

GRANT SUBCONTRACT AGREEMENT

THIS GRANT SUBCONTRACT AGREEMENT ("Subcontract") is made and entered this _____ day of _____, 2020, by and between:

ADOPT A HURRICANE FAMILY, INC. d/b/a CRISIS HOUSING SOLUTIONS, a Florida not for profit corporation, whose address is 4700 S.W. 64th Avenue, Suite C Davie, Florida 333142 ("Crisis Housing Solutions"),

and

CITY OF POMPANO BEACH, a Florida municipal corporation, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("City"),

collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, the Florida Legislature annually appropriates \$10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management (the "Division") to administer the Hurricane Loss Mitigation Program (the "Program"), a portion of which is allocated for construction mitigation efforts that will prevent or reduce losses or reduce the cost of rebuilding after a disaster; and

WHEREAS, the Division has awarded One Hundred Ninety-Four Thousand Dollars (\$194,000.00) to Crisis Housing Solutions to provide mitigation retrofit improvements on qualified structures within Broward County, Florida, and executed the Division State-Funded Grant Agreement Number B0036, Project Number DEM-HL00019 on October 9, 2019 setting forth the Program requirements (the "Grant Funding Agreement"); and

WHEREAS, Crisis Housing Solutions, as a grant recipient, has solicited the assistance of the City to implement, manage, coordinate and facilitate identified and approved mitigation retrofit projects within the City of Pompano Beach, Florida; and

WHEREAS, the City is ready, willing and able and agrees to provide such assistance, in light of its own grant award from the Division for the same activity (Division State-Funded Grant Agreement Number B0049, Project Number DEM-HL00027); and

WHEREAS, the City has determined that the services to be performed are consistent with and further the goals and objectives of the City and are in the best interest and welfare of City residents;

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth, the Parties agree as follows:

1. **Recital.** The foregoing recitations are true and correct and are incorporated in this Subcontract by reference. The attached Exhibits are incorporated into and made a part of this Subcontract.

2. The Parties acknowledge, understand and agree that this Subcontract incorporates and is subject to the Grant Funding Agreement between the Division and Crisis Housing Solutions, attached as Exhibit "A." The Parties shall apportion the obligations and responsibilities under the Grant Funding Agreement based upon agreed assignment of Work under and for the duration of the Subcontract.

3. The Parties shall provide the agreed funding, staffing and other necessary resources to comply with the Program requirements attached and incorporated in this Agreement as described in Exhibit "B", Program Scope of Work.

4. All renovation/construction work shall be completed under the supervision of a licensed architect or licensed contractor.

5. Crisis Housing Solutions provided an Estimated Project Budget to the Division that was incorporated as part of the Grant Funding Agreement. All expenditures for this Subcontract shall be in accordance the Project Budget and is attached and incorporated in this Subcontract as Exhibit "C".

6. **Term.** This Subcontract shall commence retroactive to October 1, 2019 and shall end September 30, 2020, unless otherwise terminated as prescribed below. The continuation of this Subcontract beyond the end of any fiscal year is subject to the appropriation and availability of Division funding.

7. **Contract Administration.** The Parties are legally bound by the requirements of this Subcontract and the Grant Funding Agreement ("Governing Documents"). Each party's contract manager, named below, will be responsible for monitoring its performance under the Governing Documents, and will be the official contact for each party. Any notice(s) or other communications in regard to the Governing Documents shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division:

Contact: Daniel Gardea
Address: 2555 Shumard Oaks, 300JTallahassee, FL 32399
Phone: (850) 815-4517
Email: Daniel.Gardea@em.myflorida.com

For Crisis Housing Solutions:

Contact: Craig Vanderlaan
Address: 4700 SW 64th Ave, Suite C, Davie, FL 33314
Phone: (954) 587-0160
Email: Craig@crisishousingsolutions.org

For the City:

Contact: Miriam Carrillo, Director

Address: 100 W. Atlantic Blvd., Suite 220, Pompano Beach, FL 33060

Phone: (954) 786-4656

Email: Miriam.Carrillo@copbfl.com

8. Grant Payments. All grant payment requests must be submitted using the Division form attached and incorporated in this Subcontract as Exhibit "D". The City shall submit the form along with supporting documents including invoices, copy of check (front and back), payment analysis sheet generated by the City, and personal Activity Report (PAR). The total grant award shall not exceed \$194,000.00, which shall be paid by Crisis Housing Solutions in consideration for the minimum performance as set forth by the terms and conditions of the Subcontract.

9. Amendment to Contract. Either party may request modification of the provisions of this Subcontract, which must be agreed upon and placed in writing, signed by each of the parties. Any changes in Program activities must obtain the Division's written approval.

