

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Modification #4 to Flood Mitigation Assistance Agreement #03FM-52-06-69-01-088 between Seminole County and the Department of Community Affairs, Division of Emergency Management for the property located at 2656 Shad Lane, Geneva, FL.

DEPARTMENT: Planning & Development  **DIVISION:** Building & Fire Prevention

AUTHORIZED BY: Dan Matthys **CONTACT:** Jim Stroupe **EXT.** 7580

| | | | | |
|-----------------------------------|---|--|---|--|
| Agenda Date <u>9/27/05</u> | Regular <input type="checkbox"/> | Consent <input checked="" type="checkbox"/> | Work Session <input type="checkbox"/> | Briefing <input type="checkbox"/> |
| | Public Hearing – 1:30 <input type="checkbox"/> | | Public Hearing – 7:00 <input type="checkbox"/> | |

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute modification #4 to the Flood Mitigation Assistance Agreement #03FM-52-06-69-01-088 between Seminole County and the Department of Community Affairs, Division of Emergency Management.

District 5; Commissioner Brenda Carey

BACKGROUND:

The original agreement was approved and executed on October 28, 2003, and provided funding from the State of Florida Department of Community Affairs, Division of Emergency Management, to demolish a non-compliant structure and rebuild a new single family residence in compliance with County Flood Prone regulations and FEMA/NFIP requirements.

Due to the hurricanes this past year, this project has been delayed and the modification is required to extend the agreement to allow the project to be completed. The modified forms have been provided by the State to accomplish this task.

| |
|--------------------------------------|
| Reviewed by: <u>. 9-16-05</u> |
| Co Atty: <u>J. D. ...</u> |
| DFS: _____ |
| Other: _____ |
| DCM: <u>[Signature]</u> |
| CM: <u>[Signature]</u> |
| File No. <u>-CPDB01</u> |

as to form gal

MODIFICATION # 4 TO GRANT AGREEMENT BETWEEN
THE DEPARTMENT OF COMMUNITY AFFAIRS AND
SEMINOLE COUNTY

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and Seminole County (■Recipient●) to reinstate and modify DCA Contract Number 03FM-52-06-69-01-088. ("the Agreement").

WHEREAS, the Agreement expired on August 31, 2005; and

WHEREAS, the Department and the Recipient desire to reinstate the Agreement and to modify the Agreement by extending it.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree to reinstate and extend the contract as follows:

1. Paragraph (3) of the Agreement is hereby deleted in its entirety, and the following paragraph substituted in its place and stead for all intents and purposes:

This Agreement shall begin July 30, 2003 and shall end July 31, 2006, unless terminated earlier in accordance with the provisions of paragraphs (9) of this Agreement.

2. 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.
3. 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 document as of the dates set out herein.

SEMINOLE COUNTY

**DEPARTMENT OF COMMUNITY
AFFAIRS**

BY: _____

BY: _____

Title: _____

W. Craig Fugate, Director

Date: _____

Date: _____

**FEDERALLY FUNDED FLOOD MITIGATION ASSISTANCE SUBGRANT
AGREEMENT**

THIS AGREEMENT is entered into by and between Seminole County, Florida (hereinafter referred to as the "County"), and Mr. Alan A. and Mrs. Irene Wright, whose principal address is 2656 Shad Lane, Geneva, Florida 32732, (hereinafter referred to as the "Owners").

A. WHEREAS, the National Flood Insurance Act of 1968 (P. L. 90-448, 42 U.S.C. §§4001-4129) authorizes the Federal Emergency Management Agency ("FEMA") to provide financial assistance for eligible projects under the Flood Mitigation Assistance Program ("FMAP"); and

B. WHEREAS, the FMAP may provide assistance to states and communities to implement programs to decrease the risk of damage to structures that may be insured under the National Flood Insurance Program; and

C. WHEREAS, the County represents that it participates in the National Flood Insurance Program, and that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

D. WHEREAS, the County, on behalf of the Owners, has applied for and has had approved, FMAP funds pursuant to the Federally Funded Flood Mitigation Subgrant Agreement; Contract Number: 03FM-52-06-69-01 (herein, "Program Funds"); and

E. WHEREAS, the County expects to receive these grant funds from the federal government, and has the authority to subgrant these funds to the Owners upon the terms and conditions hereinafter set forth; and

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Roach
DEPUTY CLERK

F. WHEREAS, the County has authority pursuant to Florida law to disburse the funds under this Agreement; and

G. WHEREAS, the County will not be responsible for any funding toward the project, and will solely administer and coordinate the project; and

H. WHEREAS, the Owners represents that they possess the requisite skills, knowledge, financial capability and experience to perform the Flood Mitigation Project and other activities as provide herein:

NOW, THEREFORE, the County and the Owners do mutually agree as follows:

(1) SCOPE OF WORK.

