



SANTA ROSA COUNTY GRANTS AND SPECIAL PROJECTS

SHEILA FITZGERALD
Grants & Special Projects
Director

6495 Caroline Street, Suite H | Milton, Florida 32570

MEMORANDUM

TO: Tony Gomillion

FROM: Sheila Fitzgerald, Grants & Special Projects Director

DATE: June 15, 2016

SUBJECT: Modification to HMGP Grant Agreement for Chipper & Maranatha Drainage – Extension of Time

RECOMMENDATIONS

Recommend board approval of Modification Number One to the HMGP grant agreement for the Chipper & Maranatha drainage project extending the period of performance deadline for Phase I deliverables six additional months from August 4, 2016 to February 4, 2017.

BACKGROUND

The grant agreement for Phase I design and permitting services will expire on August 4, 2016. A time extension is needed for coordination of property and/or right of way acquisition as well as utility coordination. The Division of Emergency Management is agreeable to the request for additional time.

Design services are being conducted by BDI. The current anticipated completion date of these services is October 2016. A public meeting will be scheduled and advertised prior to design completion to present the proposed design and all impacted residents will be invited to provide comments. The design plans and all Phase I deliverables will be submitted to the Florida Division of Emergency Management (DEM) prior to February 4, 2017. Upon completion of the review process, if the proposed design is acceptable by DEM and FEMA, a grant agreement for Phase II Construction will be issued in 2017.

FUTURE ACTION

Upon approval and execution by the Board, the modification will be submitted to DEM for final execution.

Contract Number: 16HM-H4-01-67-01-250

Project Number: 4177-16-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
SANTA ROSA COUNTY**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Santa Rosa County ("the Recipient") to modify Contract Number 16HM-H4-01-67-01-250, dated November 19, 2015, ("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 Hazard Mitigation Grant Program of \$104,989.00, in Federal Funds; and

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

WHEREAS, the Agreement will expire on August 4, 2016; and

WHEREAS, the Division and the Recipient desire 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 3 of the Agreement is hereby amended to read as follows:

(3) PERIOD OF AGREEMENT

This Agreement shall begin November 19, 2015 and shall end February 4, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the 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 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 15 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.

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

RECIPIENT: SANTA ROSA COUNTY

By: _____

Name and Title: Lane Lynchard, Chairman

Date: 06/24/2016

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage of Maranatha Way in Santa Rosa County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-16-R** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Santa Rosa County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

All Phase I activities and deliverables shall be completed and submitted to the Division prior to **February 4, 2017**.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient proposes to improve the drainage of Maranatha Way located north of Spencer Field Road, east of West Spencer Field Road, west of Joggers Lane and south of Carlton Drive within Pace, Santa Rosa County, Florida 32571.

The Phase I design shall implement an engineering study, construction plans preparation, permitting and bidding and the recipient shall provide designs and calculations for Phase II review, including verification that there will not be any upstream or downstream impact. Phase II shall implement the construction of the project. The improvements will minimize or eliminate future structural damage while protecting the residents from harm's way during and following future flood events. Specifically, the proposed drainage improvements will encompass the acquisitions of drainage easements, an existing retention pond expansion (land acquisition and construction), and the construction of strategically located inlets, storm sewer systems, and ditch conveyance systems to properly capture and convey the stormwater runoff away from the drainage problem areas.

The completed project shall provide protection against a 25-year storm event.

TASKS & DELIVERABLES:

A) Tasks

- 1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas

in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Notify the public of the intent to locate the proposed action in the floodplain or/and wetland. The notice shall be published at least once in a local newspaper of general circulation. The public shall be given at least fifteen (15) days to comment. The recipient shall meet federal requirements of notification. Compliance shall be submitted with deliverables.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
- b) Construction Plans and bid documents;
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

- e) Copy of all environmental permits including an Environmental Resource Permit (ERP) from the Northwest Florida Water Management District (NFWFMD). All conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - f) Any other documentation requested by the Division, not limited to Project conditions and requirements herein.
- 3) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit 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 shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient.

Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation Activities consist of project design, which shall implement measures to determine modifications needed to improve the drainage and alleviate flooding of Maranatha Way.

The improvements, when completed, shall minimize or eliminate future structural damage and provide protection to Maranatha Way and surrounding properties in the area; minimize recurring flooding and reduce repetitive flood loss to properties. The completed project shall provide protection against a 25-year storm event.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Recipient shall submit Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) A Hydrologic and Hydraulic (H&H) study shall be completed; if impacts to waters of the United States or wetlands are identified in the study, coordination with United States Army Corps of Engineers (USACE) shall be required. Any conditions imposed by the USACE shall be included in the final design plans, narrative and project implementation actions
- 4) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 5) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor. A new Benefit Cost Analysis shall be performed using the revised information. .

D) Environmental:

- 1) The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work. Phase II will require additional Environmental and Historic Preservation (EHP) compliance review.
- 3) If any ground disturbance activities occur during construction, the Recipient will monitor those activities, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) An Environmental Resource Permit issued by the Northwest Florida Water Management District (NFWMD) must be obtained. All conditions for compliance shall be included in the final design plans, narrative and project implementation actions
- 5) All local, state, and federal environmental permits shall be obtained. All conditions for compliance shall be included in the final design plans, narrative and project implementation actions
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA Project Number **4177-16-R**, is funded under **HMGP-4177-DR-FL**.

The project was awarded by FEMA on **August 4, 2015**; with a Pre-Award date of **November 13,**

2014; and the Period of Performance (POP) for this project shall end on **February 4, 2017**.

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:

- 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) Wholly or partly suspend or terminate the current award for the Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

Design, Engineering, Permitting and Survey: 18 Months

Total Period of Performance: 18 Months

Budget

Line Item Budget*

Phase I	<u>Project Costs</u>	<u>Federal Share</u>	<u>Local Share</u>
Pre-Award:	\$24,985.00	\$18,739.00	\$6,246.00
<u>Fees: Design, Permits, Survey</u>	<u>\$115,000.00</u>	<u>\$86,250.00</u>	<u>\$28,750.00</u>
Total Phase I Cost:	\$139,985.00	\$104,989.00	\$34,996.00

**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.*

*This project has a Pre-Award, approved by FEMA in the amount of \$24,985.00 project costs with a start date of **November 13, 2014**.*

Funding Summary

Federal Share:	\$104,989.00	(75.0%)
<u>Local Share:</u>	<u>\$34,996.00</u>	<u>(25.0%)</u>
Total Project Cost:**	\$139,985.00	(100.0%)

***The project cost is inclusive of administrative cost.*