

Contract Number: 17RC-A7-11-16-02-292

Project Number: RCMP2017-022

**MODIFICATION TO STATE FUNDED GRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF POMPANO BEACH**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Pompano Beach ("Recipient") to modify Agreement Number 17RC-A7-11-16-02-292, dated November 9, 2016 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a State grant to the Recipient under the Residential Construction Mitigation Program of \$194,000.00, in State funds; and

WHEREAS, the Division and the Recipient desire to modify the Budget and the Scope of Work by increasing the State Funding by \$200,000.00 under the agreement.

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

1. The Agreement is amended to increase the State Funding by \$200,000.00 for the maximum amount payable under the Agreement to \$394,000.00, (Two Hundred Ninety Four Thousand Dollars and No Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in 1<sup>st</sup> Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. 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.
4. 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.
5. 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 Pompano Beach**

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

Name and Title: Lamar Fisher, Mayor

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Bryan W. Koon, Director

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

**ATTACHMENT A**  
**Scope of Work**  
**(1<sup>ST</sup> Revision)**

City of Pompano Beach (Recipient) will provide residential mitigation retrofit improvements as identified in RFP-DEM-15-16-066 on as many qualified, residential structures as possible during the period of performance of this Agreement and within the award amount. The Division of Emergency Management's (Division) Property Information Spreadsheet will be the controlling document that monitors expenditures for the approved mitigation properties.

All residential structures shall be located within the Pompano Beach and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

After the execution of a State-Funded Grant Agreement, the Recipient shall conduct an inspection of residential properties and identify a group of properties eligible for mitigation retrofit improvements. The Recipient shall submit a list of those properties to the Division within four (4) weeks of the posted Notice of Intent to Award on the MyFloridaMarketPlace ("MFMP") Vendor Bid System. The Recipient shall submit property information and the estimated mitigation costs on a 2016 Property Information Spreadsheet (PIS) provided by the Division at the time of Award. Color photographs of the structures are required with the submission of the PIS. The Recipient may identify additional properties over the course of the fiscal year until all awarded funds are expended. Authorized mitigation retrofit improvements include:

- a) Replacement of roof sheathing;
- b) Replacement of roof covering;
- c) Strengthening of roof deck attachment;
- d) Installation of secondary water barrier;
- e) Installation of hurricane straps;
- f) Installation of window and door opening protection;
- g) Installation of hurricane resistant windows and doors;
- h) Brace bottom chord gable end; and,
- i) Anchoring of wall or floor units to the foundation.

Where a systemic approach cannot be implemented, this must be clearly justified (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures). All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A property with a BCA ratio of one (1) or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater.

**No construction shall be started prior to the Division's approval of the mitigation improvements.**

**Task 1 (Identification and inspection):** The Recipient shall identify residential structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. Prior to inspection, a list of mitigation features to reduce the insurance premium should be optioned from the homeowner's insurance company. The mitigation inspection shall be performed by a state certified



mitigation inspector or local building inspector official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. Additionally, the inspector shall opine whether the residential structure can be retrofitted to effectively improve resistance to damage.

**Task 2 (Submission of identified properties):** The Recipient shall submit to the Division a Property Information Spreadsheet (PIS) for each residential property identified for possible mitigation retrofits. The Recipient will provide all the requested information for each residential structure, to include color photographs. The electronic PIS will be provided to the Recipient by the Division and should not be altered in anyway. As part of the submission, the Recipient shall identify whether:

- a) the residence is a site built residence;
- b) any unpermitted work has occurred at the residence;
- c) the residence is the primary residence of the homeowner, and,
- d) any outstanding liens or judgments are attached to the residence or its underlying property.

**Task 3 (Scope of work development):** The Recipient shall develop a Scope of Work (SOW) for each property approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the Property Information Spreadsheet 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. The Recipient shall select a Qualified; Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved residential structure.

**Task 4 (Construction):** Upon completion and approval of Tasks 1 through 3, the construction phase shall commence. The Recipient or its Subcontractors shall complete all mitigation retrofit measures as approved by the Division and identified on the Property Information Sheet. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

**Task 5 (Final inspection):** Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a licensed building official/inspector to ensure that all scope of work items are 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, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a quarterly report on the progress of the overall project. Documentation is required to support each RFR. Examples of supporting documentation are provided below for both construction expenses and administrative expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

**Construction expenses:** The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

**Administrative expenses:** The Recipient shall provide 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.

## **DELIVERABLES:**

**Deliverable 1 (Identification and inspection; submission of identified properties):** Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial Property 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 RCMP 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 recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

**Due Date:** Initial PIS is due within thirty (30) days of the final contract execution date. Recipient requested addition or deletion of properties is due by April 15, 2017.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative expenses and Construction Expenses associated with property identification, plan development, completion, and submission of the initial Division's Property Information Spreadsheet (PIS).

