

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item No.:

3EE-1

AGENDA ITEM SUMMARY

Meeting Date:	May 16, 2017	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:	Engineering & Public Works Department
Submitted By:	Roadway Production Division
Submitted For:	Westgate CRA

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **ratify** a second modification to subgrant agreement (R2015-0594) with the State of Florida Division of Emergency Management (DEM) to reduce the grant funding amount by \$491,606 and extend the expiration date to March 31, 2017 for the Westgate Community Redevelopment Agency (WCRA) L-2 Canal improvements (Project);
- B) **approve** a budget amendment of (\$491,606) in the Capital Outlay Fund to recognize the decrease in federal funding from DEM for the Hazard Mitigation Grant for the Project.

SUMMARY: After execution by the County Administrator on January 17, 2017, the DEM signed the second modification on January 27, 2017. Resolution R2006-0401 delegates authority to the County Administrator or designees to execute certain operation agreements on behalf of the Board of County Commissioners. This second modification is being submitted to the Clerk and Comptroller of Palm Beach County in accordance with Countywide PPM CW-O-051. It extends the contract expiration date from March 24, 2016 to March 31, 2017, and decreases the grant funding amount by \$491,606 for the WCRA drainage improvements at the Lake Worth Drainage District L-2 Canal from east of Wabasso Drive to east of Osceola Drive. The decrease in grant funding is due to the final project costs coming in substantially below the budget/sub grant estimate (only three of the five properties were able to be acquired). District 7 (LBH)

Background and Justification: Subgrant agreement, R2015-0594 was approved by the BCC on May 5, 2015. This agreement provided funding to the WCRA to improve storage capacity of the Lake Worth Drainage District L-2 Canal. Modification number one to the subgrant agreement was received and filed on May 17, 2016 (R2016-0600). The first modification extended the expiration of the agreement to March 24, 2016. This second modification will extend the expiration date to March 31, 2017 and decrease the funding amount by \$491,606. Corresponding matching funds from the WCRA were decreased by \$163,869.

Attachments:

1. Location Map
2. Modification to Subgrant Agreement
3. Budget Amendment
4. Resolution R2006-0401

Recommended by:	<u>S. J. Walch</u>	<u>5/8/17</u>
	Department Director	Date

Approved By:	<u>Lawrence Johnson</u>	<u>5/10/17</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	(\$824,959)	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
Grant Revenues	\$624,711	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (Westgate)	\$200,248	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X

Budget Account No:

Fund 3900 Dept 361 Unit 1471 RevSrc/Object 3149/8201

Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Outlay Fund
Westgate CRA L-2 Canal Improvements

Revised Construction Costs	\$800,994.00
Administrative Expenses	\$ 23,965.00
Grant Funding	<\$624,711.00>
Westgate CRA Matching Funds	<\$200,248.00>
Fiscal Impact	\$ 0.00

C. Departmental Fiscal Review: Alii Kovalainen

III. REVIEW COMMENTS

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

4/25/17
KP 4/24/17 OFMB ASD 4/24/17
ET 5/9/17
Contract Dev. and Control
5/9/17 RTW

