



Interoffice Memorandum

DATE: May 17, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Anne Kulikowski, Director
Administrative Services Department 

FROM: **Reed Knowlton, Manager** 
Fiscal and Operational Support Division
(407) 836-0052

SUBJECT: **June 8, 2021 Consent Agenda**
Modification to State Grant Agreement
Florida Division of Emergency Management
Shelter Retrofit Program
Contract Number: F0005
Project Number: DEM-SR00005

The Florida Division of Emergency Management awarded Orange County a grant in the amount of \$1,030,000 that was approved by the Board on February 26, 2019. The purpose of the grant was to retrofit five designated evacuation shelters with exterior envelope protection, to include windows, doors, louvers or other assemblies that penetrate through the exterior walls and roofs to meet the Division's minimum hurricane shelter survey criteria.

This grant modification is to amend the period of performance date of the agreement from its original expiration date of September 30, 2021 to a revised date of December 31, 2022 and increase the federal funding by \$800,000 for a total amount of \$1,830,000.

The request to extend the period of performance modification is due to the Request for Proposal process taking over 13 months due to COVID-19 delays and the project being rebid after only receiving one bid on the initial solicitation. The consultant was then required to complete a financial audit, which took several months to complete. Finally, design services were put on hold until the Florida Division of Emergency Management made a determination on the additional funding request.

The request to increase the funding modification is due to Orange County relying on a recommended project budget provided by the State to be able to meet the grant deadline as the cost estimating services were not available until after the grant submission. Once the cost estimating was completed, additional funds needed to be identified to continue with the hardening project. The State recommended taking \$800,000 that was unspent from our

approved Generator Connection grant and transfer it to use for this hardening project. Also, our Parks and Recreation Division, Office of Emergency Management, and the Florida Division of Emergency Management recommended removing the Meadow Woods Recreation Gym from this project as the Goldenrod Recreation Gym was already identified in District 4 to harden. Therefore, four recreation gyms will be hardened to become designated evacuation shelters. The four locations are Goldenrod Recreation Gym, South Econ Recreation Gym, West Orange Recreation Gym, and Silver Star Recreation Gym.

ACTION REQUESTED: Approval and execution of Modification to Subgrant Agreement between the Division of Emergency Management and Orange County Board of County Commissioners Contract Number: F0005 Project Number DEM-SR00005 to amend the period of agreement expiration date from September 30, 2021 to December 31, 2022 and increase funding by \$800,000 for a maximum amount payable of \$1,830,000 and authorization for the Mayor or designee to execute any further necessary amendments to such Grant Agreement that do not change the scope of the project or increase the overall project budget.

c: Darren Gray, Deputy County Administrator
Carla Bell Johnson, Assistant County Administrator
Auria Oliver, Management and Budget Advisor

BCC Mtg. Date: June 8, 2021

Contract Number: F0005

Project Number: DEM-SR00005

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Orange County Board of County Commissioners ("the Sub-Recipient") to modify Contract Number F0005, dated March 22, 2019 ("the Agreement").

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

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hurricane Loss Mitigation Program of \$1,030,000.00, in Federal Funds; and

WHEREAS, the Agreement shall expire on September 30, 2021; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement, modify the Scope of Work, and increase the Federal Funding under the Agreement.

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

1. Paragraph 7 of the Agreement is hereby amended to read as follows:

(7) PERIOD OF AGREEMENT

This Agreement shall begin March 22, 2019 and shall end December 31, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

2. The Agreement is amended to increase the Federal Funding by \$800,000.00, for the maximum amount payable under the Agreement to \$1,830,000.00, (One Million Eight Hundred Thirty Thousand Dollars and No Cents).
3. The Budget and Scope of Work, Attachment A to this Agreement, are hereby modified as set forth in 1st Revised 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 thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last 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 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of 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.

