

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

On October 5, 2021, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Department of Economic Opportunity, and Pinellas County dba Board of County Commissioners, Florida (“Subrecipient”) entered into agreement MT028 (“Agreement”). Commerce 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**; 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. This Agreement is hereby reinstated as though it had not expired.
2. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. All references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as applicable.
3. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins October 5, 2021, (the “Effective Date”) and ends October 4, 2026, 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 extension.
4. **Attachment A, Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached revised Attachment A.

~ Remainder Left Intentionally Blank ~

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce 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, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED: 	SIGNED:
BARRY BURTON	J. ALEX KELLY
COUNTY ADMINISTRATOR	SECRETARY
DATE: November 12, 2025	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: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION:

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced Commerce 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.

The Florida Commerce has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has 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 initiative

2. PROJECT DESCRIPTION:

The **Pinellas County Board of County Commissioners, Florida** 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. 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 Commerce 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 Commerce a detailed budget for implementation of the project.
 4. Attachment C, Activity Work Plan - Develop and submit to Commerce 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 Commerce with your monthly report for review and approval by the Commerce Grant Manager.
- B.** Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager shall 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 Commerce 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 Commerce.
- E.** Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by Commerce no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to Commerce for review and approval by the Commerce Grant Manager.
- F.** Maintain organized Subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- G.** Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H.** Provide copies of all proposed procurement documents to Commerce ten (10) days prior to posting as detailed in Attachment D. The proposed procurement documents will be reviewed and approved by Commerce 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.

- I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
 1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to Commerce prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, Commerce's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by Commerce, receive the required Environmental Clearance from Commerce prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to Commerce within ten (10) calendars after the end of each month:
 1. A revised detail report measuring the actual cost versus the project cost.
 2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
- L. Develop and submit to Commerce a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 1. Submit updated organization chart on a quarterly basis with quarterly report.
 2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
 3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter;
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.

- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from Commerce in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

1. Maintain financial records related to project activities;
2. Maintain project files;
3. Attend meetings to provide progress reports on subgrant activities;
4. Prepare documentation for and attend monitoring visits by Commerce
5. Prepare requests for funds for submission;
6. Prepare subgrant modification documents; and
7. Prepare administrative closeout report; among other required activities to implement the project.

B. Deliverable No. 2 – Conduct a County Flood Risk Assessment

Tasks that are eligible for reimbursement are as follows:

1. Development of 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. 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.

Tasks that are eligible for reimbursement are as follows:

1. Community Asset Inventory & 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; and
 - d. Cross-reference vulnerability assessment public workshops and online survey; 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/online survey.
2. 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 Plan summarizing entire project.

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

4. Present Countywide Flood Mitigation Action Plan
 - a. Presentation to the Pinellas County Board of County Commissioners

Documentation: Copy of Presentation Material.

5. COMMERCE’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 Commerce 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. Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Subrecipient.

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

Deliverable No. 1 – Project Implementation		
Tasks:	Minimum Level of Service:	Financial Consequences:
Subrecipient shall complete project implementation tasks 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 County Flood Risk Assessment		
Tasks:	Minimum Level of Service:	Financial Consequences:

<p>Subrecipient shall complete tasks as detailed in Section 4.B. of this Scope of Work.</p>	<p>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:</p> <ol style="list-style-type: none"> 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. 	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.</p>
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Deliverable 2 Cost – \$532,000.00

Deliverable No. 3 – Multi-Decade Countywide Flood Mitigation Action Plan

Tasks:	Minimum Level of Service:	Financial Consequences:
<p>Subrecipient shall complete tasks as detailed in Section 4.C. of the Scope of Work.</p>	<p>Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.C of this Scope of Work, evidenced by submittal of the following documentation:</p> <ol style="list-style-type: none"> 1) Final Flood Mitigation Plan; 2) Technical Memos to include: watershed risk assessment summary, mitigation scenarios and cost benefit analysis; 3) Public outreach materials, presentation materials, resulting public comments/feedback; 4) Board Presentation materials; and 5) Invoice package in accordance with Section 7 of this Scope of Work. 	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.</p>

Deliverable 3 Cost – \$260,000.00

TOTAL PROJECT COST 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 Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce'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 Commerce reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL

Commerce shall reimburse the Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 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>).

- A. Subrecipient is allowed to submit multiple invoice each 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 6, 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.

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