

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 17, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By:	Engineering & Public Works
Submitted For:	Westgate CRA

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) rescind:** modification number one to the Subgrant Agreement (Modification) with the State of Florida, Division of Emergency Management (DEM) approved by the Board of County Commissioners (Board) on December 15, 2015; and
- B) receive and file:** updated modification number one to the Subgrant Agreement (Updated Modification) with the DEM which changed the expiration date to March 24, 2016, modified the scope to reflect the new expiration date, and was signed by the County Administrator on January 11, 2016.

SUMMARY: Rescinding the Modification is necessary because the DEM requested a minor change to the Modification after the Board approved the document. The Board approved the Modification on December 15, 2015. However, because the DEM did not execute the Modification prior to the Subgrant Agreement's, R2015-0594, expiration, they requested a minor change to the Modification to reflect that the Subgrant Agreement is reinstated and extended rather than only extended. Resolution R2006-0401 authorized the County Administrator and/or his designees to execute agreements. After execution by the County Administrator, the DEM signed the Updated Modification on February 16, 2016.

Districts 7 (MRE)

Background and Justification: Subgrant Agreement, R2015-0594 was approved by the Board on May 5, 2015 for drainage improvements at the LWDD L-2 Canal from east of Wabasso Drive to east of Osceola Drive. The Board approved the Modification, R2015-1750, on December 15, 2015. However, the DEM did not execute the Modification before the Subgrant Agreement expired. Rescinding the Modification is necessary to reflect that the Subgrant Agreement is reinstated and extended rather than only extended.

Attachments:

1. Location Map
2. Updated Modification Number One to Subgrant Agreement
3. Resolution R2006-0401

Recommended by: 		Date 4/14/16 
DEPARTMENT DIRECTOR		

Approved By: 		Date 4/26/16
ASSISTANT COUNTY ADMINISTRATOR		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ **</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No
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Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

****This item has no additional fiscal impact.**

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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


 Steven B. Berman
 OFMB
 5/1/20

Dr. S. J. J. J. J. J.
Contract Dev. and Control
4/22/16

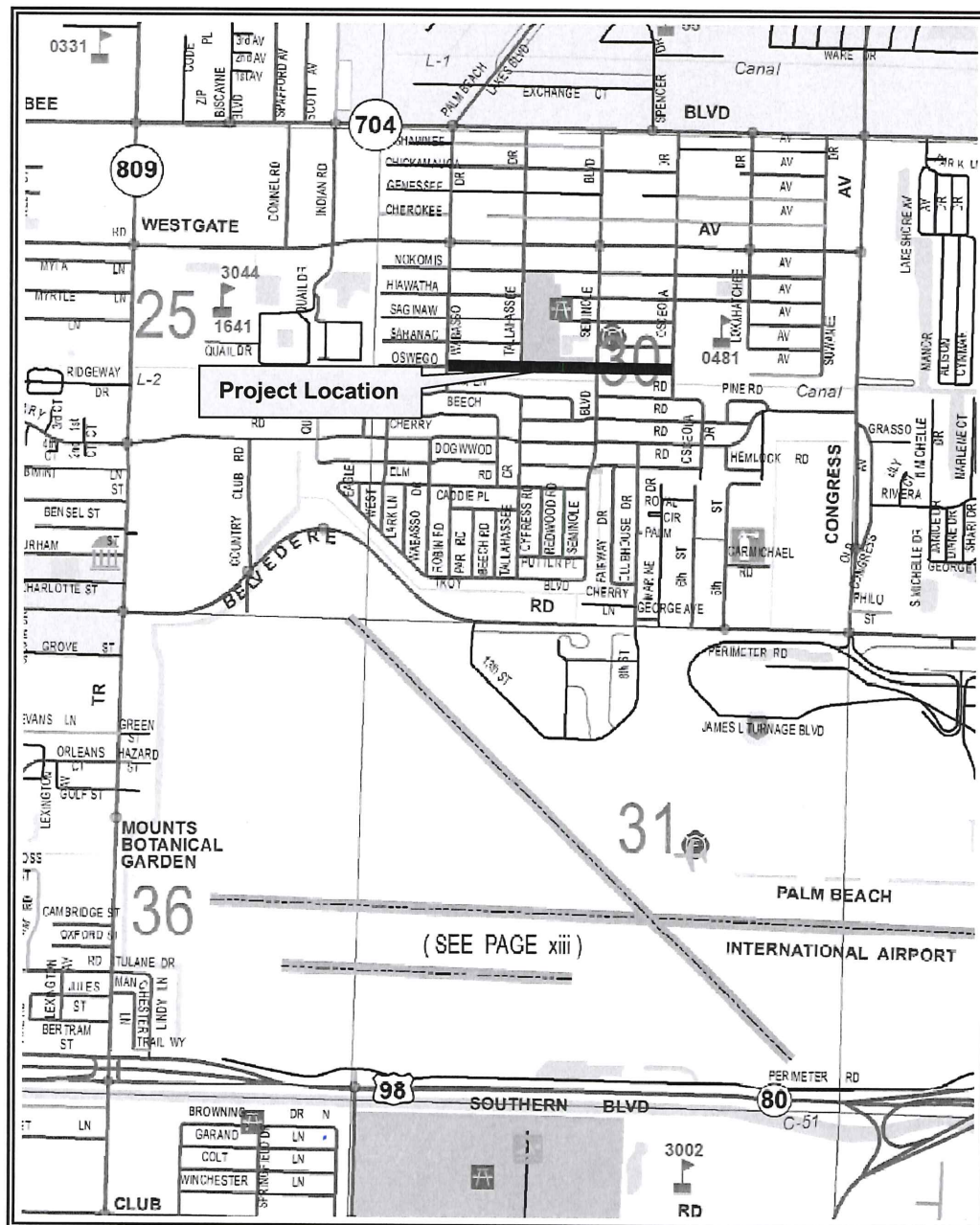
B. Approved as to Form and Legal Sufficiency:

