

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 6, 2011

Consent

Regular

Workshop

Public Hearing

Department: **Facilities Development and Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Modification No. 3 to Subgrant Agreement (R2008-0048) with Florida Division of Emergency Management (DEM) providing for reimbursement of staff costs.

Summary: Following Hurricane Wilma in 2005, the United States Department of Homeland Security-Federal Emergency Management Agency (FEMA) made available Hazard Mitigation Grant Program funds for projects designed to mitigate the hazards of disaster events relative to critical governmental facilities. A grant was approved for the work relating to the purchase and installation of impact resistant glass on all windows and doors for the Governmental Center, State Attorney/Public Defender (SA/PD), and Main Courthouse, which was subsequently revised to remove the Governmental Center from the project. As the County provided full time on site project supervision due to the highly restricted and sensitive nature of the facility both to provide monitored access and general oversight of contractor activities for the entire duration of the project, the Agreement is being modified to allow for reimbursement for the staff time. DEM has agreed in writing to reimburse the County for the costs, but requires the County to sign the modification first. (Capital Improvements Division) Countywide/District 7 (JM)

Background and Justification: This modification will add project management fees to the Agreement to allow reimbursement of direct supervision costs incurred by PBC for the project, along with a time extension to January 31, 2012 to allow processing of the reimbursement request. The Agreement provides for 75% reimbursement of project costs. Therefore \$91,683 of \$122,244 staff costs will be reimbursed.

Attachment:

1. Location Map
2. Modification No. 3

Recommended by: gac

Armeny Wolf
Department Director

11/8/11
Date

Approved by: _____

[Signature]
County Administrator

12/1/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$0	0	0	0	0
Operating Costs		0	0	0	0
External Revenues		0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

No fiscal impact as funds are currently budgeted in Public Building Improvement Fund as estimated revenue to be received in FY 2012. Project have been completed FY 2011

[Signature] 11/17/11
 OFMB *JD* 11/16/11
 11/16/11
 11/16/11
 11/16/11

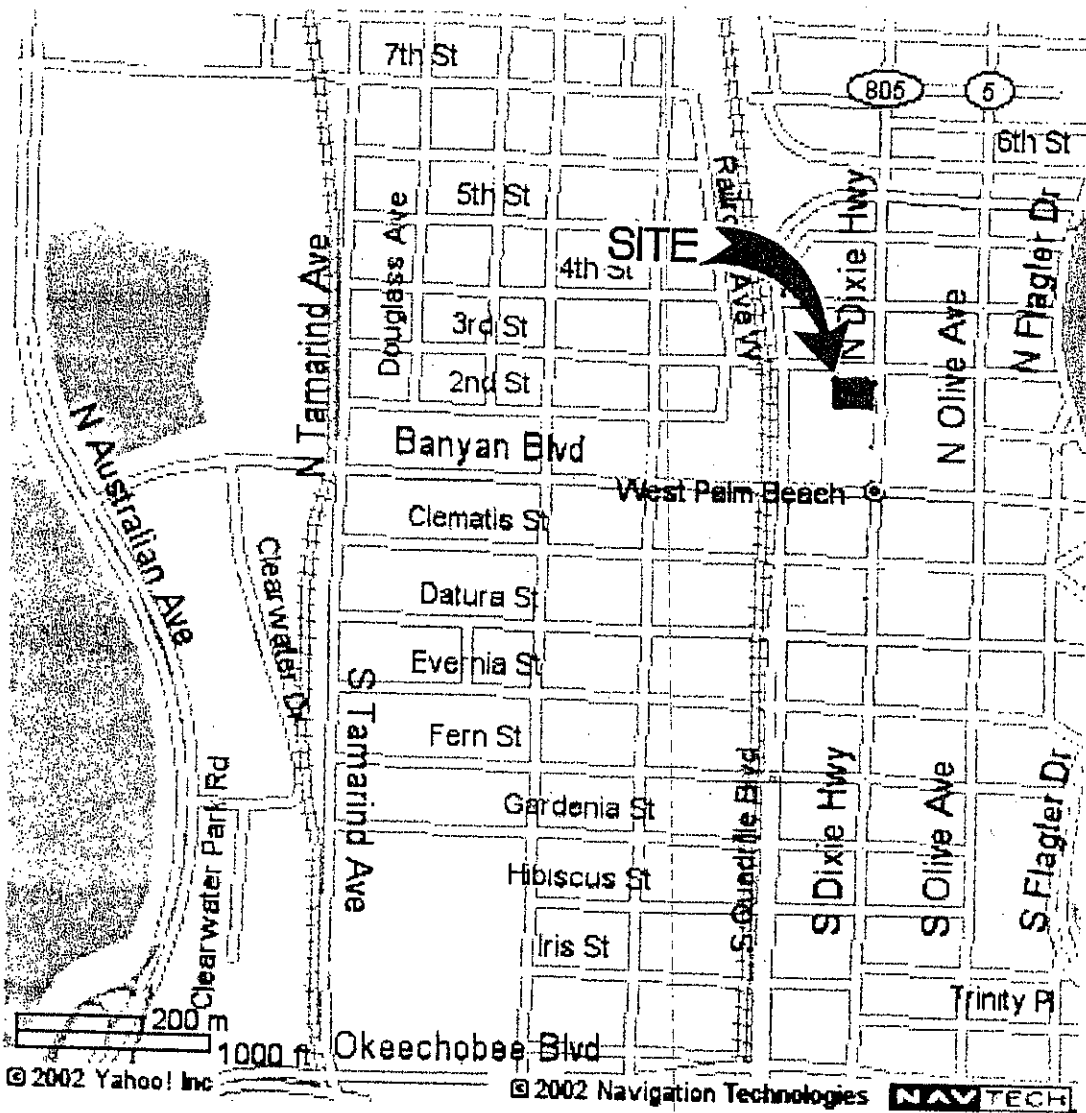
[Signature] 11/21/11
 Contract Administrator
 11-18-11 B. Wheeler

