AN ORDINANCE No. 2022-137

To authorize the Chief Administrative Officer to accept funds in the amount of \$19,394.00 from the Virginia Resources Authority and to amend Ord. No. 2021-051, adopted May 24, 2021, which adopted the Fiscal Year 2021-2022 Stormwater Utility Budget and appropriated the estimated receipts of the stormwater utility, by increasing estimated revenues and the amount appropriated to the stormwater utility by $\$ 19,394.00$ for the purpose of funding a planning and capacity building project for levy surveying, reporting, and engineering review of the survey report by a third-party consultant for the City of Richmond.

> Patrons - Mayor Stoney and Ms. Lambert

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 232022 AT 6 P.M.

## THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds in the amount of $\$ 19,394.00$ from the Virginia Resources Authority for the purpose of funding a planning and capacity building project for levy surveying, reporting, and engineering review of the survey report by a third-party consultant for the City of Richmond.
§ 2. That Ordinance No. 2021-051, adopted May 24, 2021, which adopted the Stormwater Utility Budget for the fiscal year commencing July 1, 2021, and ending June 30,
$\qquad$ REJECTED: $\qquad$

2022, by increasing the estimated receipts of the stormwater utility and the amount appropriated for expenditures of the stormwater utility by $\$ 19,394.00$ for the purpose of funding a planning and capacity building project for levy surveying, reporting, and engineering review of the survey report by a third-party consultant for the City of Richmond.
§ 3. This ordinance shall be in force and effect upon adoption.

## City of Richmond <br> Intracity Correspondence

## O\&R REQUEST

DATE: April 11, 2022
EDITION: I
TO: The Honorable Members of City Council
THROUGH: The Honorable Levar M. Stoney, Mayor
THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer


THROUGH: Sabrina Joy-Hogg, DCAO Finance and Administmatiobrina Ooy-Alogg
THROUGH: Sheila White, Director Finance Sheila White
THROUGH: Jason May, Director Budget Jason May
THROUGH: Robert C. Steidel, Deputy City Administrator, Operations $\mathcal{C S}$
THROUGH: April Bingham, Director, DPU
FROM: Patrick Bradley, Deputy Departmental Director, Senior, DPU AGo
RE: $\quad$ Virginia Community Flood Preparedness Fund Grant
ORD. OR RES. No.

PURPOSE: To Authorize the Chief Administrative Officer to accept funds in the amount not exceed $75 \%$ of the demonstrated total cost of the planning and capacity building project (the "Local Project") or $\$ 19,394$, whichever is lesser, from the Virginia Resources Authority, as administrator of the Virginia Community Flood Preparedness Fund ("CFPF"), and to amend the FY2022 Stormwater Utility Budget by increasing the amount appropriated to the Stormwater Utility Budget by $\$ 19,394$ for the purpose of a planning and capacity building project for levee surveying, reporting, and engineering review of the survey report by a third party consultant.

REASON: To accept a grant to aid the development of a planning and capacity building project for levee surveying at the City of Richmond's water treatment plant, reporting, and engineering review of the survey report by a third party consultant. The City must execute the attached Grant Agreement and return it to the Virginia Resources Authority no later than May 26, 2022 in order to receive the CFPF Grant to obtain up to $\$ 19,394$ in reimbursement funds for the Local Project.

RECOMMENDATION: Authorize the Chief Administrative Officer to execute this Grant Agreement.

BACKGROUND: In the early 1990s, a flood project and levee system were constructed around the City of Richmond Water Filtration Plant. The flood project is situated on the north side of the James River and in the western part of the City approximately 1.8 miles downstream of the Westham river gauge. The flood project provides protection from the occurrence of an estimated discharge event of 467,000 cubic feet per second. The protected area of the levee system covers approximately 13.4 acres which includes 12 buildings and a combined property value of $\$ 200$ million. The flood project includes 150 feet of earthen levees, 2,200 feet of reinforced concrete floodwall, 5 closure structures, channel modifications to the historic Kanawha Canal, utility relocations, and modifications to the plant.

Since the 1990s when the flood project was completed, the flood project's facilities have been continuously maintained and operated. Maintenance and operation of the flood project's facilities has included routine benchmarking data taken for the levee system. Nevertheless, since the construction of the flood project, a comprehensive survey has never been performed for the entirety of the levee and there is no digital drawing information for the overall system.

As a part of the City's strategy to successfully operate the levee system, it is essential to establish a digital baseline to capture the system's current condition. Data collected through this process will all the City to comprehensively understand the state of the levee and will help the City to organize for future needs and update emergency flooding response plans. This data will also allow for the development of education and engagement strategies for communities protected by the levees and will help the City meet FEMA regulatory needs to maintain the levee system's accreditation.