The Owners shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement. Failure to fully perform said obligations shall entitle the County to terminate this Agreement and withhold any funding described herein.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Owners and the County shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end upon the first day of the eightennth month after execution of this agreement, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Owners performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for- profit) organization on a cost-reimbursement basis, the Owners shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Owners shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the

audit report is issued, and shall allow the County or its designee access to such records upon request. The Owners shall ensure that audit working papers are made available to the County or its designee upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for three years after final disposition.

3. Records relating to real property acquisition shall be retained for three years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Owners, their employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the County, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

"Agents" shall include, but not be limited to, auditors retained by the County.

(e) Any additional terms and conditions pertaining to recordkeeping are set forth in Attachment C.

(6) REPORTS

(a) At a minimum, the Owners shall provide the County with bi-monthly reports and with a close-out report.

(b) Monthly reports are due to be received by the County on the 30th day each month of the program project and shall continue to be submitted each month until submission of the administrative close-out report.

(c) The close-out report is due 10 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(d) If all required reports and copies, prescribed above, are not sent to the County or are not completed in a manner acceptable to the County, the County may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The County may terminate the Agreement with the Owners if reports are not received within 10 days after written notice from the County stating that the reports are due. "Acceptable to the County" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work.

(e) Upon reasonable notice, the Owners shall provide such additional program updates or information as may be required by the County.

(7) MONITORING.

By entering into this Agreement, the Owners agree to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that a limited scope audit of the Owners is appropriate, the Owners agree to comply with any additional instructions provided by the County to the Owners regarding such audit. The Owners further agree to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the County or the Department of Community Affairs.

(8) LIABILITY.

(a) The Owners shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the County and the Department of Community Affairs harmless against all claims of whatever nature arising out of the performance of work under this agreement. For purposes of this agreement, the Owners agree that they are not employees or agents of the County, but are independent contractors.

(9) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the County to make any further payment of funds

hereunder shall, if the County so elects, terminate and the County may, at its option, exercise any of its remedies set forth herein. In the event that an Event of Default occurs, the County may make any payments or parts of payments thereafter without thereby waiving the right to exercise any and all remedies, and without becoming liable to make any further payment.

(b) Events of Default include the following:

1. If any warranty or representation made by the Owners in this Agreement or any previous Agreement with the County shall at any time be false or misleading in any respect, or if the Owners shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the County and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Owners at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the County, and the Owners fail to cure said material adverse change within ten (10) days from the time the date written notice is sent by the County.

3. If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information;

4. If the Owners have failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A.

(c) Upon the happening of an Event of Default, then the County may, at its option, upon thirty (30) calendar days prior written notice to the Owners and upon the Owners failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the County from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement.
2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment;
4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Owners to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the owners to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Owners to reimburse the County for the amount of costs incurred under this Agreement – including but not limited to the funds previously disbursed to the Owners and all the costs associated with enforcement of the Agreement;
5. Exercise any other rights or remedies which may be otherwise available under law.

(d) The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail- return receipt requested, to the address set forth in paragraph (10) herein;

(e) The County may terminate this Agreement for cause upon ten (10) day written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Owners to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(f) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(g) In addition to any other remedies, if upon final inspection, certificate of occupancy, final audit, or other review by the County, FEMA or other authority determines that the disbursements to the Owners under this Agreement exceed the eligible costs, the Owners shall refund to the Department of Community Affairs the sum by which the total disbursements exceed the eligible costs within thirty (30) days from the date the Owners is notified of such determination.

(h) This Agreement may be terminated by the written mutual consent of the parties. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties, or any allowable costs accrued as of the date of receipt of the notice of termination.

