefit area. It is the only way residents can access the emergency evacuation route (SR 207).

The activity proposed in this service area involves design of stormwater system improvements (new pipes, inlets/manholes appropriately located and sized, new retention pond), and roadway reconstruction as needed. These proposed activities will greatly alleviate flooding by of the storm sewer system and more efficiently direct stormwater runoff.

The scope of work to be carried out in the project area is as follows:

- i. Planning
  - a Contractor Procurement
  - b Environmental Review
  - c Verify current storm water collection system information
- ii. Design
  - a Develop topographic survey
  - b Drainage calculation
  - c Obtain permits
  - d Develop Construction Plans
- iii. Construction
  - a Increase storm water channel capacity
  - b Replace failing culverts
  - c Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
  - d Construction of new conveyance system to direct storm water
  - e Constructing of new storm water pond

b. Ave D / Tart Rd / Big Oak Rd Drainage Improvements

The project area is located along Avenue D, Tart Road, and Big Oak Road. The project is located just west of Route 1 near the Northeast Florida Regional Airport. The homes in the project area are lower than the roads, therefore significantly impacting homes during the storm.

The activity proposed in this service area includes replacing Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs), increasing pipe sizes, adjusting inverts, and reshaping conveyance swales and ditches to provide a positive continuous flow. These proposed activities will greatly alleviate flooding to roads and homes by improving the capacity and efficiency of the storm sewer system and more efficiently directing stormwater runoff.

The scope of work to be carried out in the project area is as follows:

- i. Planning
  - a Contractor Procurement
  - b Environmental Review
  - c Verify current storm water collection system information
- ii. Design
  - a Develop topographic survey
  - b Drainage calculations
  - c Obtain permits

- d Develop Construction Plans
  - iii. Construction (Two Phases)
    - a Avenue D & Big Oak Road
      - i Replace Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs)
      - ii Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
      - iii Reshaping conveyance swales and ditches
    - b Tart Road
      - i Replace Corrugated Metal Pipes (CMPs) with Reinforced Concrete Pipes (RCPs)
      - ii Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
      - iii Reshaping conveyance swales and ditches
- c. Big Sooeey Drainage and Conveyance Improvements
 

The project area is located near East St. Johns Avenue. E St Johns Avenue does not have an existing drainage system and was built below the mean annual peak stage of the adjacent wetland to the East. The area south of St. Johns Street drains into a large low area, which then has water conveyed north to ultimately discharge under St Johns Avenue into the St. Johns River. The storm water is conveyed along the Big Sooeey ditch North towards St. Johns River. The activity proposed in this service area will involve improvements to the drainage ditches and conveyance structures, which feed into the Big Sooeey Drainage ditch. Improvements will help relieve flooding that impact residents of the Hastings area. Improvements will also be made to the hydraulic capacity of the culvert crossings and the Big Sooeey ditch to alleviate flooding in the area. It will also increase the hydraulic capacity of the Big Sooeey channel between North Main Street and East Ashland Avenue.

The scope of work to be carried out in the project area is as follows:

  - i. Complete an Environmental Review of the project area
  - ii. Procure a design contractor to develop project plans
  - iii. Procure a contractor to perform the construction
  - iv. Obtain permits as needed for construction of storm water system improvements
  - v. Raise the roadway on E St. Johns Avenue and N. Orange Street south of E St. Johns Avenue
  - vi. Construct a new roadway drainage system under the raised roadways
  - vii. Replace the existing culvert under North Main Street and Wilson Road
  - viii. Replace Corrugated Metal Pipes (CMP) with triple Elliptical Reinforced Concrete Pipe (ERCP)
  - ix. Mill and resurface damaged roadways on either side of the replaced culverts
  - x. Widen the Big Sooeey channel
- d. Cypress Rd Stormwater Drainage Improvements
 

The project area is located near the intersection of St. Augustine Boulevard and Cypress Road, approximately 0.4 miles east of the Moultrie Creek crossing at State Road 207. The area is also known as Fox Creek.

The activity proposed in this service area includes construction of a stormwater collection system along the roadway to capture runoff from the roadway and adjacent properties.

