

**AMENDMENT ONE****TO THE FEDERALLY FUNDED  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY (CDBG-DR) HOMETOWN REVITALIZATION  
PROGRAM (HURRICANE MICHAEL)  
SUBRECIPIENT AGREEMENT**

On May 16, 2022, the State of Florida, Department of Economic Opportunity (“DEO”), and the City of Marianna, Florida (“Grantee”) entered into Agreement M0047 (“Agreement”). DEO 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; 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. Attachment A – Scope of Work, is hereby deleted and replaced with the following:

**1. PROGRAM DESCRIPTION:** The Florida Department of Economic Opportunity (DEO) allocated \$58,911,123.17 in funding for the Rebuild Florida Hometown Revitalization Program through the Community Development Block Grant — Disaster Recovery (CDBG-DR) Program by the U.S. Department of Housing and Urban Development (HUD) to address unmet disaster recovery needs related to damage from Hurricane Michael. Federal Register requirements clearly state that funds may only be used for disaster relief and long-term recovery in communities affected by the specified disaster. Requirements also specify that funds are directed to areas with the greatest need. All CDBG-DR-funded eligible activities must tie to storm damage as specified in, but not prior to, the Presidential Disaster Declaration 4399 for Hurricane Michael, which made landfall in Florida on October 11, 2018.

Projects must meet a CDBG-DR National Objective such as: providing a benefit to LMI persons, Slum and Blight prevention or elimination, or addressing an Urgent Need. Additional information on National Objectives can be found in the Federal Register, Volume 85, No.17.

Projects eligible for funding under this program include:

- Public facility improvements including streetscapes, lighting, sidewalks, and other tangible improvements.
- Acquisition, demolition, site preparation, or rehabilitation of commercial structures carried out by a unit of local government.

- Assistance to small businesses for rehabilitation and physical improvements to their places of business. It includes façade improvements to private or public structures in commercial area.
- 2. PROJECT DESCRIPTION:** The City of Marianna, Florida, has been awarded Seven Million Three Hundred Sixty-Eight Thousand Three Hundred Forty-Two Dollars and Zero Cents (\$7,368,342.00) in CDBG-DR funding to complete commercial revitalization disaster recovery support to both private businesses and the public corridors that were critically damaged during Hurricane Michael. This will include acquisition and demolition of dilapidated structures, reconstruction of a historic building that is significant to the welfare of the downtown commercial district, direct assistance for reconstruction and repair of businesses critically impacted by Hurricane Michael, and reconstruction and revitalization of public streetscapes on Lafayette, Market and St. Andrews Streets in the commercial district of the City of Marianna, Florida.
- 3. SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support its programs and projects to help people, properties, and communities recover from Hurricane Michael storm-related damage as follows:
- A. Complete and submit to DEO within forty-five (45) days of Agreement execution, a staffing plan for the Subrecipient's CDBG-DR Program that includes:
    - 1. Organizational chart;
    - 2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors; and
    - 3. Scope of work and procurement plan for all contracted staff, vendors, and contractors.
  - B. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager within forty-five (45) days of Agreement execution:
    - 1. Procurement policies and procedures that incorporate 2 CFR Part 200.3 17-327;
    - 2. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules;
    - 3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO policies;
    - 4. Policies and procedures that at a minimum, include information about the Hometown Revitalization Program application process, application requirements, underwriting criteria, compliance requirements, and reporting methodology.
    - 5. Policies and procedures to detect and prevent fraud, waste, and abuse that describe how the Subrecipient will verify the accuracy of applicant information, and includes a monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).
    - 6. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