10. Grant Reporting Requirements. The Parties will ensure that all required reports are submitted to the Division.

11. Non-allowable Grant Expenditures. The Parties agree to expend all grant funds received under this Subcontract solely for the purposes for which they were authorized and appropriated in accordance with the Grant Funding Agreement. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Grant Funding Agreement.

12. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) fiscal years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the ten-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

13. Obligation to Provide State Access to Grant Records. The Parties agree to make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

14. Obligation to Provide Public Access to Grant Records.

14.1 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. Crisis Housing Solutions shall comply with Florida's Public Records Law, as amended. Specifically, Crisis Housing Solutions shall:

14.1.1 Keep and maintain public records required by the City in order to perform the service.

14.1.2 Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

14.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Subcontract if Crisis Housing Solutions does not transfer the records to the City.

14.1.4 Upon completion of the subcontract, transfer, at no cost to the City, all public records in possession of Crisis Housing Solutions, or keep and maintain public records required by the City to perform the service. If Crisis Housing Solutions transfers all public records to the City upon completion of the contract, Crisis Housing Solutions shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Crisis Housing Solutions keeps and maintains public records upon completion of the Subcontract, Crisis Housing Solutions shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

14.2 Failure of Crisis Housing Solutions to provide the above described public records to the City within a reasonable time may subject Crisis Housing Solutions to penalties under Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF CRISIS HOUSING SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBCONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

15. The Parties agree to immediately contact each other and the Division's Contract Manager for assistance if a public records request related to the Grant Funding Agreement or Subcontract is made.

16. Availability of State Funds. The State of Florida's performance and obligation to pay under the Grant Funding Agreement, and subsequently payment under this Subcontract, are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds, upon which the Grant Funding Agreement is dependent, are withdrawn, this Subcontract will be automatically terminated and the Parties shall have no further liability beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Parties under this Subcontract as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

17. Independent Contractor. Crisis Housing Solutions is an independent contractor under this Subcontract, and nothing in this Subcontract shall constitute or create a partnership, joint venture, or any other relationship between the Parties. As a party to this Subcontract, neither Crisis Housing Solutions nor its agents shall act as officers, agents, or employees of the City. Crisis Housing Solutions is not entitled to accrue any benefits of City employment, including retirement benefits and any other rights or privileges connected with employment by the City. Crisis Housing Solutions shall not have any right to bind the City to any obligation not expressly undertaken by City under this Subcontract.

18. Governmental Immunity and Indemnification. Crisis Housing Solutions must indemnify, hold harmless, and defend City and all of City's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Subcontract, which claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Crisis Housing Solutions, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Subcontract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Crisis Housing Solutions will, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend the Indemnified Party. The obligations of this section will survive the expiration or earlier termination of this Agreement.

19. Nothing is intended to serve as a waiver of sovereign immunity by the City nor shall anything be construed as consent to be sued by third parties in any matter arising out of this Subcontract or any other contract. The City is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

20. Insurance. Crisis Housing Solutions must maintain insurance coverage as specified in Exhibit "E," Insurance Specifications.

21. Crisis Housing Solutions shall be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Subcontract.

22. Representations and Warranties.

22.1 Crisis Housing Solutions represents and warrants that this Subcontract constitutes the legal, valid, binding and enforceable obligation of the Parties, and that neither the execution nor performance of the Subcontract constitutes a breach of any agreement that Crisis Housing Solutions has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Crisis Housing Solutions.

22.2 Crisis Housing Solutions represents and warrants that execution of this Subcontract is within their legal powers, and each individual executing this Subcontract on behalf of Crisis Housing Solutions is duly authorized by all necessary and appropriate action to do so on behalf of Crisis Housing Solutions and does so with full authority.

22.3 Breach of Representations. In entering this Subcontract, Crisis Housing Solutions acknowledges that City is materially relying on the representations and warranties stated by Crisis Housing Solutions in this Subcontract. City shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, City shall have the right, at its sole discretion, to terminate this Subcontract without any further liability to Crisis Housing Solutions.

23. Strict Compliance with Laws. Crisis Housing Solutions shall perform all acts required by this Subcontract in strict conformity with all applicable laws and regulations of the local, state and federal government.

24. Termination. This Subcontract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Subcontract may also be terminated for convenience if Crisis Housing Solutions closes its business operations or otherwise ceases to exist and the City determines that immediate action is required. Termination for convenience will be effective on the termination date stated in written notice provided by the City, which termination date will be not less than thirty (30) days after the date of the written notice. This Subcontract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances if the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, the termination will be deemed a termination for convenience and will be effective thirty (30) days after notice of termination for cause is provided. In the event that the Subcontract is terminated, any work completed in accordance with this Subcontract, prior to the notification of termination, shall be compensated.

25. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Subcontract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

26. Non-Assignment of Agreement. Crisis Housing Solutions shall not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Subcontract without the prior written consent of the Division and the City. If the Division and City approve a transfer of Crisis

Housing Solutions' obligations, Crisis Housing Solutions shall remain liable for all work performed and all expenses incurred in connection with this Subcontract. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, Florida Statutes, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

27. Conflicts of Interest. Crisis Housing Solutions certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the City that would violate those provisions.

28. Binding of Successors. This Subcontract shall bind the successors, assigns and legal representatives of Crisis Housing Solutions.

29. Severability. If any term or provision of the Subcontract is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

30. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Subcontract will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Subcontract must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS SUBCONTRACT, CRISIS HOUSING SOLUTIONS AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SUBCONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

31. Neither party intends to directly or substantially benefit a third party by this Subcontract. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Subcontract, except the Division, and that no third party will be entitled to assert a right or claim against either of them based upon this Subcontract.

32. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Subcontract that is not contained in this written document.

33. This Subcontract may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same subcontract.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

“CITY”

WITNESSES:

CITY OF POMPANO BEACH

BY: _____
REX HARDIN, MAYOR

BY: _____
GREGORY P. HARRISON
CITY MANAGER

ASCELETA HAMMOND
CITY CLERK

APPROVED AS TO FORM:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CRISIS HOUSING SOLUTIONS"

Witnesses:

Jeff Paris
Signature
JEFF PARIS

Printed Name
Michael P. Smith

Signature
MICHAEL P. SMITH

Printed Name

**ADOPT A HURRICANE FAMILY,
INC., a Florida not for profit corporation**

Craig D. Vanderlaan
By: Craig D. Vanderlaan, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of February, 2020, by Craig D. Vanderlaan as President of ADOPT A HURRICANE FAMILY, INC. a Florida not for profit corporation, who has produced Personally known (identification) or is personally known to me.

NOTARY'S SEAL:



Carin Lee Reppert
Commission # GG309175
Expires: March 7, 2023
Bonded Thru Aaron Notary

Carin Lee Reppert
NOTARY PUBLIC STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

CARIN L REPERT
(Name of Acknowledger Typed, Printed or Stamped)

GG309175
Commission Number

JES:jrm
2/5/2020
L:agr/comdev/2020-482

EXHIBIT A

Grant Funding Agreement with Division

EXHIBIT B

Program Scope of Work

The City of Pompano Beach Office of Housing and Urban Improvement (OHUI) will provide mitigation retrofit improvements as identified in the Division RFP-DEM-17-18-034 on behalf of Crisis Housing Solutions, on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division Project Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundary of the City of Pompano Beach and approved for retrofitting by the Division.

OHUI shall be responsible for the implementation, management, and coordination of all aspects related to the mitigation retrofit projects, and shall comply with the following tasks and deliverables:

Task 1 (Identification and inspection): OHUI shall identify structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. The mitigation inspection shall be performed by a state certified mitigation inspector or local building official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. The inspection shall be completed using the state standard "Uniform Mitigation Verification Inspection Form". The inspector shall further ensure that all necessary information is given to OHUI (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

- a) An opinion on whether the structure can be retrofitted to effectively improve structural survivability;
- b) An estimate of the roof square footage;
- c) An estimate of the square footage of windows and doors;
- d) An indication whether the home has gable end reinforcement;
- e) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

Task 2 (Submission of the PIS): OHUI shall submit to the Division a PIS for each structure identified for possible mitigation retrofits. OHUI will provide all the requested information for each structure, to include color photographs. The electronic PIS will also be provided by OHUI to the Division. The original document should not be altered in any way. As part of the submission, OHUI shall identify whether:

- a) the structure is on grade or not; and
- b) any unpermitted work has occurred at the structure; and,
- c) if any outstanding liens or judgments are attached to the structure or its underlying property.

Task 3 (Scope of work development): OHUI shall develop a Scope of Work (SOW) for each project approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the PIS and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. OHUI shall select a Qualified, Licensed Florida Contractor in accordance with the City's procurement policy to complete the SOW for each Division approved structure.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3 by the Division, the construction phase shall commence. OHUI, or its Subcontractors, shall complete all mitigation retrofit measures described in the SOW and the PIS. All mitigation retrofit measures identified the PIS must be completed in this Task. All construction work must be completed by a qualified and licensed Florida Contractor as selected by OHUI.