(i) Notwithstanding the above, the Owners shall not be relieved of liability to the County by virtue of any breach of Agreement by the Owners. The County

may, to the extent authorized by law, withhold any payments to the Owners for purpose of set-off until such time as the exact amount of damages due the County from the Owners is determined.

(10) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the County contract manager for this Agreement is:

Ms. Heidi Liles, Plans Examiner- Floodprone
Seminole County
Building and Fire Inspection Division
1101 E. First Street
Sanford, Florida 32771
Telephone: 407 665 7335

(c) The name and address of the Owners is:

Mr. Alan A. and Mrs. Irene Wright
2656 Shad Lane
Geneva, Florida 32732
Telephone: 407 834 1700 ext. 103

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Owners in this Agreement, in any subsequent submission or response to County request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the County and with ten (10) days written notice to the Owners, cause the termination of this Agreement and the release of the County from all its obligations to the Owners.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Seminole County . If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the County of any right or remedy granted hereunder or failure to insist on strict performance by the Owners shall affect or extend or act as a waiver of any other right or remedy of the County hereunder, or affect the subsequent exercise of the same right or remedy by the County for any further or subsequent default by the Owners. Any power of approval or disapproval granted to the County under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Owners agree to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

(g) By signing this Agreement, the Owners certify, to the best of their knowledge and belief, that they and their agents:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal County or agency;

2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation

of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Owners are unable to certify to any of the statements in this certification, the Owners shall attach an explanation as to why they cannot certify to this Agreement.

(12) AUDIT REQUIREMENTS.

(a) The Owners agree to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by county personnel and other personnel duly authorized by the County. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Owners shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) Any report, management letter, or other information required to be submitted to the County pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(e) Owners, when submitting financial reporting packages to the County for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Owners in correspondence accompanying the reporting package.

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Owners shall be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified the Owners of such non-compliance.

(g) The Owners shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(h) The Owners shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a

public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS.

(a) If the Owners subcontract any or all of the work required under this Agreement, a copy of the executed subcontract must be approved in writing by the County prior to its execution and forwarded to the County within ten (10) days of its execution. The Owners agree to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the County and the Department of Community Affairs harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. All contractors and subcontractors employed pursuant to this Agreement must be approved in writing by the County prior to their employment in order to be eligible for reimbursement under the terms of this Agreement.

(14) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(15) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1

| | |
|----------------|--|
| Attachment A | Scope of Work and Budget, and FMAP Application Elevation Cost Worksheet |
| Attachment B | Program Statutes and Regulations |
| Attachment C-1 | Request for Advance or Reimbursement Form |
| Attachment C-2 | Summary of Documentation Form |
| Attachment D | Justification of Advance |
| Attachment E | Reports |
| Attachment F | Project Progress Report Form |
| Attachment G | Patents and Copyrights |

(16) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Owners shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$145,725.00** subject to the availability of funds. If applicable federal funds are not made available to the Department of Community Affairs (DCA) and/or to the County, neither DCA nor the County shall have any obligations to reimburse the Owners for their expenses.

(b) The Owners agree to pay, as their non-federal share of the eligible costs, an amount which is equal to the lesser of **\$48,575.00** or Twenty-five Percent (25%) of the eligible costs under this Agreement. Of the non-federal share to be paid by the Owners, not more than Fifty Percent (50%) may be satisfied by in-kind contributions. The Owners percentage of funding shall be paid in a concurrent manner and pro rata share as the federal funds used.

(c) Only Contractors and Subcontractors which have been pre-approved pursuant to section 13 of this Agreement shall be eligible for cost-reimbursement under this Agreement.

(17) STANDARD CONDITIONS.

The Owners agree to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, subject to any

modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution, or as provided in §252.37(4), Fla. Stat.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial agreement or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(e) The County reserves the right to unilaterally cancel this Agreement for refusal by the Owners to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Owners in conjunction with this Agreement.

(f) If the Owners are allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the County or be applied against the County's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a

violation of Section 274A(e) of the INA. Such violation by the Owners of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

(18) LOBBYING PROHIBITION.

