

RESOLUTION 15-87

BE IT RESOLVED that the City hereby approves, ratifies and confirms that certain Modification #1 to the Agreement between the City and the Division of Emergency Management dated February 19, 2015 related to the Gulf Highlands stormwater mitigation project, providing for the State's 100% funding of the project, in the basic amount of One Hundred Forty Five Thousand Six Hundred Seventy Five Dollars (\$145,675), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 23rd day of April, 2015.

CITY OF PANAMA CITY BEACH

By: Gayle F. Oberst
Gayle F. Oberst, Mayor

ATTEST:

Holly White
Holly White, City Clerk
Jo Smith, Deputy City Clerk

Thanks Jo!!

From: Ash, Veronica [<mailto:Veronica.Ash@em.myflorida.com>]
Sent: Friday, April 03, 2015 8:40 AM
To: Kelly Jenkins
Cc: Noel, Velma
Subject: 4138-05-R, City of Panama City Beach, Modification #1

The proposed contract has been forwarded to you electronically, if you are unable to print the attached documentation please contact the staff listed below.

Dear Ms. Jenkins:

Attached is your copy of the proposed contract between the City of Panama City Beach and the Division of Emergency Management (DEM). Please print four (4) copies of the contract (**NOTE: DO NOT COPY TWO SIDED, PLEASE SIGN IN BLUE INK**). The official representative, as listed below, will need to sign the signature page of each contract. All four (4) copies of the contract should then be sent to my attention at DEM for full execution as soon as possible. One fully executed contract will be returned to the City of Panama City Beach for its files.

Official Representatives:

County:	Chairman of the Board of Commissioners
City:	Mayor
Indian Tribe:	Chief or President
Water Management District:	Chairman
Non-Profit:	Chairman of the Board

If there is an official that is not listed above who is authorized to sign the contract for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.

If you have questions regarding this contract or who is authorized to sign it, please call (850) 487-4910, Project Manager at Ms. Velma Noel.

Regards,

Veronica S. Ash

Veronica S. Ash
Grants Specialist V
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 488-3120
Veronica.Ash@em.myflorida.com

Contract Number: 15HM-9J-01-13-02-359

Project Number: 4138-05-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PANAMA CITY BEACH**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Panama City Beach ("the Recipient") to modify Contract Number: 15HM-9J-01-13-02-359, dated February 19, 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 \$109, 256.00, in Federal Funds; and

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

WHEREAS, the Division and the Recipient desire to modify the Budget and Scope of Work by increasing the Federal funding by \$36,419.00 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 amended to increase the Federal Funding by \$36,419.00, for the maximum amount payable under the Agreement to \$145,675.00, (One Hundred Forty Five Thousand, Six Hundred Seventy Five Dollars and No Cents).
2. The Budget and Scope of Work, Attachment A to the Agreement, 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.
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.

RECIPIENT: CITY OF PANAMA CITY BEACH

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

ATTACHMENT A
1ST REVISION
BUDGET AND SCOPE OF WORK

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to conduct Phase I of the project located at: Front Beach Road, Panama City Beach, Florida, section 36 Township 3S Range 16W, (30.1774, -85.8039) to (30.1782, -85.8049) that shall include the preliminary engineering designs and calculations. No construction activities are approved at this time. The SOW will include the Recipient, City of Panama City Beach installing two (2) additional 54" Reinforced Concrete Pipe (RCP) Culverts under Front Beach Road in the Florida Department of Transportation (FDOT) right of way. The project shall also include new FDOT index 250 Concrete Headwalls, major utility relocations, and stabilization with sod to complete project.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project (HMGP) the Recipient, City of Panama City Beach shall implement Phase I; the project will provide a 100-year flood event protection in the project area. The Recipient shall prepare construction plans to determine modifications needed to improve the drainage and alleviate flooding. The funding for completion of engineering, design, environmental permitting is necessary to implement the project.

This is a review for Phase I approval; when completed, the applicant will need to provide designs and calculations for Phase II review, including verification that there will not be any upstream or downstream impact. The Recipient shall complete Phase I in accordance with all applicable federal, state and local laws, regulations, and codes, and all Phase I activities and deliverables shall be completed and submitted to the Division before December 04, 2015.

