**MODIFICATION NUMBER (Type in number.) TO SUBGRANT AGREEMENT BETWEEN**

**THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND**

**(Type in local government name.)**

 This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, (“the Department”), and (Type in local government name.), (“the Recipient”), to modify **DEO/DCA Contract Number** (Type in contract number.), award dated (Type in date.) (“the Agreement”).

 **WHEREAS,** the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of $(Type in amount.) to Recipient under the Disaster Recovery Initiative Program (“DRI”) as set forth in the Agreement;

 **WHEREAS,** the Department and the Recipient desire to modify the Agreement;

**WHEREAS,** pursuant to the provisions of Chapter 2011-142, Laws of Florida, the DCA Division of Housing and Community Development was transferred to the Department of Economic Opportunity effective October 1, 2011; and the parties wish to reflect the new name.

 **NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

[ ]  **Reinstate Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

**[ ]  Extend Agreement**

1. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of (Type in date, if applicable).

**[ ]  Revise Activity Work Plan**

3. The Attachment 3, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment 3, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

**[ ]  Revise Program Budget and Scope of Work**

4. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

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**[ ]  Change in Participating Parties**

1. The Attachment A, Program Budget section, is hereby modified to delete all references to “(Type in name, if applicable.),” as the Participating Party, and replace them with “(Type in name, if applicable.)” as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

**[ ]  Inclusion of an Unmet Need as Addressed in the Original Application**

1. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.
2. The Attachment 3, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment 3, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

**[ ]  Change in Number of Accomplishments and/or Beneficiaries**

1. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

**[ ]**  **Reflect Change in Agency from DCA to DEO**

9. This modification to the Subgrant Agreement hereby replaces “Department of Community Affairs” with “Department of Economic Opportunity” where appropriate in context.

**[ ]  Other:** (Type in the reason for the modification.)

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10. Section (5), RECORD KEEPING, is hereby deleted and the following language added:

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, ***Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*** (53 Federal Register 8034) or 2 CFR 215, ***Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations***, and either 2 CFR 225, ***Cost Principles for State, Local and Indian Tribal Governments,*** 2 CFR 220, ***Cost Principles for Educational Institutions***, or 2 CFR 230, ***Cost Principles for Non-Profit Organizations***.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient’s books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all contractors and consultants paid from funds under this Agreement, for a period of six years from the date this Agreement is final closed. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by the Department. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for six years after final disposition.

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3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all contractors and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Program Budget** - Attachment A - and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all contractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) To the extent that it does not conflict with federal regulations, the Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved contracts and assignments.

11. Section (6), AUDIT REQUIREMENTS, is hereby deleted and the following language is added:

(a) Review the Audit Requirements listed in Attachment M of this contract. For local government fiscal years beginning after December 26, 2014, a recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, unless it expends $750,000 or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment M, Part II: State Funded, are not applicable to this subgrant agreement which is a Federal pass-through award.

(c) Within sixty (60) days of the close of the fiscal year, on an annual basis, the recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment I) to audit@deo.myflorida.com. Recipient’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement

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within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the audit certification memo that must be sent to the Department if an audit is not required because the local government spent less than $500,000 ($750,000 for fiscal years starting after December 26, 2014) in Federal funds during a fiscal year.

 (d) In addition to the submission requirements listed above, each recipient should send an electronic copy of its audit report or certification memo (available on the CDBG website) by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager.

12. Section (16)(c), ATTACHMENTS, is hereby modified to add the following:

 Attachment (Choose) L or M : Audit Requirement

 Attachment (Choose) M or N : Audit Compliance/Certification

 13. Section (18), REPAYMENTS, is hereby modified to add the following:

 (a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 CRF 570.489(b), reimbursement can be requested for eligible application preparation costs that were listed in the Recipient’s ***Application for Funding***.

(b) In accordance with Section 215.971, FS, the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its contractors are entitled under the terms and conditions of this Agreement.

14. The following is provision is added as Section (24), CONTRACTS:

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to the Department for approval. The Recipient agrees to include in the contract (i) that the contractor is bound by the terms of this Agreement,(ii) that the contractor is bound by all applicable state and federal laws and regulations, (iii) that the contractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and (iv) provisions addressing bid, payment, and performance bonds and liquidated damages. The

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Recipient shall document in the quarterly report the contractor’s progress in performing its work under this Agreement.

 For each contract, the Recipient shall report to the Department as to whether that contractor, or any

 subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, FS.

 15. The following is provision is added as Section (25), PUBLIC RECORDS RESPONSIBILITIES:

In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of public records requests received by the Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator

Department of Economic Opportunity

107 East Madison Street

Tallahassee, Florida 32399

Office: (850) 245-7140

(b) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida’s public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

16. The following is added as Section (26), Employment Eligibility Verification:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:

1. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,
2. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the

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subcontractors during the term of the subcontract.

2. 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 after the effective date of the required

Memorandum of Understanding (MOU); the responsibilities and elections of federal Recipients, however, may vary, as stated in Article II.D.1.c. Of the MOU. There is no charge to employers to use E-Verify.  The Department of Homeland Security’s E-Verify system can be found at:

3. If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

17. The following provision is added as Section (27), Discriminatory Vendor:

Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Fla. Stat., and that at no time has Recipient been placed on the Discriminatory Vendor List. Recipient further agrees that it shall not violate such law during the term of this Agreement.

 18. The following provision is added as Section (28), FINANCIAL CONSEQUENCES:

If the Recipient provides services to any client more than 180 days after receipt of the client application, without recertification of the client’s income eligibility, the Recipient shall be assessed a financial consequence in the amount of one percent (1%) of the total amount of weatherization services provided to the ineligible client’s dwelling unit

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All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**Department of Economic Opportunity** **Recipient: (Type in local government name.)**

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

Name: William B. Killingsworth Name: (Type in name of person signing.)

Title: Director Title: (Type in the person's title.)

 Division of Community Development

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

**Instructions for Completing the Modification to Subgrant Agreement Form.**

1. Use the “Tab” key to move from one field to the next. “Shift Tab” lets you move backwards.

2. Type in the Modification Number in the three fields where it asks for the number.

3. Type in the Contract Number in the three fields where it asks for the number.

4. Type in the Local Government Name in the five fields where it asks for the Recipient.

5. Type in the Date and Subgrant Amount in the fields on the first page where it asks for the information.

6. Move the cursor to the appropriate box(es) to indicate the modification(s) being requested. Left “click” on the box and an “X” will appear, indicating that the section is being modified.

7. If the modification seeks to extend the end of the subgrant, type in the new date on the appropriate line.

8. If the modification makes changes to the “Participating Parties,” type in the names where indicated.

9. If the reason for the modification is not one of the seven common reasons, put an “X” in the check box before “Other” at the bottom of the second page and then tab to the form field and type in the reason.

10. On page 3, type in the name of the person signing the modification and the person’s title. **The date must be hand written. (*The person signing the modification must have signature authority.)***

11. Submit three originals of the modification along with the required supporting documentation.