

Contract Number: 14HM-2Y-10-66-02-144

Project Number: 1561-164-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF FORT PIERCE**

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This Modification Number Six made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Fort Pierce ("the Recipient") to modify Contract Number 14HM-2Y-10-66-02-144, dated August 1, 2013 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$4,161,703.00, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on February 1, 2015; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

**(3) PERIOD OF AGREEMENT**

This Agreement shall begin August 1, 2013 and shall end August 1, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 6<sup>th</sup> Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. 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.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT: CITY OF FORT PIERCE**

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

Name and Title: \_\_\_\_\_

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Bryan W. Koon, Director

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

## **Attachment A (6th Revision) Budget and Scope of Work**

### **Statement of Purpose**

The purpose of this Scope of Work (SOW) is to provide protection to local municipal building in Fort Pierce, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-1561-164-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for retrofitting the Recipient's buildings to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The City of Fort Pierce (Recipient) agrees to administer and complete the project per plan submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

### **Project Overview:**

As a Hazard Mitigation Grant Program Project, the Recipient, City of Fort Pierce will expand the Scope of Work of this proposed wind retrofit project to retrofit the following five (5) buildings by procuring and installing impact resistant glass on all exterior windows and doors of the buildings. In addition, 230-kW fixed stand-alone generator will be procured and installed at the Police Headquarters building.

A 450-kW fixed stand-alone generator will be procured and installed at the City Hall building located at 100 North U.S 1, Fort Pierce, Florida 34954.

The five (5) buildings and their locations are:

1. Police Headquarters; located at 920 South US 1, Ft. Pierce, Florida 34954
2. St. Anastasia School; located at 110 North 10<sup>th</sup> Street, Ft. Pierce, Florida 34954
3. River Walk Center; located at 600 North Indian River Drive, Ft. Pierce, Florida 34954
4. Public Works Compound; located at 52 Savanna Road, Ft. Pierce, Florida 34954
5. Marina Dock Master Building; located at 1 Avenue A, Ft. Pierce, Florida 34954

As part of the scope of work expansion, all activities will be completed in accordance with the current Florida Building Code. All installations and components that will be used for the wind retrofit project will meet and carry Florida Building Code specifications and wind impact standards of the local codes.

The above structures serve as or support the EOC and other essential government functions during an event and/or have significant historic value. If deemed necessary, wind protection will be provided on any other openings such as skylights, vents, louvers and exhaust fans. Completion of the project will protect the buildings and their contents from future storm damage.

The Recipient will be responsible for all fuel and other maintenance costs associated with the generators. The generator installations will provide back-up power generation for the structures to assure essential governmental functions including security and communication capacity during and after events.

The Recipient will provide two sets of documents/specifications for installed product (impact resistant windows, doors, etc.), for each generator and associated equipment certified by the applicable design professional(s) of record upon project completion.

*Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:*

- a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.*
- b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.*
- c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.*

*Impact-resistant coverings shall be tested at 1.5 times the design pressure (positive or negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609 for which the specimen is to be tested.*

The local municipal or county building department will inspect and certify all installations according to the manufactures' specifications.

The Police Station structure being mitigated is located in a Special Flood Hazard Area (SFHA). The Title Holder must adhere to the following restrictions:

- The Title Holder must insure all structures that will not be demolished or relocated out of the SFHA to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4011 et seq., as long as the Title Holder title to the property as required by 42 U.S.C. §4012a.
- The Title Holder must maintain all structures on the property in accordance with Flood Plain Management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Title Holder holds title to the property.
- The Title Holder must notify subsequent purchasers that SFHA conditions are attached to the property. This will be accomplished by the Title Holder ensuring that the City/County will legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current Title Holder (including book/page reference to record of current title, if readily available), a legal description of the property, and a declaration that Federal Law requires flood insurance coverage during the life of the property.

Any property being mitigated with Federal Hazard Mitigation assistance funding in a Special Flood Hazard Area (SFHA) must comply with SFHA Guidance.

## **TASKS & DELIVERABLES:**

### **A. Tasks**

- 1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind event. The structure shall upgrade to meet Florida Building Code and/or Miami Dade Requirements, includes all exterior openings.

The Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and

conditions. The Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify all installations according to the manufactures specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval, as applicable.
  - c) Signed and sealed copy of the As-built plans.
  - d) A copy of electrical designs, specifications, catalogs and/or drawings elaborated to complete the job.
  - e) Certified Letter of Completion
    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    2. Certify Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Proof of compliance with Project Requirements and Conditions contained herein.
  - h) Verification of compliance from the State Historic Preservation Officer (SHPO) with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* for the St. Anastasia School.
  - i) Verification of compliance from the SHPO that if the same materials were not used, then the Recipient complied with *Standard 6 "the new feature shall match to old in design, color, texture and other visual qualities and, where possible, material."*
  - j) Proof of verification of compliance with the local floodplain administrator regulations for construction in the floodplain.
  - k) Information on how hazardous materials were handled and copies of any permits obtained for the disposal of the hazardous waste.
  - l) Information on how and where unusable equipment, debris and materials were disposed of.
- 3) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are

accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

**Administrative Expenses:** The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

## **B. Deliverables**

Mitigation Activities consist of expanding the Scope of Work of this proposed wind retrofit project to retrofit the following five (5) buildings by procuring and installing impact resistant glass on all exterior windows and doors of the buildings. In addition, 230-kW fixed stand alone generator will be procured and installed at the Police Headquarters building.

A 450-kW fixed stand-alone generator will be procured and installed at the City Hall building located at 100 North U.S 1, Fort Pierce, Florida 34954.

The five (5) buildings and their locations are:

1. Police Headquarters; located at 920 South US 1, Ft. Pierce, Florida 34954
2. St. Anastasia School; located at 110 North 10<sup>th</sup> Street, Ft. Pierce, Florida 34954
3. River Walk Center; located at 600 North Indian River Drive, Ft. Pierce, Florida 34954
4. Public Works Compound; located at 52 Savanna Road, Ft. Pierce, Florida 34954
5. Marina Dock Master Building; located at 1 Avenue A, Ft. Pierce, Florida 34954

Wind protection shall be provided on all exterior openings, such as skylights, vents, louvers and exhaust fans on each building.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

## **PROJECT CONDITIONS AND REQUIREMENTS:**

### **C. Engineering**

- 1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
- 4) The recipient shall submit a final copy of any electrical designs, specifications, catalogs and/or drawings elaborated to complete the job.
- 5) The Recipient shall submit a certified letter of completion from the Engineer of Record. The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 9) The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and

clearances may jeopardize federal funding. Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

- a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test
  - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
  - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.
- 10) Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609 for which the specimen is to be tested.
  - 11) The local municipal or county building department shall inspect the installation according to the manufacturer's specification, and ensure that the above referenced standards have been met; documentation provided to the division for closeout.
  - 12) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
  - 13) The funding provided by the Division under this subgrant shall compensate for the materials labor and fees for the hardening activities as a retrofit measure for the Recipient's buildings to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
  - 14) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

**D. Environmental:**

- 1) The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding.
- 2) Any changes to the approved mitigation measure or scope of work shall require resubmission to the Division and FEMA; and shall require reevaluation for compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act – NHPA prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA *in advance regardless of the budget*

*implications.*

- 3) If any ground disturbance activities occur during construction, the Recipient shall monitor any ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 5) If ground disturbing activities occur during construction, the recipient will monitor ground disturbance. In the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the recipient shall immediately cease all activities involving subsurface disturbance in the area and take all reasonable measures to avoid or minimize harm to the property. The Recipient, or other designee, should contact the Florida Department State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the Division and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FEMA. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*
- 6) The Recipient must provide verification of compliance with local floodplain administrator regulations for construction in the floodplain at project closeout.
- 7) If any "asbestos containing material" lead based paint, or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal state and local abatement and disposal requirements' under the Toxic Substance Control Act (TSCA). Verification of compliance is required at closeout.
- 8) Unusable equipment, debris and material shall be disposed of in an approved manner location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these Resource Conservation & Recovery Act (RCRA) conditions may jeopardize FEMA funding; verification of compliance is required at project closeout.
- 9) Because the St. Anastasia School is listed on the National Register of Historic Places, any retrofits to this buildings (specifically window and door replacements) shall be developed in accordance with the approaches set forth in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings in order to avoid a potential adverse effect on the building's historic significance.
- 10) If the windows and exterior doors cannot be retained (only if historic) for the St. Anastasia School, the replacements must match the original windows/ doors in design, style and materials.
- 11) If using the same materials is not feasible during work on the St. Anastasia School, then a compatible substitute material may be considered, as long as the original design details are reproduced. As explicitly stated in *Standard 6*, when a historic feature is missing or is too deteriorated to repair, "*the new feature shall match to old in design, color, texture and other visual qualities and, where possible, material.*" Verification required at project closeout.

