

Contract Number: B0193

Project Number: DEM-HL00091

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
HERNANDO COUNTY FIRE AND EMERGENCY SERVICES**

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Hernando County Fire and Emergency Services ("the Recipient") to modify Contract Number B0193, dated August 3, 2023, ("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 Hurricane Loss Mitigation Program of \$194,000.00, in State Funds; and

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

WHEREAS, the Agreement expired on June 30, 2024; and

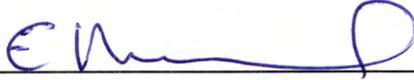
WHEREAS, the Division and the Recipient intend to reinstate and extend the terms of the Agreement.

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 7 of the Agreement is hereby amended to read as follows:
(7) PERIOD OF AGREEMENT
This Agreement shall begin August 3, 2023 and shall end December 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement.
3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision 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 30 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.
7. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

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

RECIPIENT: HERNANDO COUNTY FIRE AND EMERGENCY SERVICES

By: 

Name and Title: Elizabeth Narverud, Chairman; Hernando County BOCC

Date: August 13, 2024

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

**ATTACHMENT A
SCOPE OF WORK AND BUDGET
SECOND REVISION**

PRESENT SITUATION

Currently, the Legislature annually appropriates \$10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management ("Division") for the Division to administer the HLMP. By statute, that \$10 million is allocated as follows:

- \$3.5 million "to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster."
- \$3 million "to retrofit existing facilities used as public hurricane shelters"
- \$2.8 million "to inspect and improve tie-downs for mobile homes"
- \$700,000 "to the Florida International University center dedicated to hurricane research"

Previously, the Division allocated \$3.5 million for the Residential Construction Mitigation Program ("RCMP"), which provided grant funding to governmental entities, and nonprofit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division expanded the \$3.5 million HLMP appropriation beyond the original scope of the RCMP, which excluded non-residential structures. The Division allocates \$3.5 million for any construction mitigation efforts that will "prevent or reduce losses or reduce the cost of rebuilding after a disaster" – provided that the construction:

- Involves or indirectly mitigates a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM-22-23-026 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management's (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 boundaries of the State of Florida 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.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient's budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. 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 project with a BCA ratio of one 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. The Division will prioritize projects with the highest BCA ratio over projects with a lower BCA ratio.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin construction. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

DELIVERABLES AND TASKS:

Deliverable 1 (Identification and Inspection): The Recipient shall establish a selection process to identify potential structures for mitigation improvements. For residential projects, the selection process shall be open to all Florida homeowners but should avoid conflict of interest. Internal employees, family members, and staff of the Recipient should not be selected. The Recipient shall provide to the Division a copy of the Uniform Mitigation Verification Inspection Form (Form *OIR-B1-1802*), or equivalent inspection form, and any additional information provided by the certified inspector or building official.

Task A (Identification): The Recipient shall identify structures for possible mitigation efforts. Mitigation efforts cannot be performed on structures with building code violations or unpermitted structures.

Task B (Inspection): The Recipient shall ensure that a comprehensive mitigation inspection is conducted of all identified structures. The mitigation inspection shall be performed by a state-certified inspector or local building official. The inspection shall identify any previous mitigation improvements, as well as any mitigation deficiencies.

For wind retrofitting projects, the inspection shall be completed using the state-standard "Uniform Mitigation Verification Inspection Form" (Form *OIR-B1-1802*). The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

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

The Recipient shall provide visual representation for each structure by submitting digital photographs and videos. Photographs and videos must be clear, unobstructed views of all aspects, to include the roof, gables/trusses, doors, windows, and vents.

Due Date: Initial inspections are due within one hundred and twenty (120) days of the contract execution date. Projects and properties may be added and removed through April 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and expenses associated with project identification, plan development, and inspection services.

Deliverable 2 (Procurement and PIS Submission): Based on the mitigation deficiencies identified in Task B of Deliverable 1, the Recipient shall obtain open, fair, and competitive bids following local procurement guidelines. Using the information provided on the Uniform Mitigation Verification Inspection

Form (or equivalent), the Recipient shall complete a Property Information Sheet (PIS) for each structure. The following information shall be submitted to the Division in electronic format:

1. Scope of Work for each structure, based on the inspector's findings listed on each Uniform Mitigation Verification Inspection Form or equivalent inspection form
2. PIS for each structure
3. Procurement documentation (bids, quotes, sign in sheets)

The Division will conduct a Benefit-Cost Analysis (BCA) on submitted information. Approval of individual properties will be based on a combined BCA ratio.

Task C (Procurement): The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient's local procurement policy. Per Florida Statute 287.057, the Division requires that "vendors shall be accorded fair and equal treatment." Bids should be open, reasonable, and competitive.

