



**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	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
<b>NET FISCAL IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
# Additional FTE Positions (Cumulative)	0	0	0	0	0
Is Item Included in Current Budget:	Yes	_____	No	_____	_____

Budget Account No:

Reporting Category \_\_\_\_\_

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

No fiscal Impact Budget is located in 3900-361-1359.

Departmental Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

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

<p>OFMB</p> <p><i>[Handwritten signature]</i></p> <p><i>6/24/12</i></p>	<p>Contract Development &amp; Control</p> <p><i>[Handwritten signature]</i> 7/3/12</p> <p>7-3-12 <i>[Handwritten initials]</i></p>
---	--

**A. Legal Sufficiency:**

*[Handwritten signature]* 7/3/12

Assistant County Attorney

**A. Other Department Review:**

\_\_\_\_\_  
Department Director



ATTACHMENT 2

AGREEMENT #: 09HM-37-10-60-01-075  
PROJECT #: 1609-142-R

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

This Modification Number Five 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 Contract Number 09HM-37-10-60-01-075, which began on November 4, 2008 ("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 \$62,400.00; and

WHEREAS, the Agreement expired on April 4, 2012; and

WHEREAS, the Division and the Recipient desire to reinstate the Agreement and to extend the term 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 as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin November 4, 2008 and shall end July 13, 2012 unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

3. The Revised Attachment A, Budget and Scope of Work, to the Agreement, is hereby deleted in its entirety, and the 3<sup>rd</sup> Revised Attachment A, Budget and Scope of Work to this Modification, which is attached hereto and incorporated herein by reference, is substituted in its place and stead.
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.

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

RECIPIENT: PALM BEACH COUNTY

DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: Shelley Vana, Chair

Name and Title: Bryan W. Koon, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### 3<sup>rd</sup> Revised Attachment A

#### Budget and Scope of Work

##### Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Palm Beach County, proposes to increase the storage capacity of the L2 Canal by acquiring nine (9) parcels and excavating parcels located between Osceola Drive and the L2 Canal's confluence with the L2B Canal just west of Wasbasco Avenue in West Palm Beach, Florida 33406. A Phase I study will be conducted to determine modifications needed to improve and upgrade the existing drainage system. The completed study, design and construction project will reduce the storm stages within the targeted sub-basins and decrease flooding for all storm events.

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 (see page 16-A, FEMA Letter dated November 4, 2008). 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 BC 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.
- Provide **two** copies of the requested documentation for review and approval by the state and FEMA.

**Phase I of this project is approved with the condition that the above list of deliverables will be submitted, reviewed and approved prior to implementing Phase II. Phase II is defined as the construction phase for the proposed scope of work. No construction work may begin until Phase II is approved by FEMA. Failure to comply with this condition can result in the loss of all funding for this project.**

This is FEMA project **1609-142-R**, funded under 1609-DR-FL.

The Period of Performance for this project ends on July 13, 2012.

##### Schedule of Work

Engineering Study and Design:	6 Months 5 days
<u>State Contracting:</u>	<u>6 Months</u>
<b>Total Period of Performance:</b>	<b>12 Months 5 days</b>

**Budget**

**Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Local Share</b>
Subcontract for Phase I Design/Engineering Feasibility Study:	<u>\$80,000.00</u>	<u>\$60,000.00</u>	<u>\$20,000.00</u>
<b>Sub-total:</b>	<u>\$80,000.00</u>	<u>\$60,000.00</u>	<u>\$20,000.00</u>
<b>Administrative Cost:</b>	<u>\$ 0.00</u>	<u>\$ 2,400.00</u>	<u>\$ 0.00</u>
<b>Total:</b>	<u>\$80,000.00</u>	<u>\$62,400.00</u>	<u>\$20,000.00</u>

*\*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: \$60,000.00 (75%)  
Local Share: \$20,000.00 (25%)  
**Total Project Cost:** \$80,000.00 (100%)

Recipient Administrative Allowance up to \$2,400.00.