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 contract for or supervise all performed work to produce engineering designs and construction plans and furnish them to the Division.

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 mitigation activities for phase I, which consist of developing plans for installation of two (2) additional 54" RCP Culverts under Front Beach Road in the Florida FDOT right of way, 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.

Project location:

Front Beach Road, Panama City Beach, Florida
Section 36 Township 3S Range 16W, (30.1774, -85.8039) to (30.1782, -85.8049)

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 Task 2, the Recipient shall submit 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:

- a) Two sets of engineering signed & sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) studies;
 - b) Construction plans and bid documents;
 - c) Revised cost estimate for phase II construction (including phase I cost);
 - d) All 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 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.

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 and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct 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, will 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, and plans. The requests for reimbursement shall include:

- 1) 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;
- 2) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- 3) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

DELIVERABLES:

The project shall provide Phase I designs that are calculated for Phase II review, including verification that there shall not be any upstream or downstream impact. The Recipient shall prepare construction plans to determine modifications needed to improve the drainage and alleviate flooding, and all Phase I activities and deliverables shall be completed and submitted to the Division before December 04, 2015.

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

PROJECT REQUIREMENTS AND CONDITIONS:

ENVIRONMENTAL:

- 1) The 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 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 Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during any ground disturbing activities during construction, and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the Division and FEMA.

- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 5) Provide digital colored and labeled photographs of all areas of ground disturbance.
- 6) Provide colored and labeled aerial photograph displaying the full extent of the project footprint. The project area shall be provided in square feet and the depth in feet. Staging areas shall be identified.
- 7) Consultation with the U.S. Army Corps of Engineers (USACE) is required. Any authorizations or permits required must be awarded before any construction activities. Any conditions imposed by the USACE shall be included in the final design plans, narrative and project implementation actions. USACE permit or documentation of no permit required (required) must be submitted with Phase I deliverables.
- 8) Environmental Resource Permit (ERP) from the Northwest Florida Water Management District (NFWFMD) must be awarded before any construction activities. Any conditions imposed by the agency should be included in the final design plans, narrative and project implementation actions. Confirmation from the NFWFMD must be submitted if no permit is required (NPR). ERP or verification of NPR is required with Phase I deliverables.
- 9) The local Floodplain Administrator shall review the project to determine if the project meets the local floodplain requirements. Copies of coordination shall be included with the Phase I deliverables.
- 10) All federal, state and local permits must be acquired before completion of Phase I. Copies of all permits shall be submitted with Phase I deliverables.
- 11) Public notice shall be given as soon as possible. A copy of the publication and affidavit of public notice along with all public comments and resolutions shall be submitted with Phase I deliverables. If a public meeting was held in lieu of a publication, a copy of the meeting minutes and sign in sheet must be provided.

PROGRAMMATIC:

- 1) The Recipient shall 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 shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) The Recipient shall "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 (POP) shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a POP 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 shall 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-4138-05-R**, funded under Severe Floods FEMA-4138-DR-FL.

The project was awarded **August 14, 2014** and began on upon execution and the Period of Performance (POP) for this project shall end on **December 04, 2015**.

SCHEDULE OF WORK:

State Contracting:	3	Months
Design, Surveys Engineering:	2	Months
Surveys Permitting:	2	Months
Permitting Documentation Preparation:	2	Months
Issuance of FDOT Permits:	3	Months
Total Period of Performance:	12	Months

BUDGET:

Line Item Budget:*

	<u>Project Cost</u>	<u>Federal Share</u>
<u>Phase I Designs, Eng. & Surveys:</u>	<u>\$145,675.00</u>	<u>\$145,675.00</u>
Total:	\$145,675.00	\$145,675.00

**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

<u>Federal Share :</u>	<u>\$145,675.00 (100%)</u>
<u>Total Project Cost:*</u>	<u>\$145,675.00 (100%)</u>

*** The non-federal share will be met using a Global Match which allows credit for similar eligible projects undertaken in the area that did not involve federal funds. The effect is that 100% of the project is covered by federal HMGP funds. FEMA project 4138-06-R- Bay County, Board of County Commissioners project provides the Global Match for the non-federal share for this project.*