Mark R. Pitt 4/26/16
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



LOCATION MAP

Contract Number: 15HM-3B-10-60-01-488

Project Number: 1609-142-A

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

This Modification Number One 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 15HM-3B-10-60-01-488, dated June 10, 2015 ("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 \$1,116,317.00 in Federal funds; and

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

WHEREAS, the Agreement expired on December 25, 2015; 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 June 10, 2015 and shall end March 24, 2016; unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement

3. The Scope of Work, to the Agreement A, 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.

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

RECIPIENT: PALM BEACH COUNTY

By: Verdenia C. Baker

Name and Title: Verdenia C. Baker, County Administrator

Date: 1/11/2016

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: Miles E. Anderson, for

Name and Title: Bryan W. Koon, Director

Date: 2/12/16

1st Revised Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE

As a Hazard Mitigation Grant Program (HMGP) project, the Recipient, Palm Beach County, will acquire five (5) properties along the L2 and Airport Canals in between Tallahassee Boulevard and Osceola Boulevard in Palm Beach County, Florida. The structures will be demolished, and all infrastructures (i.e. water, sewer) removed and the open space will then be graded to increase basin storage, reduce channel velocities, and provide open space and recreation area. These five properties and eight empty lots will be excavated to include detention areas and to extend the width of the canals. A concrete revetment will be constructed along the canal adjacent to the remaining homes. The project will not create any upstream or downstream negative impact after its completion. The project site is 4.89 acres.

The properties to be acquired are located at 2814 Oswego Avenue, 2808 Oswego Avenue, 1909 Seminole Boulevard, 2632 Oswego Avenue, and 2618 Oswego Avenue in Palm Beach County, Florida.

The eight empty lots are: Block 62 (Wabasso - Tallahassee): Lots 11-15, Block 63 (Tallahassee – Seminole): Lots 14-17, Lots 18-26, Block 64 (Seminole – Osceola): Lots 1-2, Lots 3-4, Lots 5-8, and Lots 16-19.

Project Boundaries: NW (26.69888, -80.10085); NE (26.6991, -80.09335);
SW (26.69898, -80.10086; SE (26.6988, -80.09277)

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 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.

The Recipient shall furnish or contract for all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA.

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

The Recipient shall ensure that the each selected contractor possesses and maintains a current and valid occupational license/business tax receipt issued for the type of services being performed. The Recipient shall provide the Division with copies of every professional license held by a contractor selected to perform services. The Recipient shall provide the Division with 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.

The Recipient shall provide the Division with all documentation demonstrating the results of the procurement process. This will 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. All procurement activities will contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall provide the Division with a copy of every contract executed with a contractor and/or subcontractor.

