

**AMENDMENT THREE  
TO THE FEDERALLY FUNDED  
COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR)  
REBUILD FLORIDA GENERAL INFRASTRUCTURE REPAIR PROGRAM  
SUBRECIPIENT AGREEMENT**

On **February 17, 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 **M0014** (“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; and

**WHEREAS** this agreement was amended on **June 15, 2022**, and **October 19, 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. Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

**(3) Period of Agreement.** This Agreement begins **February 17, 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.

**2. Attachment A, Project Description and Deliverables**, Section 7. Invoice Submittal is hereby deleted in its entirety and replaced with the following:

**7. INVOICE SUBMITTAL:**

Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) 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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

A. Subrecipient shall provide invoice(s) for services rendered during the applicable time period as defined in the deliverable table. In any month in which there have not been any completed deliverables, the subrecipient will provide notice that invoicing will not be submitted.

B. The following documents shall be submitted with the itemized invoice:

1. 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

- 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
  3. A copy of all supporting documentation for vendor payments; and
  4. 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.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.

The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Management Reporting 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.

**3. Attachment G – Reports**, Section 6, is hereby amended with the following:

6. Section 3 Quarterly Reporting Requirements. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

4. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

**IN WITNESS HEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Agreement **M0014** as amended. This Amendment is effective on the date the last Party signs this Amendment.

<b>CITY OF CHIPLEY, FLORIDA</b>	<b>DEPARTMENT OF COMMERCE</b>
Signed:	SIGNED:
<b>TRACY L. ANDREWS</b>	<b>J. ALEX KELLY</b>
<b>MAYOR</b>	<b>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 COMMERCE**

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

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