The scope of work to be carried out in the project area are as follows:

- i. Planning
  - a Contractor Procurement
  - b Environmental Review
  - c Verify current storm water collection system information
- ii. Design
  - a Develop topographic survey
  - b Drainage calculations
  - c Obtain permits
  - d Develop Construction Plans
- iii. Construction
  - a Increase storm water channel capacity
  - b Replace culverts
  - c Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
  - d Construction of a new conveyance system to direct storm water based on construction plans

e. S. Holmes Blvd Drainage Improvements

The project area is located along South Holmes Boulevard and proposed improvements include: improve the drainage between South Holmes Boulevard and Smith Street south of West King Street; improve the drainage between South Holmes Boulevard and South Volusia Street along W 15th Street, Collier Boulevard, and Puryear Street; improving the drainage between Volusia Street and Duval Street between 7th and 13th Streets.

The activity proposed in this service area includes improvements consist of increasing the capacity of the storm water drainage system within portions of several neighborhoods of the service benefit area. The project will improve approximately 11,714 linear feet within the storm water drainage system. In addition, approximately 1,280 linear feet of pond improvements is proposed to collect and disperse storm water runoff.

The construction of the project is broken down into four phases: College Park, Clark Addition, Collier Heights, and Spanish Trail. The scope of work to be carried out in the project area is as follows:

- i. Planning
  - a Contractor Procurement
  - b Environmental Review
  - c Verify current storm water collection system information
- ii. Design
  - a Develop topographic survey
  - b Drainage calculations
  - c Obtain permits
  - d Develop Construction Plans
- iii. Construction
  - a Increase storm water channel capacity

- b. Replace the existing Elliptical Corrugated Metal Pipes (ECMP) with double 48" Elliptical Reinforced Concrete Pipe (ERCP)
- c. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
- d. Construction of a new conveyance system to direct storm water based on construction plans
- e. Expanding the existing pond and constructing a new storm water conveyance system to the pond
- f. Constructing a new storm water pond and new piped drainage system (The new storm water pond will be approximately 1.5 acres)

f. Kings Rd / Kings Estate Rd Drainage Improvements

The project area is located along Kings Road and Kings Estate Road.

The existing storm water infrastructure is inadequate for the developed area. In order to alleviate future flooding, this project proposes capacity improvements to the culverts under Kings Estate Road and Kings Road. The drainage improvements will also ensure first responders can effectively access residents and respond to any health and safety needs during rain events; as well allow residents to safely travel to work, schools, and stores during storm events.

The scope of work to be carried out in the project area are as follows:

i. Planning

- a. Complete an Environmental Review of the project area
- b. Procure a design contractor to develop project plans
- c. Verify current storm water collection system information
- d. Procure a contractor to perform the construction

ii. Design

- a. Develop topographic survey
- b. Conduct drainage calculations
- c. Obtain permits as needed for construction of storm water system improvements
- d. Develop Construction Plans

iii. Construction

- a. Replace Corrugated Metal Pipe (CMP) with double Reinforced Concrete Pipe (RCP)
- b. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed

g. Lake Maria Sanchez Flood Mitigation HMGP Match

The project area is located in the City of St. Augustine's core (approximately 200 acres), surrounding Lake Maria Sanchez. The City of St. Augustine is undertaking a flood mitigation project in the central portion of the City. The project has been funded with Hazard Mitigation Grant Program (HMGP) funding and CDBG-DR funds will be used as a 25% match for the project.

The project will provide an enhanced level of flood protection from increasing high tide events, storm surge, and future sea level rise by incorporating a combination of strategies: tidal backflow prevention valves, a new pump station, bulkhead, and stormwater conveyance improvements.

