

**MODIFICATION TO AGREEMENT BETWEEN THE DEPARTMENT OF COMMUNITY AFFAIRS
AND THE CITY OF GAINESVILLE**

This Modification Number 1 is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and the City of Gainesville, (the Recipient) to modify Department Subgrant Number 03-RC-11-03-11-02-004, award dated July 17, 2002, ("the Agreement").

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a grant of \$55,000 to the Recipient in order to implement the Hurricane Loss Mitigation Program as set forth in Attachment A, Budget and Scope of Work section of the Agreement; and,

WHEREAS, the Department and the Recipient desire to modify the Agreement by extending the period of the Agreement and modifying the Attachment A, Budget and Scope of Work section thereunder; and,

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

1. Section C, Item 3, Period of Agreement is revised to reflect an end date of September 30, 2003.
2. The Attachment A, Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the Revised Attachment A, Budget and Scope of Work section, which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement and any attachments thereto in conflict with this 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.
4. 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.

Recipient Name: City of Gainesville

By: *Thomas D. Bussing*

Date Signed: 5/27/03

Name and Title: Thomas D. Bussing, Mayor

FID #: 59-6000325

APPROVED AS TO FORM AND LEGALITY

By: *Dana L. Crosby*
Dana L. Crosby, Asst. City Atty.
City of Gainesville, Florida

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Date Signed: _____

Name and Title: Shirley W. Collins, Division Director—Housing and Community Development

Kurt Manning
Mayor of the
Community

ROUTING SLIP

To: Sharon

From: Patti Jo, Purchasing #32

Box #

FOR:

Date: 5/23/03

- your review/comment
 - your approval
 - your signature
 - Mayor signature
 - your initial
 - _____ initial
 - your file
 - your information
 - Other: _____
- See me to discuss
Take appropriate action
Per your request
Note & file
Note & return
Call me when received
Call me with questions ext. 5791

- Please:**
- Mail, B
 - Call wh791
 - Place in

Patti Jo

Comply, Check & Fo

- _____
- _____

**Revised Attachment A
Budget and Scope of Work
Agreement # 03-RC-11-03-11-02-004
City of Gainesville**

SCOPE OF WORK: The Recipient, the City of Gainesville, will serve as the designated agency for the implementation of the Residential Construction Mitigation Program (RCMP) program in the Duval Heights Front Porch Community. The RCMP offers grants to Low to Moderate Income homeowners to undertake retrofit measures needed to strengthen their homes and lessen damages from high-wind storms. RCMP funds shall be used to leverage State Housing Initiatives Partnership, CDBG, Weatherization and/or HOME funded residences scheduled for rehabilitation. A minimum of five (5) homes shall be retrofitted. All retrofit construction shall be completed by the contract end date.

1. The Recipient shall designate a staff member to serve as the contact person and liaison to the Department on issues relating to the RCMP. This individual will be responsible for all inquiries, concerns or comments regarding implementation of the program.
2. The Recipient shall create a database to track all homes to be retrofitted. The database shall list homeowner's name, address, pre- and post-inspection dates, retrofit measures completed, retrofit cost, homeowner's insurance company and policy number, and local housing rehabilitation program leveraged and amount thereof. A completed copy of the database shall accompany the final closeout and is due to the Department not later than 30 days after termination of this agreement.
3. The Recipient is responsible for pre-construction and post-construction inspections on each home to be retrofitted. The pre-construction inspection will identify recommended retrofit measures, as referenced by the Department's "Blueprint for Safety" building techniques, found at www.blueprintforsafety.org.
4. The Recipient is responsible for work write-ups on each home to be retrofitted. The work write-up, at a minimum, shall list the recommended construction measures, date work started and completed, retrofit costs, name of contractor, and Recipient's signature authorizing work. All retrofit measures shall comply with the standards detailed in the "Blueprint for Safety" building techniques. A copy of the work write-up shall accompany each request for payment forwarded to the Department by the Recipient.
5. The Recipient shall cooperate and coordinate with the Department's chosen contractor for receipt of "Blueprint for Safety" training prior to implementation of the project.
6. The Recipient shall cooperate and coordinate with the Department's chosen contractor who shall perform post-retrofit quality assurance inspections on a limited number of retrofitted homes.
7. The Recipient shall prioritize Florida Windstorm Underwriters Association policyholders, where applicable, under this program.

BUDGET:

- | | |
|--|--------------------|
| 1. Administrative costs (Not to exceed 10% of total funds budgeted): | |
| Copying, postage, office supplies | \$ 1,000.00 |
| Related office expenses (includes salaries and benefits) | \$ 762.00 |
| 2. Construction labor and materials (retrofits) | <u>\$53,238.00</u> |
| 3. Total funds budgeted for this agreement | \$55,000.00 |

Requests for reimbursement shall reflect actual itemized expenses. Any unused administrative funds shall be used for construction retrofits (labor and materials).

**MODIFICATION TO AGREEMENT BETWEEN THE DEPARTMENT OF COMMUNITY AFFAIRS
AND THE CITY OF GAINESVILLE**

This Modification Number 1 is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and the City of Gainesville, (the Recipient) to modify Department Subgrant Number 03-RC-11-03-11-02-004, award dated July 17, 2002, ("the Agreement").