(a) No funds or other resources received from the County in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Owners certify by their signature to this Agreement, that to the best of their knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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(19) COPYRIGHT, PATENT AND TRADEMARK.

If applicable to this Agreement, refer to Attachment G for terms and conditions relating to copyrights, patents and trademarks.

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

OWNER: Mr. Alan A Wright

BY: Alan A Wright

Date: 1/21/03

WITNESS:

BY: H. M. Liles

Name: HEIDI M LILES

Date: 1.21.2003

WITNESS:

BY: Jorgia E Marrs

Name: Jorgia E Marrs

Date: 1-21-03

NOTARY PUBLIC:

State of Florida, County of Seminole David Brown

The forgoing instrument was acknowledged before me this 21st day of Jan, 2003,

By Alan A Wright, who is personally known to me or has

produced FL PL as identification.



David Brown
MY COMMISSION # CC850417 EXPIRES
July 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

OWNER: Mrs. Irene Wright

BY: Irene Wright

Date: 1-21-03

WITNESS:

BY: H. Liles

Name: HEIDI LILES

Date: 1.21.2003

WITNESS:

BY: Jorja E Marris

Name: Jorja E Marris

Date: 1-21-03

NOTARY PUBLIC:

State of Florida, County of Seminole [Signature]

The forgoing instrument was acknowledged before me this 21st day of Jan., 2003,

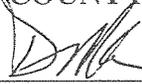
By Irene Wright, who is personally known to me or has

produced FLDL as identification.



David Brown
MY COMMISSION # CC850417 EXPIRES
July 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

SEMINOLE COUNTY, a political subdivision of the State of Florida

BY: 

Daryl McLain, Chairman, Board of County Commission

Date: 1-29-03

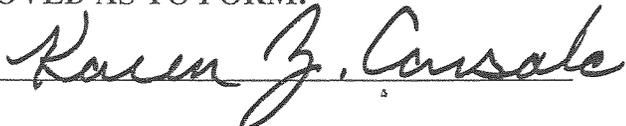
COUNTY CLERK:

BY: 

Name: MARYANNE MORSE

Date: 1-30-03

APPROVED AS TO FORM:

BY: 

Karen Consalo, Assistant County Attorney

Date: 1/29/03

PAYMENT PROCEDURE/BUDGET

The County shall disburse the eligible costs to the Owners in accordance with the following procedures:

- A. The Owners will be reimbursed for that portion of its eligible costs corresponding to the federal share of such costs once the Owners have delivered the following documents to the County:
 1. A Reimbursement Form conforming to the sample attached to this Agreement as Attachment C-1;
 2. A Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment C-2, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like; and
 3. A letter certifying that the reported costs were incurred in the performance of eligible work.
- B. The County may, in its discretion, withhold its portion of the non federal share of funding under this Agreement from the Owners if the County has reason to expect a subsequent unfavorable determination by the Federal Emergency Management Agency or the Department of Community Affairs that a previous disbursement of funds under this Agreement was improper.
- C. The County may advance funds under this Agreement to the Owners if the Owners meet the following conditions:
 1. The Owners shall demonstrate to the County that the Owners have procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 2. The Owners shall submit a statement specifying the amount of funds requested and justifying the advance and the proposed use of the funds, together with budget information supporting the request;
 3. The Owners shall submit a completed Request for Advance or Reimbursement Form; and
 4. The Owners shall pay over to the Department of Community Affairs any interest earned on advances for remittance to the Federal Emergency Management Agency as often as practicable, and in any event not later than ten (10) business days after the close of each calendar quarter.
- D. The County shall disburse the final payment to the Owners upon the performance of the following conditions:
 1. The Owners of the project shall have completed the project, and the County shall have certified to its completion and final inspection;
 2. Owners shall have submitted the documentation specified in this Payment Procedure; and
 3. The Owners shall have requested final reimbursement.

ATTACHMENT A

BUDGET AND SCOPE OF WORK

Property Owner: Alan and Irene Wright

Property Address: 2656 Shad Lane, Geneva, Florida 32732

FMAP Contract Number: 03FM-52-06-69-01, CFDA NUMBER: 83.536

The Owners shall perform tasks associated with demolishing the existing 2,212 square feet, two story structure and rebuilt a 2,212 square feet or greater, concrete block single family structure, a minimum of 2 feet above base flood elevation as further described in the Owners' Flood Mitigation Assistance Program application, which application is hereby incorporated by reference.