The scope of work to be carried out in the project area is as follows:

- i. Install Tidal Backflow prevention valves
- ii. Construct and install a new stormwater pump station
- iii. Install stormwater bulkhead
- iv. Construct stormwater conveyance improvements along Granada, Cordova, and Bridge Streets to Lake Maria Sanchez

h. S. Orange St Drainage Improvements

The project area is located along South Orange Street. The activity proposed in this service area includes construction of a stormwater collection system along the roadway to capture runoff from the roadway and adjacent properties. The runoff will be conveyed to an existing pond located at the southernmost end of South Orange Street. The drainage area associated with this improvement project incorporates approximately 40 residential properties along South Orange Street and the intersecting roadways.

The scope of work to be carried out in the project area is as follows:

- i. Planning
  - a. Contractor Procurement
  - b. Environmental Review
  - c. Verify current storm water collection system information
- ii. Design
  - a. Develop topographic survey
  - b. Drainage calculations
  - c. Obtain permits
  - d. Develop Construction Plans
- iii. Construction
  - a. Replace culverts
  - b. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
  - c. Constructing a new stormwater collection system in accordance with plans

i. N. Rodriguez St Drainage Improvements

The project area is located in the Oyster Creek watershed, near North Rodriguez Street and West King Street. The existing drainage system along Cathedral Place to N. Rodriguez Street and continuing east to the railroad tracks was impacted stormwater that bypassed and overtopped the system flooding single-family homes along the way.

The activity proposed in this service area involves performing an engineering study of the area, design and build improvements and/or modifications to the existing drainage system to alleviate flooding and provide proper drainage of the area.

The scope of work to be carried out in the project area is as follows:

- i. Planning
  - a. Contractor Procurement
  - b. Environmental Review
  - c. Verify current storm water collection system information
- ii. Design
  - a. Develop topographic survey
  - b. Drainage calculations
  - c. Obtain permits
  - d. Develop Construction Plans
- iii. Construction
  - a. Increase storm water channel capacity
  - b. Replace culverts
  - c. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
  - d. Construction of new conveyance system to direct storm water in accordance with plans
  - e. Constructing a new storm water pond in accordance with plans

j. Santa Rosa Stormwater Drainage Improvements

The project area is located in the area of the Santa Rosa subdivision along Murillo Avenue, Estrada Avenue down through Masters Drive.

The existing storm water infrastructure is undersized and inadequate for the developed area. This project proposes to relieve flooding issues in the drainage basin south of SR 16, improve the conveyance along Murillo Avenue and Estrada Avenue, and create conveyance capacity improvements at the Masters Drive outfall. This project will help alleviate flooding issues that would potentially inhibit access to a primary emergency evacuation route (SR 16).

The scope of work to be carried out in the project area is as follows:

- i. Planning
  - a. Complete an Environmental Review of the project area
  - b. Procure a design contractor to develop project plans
  - c. Verify current storm water collection system information
  - d. Procure a contractor to perform the construction
- ii. Design
  - a. Develop topographic survey
  - b. Perform drainage calculations
  - c. Obtain permits as needed for construction of storm water system improvements
  - d. Develop construction plans
- iii. Construction
  - a. Construct a new system to direct storm water toward the San Sebastian River
  - b. Add new culverts along Arthur Street