- C. Establish and administer a system of record and production and grants management reporting systems within forty-five (45) days of Agreement execution.
- D. Complete and submit a Project Detail Budget (Attachment B) for approval by DEO no later than thirty (30) days after the execution of the Subrecipient Agreement.
- E. Complete and submit an Activity Work Plan (Attachment C) for approval by DEO no later than thirty (30) days after the execution of the Subrecipient Agreement.
- F. Maintain organized Subrecipient Agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Hometown Revitalization Program Guidelines and Design, Action Plan, Action Plan Amendments, and Federal, State and local laws.
- H. Attend fraud related training when available by HUD OIG to help enable the proper management of CDBG-DR grant funds.
- I. Update all applicable Hometown Revitalization Program policies and procedures as needed and upon DEO request.
- J. Complete procurement of all vendors for internal grant management and compliance and for direct program and project production, including:
  - 1. Selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration;
  - 2. Selection of vendors, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;
  - 3. Selection of vendors, subrecipients, and/or staff that will be responsible for managing land and structure buyout; and,
  - 4. Selection of vendors, subrecipients, and/or staff that will be responsible for appraisal, environmental review, title services, and legal services.
- K. Meet or exceed federal underwriting standards. Subrecipients must establish underwriting criteria that, at a minimum, complies with CDBG underwriting criteria found at 24 CFR 570.209. Project costs must be demonstrated to be reasonable. All other sources of financing must be committed or otherwise unavailable to the applicant. Project costs must be need-based, and documentation must be sufficient to prove that CDBG funds will not supplant non-federal funding or support.
- L. Include the following statement on all program maternal and applications “Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.”
- M. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Michael, and any future funds allocated for Hurricane Michael, that are provided by DEO, receive the required environmental clearance from DEO prior to committing CDBG-DR funds.
- N. Evaluate each grant applicant for the potential for duplication of benefits and decline any grant amount that would constitute such a duplication.

- O. Develop and submit a monthly revised, detailed timeline for implementation consistent with the milestones outlined in the Hometown Revitalization Program Guidelines and report actual progress against the projected progress.
- P. Develop and submit both a monthly and quarterly report to DEO by the 10th day of the following month or quarter. Reports should outline the progress made to date, the projected activities to be completed in the upcoming month or quarter, and any risks or issues identified for the delivery of the project. The reports must include metrics that demonstrate the implementation costs to date with projected spending, and any other information DEO determines is necessary.
- Q. Obtain approval from DEO and FEMA before conveying ownership.
- R. Provide scope of land use in accordance with DEO's direction, prior to closing.
- S. Enforce the proper land use according to 83 Fed. Reg. 5863 in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.
- T. Enforce and monitor all deed restrictions.
- U. Approve the conveying of property and the proper use of land.
- V. Utilize a certified appraiser for each property that is eligible to be acquired.
- W. Utilize a certified damage inspector, insurance adjuster reports, or similar documentation to assess damages of each property to assure that damages were caused by Hurricane Michael.

#### **4. ELIGIBLE TASKS AND DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

##### **A. Deliverable 1 - Program Implementation**

1. Project Management is to ensure the proper management and that there is no duplication of benefits. Ensure project is tracked properly by budget, personnel, and hours. Project Manager will be the liaison between the Subrecipient, the Contractor, and the Architect/Engineer (A/E).
2. Ensure compliance with Section 3 to include Pre-Bid Training of potential bidders; Bidding Oversight and Selection of Section 3 Preference; Pre-Construction Documentation & Training of Contractor; Weekly Monitoring for new Section 3 Hires; Monthly Section 3 Reporting from Contractors, and Section 3 Reporting to FDEO/HUD).
3. Performance of Fair Housing activities, i.e., Fair Housing Month Proclamation and Resolution; letters to bankers and realtors; and postings at Government Center and Library.
4. Reviews of compliance with Davis Bacon Labor Standards. Includes: Verification of Certified Weekly Payrolls; Employee Interviews and Site Inspections; and Training Contractor Personnel on Davis Bacon.
5. Construction Oversight: Includes oversight of the Engineer/Architect of the project to ensure the project is on schedule and within budget; serving as the liaison between Subrecipient & A/E if problems arise; and conducting occasional site inspections.
6. Construction Inspections – Conduct physical inspections to ensure project complies with engineering design and working drawings.

7. Financial Oversight - Contractors and A/E invoices will be Q/C to ensure they are correct and within budget before being processed on a Request for Reimbursement (RFR). All budget modifications will be prepared by the Project Manager).
8. Data and Document Management - All records will be kept on site in hard and electronic versions for review by FDEO/HUD).
9. Create and submit all required Semi-Annual Reports, Quarterly Reports and other required reports.
10. Conduct activities associated with the required environmental review as required by 24 CFR 50.4, 58.5 and 58.6.