Task D (PIS Development): The Recipient shall complete a Property Information Sheet (PIS) for each structure identified in Task A of Deliverable 1. Cost estimates for each project component must be provided by the selected contractor as specified in Task B of Deliverable 1. The electronic PIS form is provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient must identify whether:

1. the structure is on grade or not;
2. any unpermitted work has occurred at the structure; and,
3. if any outstanding liens or judgments are attached to the structure or its underlying property.

For all structures completing wind retrofit activities, the PIS must also identify and provide protection on any other opening such as vents, louvers, AC units, exhaust fans, machinery tie-downs, as applicable based on the inspection from Task A of Deliverable 1. All installations shall be in strict compliance with the Florida Building Code or Miami-Dade specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify the protection according to the manufacturer specifications or local advice. The project shall provide protection against the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

For all project types, the PIS must be completed to reflect all necessary activities to accomplish comprehensive mitigation, and reach the required level of protection established by each locality.

Due Date: PIS is due within one hundred and twenty (120) days of the contract execution date. Addition or deletion of properties are due by April 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) associated with the approved Project's SOW, bidding process, or Contractor selection.

Deliverable 3 (Construction): During the construction phase of the project, the Recipient shall provide the Division with sufficient documentation of all mitigation efforts completed, such as bills, invoices, and charges submitted by the contractors. Dates must be within the Period of Performance to be reimbursable.

If applicable, the Recipient shall provide documentation of Florida Approved Product Codes and ensure that labels are photographed before being painted over or removed.

Based on the mitigation efforts performed by the contractor, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice, to include;
 - **The Period of Performance;**
 - Description of work performed;
 - A breakdown of material and labor cost with unit amounts; and
 - Payment amount requested for reimbursement;
 - Settled invoices should be submitted (showing paid);

- b) Request for Reimbursement; (Attachment D)
 - Signed and dated Summary Page with relevant Detail Pages;
 - Sub-Contractor's Itemized Invoice:
 - a. Sub-Contractor name;
 - b. Property owner name and address;
 - c. Date range of work performed;
 - d. Exact mitigation measure completed;
 - e. Amount requested for each mitigation measure;
 - Copies of Canceled Checks or Electronic Funds Payment Verification;
 - Quarterly Report; and,
 - Affidavit of Partial Competition (if applicable).

Task E (Construction): Upon completion and approval of Task C and D of Deliverable 2, by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS. During the construction phase, the Recipient is responsible for all contractor payments. All construction work shall be completed by a Qualified and Licensed Florida Contractor. The Recipient shall document all Florida Approved Product Codes, 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 fifteen (15) calendar 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 Project Management expenses (Not to exceed \$15,000) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation efforts may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 4 (Close-Out Package and Final Inspection): Based on the work described in Task E, the Recipient shall provide a Final Close-Out Package in digital format that includes the following:

- a) Request for 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 (based on deficiencies found in Task B) for each structure has been completed; and,
 - All relevant building Codes and Standards have been satisfied.

- b) 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 and videos, 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;

Task F (Close-Out Request): Upon completion of mitigation efforts, the Recipient shall provide the Division with an official letter stating the project is 100% complete per the contractor's scope of work. The Recipient shall request final inspection from the Division and provide documentation of all work completed as stated in Deliverable 4.

Task G (Final Inspection): A post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Due Date: A request for closeout is to be received by the Division on or before June 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management 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 August 15, 2024.

REIMBURSEMENTS AND EXPENSES:

Requests for Reimbursement: During the Fiscal Year, the Recipient is required to submit, at a minimum, quarterly Requests for Reimbursement (RFR), unless no funds were expended. The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than 15 calendar days past the end of the quarter (see Table 1). Documentation is required to support each RFR. Examples of supporting documentation are provided below for both construction expenses and project management 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.

Project management 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.

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.

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.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

Table 1:

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2024.
Deliverable 2: Procurement and PIS Submission	No later than 120 days post contract execution.	
Deliverable 3: Construction	To be completed by June 1, 2024.	Completion of all mitigation retrofit work.
Deliverable 4: Final Inspection & Close-Out Package	No later than June 15, 2024.	

Table 2:

EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	\$15,000.00
Construction Expenses	\$179,000.00
Totals	\$194,000.00

This is HLMP Project Number DEM-HL00091, Hernando County Fire and Emergency Services. The Period of Performance for this project shall start August 3, 2023 and ends on December 31, 2024.

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

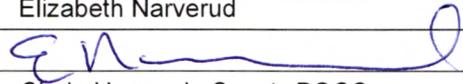
complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:	

Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Elizabeth Narverud
Signature:	
Title:	Chair, Hernando County BOCC
Date:	August 13, 2024

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY
 BY 
 County Attorney's Office