- c. Replace the existing 15" and 18" culverts with 24" RCP along Abbey Avenue, Varella Avenue, El Rey Avenue, and Menecal Avenue
  - d. Construct a new Reinforced Concrete Pipe (RCP) system along Estrada Avenue from El Ray Avenue to Murillo Avenue
  - e. Upsize the existing RCP outfall to the San Sebastian River
  - f. Construct additional RCP along Murillo Avenue
  - g. Replace the existing culverts with double box culverts. The new culverts will have headwalls that are out of the clear zone.
  - h. Mill and resurface roads on either side of the culvert replacements, regrade roads as needed
- k. Hastings Phases I, II, III Sewer Improvements
- The waste water treatment system including pipes and treatment plant suffered severe damage due to excessive flooding. Much of the existing pipe network is made up of Vitrified Clay Pipe (VCP). The increased flooding from the storm events caused groundwater inflow and infiltration which overloaded the sanitary sewer system. Wastewater Treatment Facility (WWTF) pump reports indicated the system far surpassed its functional capacity during Hurricane Matthew causing severe stress and overflow to the entire system. These proposed activities will alleviate sanitary sewer system overflows by improving the condition of the sanitary sewer system. The project is broken into three phases:
- i. Phase I involves inspecting the existing sanitary sewer and applying cured in place pipe (CIPP) liner.
    - a. Clean and inspect approximately 36,982 LF of sanitary sewer
    - b. Install Cast In-Place liner (CIPP) on approximately 14,943 LF of vitrified clay sewer (VCP)
    - c. Restore approximately 50 manholes within the collection system
  - ii. Phase II involves the repair and rehabilitation of three lift stations.
    - a. Repair and rehabilitate three sanitary sewer lift stations, which will include:
      - i. Bypass Pumping
      - ii. Demolition of old lift station
      - iii. Installation of interior pump guide rails and accessories
      - iv. Replacement of pumps
      - v. Relining existing wet wells and manhole
      - vi. New force main piping, valves, and appurtenances and connection to existing force main
      - vii. Installation of permanent diesel engine backup pump
      - viii. Installation of disconnect switch and emergency generator receptacle
      - ix. Electrical and instrumentation
      - x. Fencing and site work
  - iii. Phase III involves expanding the surge capacity of the WWTF.
    - a. Planning
      - i. Contractor Procurement
      - ii. Environmental Review
      - iii. Verify current WWTF system information
    - b. Design



- i Develop and evaluate surge capacity alternatives
- ii Design calculation
- iii Obtain permits
- iv Develop Construction Plans
- c Construction
  - i Mobilization
  - ii Constructing new facility components in accordance with plans

All three project phases will include:

- i. Complete environmental review of the project area
- ii. Procure a design contractor to develop project plans
- iii. Procure a contractor to perform the construction
- iv. Obtain permits as needed for construction

II. **SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described in the Scope of Work herein, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. The Subrecipient shall agree to provide and maintain a written budget ("Project Detail Budget") subject to the approval of DEO, which shall identify the maximum reimbursement allowed for the Deliverables and Tasks described in Section IV. - Deliverables. The Subrecipient shall also agree to provide and maintain an Activity Work Plan, in conformity with the current example attached hereto as Attachment C, detailing activities involved in the successful completion of the Deliverables and Tasks described in the Scope of Work herein. The Activity Work Plan must be approved by DEO prior to beginning work on activities identified in the Activity Work Plan and before any reimbursement request will be approved. The Project Detail Budget and the Activity Work Plan may be subsequently modified by the unilateral determination of DEO or by mutual consent of the parties.

A. CDBG-DR Program Design and Implementation

St. Johns County will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects identified in the Scope of Work, Section I, to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew, including:

1. Complete any necessary Procurement, Engagement of Vendors, and Closing procedures for services for proposed improvements identified in the Scope of Work, which may include the following components:
  - Prepare statement of work for contractor bid;
  - Prepare and advertise procurement documents;
  - Pre-construction site visit;
  - Review and respond to procurement questions;
  - Revise bid documents, as necessary;
  - Review submissions and select contractor;
  - Conduct debarment check and contractor licensing;
  - Award bid;
  - Execute agreement with contractor;
  - Review and modify agreement and award amounts;

