

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
BROWARD COUNTY

This Modification Number Five is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and Broward County ("Recipient") to modify Contract Number 09HM-37-11-16-01-072, dated February 27, 2009 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the Hazard Mitigation Grant Program of \$8,668,580.00; and

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

WHEREAS, the Agreement expired on May 4, 2014; and

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

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:

This Agreement shall begin March 26, 2008 and shall end November 4, 2014 unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

3. Paragraph 11 of the Agreement is hereby amended to read as follows:

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
  - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
  - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
  - 3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
  - 4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
- (f) Exercise any other rights or remedies which may be available under law;
- (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

- 4. The 3<sup>rd</sup> Revised Attachment A, Budget and Scope of Work to the Agreement, is hereby deleted in its entirety, and the 4<sup>th</sup> Revised Attachment A, Budget and Scope of Work to this Modification, which is attached hereto and incorporated herein by reference, is substituted in its place and stead.
- 5. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
- 6. 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.

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

RECIPIENT: BROWARD COUNTY

DIVISION OF EMERGENCY MANAGEMENT

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

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

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

Name and Title: Bryan W. Koon, Director

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

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

By:  6/10/14  
Michael J. Kerr, Chief Trial Counsel

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 6/6/14  
Risk Management Division

## 4<sup>th</sup> Revised Attachment A

### Budget and Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Broward County, will wind retrofit the Broward County Main Library, located at 100 South Andrews Avenue, Fort Lauderdale, Florida 33301, by purchasing and installing impact-resistant glass and window frames on all the glass windows on the building and purchasing and installing impact rated assemblies, to include doors, louvers, and other openings, to harden the curtain wall of the main library. All installations will be done in strict compliance with the following standards of the Florida Building Code:

*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.*

All materials will be certified to meet the wind and impact standards of the current local codes. The local municipal or county building department will inspect and certify installation according to the manufacture's specification, and ensure that the above referenced standards have been met.

This is FEMA project **1609-132-R**, funded under 1609-DR-FL.

The Period of Performance for this project ends on **November 4, 2014**.

#### **Schedule of Work**

State Contracting Process:	6 Months
Design & Engineering:	3 Months
Permitting:	2 Months
Installation:	19 Months
State Final Inspection:	3 Months
<u>State Closeout:</u>	<u>3 Months</u>
<b>Total Period of Performance:</b>	<b>36 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 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 of survival of building occupants.*

## **Budget**

### **Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Local Share</b>
"Subcontract for Materials and Installation:	<u>\$11,480,098.00</u>	<u>\$8,610,074.00</u>	<u>\$2,870,024.00</u>
<b>Sub-Total:</b>	\$11,480,098.00	\$8,610,074.00	\$2,870,024.00
<u>Administrative Cost:</u>	<u>\$ 0.00</u>	<u>\$ 58,506.00</u>	<u>\$ 0.00</u>
<b>Total:</b>	\$11,480,098.00	\$8,668,580.00	\$2,870,024.00

*\* Any line item amount in this 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.*

### **Funding Summary**

Federal Share: \$ 8,610,074.00 (75%)  
Local Share: \$ 2,870,024.00 (25%)  
**Total Project Cost:** \$11,480,098.00(100%)

Recipient Administrative Allowance up to \$58,506.00.