

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|--------------------------|------|------|------|------|------|
| Capital Expenditures | -0- | -0- | -0- | -0- | -0- |
| Operating Costs | -0- | -0- | -0- | -0- | -0- |
| External Revenues | -0- | -0- | -0- | -0- | -0- |
| Program Income (County) | -0- | -0- | -0- | -0- | -0- |
| In-Kind Match (County) | -0- | -0- | -0- | -0- | -0- |
| NET FISCAL IMPACT | -0- | -0- | -0- | -0- | -0- |

No. ADDITIONAL FTE _____
POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes _____ No _____

Budget Account No.:

N/A

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

Has no Fiscal Impact

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

No additional fiscal impact.

[Signature]

OFMB
[Initials] 1/22/08
[Initials] 1/22/08

[Signature] 1/24/08

Contract Dev. and Control
[Initials] 1/23/08

B. Legal Sufficiency:

[Signature] 1/28/08

Assistant County Attorney

This item complies with current
County policies.

C. Other Department Review:

Department Director

Agreement Number: 07HM-6@-10-60-01-047
Project Number: 1561-76-R

MODIFICATION # 1 TO FEDERALLY FUNDED SUBGRANT AGREEMENT

This Modification Number One is made and entered into by and between the Division of Emergency Management (hereinafter "the Department") and Palm Beach County (hereinafter "the Recipient") to reinstate and extend the agreement between them dated June 6, 2007 and numbered DCA Contract No. 07HM-6@-10-60-01-047; (hereinafter "the Agreement").

WHEREAS, the Agreement expired on December 27, 2007; and

WHEREAS, the parties desire to reinstate and extend the Agreement to June 27, 2008 in order for the Recipient to complete the Scope of Work, as set forth in Attachment A.

NOW, THEREFORE, the parties agree to reinstate, extend and modify the above referenced Agreement as follows:

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

This Agreement shall begin June 6, 2007 and shall end June 27, 2008, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

- B. 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 the Modification, effective as of the date of the last execution of this Modification by both parties.
- C. 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 Modification to be executed by their duly authorized undersigned officials on the dates set forth below.

(SIGNATURE PAGE FOLLOWS)

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title: W. Craig Fugate, Director

Date: _____

RECIPIENT: PALM BEACH COUNTY

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

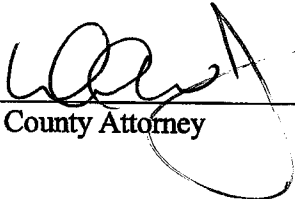
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
County Attorney

By:  _____
Department Director

Attachment A

Budget and Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Palm Beach County, proposes to improve the drainage of the Woodland and Briarwood Subdivision located in the Town of Haverhill, Palm Beach County, Florida. A Phase I study will be conducted to determine modifications needed to improve and upgrade the existing drainage system. The completed construction project will minimize recurring flooding and reduce repetitive flood loss to properties. Phase I will provide funding for completion of design, permitting and geotechnical surveying process for this proposal.

The Phase I deliverables should:

- Have an engineer's plan 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.
- Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and the Federal Emergency Management Agency (FEMA) Special Flood Hazard Areas on the same plan.
- Meet all required environmental laws and policies. All environmental permits and approvals/concurrences must be obtained. A public notice must be published to notify interested parties of the proposed activity. Notices must be published in a manner that anyone that may be affected or interested in this project has access to the posting. The comment period expired and all comments addressed prior to initiating any construction activities.
- Refine the cost estimate. A new Benefit Cost Analysis will be performed using the revised information.
- Provide a set of Community Approved, State reviewed construction plans (sealed) for review and comment including milestones and timelines for completion of the final phase of the project and bid documents/award.

Phase I of this project is approved with the condition that the above list of deliverables will be submitted for review and approval by the State and FEMA before Phase II is considered. No construction work may begin until Phase II is approved.

This is FEMA project **1561-76-R**, funded under 1561-DR-FL.

The Period of Performance for this project ends on December 27, 2007.

Schedule of Work

| | |
|-------------------------------------|------------------|
| Design: | 6 Months |
| Permitting: | 3 Months |
| State Contract Negotiations: | 3 Months |
| Total Period of Performance: | 12 Months |

Line Item Budget*

| | Project Cost | Federal Share | Local Share |
|---|---------------------|----------------------|--------------------|
| Engineering, Design, Environmental Permitting: | <u>\$65,000.00</u> | <u>\$48,750.00</u> | <u>\$16,250.00</u> |
| Sub-total: | \$65,000.00 | \$48,750.00 | \$16,250.00 |
| Administrative Cost: | \$ 0.00 | \$ 1,300.00 | \$ 0.00 |
| Total: | \$65,000.00 | \$50,050.00 | \$16,250.00 |

** 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: | \$48,750.00 (75%) |
| <u>Local Share:</u> | <u>\$16,250.00 (25%)</u> |
| Total Project Cost: | \$65,000.00 (100%) |

Recipient Administrative Allowance up to \$1,300.00.