- Closing coordination;
  - Prepare and receive escrow, as applicable.
2. Complete program/project design and process maps and plans for launch of project and program services identified in the Scope of Work including:
    - Applicant Case Management;
    - Procurement Plan;
    - Construction Management;
    - Property Management;
    - Operations Management Plan;
    - Staffing Plan and Organization Chart;
    - Finance, Compliance and Reporting.
  3. Develop and operate an Interim system record and applicant case and construction project tracking system.
  4. Complete and submit update of unmet needs data assessment for Housing Program, Multi-Family New Construction Program, and Infrastructure Program.
  5. Complete and submit revised project budget detail based on updated unmet needs assessment.
  6. Provide ongoing project implementation and compliance management supervision, support and reporting services.
  7. Perform Intake of applicants and assist in process, which may include the following components:
    - Intake registration and application processing;
    - Phone calls and/or in-person meetings with applicants;
    - Assist applicants with proper documentation;
    - Review and analyze submitted documentation;
    - Analyze for priority, as applicable.
  8. Perform Eligibility analysis for proposed improvements identified in the Scope of Work, which may include the following components:
    - Perform application authorizations;
    - Policy and procedure development;
    - Perform damage assessment and cost estimates;
    - Service area eligibility determination;
    - Confirm ownership;
    - Confirm primary residence;
    - Identify priority status;
    - Identify tieback to disaster;
    - Income Certifications;
    - National Objectives Determination;
    - Determine activity eligibility;
    - Confirm eligibility of prospective occupants to the affordable rental activity.
  9. Perform Duplication of Benefits (DOB) analysis for proposed improvements identified in the Scope of Work, which may include the following components:
    - Perform Federal Emergency Management Agency (FEMA) data analysis;
    - Perform U. S. Small Business Administration (SBA) data analysis;

- Perform National Flood Insurance Program (NFIP) data analysis;
  - Perform Private Insurance data analysis;
  - Perform other assistance analysis;
  - Analyze spent funds;
  - Verify funds were spent for their intended purpose;
  - Analysis of local funding source;
  - Complete DOB review;
  - Complete DOB final worksheet.
10. Perform Review and Approval of applicants for proposed improvements identified in the Scope of Work, which may include the following components:
- Review applicant files for completeness;
  - Determine final applicant eligibility/award amount;
  - Issue grant award to eligible applicant;
  - Applicant appeal process.
11. Complete Environmental Review Record (ERR) for proposed improvements identified in the Scope of Work, which may include the following components:
- Analyze applicant housing to determine proper ERR;
  - Inspection of property;
  - Inspection of project site;
  - Complete tier 1 review;
  - Complete tier 2 review;
  - Complete phased reviews and environmental assessments;
  - Complete and analyze lead-based paint testing, as applicable;
  - Complete and analyze asbestos testing, as applicable.
12. Perform Final Scope and Feasibility assessment for proposed improvements identified in the Scope of Work, which may include the following components:
- Revise scope for State Historic Preservation Office (SHPO) requirements;
  - Revise scope for lead-based paint mitigation, as applicable;
  - Revise scope for asbestos mitigation, as applicable;
  - Revise scope for elevation requirements, as applicable;
  - Revise scope for unforeseen repairs (Housing Quality Standards, building code requirements, etc.);
  - Analyze for cost reasonableness and feasibility of the project;
  - Complete and review final inspection reports.
13. Comply with applicable Reporting requirements, which may include the following:
- Labor standards;
  - Environmental review;
  - Section 3;
  - Uniform Relocation Act.

## B. Housing Program

1. Housing Rehabilitation and Reconstruction Program
  - a. Complete all necessary Temporary Relocation Assistance for the proposed improvements identified in the Scope of Work, Section I.A., which may include the following components:
    - Document eligibility of expenses;
    - Distribute funds.
  - b. Complete Construction of proposed rehabilitation and/or reconstruction improvements identified in the Scope of Work, Section I.A., which may include the following components:
    - Notice to Proceed (NTP);
    - Contractor obtains all permits and utility costs;
    - Conduct inspections (based on a percentage complete when requesting payment);
    - Conduct final walkthrough;
    - Process payments.
  - c. Complete grant agreement Closeout Package
    - Complete final inspection report;
    - Review project files prior to final closeout;
    - Compile and submit closeout documentation.

2. Voluntary Buyout Program
  - a. Complete all necessary Closing for the proposed activities identified in the Scope of Work, Section I.A., which may include the following components:
    - Conduct title and lien searches;
    - Uniform Relocation Act compliance, when applicable
    - Recording fees
    - Perform homeowner buyout
    - Perform homeowner incentives, as applicable
    - Execute closing documents.
  - b. Complete Demolition of activities identified in the Scope of Work, Section I.A., which may include the following components:
    - Notice to Proceed (NTP);
    - Contractor obtains all permits and utility costs;
    - Conduct inspections (based on a percentage complete when requesting payment);
    - Conduct final walkthrough;
    - Process payments.
  - c. Complete grant agreement Closeout Package
    - Complete final inspection report;
    - Review project files prior to final closeout;
    - Compile and submit closeout documentation.