SUB-RECIPIENT: Orange County Board of County Commissioners

By: Burton W. Brooks

Name and Title: Burton W. Brooks County Administrator

Date: JUN 08 2021

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: Miles E. Anderson
Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.07.09 15:32:41 -04'00'

Name and Title: Jared Moskowitz, Director

Date: 07/09/2021



**Attachment A
Budget and Scope of Work**

I. Proposed Budget

Category	Anticipated Expenditure Amount
Salary and Benefits	\$0
Other Personal/Contractual Services	\$1,800,000
Administrative Expenses (Limited to no more than 5%)	\$30,000
Expenses	\$0
Operating Capital Outlay	\$0
Fixed Capital Outlay	\$0
Total Expenditures	\$1,830,000

NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:

Agreement funds shall be used for retrofit of designated buildings with exterior envelope fenestration protection, to include windows, doors, louvers or other assemblies that penetrate through the exterior walls and roofs, or where needed preventative maintenance and repairs for existing window and door protection to meet the division's minimum hurricane shelter survey criteria. Administrative expense may be you to determine an opinion of probable cost for the protective fenestration coverings. Upon written request (U.S. Mail, facsimile, e-mail) by the Recipient and written authorization by the Division of Emergency Management (Division), project cost left-over/residual funds may be used for:

- Additional structural and non-structural retrofitting or mitigation needed to improve hurricane safety of scope-of-work designated building(s)
- Structural and non-structural retrofitting or mitigation needed to improve hurricane safety of other building(s) located on the same campus(es)
- Structural engineering services to certify roof and loadpath systems of other building(s) located on the same campus(es)
- Electrical design, equipment installation or construction that is consistent with Section 453.25.5, *2017 Florida Building Code—Building*

At final close-out, the Recipient shall provide a report showing the actual expenditures for each individual building under this Agreement. Expenditures shall be separated into architectural and engineering design services; building envelope protection costs; other mitigation measures (roof equipment tie-down, tree removal, or windborne debris removal); electrical standby system costs (if applicable); and other costs.

II. SCOPE OF WORK

The Recipient shall retrofit the following building(s) with exterior envelope protection assemblies, systems or products to resist windloads and large missile debris impact consistent with ASCE 7 and the *Florida Building Code 2017—Building* (sixth edition), and if needed, preventative maintenance and repairs for existing window and door protection.

Site Name	Bldg # / type	Year Built	Description of Work	Estimated Cost \$	Risk Capacity Gained (@ 20 Sq Ft each)
Magic county gyms (4) at:	All	All			
South Econ Rec Gym 3850 S. Econlockhatchee Trail Orlando 32829	Main building (gym and breakout rooms)	2010	Fenestration protection meeting large missile impact standards to include all storefront windows and doors- 1605 SF each location	\$1,800,000	1130 at each location (1130x4)
West Orange Rec Gym 309 S. West Crown Point Rd. Winter Garden 34787			Matching funds as needed for genset pads, tie downs, security fencing and other appurtenances as needed.		
Silver Star Rec Gym 2801 N. Apopka-Vineland Rd. Orlando 32818					
Goldenrod Rec Gym 4863 N. Goldenrod Rd. Winter Park 32792					
			Admin expenses for entire project	30,000	
Totals:				\$1,830,000	4520

The identified building(s) have been designated by the county emergency management agency as public hurricane evacuation shelter. Therefore, the Recipient agrees that during a declared state or local emergency the building(s) must be made available for use as a public hurricane evacuation shelter upon request by the local emergency management agency.

The Recipient agrees to maintain the structure(s) assemblies, equipment, systems and products that are constructed, modified or installed with grant funds in good repair and functional condition for the life of the work, but not less than 15 years from the date of issue of the building official's certificate of completion or other written acceptance of completed work.

Eligible reimbursable costs include, but not limited to: architectural and engineering services and fees; construction management services and fees; site survey and soil testing; necessary permit and inspection fees; site fill, grading and landscaping; civil and utilities site work; necessary demolition and facility or site restoration; construction of protective enclosure and equipment foundation slab(s); essential appurtenant structures and service equipment; special inspections; lightning protection; generator disconnect, loading and unloading, transport and connection; costs associated with Leadership in Energy and Environmental Design (LEED) certification; and, management and administration of the grant (limited to no more than five percent).

Upon completion of scope-of-work, at a minimum, the building(s) and essential ancillary structures and equipment shall meet the hurricane hazard safety criteria established in *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496). The Division may request documentation to confirm the retrofitted building(s) meets (or will meet) ARC 4496. Recipient agrees to provide requested documentation. Failure to supply required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

At a minimum, all envelope protection systems and products purchased and installed as part or in whole of this grant shall meet the windload design requirements of ASCE 7, Risk Category IV and Exposure Category "C" (unsheltered exposure). Also, all envelope protection systems or products purchased and installed as part or in whole of this grant shall have been tested and passed the large missile impact test procedures of ASTM E 1886 and ASTM E 1996, or Florida Building Code (High Velocity Hurricane Zone/Miami-Dade) Testing Protocols TAS 201, TAS 202 and TAS 203. The Division highly recommends that envelope protection systems and products meet the more severe large missile impact standard of the hurricane provisions of International Code Council's storm shelter standard ICC 500.