- 2) The Recipient shall monitor and manage the acquisition and excavation of all properties in accordance with the *HMGP application and associated documentation as presented to the Division by the Recipient* and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Recipient shall acquire and excavate properties along the L2 and Airport Canals in between Tallahassee Boulevard and Osceola Boulevard in Palm Beach County, Florida. The structures shall be demolished, and all infrastructures (i.e. water, sewer) removed. All properties shall be excavated to include detention areas and to extend the width of the canals. A concrete revetment shall be constructed along the canal adjacent to the remaining homes.

The Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions. Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local building official or other approving official, if applicable. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2), the Recipient shall submit (3) copies of the following documents with sufficient supporting documentation, and shall provide a summary of all contract scope of work, scope of work changes, if any. Additional documentation shall include but is not limited to:

- a. Copy of permit(s), notice of commencement;
- b. Local Building Official Inspection Report and Final Approval, as applicable;
- c. Certified Letter of Completion from Engineer of Record: The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, and codes;
- d. Signed and sealed as-built plans.
- e. Photographs (color) of completed project sites.
- f. Verification of whether or not any archeological material, human remains, or evidence thereof was discovered during any phase of the project.
- g. Verification letter that major activities, including placement of vehicles was confined to areas where soils had been previously disturbed as directed by Recipient QA/QC monitors.
- h. Verification that when heavy equipment was not in use, it was staged on hard or firm surfaces where equipment is not susceptible to sinking and that paved surfaces were used to the fullest extent possible.
- i. Verification that tracked vehicles or large-tired equipment was used whenever possible to reduce the depth of soil disturbance and to minimize soil compaction to a depth of six inches or less.

- j. Verification that Recipient QA/QC monitors ensured that site contractors did not operate heavy equipment on wet soils if the equipment began to sink more than six inches below the current ground surface, and that QA/QC monitors ensured that contractors paid special attention to equipment sinkage.
 - k. Verification that excavation of on-site materials and burial of debris was not permitted.
 - l. Copy and verification of compliance with USACE permit prior to construction activities.
 - m. Verification of compliance with ERP from SFWMD.
 - n. Verification of compliance with the current USACE NWP 43 and 13.
 - o. Verification that best management practices were followed while performing construction activities in the floodplain.
 - p. Copies of the NOI, SWPPP and NOT.
- 3) During the course of this agreement the Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement will 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; and
 - d) The Recipient's final request for reimbursement should include the final construction project cost. Supporting documentation must show that all contractors and subcontractors have been paid.
 - e) At least quarterly, the Recipient shall submit requests for reimbursement. Adequate and complete source documentation is required to 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.
 - f) The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the payment request represents, that 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 must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills, invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: 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 will 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 must be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division will 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.

The Division in coordination with the Recipient shall review and approve any third party in-kind services, if applicable. Quarterly reports must be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

DELIVERABLES

Mitigation activities consist of acquisition and excavation of properties along the L2 and Airport Canals in between Tallahassee Boulevard and Osceola Boulevard in Palm Beach County, Florida. The structures will be demolished, and all infrastructures (i.e. water, sewer) removed. All properties will be excavated to include detention areas and to extend the width of the canals. A concrete revetment will be constructed along the canal adjacent to the remaining homes.

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

PROJECT REQUIREMENTS AND CONDITIONS:

Environmental:

1. The Recipient must 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 must 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 Florida Division of Emergency Management (FDEM) for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
4. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with early Native American, early European, or American settlement are encountered at any time within the project area, the permitted project shall cease all activities involving

subsurface disturbance in the immediate vicinity of such discoveries. The Recipient shall contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333, as well as the Division and FEMA. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and proper authorities notified in accordance with Section 872.05, Florida Statutes.

5. Major activities, including placement of equipment, shall be confined to areas where soils have been previously disturbed by activities such as site development, construction, surface grading, landscaping, utility trenching, etc. Recipient QA/QC Monitors shall identify areas of obvious soil disturbance and direct their contractor to work within these areas.
6. When heavy equipment is not in use, it shall be staged on hard or firm surfaces where equipment is not susceptible to sinking. Paved surfaces shall be used to the fullest extent possible.
7. Tracked vehicles or large-tired equipment shall be used whenever possible to reduce the depth of soil disturbance and minimize soil compaction to a depth of six inches or less.
8. Recipient QA/QC monitors shall ensure that site contractors shall not operate heavy equipment on wet soils if the equipment begins to sink more than six inches below the current ground surface. Heavy equipment may be operated in the rain, but Recipient QA/QC monitors shall ensure that its contractors shall pay special attention to equipment sinkage.
9. Excavation of on-site materials and burial of debris are not permitted.
10. Copy and verification of compliance with USACE permit prior to construction activities.
11. At project closeout provide verification of compliance with ERP from SFWMD permit.
12. At closeout provide verification of compliance with the current USACE NWP 43 and 13.
13. Perform best management practices while performing construction activities in the floodplain.
14. The Recipient shall submit a NOI for coverage under the FDEP General Permit, prepare and implement a SWPPP, and submit the NOT after completion of the site activities. These three documents shall be provided at project close-out.