C. Multi-Family New Construction Program

1. State Road 207 Supportive Housing Complex and Integrated Service Center

- a. Complete Construction of proposed new multi-family construction improvements and integrated service center identified in the Scope of Work, Section I.B., which may include the following components:
    - Development of plans and design;
    - Notice to Proceed (NTP);
    - Contractor obtains all permits and utility costs;
    - Conduct inspections (based on a percentage complete when requesting payment);
    - Monitoring and construction management of the project;
    - Construction of facility;
    - Conduct final walkthrough;
    - Process payments;
    - Lease up of constructed units and certification of occupancy;
    - Property management assignment and performance.
  - b. Complete grant agreement Closeout Package
    - Complete final inspection report;
    - Review project files prior to final closeout;
    - Compile closeout documentation.
2. Hastings Supportive Housing Complex and Integrated Service Center
- a. Complete Construction of proposed new multi-family construction improvements and integrated service center identified in the Scope of Work, Section I.B., which may include the following components:
    - Development of plans and design;
    - Notice to Proceed (NTP);
    - Contractor obtains all permits and utility costs;
    - Conduct inspections (based on a percentage complete when requesting payment);
    - Monitoring and construction management of the project;
    - Construction of facility;
    - Conduct final walkthrough;
    - Process payments;
    - Lease up of constructed units and certification of occupancy;
    - Property management assignment and performance.
  - b. Complete grant agreement Closeout Package
    - Complete final inspection report;
    - Review project files prior to final closeout;
    - Compile closeout documentation.

D. Infrastructure Program

1. Drainage
  - a. Complete all necessary Engineering Services for the proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
    - Provide a cost estimate of the project;
    - Assess sites for the project;

- Develop the plan drawings for the project;
  - Site surveys;
  - Environmental testing;
  - Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights;
  - Gather necessary data and file maps;
  - Conduct environment assessments or environmental impact statements;
  - Conduct activities required to obtain state and federal regulatory agency construction permits;
  - Design hookups;
  - Engineering specialties such as electrical, hydro-geological services, biologists, heating, ventilation, and air conditioning (HVAC).
- b. Complete Construction of proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
- Notice to Proceed (NTP);
  - Site clearing;
  - Contractor obtains all permits and utility costs;
  - Replacement of culverts;
  - Construction of drainage improvements listed in the scope of work;
  - Expansion and/or construction of stormwater ponds;
  - Conduct inspections (based on a percentage complete when requesting payment);
  - Process payments.
- c. Complete grant agreement Closeout Package
- Engineering certifications;
  - Complete final inspection report;
  - Review project files prior to final closeout;
  - Compile closeout documentation.
2. Sewer
- a. Complete all necessary Engineering Services for the proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
- Provide a cost estimate of the project;
  - Assess sites for the project;
  - Develop the plan drawings for the project;
  - Site surveys;
  - Environmental testing;
  - Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights;
  - Gather necessary data and file maps;
  - Conduct environment assessments or environmental impact statements;
  - Conduct activities required to obtain state and federal regulatory agency construction permits;
  - Design hookups;

- Engineering specialties such as electrical, hydro-geological services, biologists, heating, ventilation, and air conditioning (HVAC).
- b. Complete Construction of proposed infrastructure improvements identified in the Scope of Work, Section I.C., which may include the following components:
  - Notice to Proceed (NTP);
  - Site clearing;
  - Contractor obtains all permits and utility costs;
  - Replacement of culverts;
  - Construction of drainage improvements listed in the scope of work;
  - Expansion and/or construction of stormwater ponds;
  - Conduct inspections (based on a percentage complete when requesting payment);
  - Process payments.
- c. Complete grant agreement Closeout Package
  - Engineering certifications;
  - Complete final inspection report;
  - Review project files prior to final closeout;
  - Compile closeout documentation.

III. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

IV. **DELIVERABLES:** The Subrecipient agrees to provide the following services as specified:



<b>Deliverable 1</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>CDBG-DR Program Design and Implementation</b> The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.A.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.A; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable.	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>Deliverable 2</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Housing Program</b> The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.B.	The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.B; per payment request, as evidenced by invoice(s) noting completed tasks with supporting documentation, as applicable.  The Subrecipient shall be reimbursed upon completion of a minimum of 15 percent of the rehabilitation/reconstruction activities for each project. As evidence of percent completion, the Subrecipient shall provide completed documentation of percent complete for the housing unit and the	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.

	associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project.	
<b>Deliverable 3</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Multi-Family New Construction</b> The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.C.	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.C; per payment request, as 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 the new construction activities. As evidence of percent completion, the Subrecipient shall provide completed documentation of percent complete for the unit and the associated costs, signed by the contractor and certified by the architect.</p>	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>Deliverable 4</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Infrastructure Program</b> The Subrecipient shall complete eligible Project Deliverable Tasks as detailed in Section II.D.	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one Project Deliverable Task as detailed in Section II.D; per payment request, as 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 the Project Deliverable Tasks section below. 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>	Failure to perform minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>AWARD AMOUNT NOT TO EXCEED \$89,632,120.00</b>		

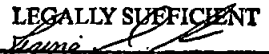


9. All other terms and conditions remain in effect.

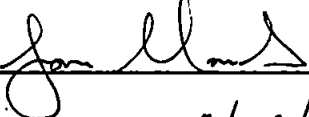
IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement H2338, as amended. This Amendment is effective on the date the last Party executes this Amendment.

<b>ST. JOHNS COUNTY</b>	<b>DEPARTMENT OF ECONOMIC OPPORTUNITY</b>
SIGNED: 	SIGNED: 
<b>MICHAEL D. WANCHICK</b>	<b>KEN LAWSON</b>
<b>COUNTY ADMINISTRATOR</b>	<b>EXECUTIVE DIRECTOR</b>
DATE: 9/19/19	DATE: 9-27-19

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

LEGALLY SUFFICIENT  
  
Name  
Date: 9/18/19

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By:   
Approved Date: 9/26/19



RESOLUTION NO. 2019- 280

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE AND IMPLEMENT AN AMENDMENT TO THE SUBRECIPIENT CONTRACT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, UNDER THE PROVISIONS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM AND TO RECOGNIZE AND APPROPRIATE WITHIN THE FY 2020 COUNTY BUDGET.**

**RECITALS**

**WHEREAS**, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017), 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 Florida Department of Economic Development (hereinafter referred to as "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; and

**WHEREAS**, HUD has awarded the County through DEO a grant in the amount of \$89,632,120.00 to assist the County in providing assistance to residents impacted by Hurricane Matthew in accordance with the DEO Action Plan; and

**WHEREAS**, DEO authorized the use of \$45,837,520.00 through a Subrecipient Agreement executed on March 1, 2018; and

**WHEREAS**, the remaining \$43,794,600.00 funds is be released to the County through an amendment to the original Subrecipient Agreement; and

**WHEREAS**, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons; and

**WHEREAS**, the award of CDBG-DR funds was not anticipated during the adoption of the Fiscal Year 2020 budget and therefore needs to be recognized and appropriated in the amount of \$43,794,600.00.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**Section 1. Incorporation of Recitals.**

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

**Section 2. Approval and Authority to Execute.**

The Board of County Commissioners hereby adopts the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to execute the agreement substantially in the same form as attached on behalf of the County.

**Section 3. Authority to Implement.**

The Board of County Commissioners authorizes the County Administrator to take the necessary steps to implement the Amendment to the Subrecipient Contract.

**Section 4. Correction of Errors.**

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County this 12<sup>th</sup> day of September, 2019.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY**

By: Paul M. Waldron  
Paul M. Waldron, Chair

**ATTEST: HUNTER S. CONRAD, CLERK**

By: Sam Salterman  
Deputy Clerk

RENDITION DATE 9/17/19