**E. Programmatic:**

- 1) The Recipient shall notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Recipient shall "obtain prior written approval for any budget revision which would result

in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.

- 3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 4) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 5) Quarterly progress reports for HMGP projects are required. Recipient must regularly submit quarterly reports every quarter. Note that 44 CFR 206.438(c) indicates that the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded.

**FINANCIAL CONSEQUENCES:**

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Recipient’s program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

This is FEMA project number **1561-164-R**, funded under 1561-DR-FL.

The Period of Performance for this project ends on **August 1, 2015**.

**Schedule of Work**

|                                     |                  |
|-------------------------------------|------------------|
| State Contracting:                  | 1 Month          |
| Bidding Process:                    | 1 Month          |
| Installations:                      | 18 Months        |
| State Final Inspection:             | 1 Month          |
| Potential Weather Delays:           | 1 Month          |
| <u>State Closeout Process:</u>      | 1 Month          |
| <b>Total Period of Performance:</b> | <b>23 Months</b> |

*The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or man-made disaster.*

*The funding provided by the Division of Emergency Management under this subgrant shall compensate for the materials and labor for the installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient’s building to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Department does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.*

*This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency (FEMA) guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide “near absolute protection.” It is understood and agreed by the Department and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Department and the Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.*

**Budget**

**Line Item Budget\***

|   | <b><u>Project Cost</u></b>   | <b><u>Federal Share</u></b>  | <b><u>Local Share**</u></b> |
|---|------------------------------|------------------------------|-----------------------------|
| Police Department; Generator, Material & Labor: | \$ 719,040.00                | \$ 719,040.00                | \$0.00                      |
| St. Anastasia; Material & Labor:                | \$1,479,852.00               | \$1,479,852.00               | \$0.00                      |
| River Walk Center; Material & Labor:            | \$ 376,309.00                | \$ 376,309.00                | \$0.00                      |
| Public Works Compound; Material & Labor:        | \$ 637,372.00                | \$ 637,372.00                | \$0.00                      |
| City Hall; Generator; Material & Labor:         | \$ 630,660.00                | \$ 630,660.00                | \$0.00                      |
| Marina Building; Materials & Labor:             | <u>\$ 285,333.00</u>         | <u>\$ 285,333.00</u>         | <u>\$0.00</u>               |
| <b>Sub-Total:</b>                               | \$4,128,566.00               | \$4,128,566.00               | \$0.00                      |
| <u>Administrative Allowance:</u>                | <u>\$ 0.00</u>               | <u>\$ 33,137.00</u>          | <u>\$0.00</u>               |
| <b><u>Total:</u></b>                            | <b><u>\$4,128,566.00</u></b> | <b><u>\$4,161,703.00</u></b> | <b><u>\$0.00</u></b>        |

*\* Any line item amount in the Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*\*\* The non-federal share will be met using disaster overmatch credit. The effect is that 100% of the approved project cost is covered by federal HMGP funds. The ‘match credit’ provides the match for the non-federal share for this project.*

**Funding Summary**

|                            |                       |               |
|----------------------------|-----------------------|---------------|
| Federal Share:             | \$4,128,566.00        | (100%)        |
| Local Share:               | <u>\$ 0.00</u>        | ( 0%)         |
| <b>Total Project Cost:</b> | <b>\$4,128,566.00</b> | <b>(100%)</b> |

Recipient Administrative Allowance up to \$33,137.00