**B. Deliverable 2 - Engineering Services**

Subrecipient may complete the following at each of the individual sites:

1. Hire Florida-licensed engineer(s)/architect(s) to perform any of the eligible services identified below for these eligible sites: Marianna Office Supply Bldg.; Art Factory Bldg.; McCoy's Outdoors; Oceanside Title; Quality Care Services; Chipola Engineering; All2Gether Salon; Top Notch Creations; Public Facility Improvements to Market Street; Public Facility Improvements to Lafayette Street; Public Facility Improvements to St. Andrew Street; Property located at 4436 Lafayette Street; and Regions Park.
2. Provide Preliminary Engineering Services:
  - a. Provide a cost estimate of the project.
  - b. Assess sites for the project.
3. Provide Basic Engineering Services:
  - a. Develop the project's design drawings and working plans.
  - b. Develop the project specifications.
  - c. Develop the project's bid documents.
  - d. Prepare permit applications.
  - e. Attend pre-bid/pre-construction conference.
  - f. Prepare change orders.
  - g. Review construction bids and make recommendations to the Recipient.
4. Provide additional Engineering Services:
  - a. Conduct site surveys for construction, buildings, and other similar special surveys as may be required, such as route surveys.
  - b. Conduct laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer.
  - c. Conduct property surveys.
  - d. Develop detailed description of sites, maps, drawings, or estimates related to them.
  - e. Conduct redesigns to reduce the project cost to be within the funds available.

- f. Appear before court or boards on matters of litigation or hearings related to the project.
- g. Conduct environmental assessments or environmental impact statements.
- h. Perform detailed staking necessary for construction of the project in excess of the control staking.
- i. Provide an operation and maintenance manual for a facility.
- j. Conduct activities required to obtain state and federal regulatory agency construction permits.
- k. Design hookups.
- l. Pay the cost of engineering specialties such as electrical, hydro-geological services, biologists, heating, ventilation, and air conditioning.

### **C. Deliverable 3 – Construction**

Hire Florida licensed contractor(s) to perform construction services in accordance with design plans, working drawings and specifications as approved by DEO for each of the following sites:

#### **1. Marianna Office Supply Building**

- a. Conduct interior demolition in accordance with approved plans.
- b. Perform hazardous material abatement in accordance with current rules and regulations.
- c. Perform structural remediation where necessary to conform to present zoning laws.
- d. Repair or replace existing roof to ensure it meets or exceeds American Society of Civil Engineer Standards (ASCE) 7-16.
- e. Repair or replace existing exterior doors and windows to ensure they meet or exceed ASCE Standards 7-16; repair or replace interior doors and windows in compliance with current building code.
- f. Repair or replace existing flooring in compliance with current building code.
- g. Repair, replace, or upgrade interior and exterior electrical services to comply with current building code.
- h. Repair or replace interior and exterior lighting ensuring compliance with current building code.
- i. Repair or replace existing Heating Ventilation and Air Conditioning (HVAC) system(s) and associated ductwork, electrical work or other components to ensure efficient operation and compliance with existing building code.
- j. Repair or replace fire protection utilities to ensure they are in good working order and in compliance with current building and National Fire Protection Association (NFPA) code.
- k. Repair or replace plumbing and associated components to ensure compliance with current building codes.
- l. Repair or replace interior walls and ceilings to ensure they meet current building code.
- m. Complete necessary repairs of interior and exterior finishes.

- n. Paint interior and exterior surfaces.
  - o. Repair or replace disturbed utilities, landscaping, or other improvement disturbed during project activity.
  - p. Install interior and exterior signage.
2. Art Factory Building:
- a. Conduct interior demolition in accordance with approved plans.
  - b. Perform hazardous material abatement in accordance with current rules and regulations.
  - c. Perform structural remediation where necessary to conform to present zoning laws.
  - d. Repair or replace existing roof to ensure it meets or exceeds American Society of Civil Engineer Standards (ASCE) 7-16.
  - e. Repair or replace existing exterior doors and windows to ensure they meet or exceed ASCE Standards 7-16 and repair or replace interior doors and windows in compliance with current building code.
  - f. Repair or replace existing flooring in compliance with current building code.
  - g. Repair, replace, or upgrade interior and exterior electrical services to comply with current building code.
  - h. Repair or replace interior and exterior lighting to ensure compliance with current building code.
  - i. Repair or replace existing Heating Ventilation and Air Conditioning (HVAC) system(s) and associated ductwork, electrical work, or other components to ensure efficient operation and compliance with existing building code.
  - j. Repair or replace fire protection utilities to ensure they are in good working order and in compliance with current building and National Fire Protection Association (NFPA) code.
  - k. Repair or replace plumbing and associated components to ensure compliance with current building codes.
  - l. Repair or replace interior walls and ceilings to ensure they meet current building code.
  - m. Complete necessary repairs of interior and exterior finishes.
  - n. Paint interior and exterior surfaces.
  - o. Repair or replace disturbed utilities, landscaping, or other improvement disturbed during project activity.
  - p. Install interior and exterior signage.
3. Quality Care Services:
- a. Conduct interior demolition in accordance with approved plans.
  - b. Perform hazardous material abatement in accordance with current rules and regulations.
  - c. Perform structural remediation where necessary to conform to present zoning laws.