FISCAL IMPACT / COST: By accepting this grant, the Stormwater Utility will receive up to $\$ 19,394$ to mitigate the financial impact to their ratepayers.

FISCAL IMPLICATIONS: An up to $\$ 19,394$ increase in estimated revenues to the Stormwater Utility.

BUDGET AMENDMENT NECESSARY: Yes, to increase the FY2022 Stormwater Utility Budget account 0810-91002-70123-1409-SV1405-00-000000-000000-00000-00000 by $\$ 19,394$.

REVENUE TO CITY: Up to $75 \%$ of the Local Project cost or $\$ 19,394$, whichever is lesser.

DESIRED EFFECTIVE DATE: On adoption.
REQUESTED INTRODUCTION DATE: May 9, 2022.
CITY COUNCIL PUBLIC HEARING DATE: May 23, 2022.

O\&R Request
Page 3 of 3
REQUESTED AGENDA: Consent.
RECOMMENDED COUNCIL COMMITTEE: Finance.
CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Virginia Department of Conservation and Recreation and Virginia Resources Authority.

AFFECTED AGENCIES: DPU
RELATIONSHIP TO EXISTING ORD. OR RES.: None.
REQUIRED CHANGES TO WORK PROGRAM(S): None.
ATTACHMENTS: Virginia Community Flood Preparedness Fund Grant Agreement CFPF 21-02-35, Virginia Community Flood Preparedness Fund Grant Award Letter CFPF 21-02-35, ACH Direct Deposit of Grant Disbursements Authorization Agreement

STAFF: Patrick Bradley, Deputy Departmental Director, Senior, DPU, 804-646-6964

## GRANT AGREEMENT

## Between

## VIRGINIA RESOURCES AUTHORITY,

as Administrator of the
Virginia Community Flood Preparedness Fund

And

## CITY OF RICHMOND

## Department of Conservation and Recreation

CFPF-21-02-35

# TABLE OF CONTENTS 

ARTICLE IDEFINITIONS

## ARTICLE II

SCOPE OF SERVICES
Page 2

## ARTICLE III

TIME OF PERFORMANCE
Page 3
ARTICLE IV
GRANT FUNDS ..... Page 3
Section 4.1. Amount of Grant ..... Page 3
Section 4.2. Application of Grant Funds
Section 4.3. Agreement to Accomplish Local Project ..... Page 3 ..... Page 4
ARTICLE V
GENERAL PROVISIONS
Section 5.I. Indemnification
Page 5
Section 5.2. Disclaimer ..... Page 5 ..... Page 5
Section 5.3. Termination Secto 5.4. Cogration and ModificationPage 5
Section 5.4. Integration and Modification
Section 5.4. Integration and ModificationPage 5
Section 5.5. Collateral Agreements ..... Page 5Page 5
Section 5.6. Non-Discrimination
Page 6Section 5.7. Applicable Laws
Section 5.8. Compliance
Section 5.9. Severability
Page 6Section 5.10. Contingent Fee WarrantyPage 6Page 6
Section 5.11. Conflict of InterestPage 6Page 6
Section 5.12. Records Availability
Section 5.13. Ownership of Documents ..... Page 6 ..... Page 7
Section 5.14. Acknowledgments ..... Page 7
Section 5.15. Mar
Section 5.15. Mar
Section 5.15. Matching Funds ..... Page 7
Section 5.16. Procurement and Subcontracts
Page 7Section 5.17. Reporting and Closeout
Section 5.18. Notices
Section 5.19. AppropriationsPage 7Page 8Page 9
ARTICLE VI
COUNTERPARTS
Page 9

## EXHIBITS

Exhibit A. Grant Authorization
Exhibit B. Project Description
Exhibit C. Project Budget
Exhibit D. Requisition Form
Exhibit E. Financial Report Reimbursement Form
Exhibit F. Quarterly Report Form and Instructions
Exhibit G. Extension Request Form and Instructions

## GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of March 2022 between the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), as administrator of the VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND, and the CITY OF RICHMOND, a LOCAL GOVERNMENT (the "Grantee").