**Deliverable 2 (Scope of work development):** Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and RCMP Project Number;
- b) Date of Report;
- c) Property Owner's Name;
- d) Selected Contractor's Name and date of Contractor selection for each mitigation measure; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

**Due Date:** Within fourteen days of Contractor selection.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses associated with each approved Property's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

**Deliverable 3 (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) Recipient's Invoice, to include;
  - 1) Start Date of Work Period (start of invoice period);
  - 2) End Date of Work Period (end of invoice period);
  - 3) Description of Work Performed; and,
  - 4) Payment amount requested for reimbursement.
- b) Request for Reimbursement; (Attachment D)
  - 1) Signed and dated Summary Page with relevant Detail Pages;
  - 2) Sub-Contractor's Invoice:
    - a. Sub-Contractor Name;
    - b. Property owner name and address;
    - c. Date work performed;
    - d. Exact mitigation measure completed; and,
    - e. Amount requested for each mitigation measure,
  - 3) Copies of Canceled Checks or Electronic Funds Payment Verification;
  - 4) Quarterly Report; and,
  - 5) Affidavit of Partial Competition (if applicable).

**Due Date:** Deliverable 3, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due 10 days after the close of the quarter.

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. The "Final Reimbursement Request" must be submitted by July 15, 2017.

**Deliverable 4 (Final inspection):** Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package CD to include the following:

- a) Request For Final Inspection on agency/company letter head identifying the RCMP Project number, contract number and must include the following statements:
  1. The project is 100% complete;
  2. Scope of Work for each residential structure has been completed; and,
  3. All relevant building Codes and Standards have been satisfied.
- b) A CD or other digital media that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
  1. Approved PIS;
  2. Scope of Work;
  3. Color Photographs, in digital format, documenting mitigation work (pre and post);
  4. Building Permit;
  5. Post Inspection Reports/Certificates of Completion for each Residential Structure;
  6. Florida Approved Product Code, Notice of Acceptance/Product Approvals; and,
  7. Lien Waivers;
- c) An Electronic Spreadsheet to include:
  1. Homeowner's Name;
  2. Homeowner's Address;
  3. Pre and Post Inspection Dates;
  4. Retrofit Measures Completed;
  5. Retrofit Cost; and,
  6. Homeowner's Insurance Company and Policy Number (When Available).

**Due Date: On or before May 15, 2017**

**Reimbursement:** Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The "**Final Reimbursement Request**" must be submitted by **July 15, 2017**.

**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:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the current award for the recipient;
- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

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



**TABLE 1: BUDGET**

**BUDGET:** The Budget is designed to account for RCMP Awarded Funds. Each invoice and RFR should clearly identify the amount of RCMP funds requested and provide supporting documentation.

This is RCMP Project Number **RCMP17-022, City of Pompano Beach**, The Period of Performance for this project shall start **upon the date of contract execution and ends June 30, 2017**.

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EXPENDITURE CATEGORIES AWARD	RFP-DEM-15-16-066
	RCMP AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
<b>Indirect Expenses</b> Indirect Costs: Costs that is difficult to assign to a specific project. For example: administrative staff, utilities, rent, miscellaneous supplies purchased in bulk.	\$39,400
<b>Direct Expenses</b> Direct Costs: Activities or services that benefit a specific project. For example: project specific construction costs, materials, inspections, and staff hours with activities directly related.	\$354,600
<b>Totals</b>	\$394,000

**Project Timeline:**

No work shall be performed under this Agreement prior to the Agreement execution date and the issuance of a Notice to Proceed. All subcontracts must be reviewed by the Division prior to execution. The Recipient is required to complete the mitigation work prior to the Final Close-Out Package due on **May 15, 2017**. Upon submission of the Final Close-Out Package, the Division will schedule on- site visits with the Recipient to inspect and confirm the mitigation work has been completed in compliance with this Agreement. All applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications must be certified by the local building official. Any mitigation deficiencies identified by the Division must be corrected by the end of the contract on June 30, 2017. A final invoice with complete documentation is due by June 1, 2017. Missing or incomplete documentation submitted with the final reimbursement request may result in a partial reimbursement. The project file will be closed on **August 15, 2017**

**Table 2. Key Deliverable Dates**

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Completed PIS and required data	30 days after contract execution	Additional or Deletion of properties by April 15,
Deliverable 2: Property SOW data sheet	Within 14 Days of contractor selection	
Deliverable 3: Quarterly Reports	September 30 <sup>th</sup> , December 31 <sup>st</sup> , March 31 <sup>st</sup> , June 30 <sup>th</sup>	Quarterly Reports are due 15 days after end of the quarter.
Deliverable 3: Quarterly Reports and RFR for Construction phase	September 30 <sup>th</sup> , December 31 <sup>st</sup> , March 31 <sup>st</sup> , June 30 <sup>th</sup>	Minimum RFR is due every quarter. RFR submitted with the Quarterly report. Due 15 days after end of the Quarter. Final RFR submitted by July 15 <sup>th</sup> , 2017.
Deliverable 4: Final inspection Request	By May 15, 2017	Upon completion of all approved projects.
Deliverable 4: Additional Mitigation required	By June 30, 2017	End of Grant



**"CITY"**

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON  
CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

(SEAL)

Approved As to Form:

\_\_\_\_\_  
MARK E. BERMAN  
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by LAMAR FISHER, as Mayor, GREGORY P. HARRISON, as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, a municipal Florida 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