The period of performance for this grant shall end on Dec 31, 2022 unless an extension is authorized by the Division through modification of the funding Agreement.

Funding provided by the Division under this Agreement, in part, shall compensate for the materials and labor for the construction of a hurricane-resistant protective enclosure, installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer nor 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.

It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from high wind events even after the completion of the mitigation measures funded under this Agreement. It is further understood and agreed by the Division and the Recipient that the level of wind protection provided by the mitigation action, although meeting State codes and standards and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

III. TASK PRODUCTS

- A. Recipient shall prepare and submit an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement to be requested for each activity. Table SW-1 *Initial Timeline and Estimated Reimbursement Allocation* may be used to meet this task product.
- B. Recipient shall submit a copy of the local public advertisement(s) requesting professional and construction services; copies of pre-bid conference sign-in roster(s) and agenda; copy of the list of bidders and their respective prices; and a copy of accepted vendor bid form(s).
- C. If applicable, the Recipient shall provide one (1) set of substantially complete (approximately 80 percent) preliminary design/permit documents (drawings and specifications manual) for review and comment by the Division. As applicable to the project, the design/permit documents shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings.
- D. If applicable, the Recipient shall provide one (1) set of near bid-ready (100 percent) or pre-construction design/permit documents (drawings and specifications manual) for review and comment by the Division. As applicable to the project, the design/permit documents shall include

site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and shall be certified by the applicable registered or licensed design professional(s) of record.

- E. The Recipient shall provide the Division with copies of large missile impact envelope protective system or product test certifications, reports or Notices of Acceptance. Documentation shall demonstrate that the system(s) and product(s) meet the large missile impact performance requirements of the scope-of-work. Failure to provide the required documentation, or disapproval of the documentation by the Division, shall result in denial of funds.
- F. If applicable, the Recipient shall provide the Division one (1) set of final or "as-built" construction documents certified by the applicable registered or licensed design professional(s) of record upon completion of the project.
- G. The Recipient shall provide the Division with copy(s) of pertinent construction and regulatory permits, detailed construction schedule (e.g., Gantt Chart), observation/inspection reports (if any), certificate of completion (or written acceptance of completed work by building official), and photographs documenting pre-construction conditions and post-construction completed work.

IV. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

V. FUNDING COMPLIANCE REQUIREMENTS

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VI.

REPORTS AND REIMBURSEMENT

1. A Quarterly Progress Report is due to be received by the Division no later than 30 days after the end of each quarter of the program year and shall continue to be submitted quarterly until submission of the administrative Final Close-Out Report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30. The Quarterly Progress Report shall provide the status of documentation requirements in accordance with the Reporting Schedule in Attachment C, as well as a discussion of significant events or milestones, circumstances affecting dates, and any special issues that should be reported.
2. **Reimbursement may be, and is encouraged to be, requested on a quarterly basis or as needed**, and will be based on expenses as reported and indicated by the submission of the Quarterly Progress Report required by Paragraph 7(b) and the submission of an approved Financial Report/Reimbursement Request for payment. Purchase and/or installation and vendor invoicing shall be completed no later than Dec 31, 2022.
3. A full accounting for the expenditures will be contained in the Final/Close-Out Report, which is due 45 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs. The Final/Close-Out Report shall provide a breakdown of actual funds used for each building, and the actual funds used for building/location of standby or emergency electric power system(s), if applicable. Additionally, the Final/Close-Out Report shall indicate the dates and amounts of all reimbursement requests submitted by the Recipient to the Division during the period of the Agreement, the total amount of funds the Recipient received for this project under the Agreement, and the balance of unused funds, if any, that will not be used by the Recipient for this project Agreement and may be deobligated from this project Agreement by the Division.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Seminole County Hurricane Shelter Retrofit Project(s)				
PROJECT PHASE/ ACTIVITY	Start Date	End Date	State Funds	Other Funds
Board Contract Approval				
A&E Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 70% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/ Mobilization				
Construction Project Management				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Contingency				
Administrative Fees; maximum of 5%				
Sub-Totals				
TOTAL Estimated Project Cost				

A&E - Architectural and Engineering; FY - Fiscal Year