The structure is located in an AE-Zone and at a minimum when completed the new structure must: Meet the A-Zone requirements; including having the lowest floor at a minimum of 12 feet, NGVD (BFE + 2); any enclosed area below the BFE must have a minimum of 2 hydrostatic openings to allow for automatic entry/exit of flood waters and all construction materials below base flood elevation must be constructed with flood resistant materials. These areas should not be partitioned into separate rooms or finished off. Electrical and mechanical equipment shall not be located below BFE except for essential lighting which must be on a separate ground fault circuit. The Department of Community Affairs (DCA) shall reimburse eligible costs for this project up to \$145,725.00, and the Owners shall provide \$48,575.00 or greater. Prior to reimbursement, the Owners shall provide sufficient documentation demonstrating available funding for the amount of \$194,300.00 or greater for the project construction and completion.

1. Funding Summary

| | |
|----------------|---------------------------|
| Federal Share: | \$145,725.00 (75%) |
| Owners Share: | <u>\$ 48,575.00 (25%)</u> |
| Project Cost: | \$194,300.00 |

2. Eligible Expenditures

The following categories are generally considered eligible for reimbursement under the FMA. Only reasonable eligible expenses may be reimbursed. The Owners shall provide the County with a detailed listing of project expenditures, and classify them according to the listed categories, as part of any request for payment. Any expenditure that does not clearly fall under the specified categories shall be submitted to the County for review and determination of funding eligibility under the FMAP.

Attachment A (continued)

Preliminary cost estimates for this project have been provided to the County, and those costs that are eligible have been incorporated into the categories below and in Attachment B.

The amounts set forth below are estimates, and the County may allow the Owners to exceed the estimates and be reimbursed for

75% of expenditures in a category provided that the total reimbursement shall not exceed \$145,725.00. Any such authorization must be issued in writing by the County. The Owners may also expand their personal funds for non-eligible costs. However such funds shall not be included in Owners non-federal share of the funds required by this Agreement.

Budget and Scope of Work

| | Non-Federal (25%) | Federal (75%) | |
|----|--------------------------|----------------------|--------------------|
| A. | Permitting/Fees | \$ 3,750.00 | \$ 1,250.00 |
| B. | Planning/Design | \$ 5,625.00 | \$ 1,875.00 |
| C. | Site Preparation | \$ 4,500.00 | \$ 1,500.00 |
| D. | Demolition/Rebuild | \$124,600.00 | \$41,200.00 |
| E. | System Replacement | \$ 7,500.00 | \$ 2,500.00 |
| F. | Landscape Replacement | <u>\$ 750.00</u> | <u>\$ 250.00</u> |
| | TOTAL: | \$145,725.00 | \$48,575.00 |

Use the Elevation Cost Worksheet below to develop a detailed cost estimate, which must include *all* project costs. Any project costs that do not clearly fall under the specified categories should be submitted to the Department for review and determination of funding eligibility under the HMGP and the FMA program.

Elevation Worksheet continued

Elevation Cost Worksheet

Elevation Projects Only

Attachment A (continued)

| Description Estimate costs for all applicable items | Explanation of costs (e.g., 12 items @ \$40 each) | Total Costs |
|--|--|---------------------|
| Permitting/Recording/Legal Fees | | |
| Demolition Permit | | \$ 1,440.00 |
| Building Permit(s) | | \$ 2,320.00 |
| Plumbing, Electrical, Mechanical Permits | | \$ 1,660.00 |
| Recording Fees | | \$ |
| Legal Fees | | \$ |
| Planning and Design | | |
| Surveying and Site Layout | | \$ 2,250.00 |
| Elevation Certificate(s) | | \$ 200.00 |
| Engineering Design for Elevated Structure | | \$ 3,500.00 |
| Site Preparation | | |
| Structural Demolition | | \$ 6,800.00 |
| Lot Clearing | | \$ 880.00 |
| Debris Removal and Disposal | | \$ 1,400.00 |
| Excavation/Fill for Grading | | \$ 5,500.00 |
| Retrofitting/Elevation of an Existing Structure | | |
| Concrete & Block Work; Masonry Work | | \$ 24,083.00 |
| Drilling & Installation of Piers, Columns, or Piles | | \$ |
| Beams and Columns | | \$ 2,540.00 |
| Embedment and Sealant | | \$ 240.00 |
| Foundation Walls | | \$ |
| Structural Steel Work | | \$ 2,371.00 |
| Bracing and Anchoring | | \$ |
| Lifting/Jacking/Elevating | | \$ |
| Backfilling | | \$ 3,660.00 |
| Detachment and Reattachment (of elements affixed to structure) | | \$ |
| | SubTotal for Page | \$ 58,874.00 |

