

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2022-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING ACCEPTING AMENDMENT TWO TO SUBRECIPIENT AGREEMENT BETWEEN THE DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) AND CITY OF MARATHON FOR AGREEMENT I0094, CDBG-DR VOLUNTARY HOME BUYOUT PROGRAM**

**WHEREAS**, the of Marathon, FL has submitted and received a CDBG-DR grant from DEO for participation in Voluntary Home Buyout Program; and

**WHEREAS**, Amendment Two extends the agreement period to end 36 months after execution of Amendment Two by DEO; and

**WHEREAS**, Amendment Two replaces Attachment A- Scope of Work Section 2.B Program and Design Implementation Task 4 to include changes from Pre-Irma Property Valuation to Post Disaster Fair Market Valuation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are incorporated herein

**Section 2.** The Marathon City Council will collaborate with the Florida Department of Agriculture and Consumer Services to carry out this grant.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11<sup>TH</sup> DAY OF JANUARY, 2022.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
John Bartus, Mayor

AYES: Cook, Gonzalez, Zieg, Bartus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

*Diane Clavier*

\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

*St. Williams*

\_\_\_\_\_  
Steve Williams, City Attorney

**AMENDMENT TWO  
TO SUBRECIPIENT AGREEMENT BETWEEN  
THE DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

On June 4, 2020, the State of Florida, Department of Economic Opportunity (“DEO”) and the Monroe County Board of County Commissioners (“Subrecipient”), entered into agreement I0092 for the Voluntary Home Buyout Program activities under the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) program). DEO and the Monroe County Board of County Commissioners may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section (4.) of the Agreement provides that any amendment to the agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the agreement as set forth herein;

NOW THEREFORE, the Parties hereby 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 June 4, 2020 and ends June 3, 2023, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of the Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and the Director of DEO’s Office of Long-Term Resiliency approves such extension.

2. Section (16) **Notice and Contact.**, subparagraph (b), is amended as follows:

(b) The name and address of DEO’s Grant Manager for this Agreement is:

Davion J. Dunston  
107 East Madison Street-MS C 400  
Tallahassee, FL 32399-6508  
Telephone: (850)717-8549  
Email: Davion.Dunston@deo.myflorida.com

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

**(27) Employment Eligibility Verification.**

(a) Section 448.095, F.S., required the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired

AGREEMENT NUMBER: I0092

employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) 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/>.

(c) If the Subrecipient does not use E-Verify, the Subrecipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after this effective date of the Agreement.

4. Attachment A – Scope of Work Section 2.B Program Design and Implementation Task 4 is hereby deleted in its entirety and replaced with the following:

Task 4: Perform the Review and Approval of VHB applicants, which shall include the following components:


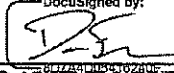
- Review applicant files for completeness
- Determine post-disaster fair market value
- Determine final applicant eligibility / award amount
- Issue grant award to eligible applicant
- Applicant appeal process

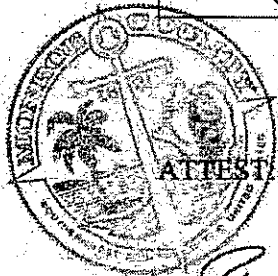
5. All other terms and conditions remain in effect.

*Remainder of page intentionally left blank*

AGREEMENT NUMBER: I0092

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement I0092 as amended. This Amendment is effective the date the last Party signs this Amendment.

<b>MONROE COUNTY BOARD OF COUNTY COMMISSIONERS</b>	<b>DEPARTMENT OF ECONOMIC OPPORTUNITY</b>
SIGNED: 	SIGNED: 
<b>DAVID RICE</b>	<b>DANE EAGLE</b>
<b>MAYOR</b>	<b>EXECUTIVE DIRECTOR</b>
DATE: <u>January 21, 2022</u>	DATE: <u>2/1/2022</u>

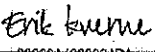


ATTEST: KEVIN MADOK, CLERK


By:   
As Deputy Clerk

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: 1/28/2022

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
FABRICE SCULL  
ASSISTANT COUNTY ATTORNEY  
1/14/2022

DEO Agreement Number: IR019

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

On April 27, 2021, the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Marathon ("Grantee") entered into Agreement IR019 ("Agreement"). DEO and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

On January 21, 2022 the State of Florida, Department of Economic Opportunity ("DEO") and the City of Marathon ("Subrecipient"), amended the Agreement by replacing the "Federally-Funded CDBG-DR Infrastructure Repair Program Subrecipient Agreement" with the "Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement" hereinafter, "CDBG-MIT Subrecipient Agreement" or "Amendment One" as the context dictates; and

**WHEREAS**, Section 5, Modification of Agreement, of the CDBG-MIT Subrecipient Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; 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 15**, Citizen Complaints, is hereby deleted in its entirety and replaced with the following:

**(15) Citizen Complaints.** The goal of DEO is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

**Program Appeals**

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or by mail to the following address:

DEO Agreement Number: IR019

Attention: Office of Long-Term Resiliency  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 420  
Tallahassee, Florida 32399

**HUD Complaints**

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development  
Charles E. Bennet Federal Building  
400 West Bay Street, Suite 1015  
Jacksonville, FL 32202

**Fair Housing Complaints**

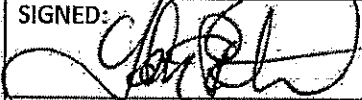
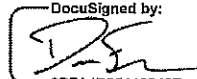
The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

2. All other terms and conditions remain in effect.

~ Remainder Left Intentionally Blank ~

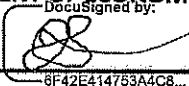
DEO Agreement Number: IR019

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement Number IR019, as amended. This Amendment is effective on the date the last Party signs this Amendment.

<b>CITY OF MARATHON</b>	<b>DEPARTMENT OF ECONOMIC OPPORTUNITY</b>
SIGNED: 	SIGNED: 
JOHN BARTUS <del>STEVEN COOK</del>	<small>DocuSigned by:</small> DANE EAGLE <small>8D7A1B85410240F...</small>
MAYOR	SECRETARY
DEPARTMENT OF ECONOMIC OPPORTUNITY	DEPARTMENT OF ECONOMIC OPPORTUNITY
DATE: 6/9/22	DATE: 6/15/2022

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:   
DocuSigned by:  
8F42E414783A4C8...  
6/13/2022

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