B. Approved as to Form and Legal Sufficiency:

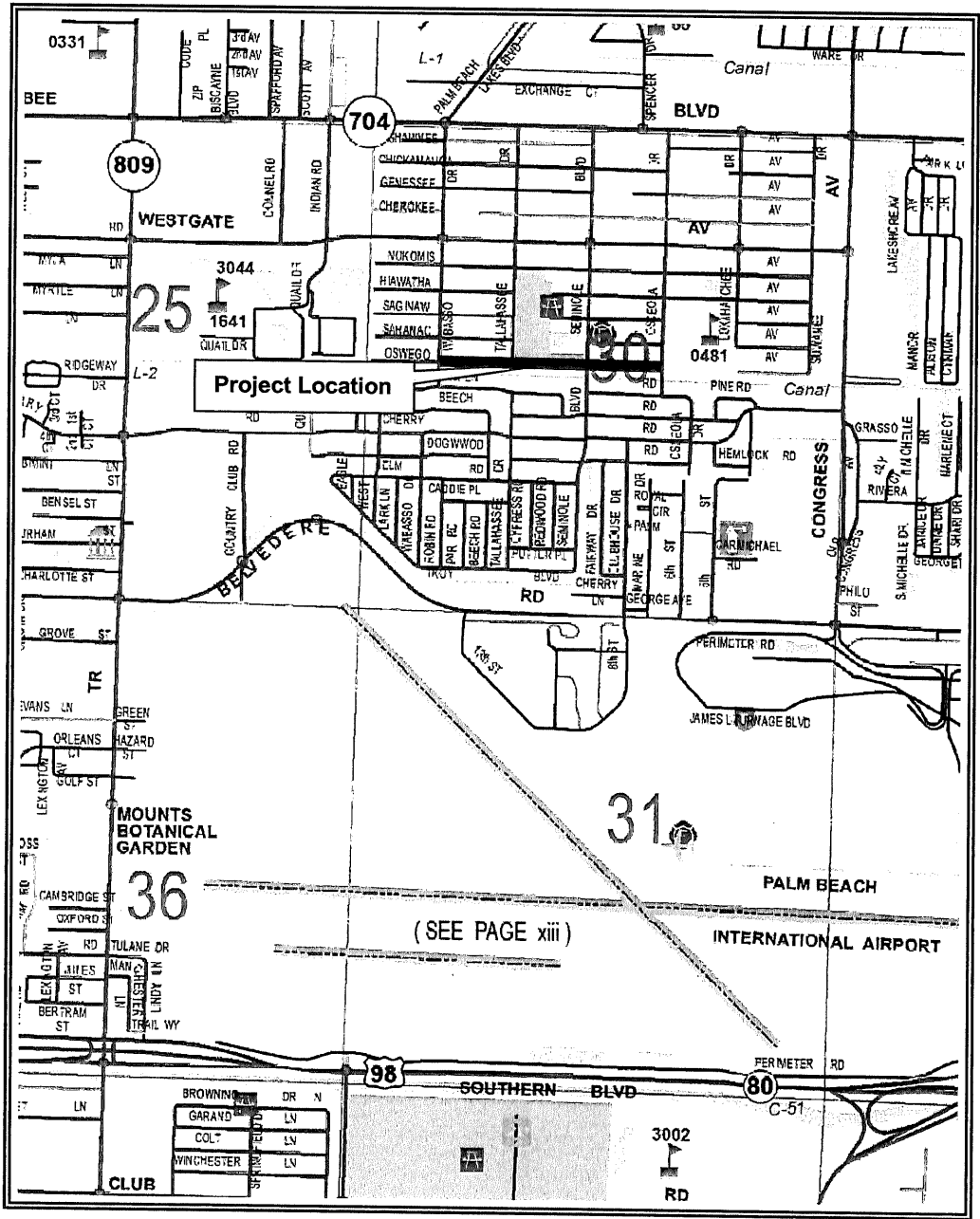
5/9/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION
WESTGATE CRA L-2 CANAL IMPROVEMENTS
PALM BEACH COUNTY PROJECT #2015603



LOCATION MAP



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENTRICK SCOTT
GovernorBRYAN W. KOON
Director

January 27, 2017

Mr. Elizee Michel, AICP
Executive Director
Palm Beach County
1280 North Congress Avenue
Suite 215
West Palm Beach, Florida 33409

**Re: FEMA Project Number 1609-142-A, Palm Beach County
Acquisition and Drainage Project**

Dear Mr. Michel:

Enclosed is the executed Hazard Mitigation Grant Program contract modification number (2) (DEM No. 15HM-3B-10-60-01-488) between Palm Beach County and the Division of Emergency Management. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website:
<http://www.floridadisaster.org/mitigation/hazard/index.htm>. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Barbara Holeda, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Barbara Holeda at (850) 487-3219 or (850) 851-4538.

Respectfully,

A handwritten signature in black ink, appearing to read "Miles E. Anderson".

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:vsa

Enclosures

DIVISION HEADQUARTERS •
2555 Shumard Oak Blvd
Tallahassee, FL 32399-2100

Tel: 850-413-9969 • Fax: 850-488-1016
www.FloridaDisaster.org

• STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

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 Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Palm Beach County ("the 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 the 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 March 24, 2016; and

WHEREAS, the Division and the Recipient desire to reinstate the Agreement, to extend the terms of the Agreement, and decrease the Federal Funding by \$491,606.00 under 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 31, 2017; unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

3. The Agreement is amended to decrease the Federal Funding by \$491,606.00, for the maximum amount payable under the Agreement to Six Hundred Twenty-Four Thousand, Seven Hundred Eleven Dollars and No Cents, (\$624,711.00).
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. 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.