- d. Repair or replace existing roof to ensure it meets or exceeds American Society of Civil Engineer Standards (ASCE) 7-16.
  - e. Repair or replace existing exterior doors and windows to ensure they meet or exceed ASCE Standards 7-16 and repair or replace interior doors and windows in compliance with current building code.
  - f. Repair or replace existing flooring to comply with current building code.
  - g. Repair, replace, or upgrade interior and exterior electrical services to comply with current building code.
  - h. Repair or replace interior and exterior lighting to comply with current building code.
  - i. Repair or replace existing Heating Ventilation and Air Conditioning (HVAC) system(s) and associated ductwork, electrical work or other components to ensure efficient operation and compliance with existing building code.
  - j. Repair or replace fire protection utilities to ensure they are in good working order and in compliance with current building and National Fire Protection Association (NFPA) code.
  - k. Repair or replace plumbing and associated components to comply with current building code.
  - l. Repair or replacement of interior walls and ceilings ensuring they meet current building code.
  - m. Complete necessary repairs of interior and exterior finishes.
  - n. Paint interior and exterior surfaces.
  - o. Repair or replace disturbed utilities, landscaping, or other improvement-disturbed during project activity.
  - p. Install interior and exterior signage.
4. Chipola Engineering:
- a. Perform structural remediation where necessary to conform to present zoning laws.
  - b. Repair or replace existing roof to ensure it meets or exceeds American Society of Civil Engineer Standards ASCE) 7-16.
  - c. Repair or replacement of interior/exterior walls where necessary ensuring they meet current building code.
  - d. Repair/replacement of any disturbed utilities, landscaping, or other improvement disturbed during project activity.
5. All2Gether Salon:
- a. Perform structural remediation where necessary to conform to present zoning laws.
  - b. Repair or replace existing roof to ensure it meets or exceeds American Society of Civil Engineer Standards ASCE) 7-16.
  - c. Repair or replace interior/exterior walls where necessary ensuring they meet current building code.



- d. Repair/replacement of any disturbed utilities, landscaping, or other improvement disturbed during project activity.
6. Top Notch Creations:
    - a. Conduct interior demolition in accordance with approved plans.
    - b. Perform hazardous material abatement in accordance with current rules and regulations.
    - c. Perform structural remediation where necessary to conform to present zoning laws.
    - d. Repair or replace existing roof to ensure it meets or exceeds American Society of Civil Engineer Standards (ASCE) 7-16.
    - e. Repair or replace existing exterior doors and windows to ensure they meet or exceed ASCE Standards 7-16; repair or replace interior doors and windows in compliance with current building code.
    - f. Repair or replace existing flooring in compliance with current building code.
    - g. Repair, replace or upgrade interior and exterior electrical services to comply with current building code.
    - h. Repair or replace interior and exterior lighting to comply with current building code.
    - i. Repair or replace existing Heating Ventilation and Air Conditioning (HVAC) system(s) and associated ductwork, electrical work, or other components to ensure efficient operation and compliance with current building code.
    - j. Repair or replace fire protection utilities to ensure they are in good working order and in compliance with current building and National Fire Protection Association (NFPA) codes.
    - k. Repair or replace plumbing and associated components to ensure compliance with current building code.
    - l. Repair or replace interior walls and ceilings to ensure they meet current building code.
    - m. Complete necessary repairs of interior and exterior finishes.
    - n. Paint interior and exterior surfaces.
    - o. Repair or replace disturbed utilities, landscaping, or other improvements disturbed during project activity.
    - p. Install interior and exterior signage.
  7. Public Facility Improvements to Market St. and St. Andrews St.:
    - a. Streetscaping (includes construction/creation of public parking and replacement/installation of signage).
    - b. Repair, replace, or install sidewalks.
    - c. Repair, replace, or install lighting.
    - d. Repair or replace any disturbed utilities, landscaping, or other improvements disturbed during project activity.
  8. Regions Park:

- a. Demolish existing damaged exterior wall and properly dispose of debris.
  - b. Perform structural remediation on existing exterior wall adjacent to damaged wall removal as necessary to conform to present zoning laws.
  - c. Paint/finish reconstructed exterior wall.
  - d. Create finished green space on vacant lot created by wall removal.
  - e. Repair or replace any disturbed utilities, landscaping, or any other improvements that were disturbed during project activity.
9. Public Facility Improvements to property located at 4436 Lafayette St.:
- a. Site preparation as identified in approved design plans and working papers.
  - b. Installation of vegetation to include turfgrass as identified in approved design plans and working papers.
  - c. Repair/install sidewalks as identified in approved design plans and working papers.
  - d. Install seating and fencing as identified in approved design plans and working papers.
  - e. Install appropriate signage as identified in approved design plans and working papers.
  - f. Repair/replace any disturbed utilities, landscaping, or other improvement that were disturbed during project activity.
  - g. Demolition activity and removal/disposal of debris shall be completed in accordance with plans and specifications as approved by DEO.

**D. Deliverable No. 4 — Acquisition**

Acquisition activity will be completed in accordance with the Uniform Relocation Act and DEO Guidelines for: the following properties:

1. Acquire the property located at 4423 Constitution Lane (Marianna Office Supply Building):
  - a. Prepare/distribute public notices.
  - b. Perform Phase I Environmental Site Assessment.
  - c. Provide legal services related to acquisition of the property (including closing, title search and deed).
  - d. File/record all associated documents with the Clerk of Court.
  - e. Obtain and review appraisal based upon independent cost estimate and market value.
  - f. Pay negotiated final property cost.
2. Acquire the property located at 4436 Lafayette Street:
  - a. Prepare/distribute public notices.
  - b. Perform Phase I Environmental Site Assessment.
  - c. Provide Legal services related to acquisition of the property (including closing, title search and deed).
  - d. File/record all associated documents with the Clerk of Court.

- e. Obtain and review appraisal based upon independent cost estimate and market value.
  - f. Pay negotiated final property cost.
3. Acquire the property located at Regions Park:
- a. Prepare/distribute public notices.
  - b. Perform Phase I Environmental Site Assessment.
  - c. Provide legal services related to acquisition of the property (including closing, title search and deed).
  - d. File/record all associated documents with the Clerk of Court.
  - e. Obtain and review appraisal based upon independent cost estimate and market value.
  - f. Pay negotiated final property cost.

**5. DEO RESPONSIBILITIES:**

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary in DEO's discretion.
  - B. Assign a Grant Manager as a point of contact for Subrecipient.
  - C. Review Subrecipient's invoices described herein and process them on a timely basis.
  - D. DEO shall monitor progress, review reports, and conduct site visits, as it determines necessary and at its sole and absolute discretion.
- DEO will process payments to Subrecipient.

**6. DELIVERABLES:**

**Subrecipient agrees to provide the following services as specified:**

<b>Deliverable No. 1 - Program Implementation</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Subrecipient shall provide Project Implementation activities as identified in Section 4.A. of this Scope of Work, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Deliverables 2 through 4 of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of any one task as identified in Deliverables 2 through 4 of this Scope of Work and as evidenced by submittal of the following documentation:	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.

