

MODIFICATION # 3 TO STATE-FUNDED SUBGRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and **Pasco County** ("the Recipient") to modify the Division's Contract Number **07-CP-5M-08-61-01-360**, dated December 29, 2006 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division provided the sum of \$7,656,250 that was appropriated for this sub grant, with \$5,348,575 in state funds and \$186,378 in federal funds Phase I being initially awarded to the Recipient, for a total of initial funding of \$5,534,953; and

WHEREAS, the Agreement will expire on January 31, 2010; and

WHEREAS, the Division now intends to provide additional state funds to the Recipient of \$290,154; and

WHEREAS, the Division now intends to provide additional funds to the Recipient of \$706,692 in federal funds for Phase II, Construction; and

WHEREAS, the state funds of \$5,638,729 must be expended on or before January 31, 2010, and the federal funds for Phase II of \$706,692 must be expended on or before June 30, 2011; and

WHEREAS, the Division and the Recipient desire to modify the Agreement by extending the term through June 30, 2011, modifying the federal Budget and Scope of Work.

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

1. The Agreement is hereby extended through June 30, 2011.
2. Paragraph 17 of the Agreement is hereby amended for total funding under the agreement to \$6,531,799.
3. The Revised Budget and Scope of Work, Attachment A Federal, as contained in Modification number 2 dated December 29, 2008, is hereby amended by the second Revised Budget and Scope of Work, Attachment A-Federal, to this Modification, which are attached hereto and incorporated herein by reference. The Revised Budget and Scope of Work, Attachment A-Federal, contains the additional provisions that apply only to the added federal funding.
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.

7. 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.

IN WITNESS WHEREOF, the parties hereto have executed this document on the dates set out below.

RECIPIENT: PASCO COUNTY

BY: _____

NAME & TITLE: _____

DATE: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

BY: _____

Ruben D. Almaguer, Interim Director

DATE: _____

Revised Attachment A Federal

Budget and Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Pasco County, will wind retrofit the Pasco County Regional Hurricane Shelter located at 11611 Denton Avenue, Hudson, Florida, 34677 as follows:

- A. The Recipient shall provide a letter of certification from a licensed structural engineer that the wind design of the Building meets or exceeds International Code Council/National Storm Shelter Association (ICC/NSSA) 500 Standard and ASCE 7-98 requirements or equivalent. If not, the Recipient shall perform the structural work needed to upgrade the Building to meet or exceed wind load requirements per ICC/NSSA 500 standard and ASCE 7-98, or equivalent design.
- B. The Recipient shall harden the building by upgrading code plus to ICC/NSSA 500 standard for the new construction and provide hurricane protection to meet ARC-4496 FEMA-State Shelter Agreement requirements. **Construction work may begin on or anytime after March 18, 2009.**
- C. The Recipient shall upgrade the building with window/door protection systems on the exterior windows/doors/openings.
- D. **On or Before completion of project and prior to final disbursement of funds**—The Recipient shall demonstrate that the building listed in the Scope of Work meets/exceeds, or will meet/exceed (after completion of grant activities), the hazard vulnerability standards established in the American Red Cross supplement Standards for Hurricane Evacuation Shelter Selection (ARC 4496, January 2002) prior to utilization of funds. Failure to supply the above-referenced ARC 4496 documentation, or disapproval of this documentation by the Department, shall result in denial of funding.
- E. All materials will be certified to meet the wind and impact standards of Florida Building Codes. The local municipal or county building department will inspect and certify installation according to the manufacture specification.
- F. The intent of this compliance is to safeguard the public health, safety and general welfare relative to design, construction and installation of storm shutters constructed for protection of high winds associated with hurricanes. It is not intended for use as a tornado shelter.
- G. **On or Before completion of project and prior to final disbursement of funds** – The Recipient shall provide to the Department photos of work performed, to include installed shutters and/or other structural retrofit, if applicable.
- H. In addition, prior to project closeout, the recipient will submit certification from a registered design Professional that the project completely meets the International Code Council/National Storm Shelter Association (ICC/NSSA) 500 standard.
- I. The Recipient shall provide a written recommendation from the pertinent county emergency management agency that states that upon completion of the proposed enhancement or retrofit project, the shelter will be designated as a public hurricane evacuation shelter.
- J. The Recipient shall state in writing that, for a period of not less than 15 years, upon request of local or state emergency management agencies during a declared state or local emergency, the completed shelter will be made available for emergency management purposed.

This is FEMA project **1551-87-R**, funded under 1551-DR-FL.

The Period of Performance for this project ends on June 30, 2011.

Work Schedule

Phase II Notice to Proceed	0 Months	20 Days
Phase II Construction	21 Months	10 Days
Certificate of Occupancy	1 Month	0 Days
State Final Inspection	1 Month	0 Days
<u>State Close-out</u>	<u>2 Months</u>	<u>0 Days</u>
Total Period of Performance:	26 Months	0 Days

Budget*

	Project Cost	Federal Share	Non-Federal Share***
Phase II Construction**	\$919,868.00	\$689,901.00	\$229,967.00
Sub-Total:	\$919,868.00	\$689,901.00	\$229,967.00
<u>Administrative Cost:</u>	<u>\$ 0.00</u>	<u>\$ 16,791.00</u>	<u>\$ 0.00</u>
Total:	\$919,868.00	\$706,692.00	\$229,967.00

**Any line item amount in this Budget may be increased or decreased by 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.*

***Phase II construction costs include all budget items related to hardening costs approved by FEMA as indicated in the attached award letter dated March 18, 2009.*

****State to provide Non-Federal match*

Funding Summary

Federal Share:	\$ 689,901.00 (75%)
<u>State Share:</u>	<u>\$ 229,967.00 (25%)</u>
Total Project Cost:	\$ 919,868.00 (100%)

Recipient Administrative Allowance up to \$16,791.00.