6. 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.
7. 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: Palm Beach County

By: Verdenia C. Baker

Name and Title: VERDENIA C. BAKER, COUNTY ADMINISTRATOR

Date: JANUARY 17, 2017

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: Miles E. Anderson, for

Name and Title: Bryan W. Koon, Director

Date: 1/27/2017

Attachment A
(2nd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to acquire and demolish properties in Palm Beach County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-1609-142-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Palm Beach County, agrees to administer and complete the project per scope of work as submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. All acquisitions activities shall be voluntary and conducted in compliance with 44 CFR Part 80.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient proposes to acquire, demolish, and remove debris from the properties located at 1909 Seminole Boulevard, 2814 Oswego Avenue and 2808 Oswego Avenue in West Palm Beach, Florida.

The scope of work proposes to acquire, demolish and remove all associated debris to clear the sites and convert and return the land to open space into perpetuity. This includes all required permits, fees, property acquisition and removal or demolition of existing structures. The land shall be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The project shall provide protection against a 100-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 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 shall be responsible for furnishing or contracting 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 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 acquisition of property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously 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 project consists of the general construction and furnishing of all materials, equipment, labor and fees for all associated acquisition and demolition of property(s).

The recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. 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 the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include.

- a) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based paint report, and Final Approval, as applicable.
- b) Letter from corresponding entities certifying the termination of any utilities, as applicable. This may include but is not limited to decommissioning of septic systems and potable

water wells.

- c) Copy of Warranty Deeds
 - d) Letter verifying whether or not any archeological materials or human remains were encountered during project activities, if so, how they were handled.
 - e) 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.
 - f) Verification that when heavy equipment was not in use, it was staged on hard or firm surfaces where equipment was not susceptible to sinking and that paved surfaces were used to the fullest extent possible.
 - g) 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.
 - h) Verification that Recipient QA/QC monitors ensured that the 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.
 - i) Verification that excavation of on-site materials and burial of debris was not permitted.
 - j) Copy and verification of compliance with USACE permit prior to construction activities.
 - k) Verification of compliance with ERP from SFWMD.
 - l) Verification of compliance with the current USACE NWP 43 and 13.
 - m) Letter verifying that best management practices were followed while performing construction activities in the floodplain.
 - n) Copies of the Notice of Intent (NOI), storm water pollution prevention plan (SWPPP), and Notice of Termination (NOT).
 - o) Letter from the floodplain manager/administrator verifying that the project was in compliance with local floodplain requirements/ordinance.
 - p) Proof of compliance with Project Requirements and Conditions contained 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.

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 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 construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement 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 final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation Activities consist of acquiring, demolishing, and removing debris from properties located in Palm Beach County, Florida. Land shall be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The completed project shall provide protection against a 100-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 to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
- 3) The Recipient should submit a copy of the Warranty Deeds.
- 4) The Recipient shall provide a copy of any letters issued by the corresponding entities, confirming that all services have been terminated, as applicable.

D) Environmental:

- 1) 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, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) 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 site 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. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.
- 4) Major activities, including placement of equipment, shall be confined to areas where equipment is not susceptible to sinking. Paved surfaces shall be used to the fullest extent possible.
- 5) 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.
- 6) Recipient QA/QC monitors shall ensure that its 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.
- 7) Excavation of on-site materials and burial of debris are not permitted.
- 8) Copy of and verification of compliance with a new USACE permit prior to construction activities.

- 9) At project closeout provide verification of compliance with the ERP from the SFWMD permit.
- 10) At closeout provide verification of compliance with the current USACE NWP 43 and 13.
- 11) Perform best management practices while performing construction activities in the floodplain.
- 12) The Recipient shall need to submit a Notice of Intent (NOI) for coverage under the Florida Department of Environmental Protection (FDEP) General Permit, prepare and implement a storm water pollution prevention plan SWPPP, and submit the Notice of Termination (NOT) after completion of the site activities. These three documents should be provided at project close-out.
- 13) The Recipient shall consult with the floodplain manager/administrator to verify that the project is in compliance with local floodplain requirements/ordinance.
- 14) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

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.
- 6) If the Recipient is not the current title holder of the affected properties, the Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.
- 7) The Recipient shall ensure that all property acquisition activities are voluntary and conducted in compliance with 44 CFR Part 80. In addition, the recipient shall ensure that fair procedures are in place to compensate property owners and tenants affected by this property acquisition. This includes but may not be limited to: determination of property values, the amount of mitigation offers, and the review and resolution of mitigation offer disputes.