	<ol style="list-style-type: none"> <li>1) Payroll documentation.</li> <li>2) Meeting minutes (if applicable).</li> <li>3) Sign-in sheets (if applicable).</li> <li>4) Presentation materials and financial records related to project activities (if applicable).</li> <li>5) Bid package (if applicable).</li> <li>6) Project files (if applicable).</li> <li>7) Documentation for and attendance of monitoring visits by DEO (if applicable).</li> <li>8) Copy of inspection reports (if applicable).</li> <li>9) Invoice package in accordance with Section 7 of this Scope of Work.</li> </ol>	
<b>Deliverable No. 1 Cost: \$444,319.00</b>		
<b>Deliverable No. 2- Engineering Services</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Subrecipient shall complete task as detailed in Section 4.B of this Scope of Work.	<p>Subrecipient may request reimbursement upon completion of a minimum of any one task or a percentage of completion (i.e., 20%, 40%, 60%, 80%, 100%) of any one task at each individual site as identified in Deliverables 4.B and as evidenced by submittal of the following documentation:</p> <ol style="list-style-type: none"> <li>1) Copies of final design plans and working drawings.</li> <li>2) Copies of all required permits. Invoice package in accordance with Section 7 of this Scope of Work.</li> </ol>	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.
<b>Deliverable No. 2 Cost: \$390,158.00</b>		

<b>Deliverable No. 3- Construction</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>

<p>Subrecipient shall complete task as detailed in Section 4.C of this Scope of Work.</p>	<p>Subrecipient may request reimbursement upon completion of 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% and 100% of the task per site listed in 4.C. of this Scope of Work. All reimbursement requests must be evidenced by submittal of the following documentation:</p> <ol style="list-style-type: none"> <li>1) AIA forms G702/ G703 or similar DEO-approved industry standard forms signed by the contractor and certified by the engineer performing inspection services for the project.</li> <li>2) Photographs of completed installation to date.</li> <li>3) Overall project completion percentage.</li> <li>4) Documentation of the costs for which reimbursement is being requested.</li> <li>5) Billing that reflects percentage of task completed at date of invoice.</li> <li>6) Invoice package in accordance with Section 7 of this Scope of Work.</li> </ol>	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.</p>
<p><b>Deliverable No. 3 Cost: \$6,098,865.00</b></p>		
<p><b>Deliverable No. 4- Acquisition</b></p>		
<p><b>Tasks</b></p>	<p><b>Minimum Level of Service</b></p>	<p><b>Financial Consequences</b></p>
<p>Subrecipient shall complete task as detailed in Section 4.D of this Scope of Work.</p>	<p>Subrecipient may request reimbursement upon completion of a minimum of any one task at each individual site as identified in Deliverables 4.D and evidenced by submittal of the following documentation:</p> <ol style="list-style-type: none"> <li>1) Billing that reflects percentage of task completed at date of invoice.</li> <li>2) Clear title and closing documents.</li> <li>3) Invoice package in accordance with Section 7 of this Scope of Work.</li> </ol>	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.</p>
<p><b>Deliverable No. 4 Cost: \$435,000.00</b></p>		
<p><b>Total Project Costs Not to Exceed: \$7,368,342.00</b></p>		

**COST SHIFTING:**

The deliverable amounts specified within the Deliverables table above are established based on the Parties' estimation of sufficient delivery of services that fulfill grant purposes under the Agreement in order to designate payment points during the Agreement Period. This is not however, intended to restrict DEO's ability to approve and reimburse allowable costs that the Subrecipient incurred in providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts. Amounts may not exceed 25% of each deliverable total funding amount. To make changes that exceed 25% of each deliverable total funding amount, a formal written amendment request from the Subrecipient, as described in MODIFICATION section of the Agreement, will be required. In no event will DEO reimburse costs that exceed the total amount of this Agreement.

**7. INVOICE SUBMITTAL**

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971 (1), F.S. and Section 5 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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

1. Subrecipient shall provide one invoice for services rendered during the applicable period of time. In any month in which no deliverable has been completed, Subrecipient will provide notice that no invoicing will be submitted.
2. The following documents shall be submitted with the itemized invoice:
  - a. 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 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement period;
  - b. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - c. 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;
  - d. Photographs of the project in progress and of completed work;
  - e. A copy of all supporting documentation for vendor payments; and
  - f. 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.
3. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO'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.

~ Remainder of this page is intentionally left blank ~

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement No. M0047 as amended. This Amendment is effective on the date DEO executes this Amendment.

<b>City of Marianna, Florida</b>	<b>DEPARTMENT OF ECONOMIC OPPORTUNITY</b>
SIGNED:	SIGNED:
<b>Allen Ward, II</b>	<b>MEREDITH IVEY</b>
<b>Mayor</b>	<b>ACTING SECRETARY</b>
DATE:	DATE:

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**

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_