Attachment A (continued)

| | | Sub-Total from previous page | \$ 58,844.00 |
|--|--|------------------------------|-------------------|
| Description Estimate costs for all applicable items | Explanation of costs (e.g., 12 items @ \$40 each) | Total Costs | |
| Demo/Rebuild | | | |
| Sub-flooring | | \$ | 6,655.00 |
| Exterior Doors and Windows, Insulation | | \$ | 48,283.00 |
| Hurricane Clips/Ties | | \$ | 8,750.00 |
| Porches/Decks (if pre-existing) | | \$ | 880.00 |
| Stairs and Railings | | \$ | 16,000.00 |
| Plumbing Rough-in (for supply and drain, waste and vent) | | \$ | 4,360.00 |
| Electrical Rough-in (main circuit panel, junction boxes and outlets) | | \$ | 5,928.00 |
| Final Clean-up | | \$ | 8,098.00 |
| Systems Extensions (for elevated buildings only—not for new construction) | | \$ | 9,900.00 |
| Electrical Service | | | |
| Plumbing/Water Service | | \$ | 3,200.00 |
| Sewer/Septic System | | \$ | 5,100.00 |
| HVAC and Ductwork; Elevating Mechanical Equipment | | \$ | 8,580.00 |
| Additional Insulation | | \$ | 4,300.00 |
| Roof and Foundation Drainage Systems | | \$ | 4,752.00 |
| Soil Stabilization/Retaining Walls | | \$ | 2,960.00 |
| Landscape Replacement/restoration (for landscaping disturbed by construction) | | \$ | |
| Evaluated on a case-by-case basis | | \$ | |
| Displacement Costs | | | |
| Moving Costs | | \$ | 700.00 |
| Temporary Storage Costs | | \$ | 1,200.00 |
| Temporary Living Facilities Costs | | \$ | 6,600.00 |
| Other Eligible Costs (list additional costs to be determined by the Department for eligibility under the HMGP/FMA programs) | | | |
| Other(s) _____ | | \$ | |
| Total Eligible Project Costs | | \$ | 207,530.00 |

12
WEEK
ESTIMATE

Attachment B

Program Statutes and Regulations

National Flood Insurance Program, Public Law 90-448, as amended (42 U.S.C. §§4001-4129)

44 C.F.R. Parts 13 and 78

- (1) OMB Circular No. A-110
- (2) OMB Circular No. A-87
- (3) OMB Circular No. A-21
- (4) OMB Circular No. A-122
- (5) OMB Circular No. A-133
- (6) Federal Acquisition Regulations 312 and 931.2
- (7) American's With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.)
- (8) Cash Management Improvement Act of 1990
- (9) Immigration and Nationality Act Section 274A(e)
- (10) Chapter 119 Florida Statute
- (11) Chapter 216 Florida Statute
- (12) Chapter 768.28 Florida Statute



Sonya.Murray@dca.state.fl.us
09/15/2005 09:14 AM

To JStroupe@seminolecountyfl.gov
cc
bcc
Subject Seminole County modification - Wright Project

Jim,

We have received approval from FEMA Headquarters in Washington, DC to extend the Wright contract for one FINAL time. All work and a certificate of occupancy must be completed and obtained by July 31, 2006 or all funds will have to be reverted back to FEMA.

Please print out 4 copies of the attached modification and have the chief elected official sign and return all 4 copies to me for execution. We have processed Mr. Wright's payment request for \$66,994. This is all except the final 10%.

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your



e-mail communications may be subject to public disclosure. SEMINOLEMOD4.doc