

**AMENDMENT TWO
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT**

On October 05, 2021, the State of Florida, Department of Economic Opportunity (“DEO”), and Pinellas County dba Board of County Commissioners, Florida (“Grantee”) entered into agreement MT028 (“Agreement”). DEO and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section 5, 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 Agreement was previously amended on September 21, 2022;


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, Project Description and Deliverables, is hereby deleted in its entirety and replaced with the following:
2. All other terms and conditions remain in effect.

~ Remainder Left Intentionally Blank ~

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement Number MT028, as amended. This Amendment is effective on the date the last Party signs this Amendment.

PINELLAS COUNTY DBA BOARD OF COUNTY COMMISSIONERS	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:  JANET C. LONG CHAIR	SIGNED: MEREDITH IVEY ACTING SECRETARY
DATE: July 18, 2023.	DATE:

ATTEST: KEN BURKE, CLERK

By: 



APPROVED AS TO FORM

By: Joseph Morrissey
Office of the County Attorney

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: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

In February 2021, HUD announced an additional \$46,900,000 in federal mitigation funding for Florida communities that experienced a major disaster in 2018, raising the total CDBG-MIT allocation to \$680,411,000. (86 FR 561).

This award had been granted under the **General Planning Support Program**. Projects eligible for, but not limited to, funding under this program are:

- Regional mitigation plans
- Modernization and resiliency planning
- Comprehensive, capital improvement, and community development plans
- Floodplain and wetland management plans
- Land use and urban environment plans
- Integration of mitigation plans with other planning initiatives

2. PROJECT DESCRIPTION:

The Pinellas County dba Board of County Commissioners has been awarded Nine Hundred Ninety Two Thousand Dollars and Zero Cents (\$992,000.00) in CDBG-MIT (Community Development Block Grant – Mitigation) funding to create a countywide flood mitigation action plan.

The plan will benefit local governments and other stakeholders by providing more precise data and additional mechanisms to address flood risk. Pinellas County represents 1 million inhabitants living in twenty-four municipalities. This effort will result in a robust dataset that will be used to educate the public and identify flood resilience strategies to benefit the county and its municipalities as a whole and encourage collaborative projects and policies. The project will be implemented through an internal project leadership team including County Administration, the Planning Division, and Public Works.

The expected start date is August 2021, and the project will take approximately 24 – 48 months to complete.

There are \$175,000 of leveraged funds included from NON-CDBG-MIT sources: FDHR Historic Resource Survey of Flood Hazard Areas, Phase 1 \$50,000.00; FDHR Historic Resource Survey of Flood Hazard Areas, Phase 2 \$50,000.00; FDEP Resilient Coastlines Program Planning Grant \$75,000.00; and County provided in-kind services \$25,000.00. An additional Pinellas County General Fund Appropriation of \$100,000.00 is pending approval.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the below items to DEO within thirty (30) calendar days of execution of the agreement:
 - 1) Organizational Chart with contact information;
 - 2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly

- report deadline;
- 3) Attachment B, Project Budget – Develop and submit to DEO a detailed budget for implementation of the project.
 - 4) Attachment C, Activity Work Plan - Develop and submit to DEO a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines. Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to DEO with your monthly report for review and approval by the DEO Grant Manager.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
- 1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 - 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to DEO ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

1. Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
2. Prepared procurement documents,

3. Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
4. Prepared and submitted public notices for publications,
5. Maintained financial records related to project activities on-site,
6. Conducted a Fair Housing activity,
7. Maintain project files,
8. Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
9. Prepared documentation for and attend on-site monitoring visits by DEO,
10. Prepared financial activity for submission to DEO,
11. Prepared and submitted to DEO detailed monthly and quarterly reports,
12. Prepared and submitted to DEO Section 3 reports,
13. Proof of responses to citizens' complaints,
14. Prepared subgrant modification document for submission to DEO for review and approval,
15. Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
16. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to DEO

B. Deliverable No. 2 – Complete a Countywide Flood Risk Assessment

Subrecipient shall:

1. Develop Precipitation Scenarios and Modeling
 - a. Determine future precipitation estimates under multiple climate scenarios and time horizons and for various durations and return periods;
 - b. Develop narratives (i.e., different plausible future climate conditions) for selected scenarios based on the precipitation process; and
 - c. Prepare project technical memorandum summarizing data, methods, results, and uncertainty.