Task 5 (Final inspection): Upon completion of the mitigation retrofit improvements, a post inspection must be performed by OHUI and a member of the Division's Technical Unit to ensure that all activities on the SOW have been properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Requests for reimbursement: During the course of the Fiscal Year, OHUI, in consultation with Crisis Housing Solutions, is required to submit, at a minimum, on a quarterly basis, a Request for Reimbursements (RFR), along with a quarterly report on the progress of the overall project. The quarterly report is due no later than fifteen (15) calendar days after the end of the quarter. OHUI will prepare quarterly reports on behalf of Crisis Housing Solutions. Quarterly reports will be reviewed and signed by both OHUI and Crisis Housing Solutions prior to submission to the Division. Supporting documentation, similar to the construction expenses outlined below, must be submitted with each RFR. In certain instances, where the mitigation retrofit improvements are not fully completed, a partial reimbursement request may be submitted. Upon completion of the project, the project manager must submit a signed Affidavit attesting to the completion of the work identified in RFR.

Construction expenses: OHUI will audit bills, invoices, and charges submitted by the contractors and process payment for approved billing, invoices, and charges. OHUI will submit Reimbursement Requests to the Division on the form attached as Exhibit D, with copies of the contractor's bills, invoices, and charges and any cancelled checks, payroll records, electronic payment verification, and other forms of verification acceptable to the Division. All invoices must clearly identify the respective mitigation item installed.

Project management expenses: OHUI shall provide source documentation such as payroll records, project time sheets, and attendance logs. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including information sufficient to calculate the hourly rates based on payroll records. Employee benefits, where applicable, must be clearly shown.

DELIVERABLES:

Deliverable 1 (Identification and inspection): OHUI will provide to the Division a copy of the Uniform Mitigation Verification Inspection Form and any additional information provided by the certified mitigation inspector or building official.

Due Date: Mitigation reports identifying the selected structures are due within forty-five (45) days of the Agreement's final execution date. OHUI may continue to identify properties eligible for mitigation retrofitting and add those properties to the PSI by April 15, 2020. After that date, no additional properties will be considered for mitigation activity.

Reimbursement for Project Administration: The Division will reimburse OHUI and Crisis Housing Solution for project administration expenses including expenses associated with project identification, plan development, and inspection services up to maximum amount, not to exceed, of Fifteen Thousand Dollars (\$15,000.00). The Parties have agreed to apportion the project administration fee: OHUI is eligible to seek reimbursement for project administration expenses not to exceed \$10,000; and Crisis Housing Solutions is eligible to seek reimbursement for project administration expenses not to exceed \$5,000.

Deliverable 2 (Submission of the PIS): Based on the work described in Tasks 1 and 2, OHUI shall submit, in an electronic format, the completed Initial Project Information Spreadsheet (PIS). All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The HLMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or tracking number on the PIS. Approval of individual properties will be based on a combined benefit-cost analysis ratio.

Due Date: Initial PIS is due within forty-five (45) days of the final contract execution date. OHUI requested addition or deletion of properties is due by April 15, 2020.

Reimbursement for Project Administration: The Division will reimburse OHUI and Crisis Housing Solution for project administration expenses including expenses associated with project identification, plan development, and submission of the initial Project Information Spreadsheet up to a maximum amount, not to exceed, of Fifteen Thousand Dollars (\$15,000.00). The Parties have agreed to apportion the project administration fee: OHUI is eligible to seek reimbursement for project administration expenses not to exceed \$10,000; and Crisis Housing Solutions is eligible to seek reimbursement for project administration expenses not to exceed \$5,000.

Deliverable 3 (Scope of work development): Based on the work described in Task 3, OHUI shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Crisis Housing Solutions' Name and HLMP Project Number;
- b) Name of the Approved Project's Property Owner;
- c) Selected Contractor's Name and date of Contractor selection for each mitigation measure;

- d) Detailed description of mitigation activities to be implemented on each structure that includes unit count, measurements, material and labor costs; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen days of Contractor selection.

Reimbursement for Project Administration: The Division will reimburse OHUI and Crisis Housing Solution for project administration expenses including expenses associated with the approved project's SOW, construction solicitation and award, and the creation of the Task 3 spreadsheet up to a maximum amount, not to exceed, of Fifteen Thousand Dollars (\$15,000.00). The Parties have agreed to apportion the project administration fee: OHUI is eligible to seek reimbursement for project administration expenses not to exceed \$10,000; and Crisis Housing Solutions is eligible to seek reimbursement for project administration expenses not to exceed \$5,000.