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the "Act"), the General Assembly created a fund known as the "Virginia Community Flood Preparedness Fund" (the "Fund"). In conjunction with the Department of Conservation and Recreation (the "Department"), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by Exhibit A to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

## ARTICLE I

## DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:
"Act" means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.
"Agreement" means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.
"Authority" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.
"Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.
"Certified Floodplain Manager" means a Certified Floodplain Manager according to the Association of State Floodplain Managers (https://www.floods.org/certification-program-cfim/) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or
political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.
"Department" means the Department of Conservation and Recreation.
"Fund" means the Virginia Community Flood Preparedness Fund.
"Grant Manual" means the Department's 2021 Grant Manual for the Virginia Community Flood Preparedness Fund.
"Grantee" means the CITY OF RICHMOND, a local government.
"Local Project" means the particular project described in Exhibit B to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.
"Project Budget" means the budget for the Local Project, a copy of which is attached to this Agreement as Exhibit C, with such changes therein as may be approved in writing by the Authority and the Department.
"Project Costs" means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of "cost" set forth in Section 10.1-603.24 of the Act.
"Project Description" means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as Exhibit B, with such changes therein as may be approved in writing by the Authority and the Department.
"Resilience Plan" means a locally adopted plan that describes the Grantee's approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

## ARTICLE II

## SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (Exhibit B) of this Agreement. All work performed under the "Project" and "Study" categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable
regulatory requirements, including the National Flood Insurance Program. Any work performed under the "Project" category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

## ARTICLE III

## TIME OF PERFORMANCE

The Grantee's work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety ( 90 ) days following the passage of the Local Project's authorized completion date unless an extension is granted pursuant to Section 4.3 below.

## ARTICLE IV

## GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed $75 \%$ of the demonstrated total cost of the Local Project or $\$ 19,394$, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:
(a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in Exhibit D and Financial Report Reimbursement Form, in the form set forth in Exhibit E, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, Exhibit $\mathbf{D}$ to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the "Project" category of the Grant Manual.
(b) A Planning and Capacity Building project developed by the Grantee and
approved by the Department as meeting all standards of applicable law;
(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project;
(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;
(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for costsharing; and
(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in Exhibit B and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. Grantee is solely responsible for ensuring funds allocated and certified as match during the application process are appropriated, if applicable, and spent according to the approved project. No funds will be reimbursed to the Grantee unless proof of expenditure by the Grantee organization is provided. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as Exhibit G, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the date of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in
consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

## ARTICLE V

## GENERAL PROVISIONS

## Section 5.1. Indemnification. N/A

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

## Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.
(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.
(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.
(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to
worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in cameraready or digital form. The acknowledgment should read as follows:

> This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via CFPF-21-02-35.

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, Exhibit E, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on Exhibit E.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 et seq. of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as Exhibit F, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on Exhibit F.
(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as Exhibit $\mathbf{G}$. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@der.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219
The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

| Fund: | Virginia Resources Authority, as Administrator <br> of the Virginia Community Flood Preparedness Fund <br> 1111 East Main Street, Suite 1920 <br> Richmond, Virginia 23219 |
| :--- | :--- |
|  | Attention: Executive Director |
| Authority: | Virginia Resources Authority <br>  <br>  <br>  <br>  <br>  <br> Richmond, Virginia 23219 <br> Attention: Executive Director |

Department: Virginia Department of Conservation and Recreation 600 East Main Street, $24^{\text {th }}$ Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management
Grantee: CITY OF RICHMOND
730 East Broad Street
Richmond, Virginia 23219
Attention: Surani Olsen
A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

Section 5.19. Appropriations. All payments by Grantee under this Grant Agreement are subject to appropriations by the local authority responsible for appropriation approvals. Consequently, the Grant Agreement shall bind the Grantee only to the extent that the local authority appropriates sufficient funds to the Grantee to perform its obligations thereunder.

## ARTICLE VI

## COUNTERPARTS

This Agreement may be executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.
[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND

By:
Executive Director

## CITY OF RICHMOND

By: $\qquad$
Name: $\qquad$
Title: $\qquad$

Exhibit A
Virginia Department of Conservation and Recreation

Exhibit A
Vireinia Department of Conservation and Recreation
Community Flood Preparedness Fund • Round 2 Application Recommendations suop, December 9, 2021

