

VILLAGE OF ROYAL PALM BEACH
Village Council
Agenda Item Summary

AGENDA ITEM:

APPROVAL AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE VILLAGE OF ROYAL PALM BEACH TO EXTEND THE TERM OF THE ORIGINAL GRANT AGREEMENT FOR THE DEVELOPMENT OF A WATERSHED MASTER PLAN TO DECEMBER 31, 2023 (SW2304)

BACKGROUND:

In 2015, the Village hired CDM Smith to update the Stormwater Master Plan in order to evaluate the Level of Service (“LOS”) of the Village’s stormwater drainage system. The Development of a Watershed Management Plan will act as a guiding document for future projects and maintenance level of service for the Village’s stormwater system and help maintain the Village’s flood resiliency. These improvements in level of service and resiliency will also make the Village eligible for nearly 300 CRS points which will allow the residents of the Village who purchase flood insurance to save money on their insurance premiums. The total project cost is \$150,000, with grant funding in the amount of \$112,500 grant and \$37,500 of Village funds.

The Village entered into a Federally-Funded Subaward and Grant Agreement (“Grant Agreement”) with the Florida Division of Emergency Management (“FDEM”) on November 17, 2022 for the grant funding in the amount of \$112,500. The Grant Agreement expires September 30, 2023.

ISSUE:

The Village and FDEM have agreed to extend the term of the Grant Agreement from September 30, 2023 to December 31, 2023 and update Attachment A to reflect such extension.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda Date:	Village Council
	Approval:		Action:
Village Engineer		8/17/2023	

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT MITIGATION BUREAU FISCAL OPERATIONS UNIT

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Village of Royal Palm Beach
PROJECT #:	4337-004-Pai
PROJECT TITLE:	Village of Royal Palm Beach
CONTRACT #:	H0885
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Christopher Marsh Village Engineer / Flood Plain Administrator 1050 Royal Palm Blvd Royal Palm Beach, FL 33411

Enclosed is your copy of the proposed contract/modification between **Village of Royal Palm Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated <input checked="" type="checkbox"/> N/A for sub-recipients other than Non-Profits
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Samantha Chaganis on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-5736 or email me at Caitlyn.Stroik@em.myflorida.com.

Contract Number: H0885

Project Number: 4337-004-Pai

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

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Village of Royal Palm Beach ("Sub-Recipient") to modify Contract Number H0885, dated December 27, 2022, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Sub-Recipient under the Hazard Mitigation Grant Program of \$112,500.00 in Federal funds; and

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

WHEREAS, the Agreement shall expire on September 30, 2023.

WHEREAS, the Division and the Sub-Recipient desire to 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. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin December 27, 2022 and shall end December 31, 2023; unless terminated earlier in accordance with the provisions of paragraph (17) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. 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.
4. 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.
5. 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.

SUB-RECIPIENT: VILLAGE OF ROYAL PALM BEACH

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
Watershed Master Planning Initiative
Village of Royal Palm Beach
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at:

<https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or <https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-Recipient may use other materials provided by ISO and located at <https://fema.gov>. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual¹ and the 2021 Addendum to the Coordinator's Manual²). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP³ under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:
Data Inventory and Collection:

¹ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

² https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

³ See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at <https://fema.gov>.

1. Data inventory (used for initial flood modeling):
 - a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
 - b. Inventory of existing drainage system
 - c. Inventory of data availability
2. Locations of:
 - a. critical facilities, cultural/historical, and other places/areas of interest
 - b. vulnerable areas and their descriptions
 - c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
 - a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
 - b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
 - c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
 - d. Determinations of the change in runoff from current to future, fully developed conditions
 - e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
 - a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
 - a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
 - b. the impact of climate change and sea level rise on fully developed conditions
 - c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
 - d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
 - e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.
8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Deliverable 1: An (1) electronic copy of the preliminary Project Plan; (2) a separate electronic document listing how and where in the preliminary Project Plan the Minimum Criteria listed above are met; and (3) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These three electronic documents must be submitted to the Division for review no later than 11 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com.

Payment for Task 1 will occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary Project Plan has been approved. To be approved, the preliminary Project Plan must show how all the listed Minimum Criteria required for a creditable WMP are intended to be met.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 11 months from the beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1 (Deliverable 1), the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above.

The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Deliverable 2: An electronic copy of the completed WMP will be submitted to the Division no later than 15 months after the beginning of the Period of Performance. If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division, and then resubmit the WMP to the Division no later than 15 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 15 months from the beginning of the Period of Performance before payment will be processed:

1. the completed WMP⁴ (after incorporating comments from the Division, if applicable); and
2. a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update.

The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:

All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.

All tasks shall be performed under the direct supervision of the Division.

The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	Total Deliverable Value	Due Date
Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP	\$125,000.00	11 Months after beginning of POP
Task 2 – Revise Draft WMP and Submit Completed WMP	\$25,000.00	15 months after beginning of POP
Total	\$150,000.00	

Financial Consequences for Non-Performance:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived

⁴ See the Minimum Criteria required for a creditable WMP listed above.

based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Field work and data collection for structures (Task 1)	2
Initial Flood Modeling (Task 1)	6
Preliminary Project Plan (Task 1)	3
Revise Draft WMP and Submit Completed WMP (Task 2)	4
Total Period of Performance:	15

Total Period of Performance

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends no later than December 31, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	\$150,000.00	\$112,500.00	\$37,500.00
Other			
Project Total:	\$150,000.00	\$112,500.00	\$37,500.00

Funding Summary Totals

Federal Share:	\$112,500.00	75.00%
Non-Federal Share:	\$37,500.00	25.00%
Total Project Cost:	\$150,000.00	100.00%