Deliverable 4 (Construction): Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Contractor's Invoice, to include:
 - The Period of Performance;
 - A breakdown of material and labor cost;
 - Description of Work Performed; and
 - Payment amount requested for reimbursement.
- b) Request for Reimbursement; (Exhibit D)
 - Signed and dated Summary Page with relevant Detail Pages;
 - Subcontractor's Invoice:
 - 1) Subcontractor Name;
 - 2) Name and address of Approved Project Property owner;
 - 3) Date work performed;
 - 4) Exact mitigation measure completed; and
 - 5) Amount requested for each mitigation measure.
 - Copies of Canceled Checks or Electronic Funds Payment Verification;
 - Quarterly Report; and
 - Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the Agreement's execution date and every quarter thereafter. It shall include the quarterly report. The submission of the quarterly report is due fifteen (15) calendar days after the close of the quarter.

Reimbursement for Project Administration: The Division will reimburse OHUI and Crisis Housing Solution for project administration expenses including expenses associated with administration of the approved project's construction up to a maximum amount, not to exceed, of Fifteen Thousand Dollars (\$15,000.00). The Parties have agreed to apportion the project administration fee: OHUI is eligible to seek reimbursement for project administration expenses not to exceed \$10,000; and Crisis Housing Solutions is eligible to seek reimbursement for project

administration expenses not to exceed \$5,000. The mitigation retrofit improvements are not required to be fully completed; a partial reimbursement request may be submitted.

Deliverable 5 (Final inspection): Based on the work described in Task 5, OHUI shall provide a Final Close-Out Package digital media device that will include the following:

- a) Request for Final Inspection, which may be sent ahead of the storage device to expedite scheduling of final inspection, on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
 - The project is 100% complete;
 - Scope of Work for each structure has been completed; and,
 - All relevant building Codes and Standards have been satisfied.
- b) A digital media device that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
 - Approved PIS;
 - Scope of Work;
 - Color Photographs, in digital format, documenting mitigation work (pre and post);
 - Building Permit;
 - Post-Inspection Reports/Certificates of Completion for each structure;
 - Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and
 - All applicable Lien Waivers.
- c) An Electronic Spreadsheet to include:
 - Homeowner's Name;
 - Homeowner's Address;
 - Pre and Post Inspection Dates;
 - Retrofit Measures Completed; and
 - Retrofit Cost.

Due Date: A request for closeout is to be received by the Division on or before June 15, 2020.

Reimbursement for Project Administration: The Division will reimburse OHUI and Crisis Housing Solution for project administration expenses including expenses associated with the Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection up to a maximum amount, not to exceed, of Fifteen Thousand Dollars (\$15,000.00). The Parties have agreed to apportion the project administration fee: OHUI is eligible to seek reimbursement for project administration expenses not to exceed \$10,000; and Crisis Housing Solutions is eligible to seek reimbursement for project administration expenses not to exceed \$5,000. The **"Final Reimbursement Request"** must be submitted by August 15, 2020.

Key Deliverable Dates: The key deliverable dates are designed to aid OHUI and Crisis Housing Solutions in fully expending the awarded grant funding. The Division will monitor their performance by using the following dates as markers. Should OHUI or Crisis Housing Solutions fall off this schedule, the Division will notify the Parties and work towards an appropriate correction. If additional time is needed, OHUI and Crisis Housing Solutions will develop a work plan and submit same to the Division. It is understood and agreed that the dates listed below

assume blue sky conditions throughout the life of the grant. Should the Division or either party is impacted by disaster, event, or incident, the deliverable dates will be altered. Notwithstanding, the Division retains the right to review performance by all parties.

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 30 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2020.
Deliverable 2: Submission of the IS	No later than 45 days post contract execution.	
Deliverable 3: Scope of Work Development	No later than 14 business days after vendor selection.	
Deliverable 4: Construction	To be completed by June 1, 2020.	Completion of all mitigation retrofit work.
Deliverable 4: Final Invoice	No later than August 15, 2020.	Cannot be released until the Division receives recommendation to close out the project by the Technical Unit.
Deliverable 5: Final Inspection	No later than June 15, 2020.	

EXHIBIT C

Project Budget

Budget: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

This is HLMP Project Number DEM-HL00019, Adopt A Hurricane Family, Inc. dba Crisis Housing Solutions. The Period of Performance for this project shall start upon contract execution, and ends June 30, 2020.

EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	City of Pompano Beach OHUI: \$10,000 Crisis Housing Solutions: \$5,000
Construction Expenses	\$179,000
Totals	\$194,000

EXHIBIT D

Grant Payments Request Form

EXHIBIT E
Insurance Requirements