| Low Income Geographic Applications Recommended for Funding |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Count |  | Revifuerscore | Comumenity | Protert Dexcription | Iotal Prodet | Cripf | Muth |
| Rewhience Plan Dentopment and |  |  |  |  |  |  |  |
| 1 | U1-Planning and Capadity Bullding - Low incoint Geofriaphic | 93 | COLONLAL BEACH, TITN OF | Trating | 115.000.00 | 101,500.00- | 11.500.00 |
| 2 | U- Planning and Capadiry Bulding: Low Incoune Geopriaphic |  | CHRISTMASSEURG. TOWN OF | Restlience Plan | 49,467.00 | 44,520.30- | 4,946.70 |
| 3 | U- Planning and Capadery Buiddiy- Low lincome Geegraphic | 153 | ROANOKE, CTT OF | Reslilience Plan Deveiopment | 150.000.00 | 135.000.00 | 15,000.00 |
| 4 | U- Plampize and Capadty Builiny - Low frcome Geofraphic | 190 | PEIEASQURG CITY OF | Reshlience Plam Development and Stath | 385,016.00 | 385,016.00 |  |
|  |  |  |  | Cupacty Bulding for flood |  |  |  |
| 5 | U- Plansiex and Capadty Builing Low Income Geographts | 210 | Southuide Planning District Comn | Resilience in Southern Virgeinda | 150,000.00 | 135,000.00 | 15,000.00 |
| 6 | U-Ptanniza and Capadty Euilding Low Income Geographic |  | Lenowizce PDC | Capactir Building and Planoine | 150,000.00 | 150,000,00 |  |
| 7 | L1-Ptaming and Capactiy Buiding - Low Income Geographic. | 268 | Morthern Neck PbC | Matard Mintiration Plan Update | 50,000:00 | 45,000.00 | 5,000.00 |
| 8 | U- Plameing and Caparity Auilding - Low Income Geoyraphic | 312 | nfwport news, CTTY OF | City of Newport News Master Plan Development, Stormwater, Floodplain, Resllience and Climate Change Managoment | 5,473,401.00 | 4,926,063,00 | 547,340.00 |
| 9 | U - Plaming and Capacity Bulding - Low Income Geotraphic | 8a | NORICLK, city | Watershed Master Plan Studr and Purchase of Flood Sensors | 350,000.00 | 315,000.00 | 35,000.00 |
| 10 | U-F.Food Pitevention atid Protection Studies - Low Income Gepgraphic | 128 | scotisvuf, town CF | Town of Scottsvilue Study | 123,346.00 | 123,346.00 |  |
| 11 | (1-Flopd Prevention and Protection Sudies - Low Incorme Geographic | 190 | PETERSQUAG, CITY OF | Comprebentive Cltywide Orainage Study and FP Ordirance Update | 2,238,542.00 | 2738,542.00 |  |
|  |  |  |  | Hoskins Creek and |  |  |  |
| 12 | U-Flood Prevention and Protection Studies - Low income Geographic | 53 | TAPPAHANNOCK, TOWN OF | Rappathumock Rlver | 87,400.00 | 69,920.00 | 17,480.00 |
| 13 | U-Protects that will rexull in nature-based solutions Low heome Geographic | 78 | HAMPTON, CITY OF | Bis Bethel Bluewar; Albany Drive at Big Bethel Road | 3,760;625.00 | 3,008,500.00 | 752.125.00. |
|  |  |  |  | Sunset Creek Urban Channel |  |  |  |
| 14 | L- Proiects that mill result in nature-based solutions tow tincome Geotraphic | 80 | HAMPION. CITY Of | Natur alization Prolect | 2,527,679.00 | 2.022,143.00 | 505,536.00 |
| 15 | U-Propects that mill rexult in nature-based solutions - Low linceme Grotiraphic | 70 | HAMP ION, CITY Of | Billy Woods Canal | 449,000.00 | 291.850.00 | 157,150.00 |
| 16 | U- Projects that will resul in hybrid selustions - Low treorne Geotraphic | BA | HAMPTON, CITY Of | Gie Hampton and North Armintead Avenue | 5,910,064.00 | 3,441,544,00 | 2,066,524.00 |
| 17 | U-Al other Ptojects-Low locome Georraphic. | 63 | VIRGINLA EEACH, CTY OF | Spormwater Project South Birdnect Road beiween Hughes Avenue and Sea Stret | 3,500,000.00 | 1,925.000.00 | 1,575,000.00 |
|  |  |  |  |  | 25,46,546.00 | 15,759,944,30 | 5,709,601.70 |

[^0]Exhibit A
Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations
December 9, 2021


Exhibit A
Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 2 Application Recom
Community Flood Preparedness Fund - Round 2 Application Recommendations
Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations

Exhibit A
Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round $\mathbf{2}$ Application Recommendations
$$
\text { Recommended Denials Round } 1 \text { Resubmissions }
$$

| Recommended Denials Round 1 Resubmissions |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Count |  | Rewitwiry Score | Commymay | Frolect Detrupilon | Reason for Dental | toxal Protera | CPPE |
| 1 | Projects that will result in nature-based sohations | 68 | MPPDC- KING AND QUEEN COUMMT | Shoreline Restoration Private Property | Denied / Does nat meet the intent of the fund and only supports shareline property owners; any development must meet fooding iswues on a communhy scale - Dental concurred whh SNHR 12/9/2021 | 125.251.00 | 87,676.00 |
| 2 | Prolects that will resulf in mature based sohtiont | 88 | MPPDC - MIDDLESEX COUNTY | Shoreline Restoration -Private Properity | Denled - Does not meet the intent of the fund and oniy supports shoreline property ownets; any development must meet flooding issues on a commounty scale - Denial concurred whh SNHR 12/9/2021 | 44,000.60 | 30,800.00 |
| 3 | Projects that will result in nature based sohations | 80 | MPPDC-GtOUCESTER COUNTY | Shoretine Re storation - Private Properiv | Denied - Doess not meet the intent of the fund and onty supports storelinne property owners; any development must meet flooding tssues on a commrunity scale - Denial concurred wh 5NHR 12/9/2021 | 211,406.50 | 147,984.00 |
| 4 | Projects that will result in nature-based sofutions | 80 | MPPDC - MATHEWS COUNTY | Shoreline Restoration - Private Property | Denied. Does not meet the intent of the fund and only supports shoreline properity owners; any development must meet flooding issues on a communty scale - Denial concurred wah SNHK 12/9/202I | 97,40000 | 68,180.00 |


| 1 | LI - Projects that will reselt in nature-based solutions Low Intorne Geodraphic | 57 | MPPDC-GLOUCESTER COUNTV | Shoreline Restoration - Private Propenty | Resson for Dantal <br> Denied - Does not meet the intent of the fund and only supports shoreline property owners; any development must meet fiooding issues on a community scale . Denlal conculted wah SNHR 12/9/2021 | Total Proiect 168,618:00 | CFPF <br> 134.894 .00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2 | (1. Psojects that will result in nature-based solutions. Low income Geographic | 78 | MPPOC MATHEWS COUNTY | Shoteline Refzoration - Prtwate Propertr | Denied - Does not meet the intent of the fund and only supports storeline property owners; any development moust inetel fiopoding is sues on a torminumity scate - Demisl concurred whh SNHR 12/9/2021 | 194,365.00 | 155,492,00 |
| 3 | LI - Planningeand Capaciky Buiding - Low Income Geotraphic | 203 | CAROIME COUNTY | Planning and Capacity Building | Application does not demontrate funds will be utilized for an eligible category within the srant manual. Propozed contractor servkes are lor inspections currenty belng conducted by local \& taff Dental coneurred whth SNHR 12/9/2021 | 216,320.00 | 194,688.00 |
| 4 | L1-All other Projects Low Income Geographic | 70 | RICHMOND. CITY OF | Woodhaven Dive Drainsea Improvements | Desien phase $60 \%$ tomplete. Doesn't appear that project with be completed within required 3 vear timeline - 1 B-2 4 month complet ion thre and a 2023 stand dite. <br> Denial concurred with 5NHR 12/9/2021 | 4,545.455.00 | 2.500,000.00 |
| 5 | Flood Prevention and Protection Studies | 65 | Calarax COUNTIT | Fairfax County Dogue Creek and Pimmit Run Watersheds | Project estimate is for fethof 2021, pritor to the CFPF grame funding opportumaties getting underway. Denial concurred with SMHR 12/9/2021 | 479.000.00 | 239,500.00 |
| 6 | Flood Prevention and Protection Studies | 135 | STAFFORD COUNTY | Brooke Road Corridor (5R608) and surrounding Accok net Creek Watershed Flood 5tudy | Project under contract and in progress-supplanting. Denbal concurred with SHHA 12/9/2021 | 110,880,00 | 55,440,00 |
| , | Projects that wall resua in hiybrid solutions | 118 | HIPPEWELL, CIIY OF | Mouthrie Avenue Roadway and Drainage Improvernent Project | hessilience plan muss be approved prior 10 application for a project. Denisi concurred with 5 NHR 12/9/2021 - Will encourage to apply for capactly buitiding and planning to devetop a testlience plan | 2240.30000 | 1.344,18009 |
| a | All other Projects | 290 | Hampton Roads Service District | Resclience Plan | Application is incomplete; application is for a project dashboard not a plan, project is well underway and meligible, no resllience plan approval. Denled - Need SNHR concurrence; profect left off the report in erroi | 2,280,000.00 | 1,40,000.00 |
|  |  |  |  |  |  | 2,871.955.00 | 5,473,808,00 |