B. Legal Sufficiency:

[Signature] 11/22/11
 Assistant County Attorney

C. Other Department Review:

This summary is not to be used as a basis for payment.



LOCATION MAP

N.T.S.



AGREEMENT NUMBER: 08HM-6G-10-60-01-020
PROJECT NUMBER: 1609-105-R

MODIFICATION NUMBER THREE TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
PALM BEACH COUNTY

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and Palm Beach County, ("Recipient") to modify DCA Contract Number: 08HM-6G-10-60-01-020, which began September 20, 2007 ("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 \$11,312,112.00; and

WHEREAS, the Agreement expired on June 30, 2011; and

WHEREAS, the Division and the Recipient desire to reinstate the Agreement, to extend the term of the Agreement and modify the Attachment A, Budget and Scope of Work line item budget.

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

1. The Agreement is hereby reinstated as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin September 20, 2007 and shall end January 31, 2012 unless terminated earlier in accordance with provisions of paragraph (12) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, is hereby deleted in its entirety, and a 2nd Revised Attachment A, Budget and Scope of Work to this Modification, which is attached hereto and incorporated by reference, is substituted in its place and stead.
4. 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.
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.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

SHARON R. BOCK, CLERK &
COMPTROLLER

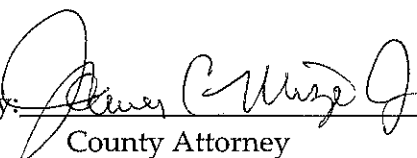
PALM BEACH COUNTY BOARD, FLORIDA, BY
IT'S BOARD OF COUNTY COMMISSIONERS

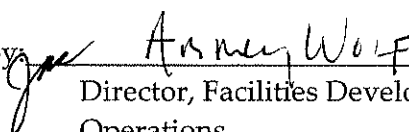
By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director, Facilities Development &
Operations

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Bryan W. Koon, Director

Date: _____

**2ND REVISED
Attachment A**

Budget and Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Palm Beach County, will wind retrofit the two (2) buildings located in the Downtown Governmental Complex in West Palm Beach, Florida, by purchasing and installing impact resistant glass on all windows and doors on structures at the following locations:

1. Courthouse at Judicial Center located at 205 North Dixie Highway, West Palm Beach, Florida 33401
2. State Attorney & Public Defender Building located at 401 North Dixie Highway, West Palm Beach, Florida 33401

If deemed necessary, wind protection will be provided on any other openings such as skylights, vents, louvers and exhaust fans. All installations will be done in strict compliance with the Florida Building Code or Miami-Dade Specifications. 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 specifications.

This is FEMA project **1609-105-R**, funded under 1609-DR-FL.

The Period of Performance for this project ends on January 31, 2012.

Schedule of Work

Design & Engineering:	6 Months
Review of Design & Engineering:	3 Months
Bidding:	2 Months
Permitting:	3 Months
Scaffolding:	2 Months 20 days
<u>Installation:</u>	<u>15 Months</u>
Total Period of Performance:	31 Months 20 days

Line Item Budget*

	Project Cost	Federal Share	Local Share
205 North Dixie Highway:	\$11,474,927.00	\$ 8,606,195.00	\$2,868,732.00
401 North Dixie Highway:	\$ 3,338,077.00	\$ 2,503,558.00	\$ 834,519.00
Project Management Fees:	\$ 122,244.00	\$ 91,683.00	\$ 30,561.00
Sub-Total:	\$14,935,248.00	\$11,201,436.00	\$3,733,812.00
<u>Administrative Cost:</u>	<u>\$ 0.00</u>	<u>\$ 110,676.00</u>	<u>\$ 0.00</u>
Total:	\$14,935,248.00	\$11,312,112.00	\$3,733,812.00

** 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:	\$11,201,436.00 (75%)
<u>Local Share:</u>	<u>\$ 3,733,812.00 (25%)</u>
Total Project Cost:	\$14,935,248.00 (100%)

Recipient Administrative Allowance up to \$110,676.00.

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.