

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

On **July 25, 2022**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and the **City of Chipley, Florida** (“Subrecipient”) entered into agreement **M0143** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section 4, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto;

WHEREAS the Agreement was previously amended on **April 26, 2023**; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.
2. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins July 25, 2022, (the “Effective Date”) and ends September 30, 2025, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce’s Deputy Secretary of the Division of Community Development approves such.

3. **Section 27, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:

(27) Employment Eligibility Verification

A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- C. If Subrecipient does not use E-Verify, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
4. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:
 3. The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).
5. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

Remainder of this Page intentionally left blank.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **M0143**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF CHIPLEY, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
TRACY L. ANDREWS	J. ALEX KELLY
MAYOR	SECRETARY
DATE:	DATE:

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

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____