Exhibit A

| Aporcomel/Denimal | Remerem | Communhy ${ }_{\text {cume }}$ | Aetatry Typa | Protert Descruplion | Ciff fequested | Cipf Approwed | Dwir Requa Approwrad |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Round. 1 Approved | 300 | HENRICOCOCOUNTY |  | Phtot Propect Development; Dashboard; Education and Outreach | 433,200.c0 | 361.500.06 | 172,300.009 |
| Round 1 Denilats | Vuioun | Properets thal will |  | Shoteime Maligetion - Pitrate Propetiver | 110.031.00 |  | (410,003].00] |
|  |  |  |  |  | 843.863.00 | 361,500.00 | [152,333.004 |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Approwri/beniod | Revirwer | Commmenty Nams | Aelintly Type | Propert Dimuription | CFPP Reqursted | Crpf mpprowed | Offf Caq vil Appotived |
| Approwed | 93 | CHRSTIMASSURG, TOWWHOF | U-Planning and Coascilv Buiding - Low meome Geotrephic | Thestiencr Plan | 37,100.00 | 4,520.30 | 1,42030 |
| Appiowed | 93 | COLONIAL BEACH. TOWH OF |  | Deestie eces Plan Davelopmant and Trining | 122.500.00 | 101,500.00 | [9,000000] |
| Approved | 153 | roanake.cliy or | U- Plonning and Capadity Buideine -Low throme Geoctiphic |  the Cris, com munity needs, and inverinit/iloodplains shallenges. | 112,500.00 | 135.000.00 | 22,500.00 |
| Approwed | 190 | Prichislutc, cirvof | U. Plunning and Capacory Euiding -Low ncome Groprraphic | Reatience Plan Devetopment and Staff | 3E5.016.00 | 355.016.00 |  |
| Approved | 210 | uiso | U- Planning and Capaciry Building -Low income Geotraphic | A whole community sppposch to estress whot tewources and elements of flood desifience planz this region has in hand alreadr to dentify gaps that need to be addressed and to dewelop initial rosdmaps to fat thoue capsa partmerihip between the University of Virginia and LENOWISCO Planning Oitruict Commission, on bethat of the Coynilies of twe, Wise, and Scott, the City of Nortion, and the Iowns of Appalachis, Big <br>  and benchmarking etfiort | 150.000.00 | 150.000.00 |  |
| Approwed | 210 | Southside Plannima Distriks Comminston |  | Comprethentively assess the avaluble and lound ational elements needed to develop an approvable resiliemcy pon for each locality. A partnershipg between the Univerahy of vietint and Siouthside Mortion, athd the Thwnt or Appallechith, By Stome Gap. Dungannon, Gate Dty, afd Pennington Planning District Commission, on behail of the affilate Gity of Martinuvilie and the Towns of Halifax and South Bosion, 10 conduct an Initial scoping and benchmarting effort | 135.000.00 | 135.000.00 |  |
| Apprioved | 268 | Morthern Pleck PDC |  | Mazard Minçation Plan Update | 45,000.00 | 15,000.00 |  |
| Approved | 312 | MEWPORT MEWS. CTIY OF |  | Newport News settit to develop Itiese interdependent, complementary master plans that will enonstutute a liamework for hmplementimg coordinated, cost-eflective projecis and protrams almed at reducing the leveh of flood damades his cilifent have incressingty endured ower resent decader. | 8.105,052.000 | 4,926,063.00 | 1.012. |
| Approved | 70 | HAMPTON Catror |  | Funding to wpport the destipn of one of the projetets identdied in the Newmantett Creek Water Plan: the Bily Woods Canalthe purpore of the Bith Woods Camal desken in to increase upstream water storage in the canal, with the goal of both reducing: downstitam hooding and increating the wolume of stormwater that is weated to bmprove wates quality following high ins en uny rain events. the project will aho create public access to green and blus space and enhamce malive habinats. | 291.450.00 | 291.250.c0 |  |
| Approved | sa | HAMPTON. CITYOF | U- Projects thal will result in hrorid zolutions-Low mecome Geoppaphic | Tunding to support implementation of two of the pilot projectis identified in the Newrmatket Creek Water Phan: Lake Hampton and North Armistead Road Puating and Geren infrastactiore. | 3.641.544.00 | 3.411.544.ca |  |
| Approved | 53 | Japar | L- Projects that will preun in noture-based relutions - Low income Geopraphic | Assist Dhe Town of tappahannock with then deteren and construction of a nature-based shoreline design solution and draft IPA permit application to reduce the happacti of storm events, flooding, and wethand loss for a publicly awned waterfont partel providine access to Hoskins Creek and the Rappahannock Piver | 115.338.00 | 69.92300 | (45.418.00) |
| Aparcomed | 74 | mamptam.citrot | U-Proieris that will renut in nature based rolutions- Low Income Liegraphic | Tundings to support implementation one of the pilot propects identiried in the <br>  reduce flooding in int dransege thed while creatine publice access ta green and bluye space, enh oncing nalive habituts, and lmareving water quality | 3.008.500.00 | 3.000 500.00 |  |
| Approved | 30 | IAMMPTOM CIITY OF | L- Proiects that will result in mature-baved solutions Low meame Geograehte |  the salety of the channel, pilote dififerent channell bining producti, and provide additional stor ate wintim the walershed. | 2.022,143.80 | 2.022,443.00 |  |
| Appraved |  |  | Lu-All other Proiectr Low hrome Greapraphic | The project will provide additionsl capacity to the tor mwaster converyance shiem atong Soulh Blodnecth Road to minigne existing floodng condidions in the seatick nerichberthood. | 1.750.000.00 | 1.925,000.00 | 175.000.00 |
| Aoproved | 徝 | NORTOX, ary of | U1-Flood Prevertion and Protection Studier : Low inceme Grographic | To update the Civi Watershed Muster Plan \|Combined Cosital and Pistopitation Flooding Master Plan) to incorpoor te the Federal Emergency Manatement Agency: National flood moncrance Program Communaty Rating System |(CNS) Iequiremenis trom Acthity 452.b. Purchaser hood sensocrs. | 315,00000 | 315,00000 |  |
| Approved |  | sCOTSVMLE, TOWM OF |  | The study proposed in thin project is a surver and lioodptin map amendrment for two vulnerable arets of the Iawn of Scotitivile, phut the related follow-up work on F EMM LOMR processet. | 123,346.00 | 123,346.00 | . |