Programmatic:

1. 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.
2. A change in the scope of work MUST be approved by the Division and FEMA in advance regardless of the budget implications.
3. The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" for additional funds" [44CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance must be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension must 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.

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.

This is FEMA project number **HMGP 1609-142-A**, funded under Severe Floods FEMA-1609-DR-FL.

The project was awarded September 25, 2014 and began on upon execution and the Period of Performance (POP) for this project shall end on **March 24, 2016**.

SCHEDULE OF WORK:

State Contracting:	2	Months
Property Acquisition and Demolition:	5	Months
Construction:	5	Months
Certification:	1	Month
State Final Inspection:	1	Month
State Closeout:	1	Month
<hr/>		
Total Period of Performance:	15	Months

BUDGET

Line Item Budget

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Acquisition/Demolition:	\$ 669,494.00	\$ 502,121.00	\$ 167,373.00
Construction Cost:	\$ 655,475.00	\$ 491,606.00	\$ 163,869.00
Engineering/Permitting/Testing:	\$ 131,500.00	\$ 98,625.00	\$ 32,875.00
Sub Total:	<u>\$1,456,469.00</u>	<u>\$ 1,092,352.00</u>	<u>\$ 364,117.00</u>
Administrative Expenses:	\$ 0.00	\$ 23,965.00	\$ 0.00
Total:	<u>\$1,456,469.00</u>	<u>\$ 1,116,317.00</u>	<u>\$ 364,117.00</u>

Funding Summary

Federal Share:	\$ 1,092,352.00 (75%)
Non-Federal Share:	<u>\$ 364,117.00</u> (25%)
Total Project Cost:	<u>\$ 1,456,469.00</u> (100%)

Recipient Administrative Allowance up to \$23,965.00.

RESOLUTION NO. -R-2006-0401

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS OR HER DESIGNEE, TO EXECUTE CERTAIN OPERATIONAL AGREEMENTS WITH THE DEPARTMENT OF COMMUNITY AFFAIRS AND RESCINDING RESOLUTION No. R-86-1573.

WHEREAS, in 1986 the Board of County Commissioners authorized the Emergency Management Director to enter into agreements with the Florida Division of Emergency Management, Department of Community Affairs; and

WHEREAS, with the retirement of the Emergency Management Director, a vacancy occurred in the position and agreements between the County and the State could not be executed by the County Administrator or the Public Safety Department Director; and

WHEREAS, it is important for agreements with the Department of Community Affairs be executed expeditiously in order to secure full payment of eligible reimbursable activities; and

WHEREAS, revising the resolution will assure a continuity of programming and allow the County Administrator flexibility in designating persons authorized to execute agreements on behalf of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA that:

1. After review for legal sufficiency by the County Attorney, the County Administrator or his or her designee is authorized to execute agreements on behalf of the County, with the Director, Florida Division of Emergency Management acting for and on behalf of the Department of Community Affairs;

2. No such agreement shall be executed on behalf of the County which is inconsistent with policies established by the Board of County Commissioners or which obligates or encumbers funds of Palm Beach County not previously authorized and approved by the Board of County Commissioners;

3. Palm Beach County Resolution No. R-86-1573 is hereby repealed and rescinded.

The foregoing Resolution was offered by Commissioner Newell
moved its adoption. The motion was seconded by Commissioner Marcus
upon being put to a vote, the vote was:

TONY MASILOTTI, CHAIRMAN
ADDIE L. GREENE, VICE CHAIR PERSON
KAREN T. MARCUS
JEFF KOONS
WARREN H. NEWELL
MARY MCCARTY
BURT AARONSON

Aye
Aye
Aye
Aye
Aye
Aye
Aye

FLORIDA, COUNTY OF PALM BEACH
I, BOCK, Clerk of the Board, certify
true and correct copy of the original
as on
Palm Beach, FL on 2/16/2006
Deputy Clerk