- 8) The recipient shall ensure that a title search is conducted on the subject properties. All known encumbrances that are incompatible with open space use shall be revised or extinguished to ensure that each property use is consistent with the open space requirements in 44 CFR Part 80 and applicable guidance.
- 9) The Recipient shall obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate clear fee title in conformance with 44 CFR Section 80.17 (b).
- 10) The Recipient will comply with the Uniform Relocation Assistance Act and document compliance as appropriate, if applicable.
- 11) Recording of the deed and required deed restrictions will take place in accordance with State law and within 14 days after the settlement and closing.
- 12) The recipient shall ensure that the property is maintained in accordance with land use restrictions, and each property shall be monitored and inspected every 3 years to ensure that the inspected parcels continue to be used for allowable open space purposes.
- 13) The Recipient shall provide the current status of each property for which settlement was completed in that specific performance reporting quarter.
- 14) The Recipient shall provide the following documentation for each property:
 - a) An executed Declaration and Release Form (FEMA 009-0-3)
 - b) An executed Statement of Voluntary Participation Form (FEMA 81-112)
 - c) An executed copy of the Model Statement of Assurances for Property Acquisition Projects or an equivalent acceptable to the Division and FEMA.
 - d) A recorded copy of the deed conveying full property interest to Palm Beach County. This deed must include the necessary elements of FEMA's prescribed model deed restrictions.
 - e) Project specific information relating to duplication of benefits, if applicable.
 - f) Documentation demonstrating the market value of each property (pre-event or current, as appropriate) and how the market value was determined.

This is FEMA Project Number **1609-142-A**, is funded under HMGP-1609-DR-FL.

The project was awarded by FEMA on September 25, 2014; the Sub-grantee Agreement was executed on June 10, 2015; and the Period of Performance (POP) for this project shall end on **March 31, 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:

State Contracting Process:	2 Months
Construction Plan/Technical Specifications:	2 Months
Title search, Deed Restriction/Recording:	2 Months
Asbestos Test, Abatement:	2 Months
Environmental, Permitting, Bidding:	2 Months
Property Acquisition(s):	4 Months
Demolition:	8 Months
Deed Recording(s):	4 Months
Final Inspection/Closeout:	4 Months
Total Period of Performance:	30 Months

BUDGET:

Line Item Budget*

	Project Costs	Federal Share	Local Share
Acquisition/Demolition:	\$669,494.00	\$502,121.00	\$167,373.00
Engineering/Permitting/Testing:	\$131,500.00	\$98,625.00	\$32,875.00
Subtotal:	\$800,994.00	\$600,746.00	\$200,248.00
Administrative Expenses:	\$23,965.00	\$23,965.00	\$0.00
Total Project Costs:	\$824,959.00	\$624,711.00	\$200,248 .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:	\$600,746.00	(75.0%)
Local Share:	\$200,248.00	(25.0%)
Total Project Cost:**	\$800,994.00	(100.0%)

Recipient administrative allowance up to \$23,965.00

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment

FUND Capital Outlay

BGRV 022317-411
BGEX 022317-976

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/22/17	REMAINING BALANCE
<u>REVENUES</u>								
<u>WESTGATE CRA L-2 CANAL IMPROVEMENTS</u>								
3900-361-1471-3149 Fed Grnt Other Transportation		<u>1,116,317</u>	<u>1,116,317</u>	<u>0</u>	<u>491,606</u>	<u>624,711</u>		
TOTAL RECEIPTS & BALANCES		21,144,983	20,825,020	0	491,606	20,333,414		
<u>EXPENDITURES</u>								
<u>WESTGATE CRA L-2 CANAL IMPROVEMENTS</u>								
3900-361-1471-8201 Contributions-Non-Govts Agnces		<u>1,116,317</u>	<u>1,116,317</u>	<u>0</u>	<u>491,606</u>	<u>624,711</u>	0	624,711
TOTAL APPROPRIATIONS & EXPENDITURES		21,144,983	20,825,020	0	491,606	20,333,414		

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of _____

Aliipkova laeueu

2/23/17

Deputy Clerk to the
Board of County Commissioners

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

Attachment 3

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, do hereby certify
true and correct copy of the original
is on
Palm Beach County, Florida
Secretary