Exhibit A
Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 2 Application Recommendations
Community Flood Preparedness Fund - Round 1 Resubmitted Application Recommendations December 9, 2021

| Approved/Denima | Aomemor | Community Mam* | Aattility Type | Probett Oratcriplion | Cop Requarited | OFPF Apprown | Dill Req vis Approved |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Approwed | 190 |  | U-Flood Prevention and Prolection Studies - Law Mncome Geaquaphic |  | 7,738,567.00 | 2.213.512.50 |  |
| Apprownd | 67 | ALEXAMDPLA CIIV OF | All other Projects |  focured on imptementing an entry phase of the dientified capacily project that can be further reduced to tive projett tomponents actoss the area of Efition Street, Dule Street, and west heed Avenup and Mownt Vernor, Avenuec Specilically, Phase I will help mitigate flooding by convering surface rumofl hom tar ser stormi | 516.500.00 | 516,500.00 |  |
| Approved | 43 | WEST POMS, HOWN OF | flood Prevention and Protection Studiey | This proposal requests funding to assint the Fown of West Point with a combination <br>  to address ompoing flooding for a publichy owned bridge that was priginally buil and maintained under alease agreement where the lescor incurred 100 E responsibility for the bridge. | \$5.917.00 | 22.600.00 | (37,117.c0) |
| Approved | 105 | Morthern Virupina Arerional Commisision | Flood Prevention and Prolerction Studier | The study proposed includes Dasas collection af Repional significante. The proposed study also includes the Creation of tooth or applications so idenlify, ataregate, pr ditplay intormation on hood ritik that gathers data points about reat-lime flooding. | 61.419.00 | 13.250.00 | (50.169.00) |
| Approved | 57 | hichmond. city of | Planniog and Capacity Buidding | Funding to outiources the retview of H th a and na ribe cetification to a thind patty consulthant so the Coy's engineet can tean from the reviews and develop Water Retources Dimion's capachy in performing the Hatha and na the certification teviewt. | 23.153.00 | 23,151.00 |  |
| Approved | 73 | ASHLCMD. TOWM Of | Planning ant Capactry Euide ine | Stall Framing and Cenfitication (C.CM) | 2.579.00 | 2,579.00 |  |
| Approved | 13 | ASHLAND, IDWM Dr | Planning and Capacity luilding | To develop a Alesilience Plan to atress the fown's current resources, assess iloodinf concerns, and evaluate options for addrensing increasing local fooding hsues dup to cimate change. | 60.051.00 | 60.051.00 |  |
| Appioved | 90 | RUCHMOHD, city of | Planning and Capacty Buideat | Levee wiverving at the Civ of fichmond's walter teatment plant, eteporting and ensenneting review by a thisd panty connultunt of the surverieport. | 19.394.00 | 19,341.09 |  |
| Approwed | 123 | Midaldre Peninaula PPC | Plamines and Caperity Muidding | Capaciny budding and planning project thal will achieve the newded cop acity istuest for the Mippocs spowing tif program. | \$1.054.00 | 35,250.00 | [22,808.00) |
| Approwed | 25 | Bif of whiticounty |  | Resliemer Plan Dewelopment and Training | 6,026.00 | 62,026.000 |  |
| Appraved | 218 |  | Planniof and Cipactry luildinq |  | 113,131.00 | 94.276.00 | [11.855.00] |