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a grant of \$55,000 to the Recipient in order to implement the Hurricane Loss Mitigation Program as set forth in Attachment A, Budget and Scope of Work section of the Agreement; and,

WHEREAS, the Department and the Recipient desire to modify the Agreement by extending the period of the Agreement and modifying the Attachment A, Budget and Scope of Work section thereunder; and,

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

1. Section C, Item 3, Period of Agreement is revised to reflect an end date of September 30, 2003.
2. The Attachment A, Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the Revised Attachment A, Budget and Scope of Work section, which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement and any attachments thereto in conflict with this 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.
4. 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.

Recipient Name: City of Gainesville

By: Thomas D. Bussing

Name and Title: **Thomas D. Bussing, Mayor**

Date Signed: 5/27/03

APPROVED AS TO FORM AND LEGALITY
By: Dana L. Crosby
**Dana L. Crosby, Asst. City Atty.
City of Gainesville, Florida**

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Date Signed: _____

Name and Title: **Shirley W. Collins, Division Director-Housing and Community Development**

*Work of the
Kurt Lamm
Holl*

**Revised Attachment A
Budget and Scope of Work
Agreement # 03-RC-11-03-11-02-004
City of Gainesville**

SCOPE OF WORK: The Recipient, the City of Gainesville, will serve as the designated agency for the implementation of the Residential Construction Mitigation Program (RCMP) program in the Duval Heights Front Porch Community. The RCMP offers grants to Low to Moderate Income homeowners to undertake retrofit measures needed to strengthen their homes and lessen damages from high-wind storms. RCMP funds shall be used to leverage State Housing Initiatives Partnership, CDBG, Weatherization and/or HOME funded residences scheduled for rehabilitation. A minimum of five (5) homes shall be retrofitted. All retrofit construction shall be completed by the contract end date.

1. The Recipient shall designate a staff member to serve as the contact person and liaison to the Department on issues relating to the RCMP. This individual will be responsible for all inquiries, concerns or comments regarding implementation of the program.
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5. The Recipient shall cooperate and coordinate with the Department's chosen contractor for receipt of "Blueprint for Safety" training prior to implementation of the project.
6. The Recipient shall cooperate and coordinate with the Department's chosen contractor who shall perform post-retrofit quality assurance inspections on a limited number of retrofitted homes.
7. The Recipient shall prioritize Florida Windstorm Underwriters Association policyholders, where applicable, under this program.

BUDGET:

- | | |
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| 1. Administrative costs (Not to exceed 10% of total funds budgeted): | |
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| Related office expenses (includes salaries and benefits) | \$ 762.00 |
| 2. Construction labor and materials (retrofits) | <u>\$53,238.00</u> |
| 3. Total funds budgeted for this agreement | \$55,000.00 |

Requests for reimbursement shall reflect actual itemized expenses. Any unused administrative funds shall be used for construction retrofits (labor and materials).

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AND THE CITY OF GAINESVILLE**

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WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a grant of \$55,000 to the Recipient in order to implement the Hurricane Loss Mitigation Program as set forth in Attachment A, Budget and Scope of Work section of the Agreement; and,

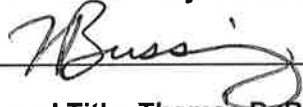
WHEREAS, the Department and the Recipient desire to modify the Agreement by extending the period of the Agreement and modifying the Attachment A, Budget and Scope of Work section thereunder; and,

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

1. Section C, Item 3, Period of Agreement is revised to reflect an end date of September 30, 2003.
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IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

Recipient Name: City of Gainesville

By: 
Name and Title: **Thomas D. Bussing, Mayor**

Date Signed: 5/27/03

FID #: 59-6000325
By: 
**Dana L. Crosby, Asst. City Atty.
City of Gainesville, Florida**

*Shirley W. Collins
Dir. of Community Affairs*

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS

By: _____ Date Signed: _____

Name and Title: Shirley W. Collins, Division Director-Housing and Community Development

**Revised Attachment A
Budget and Scope of Work
Agreement # 03-RC-11-03-11-02-004
City of Gainesville**

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BUDGET:

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WHEREAS, the Department and the Recipient desire to modify the Agreement by extending the period of the Agreement and modifying the Attachment A, Budget and Scope of Work section thereunder; and,

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

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Recipient Name: City of Gainesville

Handwritten signature of Thomas D. Bussing
City of Gainesville
Commissioner

By: _____

Name and Title: Thomas D. Bussing, Mayor

Date Signed: _____

5/27/03

FID #: 59-6000325

APPROVED AS TO FORM AND LEGALITY

Dana L. Crosby
Dana L. Crosby, Asst. City Atty.
City of Gainesville, Florida

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Date Signed: _____

Name and Title: Shirley W. Collins, Division Director-Housing and Community Development

**Revised Attachment A
Budget and Scope of Work
Agreement # 03-RC-11-03-11-02-004
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