Documentation: Copies of future precipitation estimates workbook and results; GIS Shapefiles and Geodatabase; Narratives describing plausible future climate conditions; and Technical memorandum document.
2. Conduct Groundwater Modeling
 - a. Development groundwater elevations with multiple sea level rise scenarios

Documentation: Technical memorandum summarizing methodology and results; GIS Shapefiles and Geodatabase.
3. Collect Terrestrial Light Detection and Ranging (LiDAR) and Imagery
 - a. Creation and release of procurement RFP package, plus consultant selection;
 - b. Imagery and LiDAR Cloud Database collection for county floodplain;
 - c. Inventory of Special Flood Hazard Area (SFHA) structure: (buildings) with first floor elevation GIS datapoints (geodatabase); and
 - d. Elevation Visualization Tool

Documentation: Proof of LiDAR database delivery; Technical Memorandum that includes summarizes of SFHA data collection; copies of presentation material used for visualization tool; and PDF of Final Report.
4. Develop Future Flood Risk Modeling in LMI Watersheds

- a. Update existing conditions hydrologic models within five (5) LMI watersheds based on Tasks 2 and 3;
- b. Assessment of critical SLR / precipitation combo models including critical duration analysis;
- c. Develop future flood elevation and related flood risk data (depth, velocity, hazard); and
- d. Prepare flood information geodatabase and other digital deliverables.

Documentation: Copies of Hydrological modeling worksheets and results; Critical duration results report; Technical memorandum describing future flood information elevation results and geodatabase; and copies of notes from technical meetings.

C. Deliverable No. 3 – Submit a Multi-decade countywide flood mitigation action plan.

Subrecipient shall:

1. Compile Community Asset Inventory & Perform Risk Assessment
 - a. Inventory of community-based assets and structures with the five (5) LMI watersheds;
 - b. Flood depth exposure analysis and risk rating tables for watershed inventory;
 - c. Prepare geodatabase and excel worksheets;
 - d. Conduct public workshops and / or online engagement; and
 - e. Prepare a Summary Report.

Documentation: Summary Report of inventoried community assets; Technical memorandum describing results of exposure analysis and geodatabase; copies of material from public outreach events/engagement.

2. Perform Adaptation & Mitigation Strategy Identification
 - a. Complete watershed-based climate risk/vulnerability assessment based on the flood exposure analysis and community infrastructure data;
 - b. Develop suite of mitigation scenarios;
 - c. Complete a benefit-cost analysis that determines which adaptation options are most cost-effective across the range of possible scenarios;
 - d. Develop a countywide adaptation plan that offers differing levels of protection to the asset/community; and
 - e. Conduct public workshops and/or online engagement.

Documentation: Copy of Technical memorandum summarizing watershed risk assessment results, mitigation scenarios, and benefit-cost analysis; Adaptation Plan Report; Material from public outreach/engagement.

3. Create Countywide Flood Mitigation Action Plan
 - a. Develop an Implementation Roadmap identifying key time frames, financing options and responsibilities, as well as guidelines for planning improvements; and
 - b. Develop a Countywide Flood Mitigation Action summarizing entire project.

Documentation: Copies of Roadmap document and supporting material; Finalized and approved Flood Mitigation Action Plan

4. Adopt Countywide Flood Mitigation Action Plan
 - a. Pass Resolution through the Pinellas County Board of County Commissioners

Documentation: Copy of Resolution; and Presentation Material.

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

Deliverable No. 1 – Project Implementation		
Tasks:	Minimum Level of Service:	Financial Consequences:
Subrecipient shall provide project implementation activities as identified in Section 4.A. of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Project Description and Deliverables; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost – \$200,000.00		
Deliverable No. 2 – Complete a Countywide Flood Risk Assessment		
Tasks:	Minimum Level of Service:	Financial Consequences:
Subrecipient shall complete tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: 1) Future precipitation estimates workbook; 2) GIS Shapefiles and Geodatabase; 3) Narratives of plausible future climate conditions; 4) Technical memorandum document to include: LiDAR data, SFHA data, Hydrological modeling results worksheet(s); and 5) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost – \$532,000.00		
Deliverable No. 3 – Submit a Multi-Decade Countywide Flood Mitigation Action Plan		
Tasks:	Minimum Level of Service:	Financial Consequences:
Subrecipient shall complete tasks as detailed in Section 4.C of the Scope of Work.	Subrecipient may request reimbursement upon completion of minimum of one (1) task in Accordance with Section 4.C of this Scope of Work evidenced by submittal of the following documentation: 1) Final Flood Mitigation Plan;	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	2) Technical Memo to include: watershed risk assessment summary, mitigation scenarios and cost benefit analysis; 3) Public meeting notice, attendance sign-in, presentation materials, resulting public comments/feedback; 4) Adaptation Resolution; and 5) Invoice package in accordance with Section 7 of this Scope of Work.	
		Deliverable 3 Cost – \$260,000.00
Total Project Costs Not To Exceed \$992,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO’s Grant Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

6. DEO’S 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 by DEO in its 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, conduct site visits, as DEO determines necessary at DEO’s sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL

DEO 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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eae3eb12363d341f74.pdf?sfvrsn=ac70963d_2.

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will 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;
 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. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO'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.