



COUNCIL AGENDA STATEMENT

Meeting Date: January 11, 2022
To: Honorable Mayor and Councilmembers
From: Maria Covelli, Grants Coordinator
Through: George Garrett, City Manager

Agenda Item: **Resolution 2022-03**, Providing acceptance of 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; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

Extends End Date: Section (3) Period of Agreement begins upon execution of the Amendment and ends 36 months after execution by DEO.

Requires use of e-very by Subcontractors

Attachment A – Scope of Work Section 2.B Task 4 is deleted and replaced resulting in a change from pre-Irma Market Value offers for property to Post Disaster Fair Market Value

ATTACHMENTS

Original Resolution and Grant Contract
Amendment Two

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan – Chapter 8	<u> X </u>	_____
2. Other: MCTDC grant requirement	<u> X </u>	_____

FISCAL NOTE:

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION: Approval of Resolution

**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 11TH DAY OF JANUARY, 2022.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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:**

Steve Williams, City Attorney

**AMENDMENT TWO
TO SUBRECIPIENT AGREEMENT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CITY OF MARATHON**

On June 4, 2020, the State of Florida, Department of Economic Opportunity (“DEO”) and the City of Marathon (“Subrecipient”), entered into agreement I0094 (“Agreement”) for 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 City of Marathon may individually be referred to herein as a “Party” or collectively as the “Parties”.

WHEREAS, Section (4), Modification of 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 (3) Period of Agreement is hereby deleted in its entirety and replaced with the following:

(3). Period of Agreement. This Agreement begins upon execution by both Parties (effective date) and ends 36 months after execution by DEO, 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-MSD 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 employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and used 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, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the 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.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement I0094 as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF MARATHON	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:	SIGNED:
	DANE EAGLE
MAYOR	SECRETARY
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 ECONOMIC OPPORTUNITY**

By: _____

Approved Date: _____