

AGREEMENT NUMBER: H2338

**AMENDMENT ONE
TO COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)
SUBGRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ST. JOHNS COUNTY, FLORIDA**

On March 1, 2018, the State of Florida, Department of Economic Opportunity ("DEO"), and St. Johns County, Florida ("Subrecipient"), entered into Agreement H2338 for \$45,837,520.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew. DEO and the Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section (4), Modification of Agreement, provides that any amendment to the Agreement shall be in writing and duly signed by the Parties thereto; and

WHEREAS, the Parties want to amend the Agreement as set forth herein in order to ensure compliance with all applicable laws, rules, and regulations;

NOW THEREFORE, the Parties agree as follows:

- 1. Attachment F – State and Federal Statutes, Regulations, and Policies, Paragraph X titled "Section 3 of the Housing and Urban Development Act of 1968", page 37 of the Agreement, is hereby deleted in its entirety and replaced with the following:**

X. Section 3 of the Housing and Urban Development Act of 1968

1. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(A) defines the term "low-income families" to mean: "families [including single persons] whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families."
2. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(B) defines the term "very low-income families" to mean: "families [including single persons] whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50

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per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes".

3. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC § 1701u, and carry out its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" from 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u titled "Economic Opportunities for Low- and Very Low-Income Persons" (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
4. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 titled "Numerical goals for meeting the greatest extent feasible requirement":

24 CFR 135.30 (b)(3). Recipients of section 3 covered community development assistance, and their contractors and sub contractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
- (ii) 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

24 CFR 135.30 (c) *Contracts*. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold

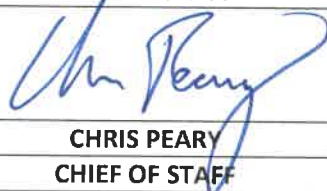
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specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

2. All other terms, conditions, and provisions of the Agreement remain in effect.

IN WITNESS THEREOF, 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 signs this Amendment.

ST. JOHNS COUNTY, FLORIDA	FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:	SIGNED:
	
MICHAEL D. WANCHICK	CHRIS PEARY
COUNTY ADMINISTRATOR	CHIEF OF STAFF
DATE:	DATE:
7-10-18	7.30.18

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

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OFFICE OF THE COUNTY ATTORNEY
ST. JOHNS COUNTY, FLORIDA

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC
OPPORTUNITY

By:



By:

C. Hask

Approved Date: 7-6-18

Approved Date: 7-24-2018