| Approwed | 70 | alexandmu, city of | Proicis that will resul in tratur tokutions | The Will Project, one of largest projects funded by ithe Cry'i capital improwemenis proge am, serves to mitigate riveine and stormwater flooding imparts, from a contribuling dr minage area of 5 f acres, thereby protering tesidents, vititors, buinesses, historic bulldings and cuhural renources, and infrastructure. (Oestem (phase) | 3.241.20000 | 3.241,200.00 |  |
| Approwed | 53 |  | Propecis that will realif in malure based solutions | Muliple Shiotelme Properts | 605.952.00 | 336,000.00 | [269.951.00)] |
| Denierd | 290 | Hamptoon Rosal servike Dislikt | All ather Prodecta | Climate Chanye Adaption Pian and Drmamic Dasthootrd | 1,140,000.00 | . | (1,140, 000 000) |
| Oamied | 65 | CAIRFAX COUNTY | Flood Preverstion and Proterion Studies | Fairlan County wid complete modeline and mapping of the estimated $\$ 12$ atream miles whih County regulated flood planss in 30 desienated wat ersheds. This study inctuder both updates to priber mopped noodptains and new noodplarrumodeti and mapping. | 239,500.00 |  | [239,500.00) |
| Danied | 135 | STAFIORDCOUNTY | Flood Preverstion and Protestion Studiet | Wooke hoad Conidor (Sh60:) and surroundime Accokeek Creet Waterthed flood study | \$5,400.00 |  | (55,40000) |
| ende | 203 | caro | U-Planning and Cupactip Building + Low Income Geopraphic | Planning and Capaciory Buideing | 194.688.00 |  | 1194,681.001 |
| Oenied | 57 | Gloucestia counit |  | Multiple Shore ${ }^{\text {ane P Projersis }}$ | 358.425.00 |  | [1358,425.00] |
| Denied | 13 | MATHEWS COUNTV |  | Mukiple Shoreline Prajurst | 275.452.00. |  | [275,452.00] |
| Denird | 70 | RICHMOND, CIIT Of | L-All other Proients - Low Income Geopriphic | Woodhaven Drive Drainase mprovements Project. The Woodheven Drive Drainate umprovements profect in an axtive IPU/SW C.pital project bected in a Southrude Pichmond nexphbothood, almed at reducing lo calked reperinive Mooding and <br> implowing connect thity and converance of stormwater throughout the Woodhaven Orve neich | 1.50n.00000 | - | [2.500.000.00] |
|  |  |  |  | Funds to underiates the construction of roadway ond drainage improwements to <br>  These improvemenis will include inssallation of pavement curb and furter, drainage structures. <br> Ctiet iswales, channel triptovements, and itream bank stabilistion. |  |  |  |
| Senled | 111 | Hoptwell, CuIY DF | Proiects that will resuit in indbrid roustion: |  | 1.344,180.00 |  | 14.344,120.00) |

## Exhibit B

## PROJECT DESCRIPTION

The Local Project shall consist of the development of a Planning and Capacity Building project for levee surveying at the City of Richmond's water treatment plant, reporting, and engineering review of the survey report by a third party consultant, to be approved by the Department as meeting all standards of applicable law.

## Exhibit C

PROJECT BUDGET

| ACTIVITY | ESTIMATED TOTAL <br> COST | ESTIMATED <br> FUNDING FROM <br> GRANT | ESTIMATED <br> FUNDING FROM <br> OTHER SOURCES |
| :---: | :---: | :---: | :---: |
| Planning and <br> Capacity <br> Building | $\$ 25,858$ | $\$ 19,394$ | $\mathbf{\$ 6 , 4 6 4}$ (to be paid in full <br> by Grantee) |
|  |  |  |  |
|  | Personnel | $\$ 0$ | $\$ 0$ |
|  | Fringe Benefits | $\$ 0$ | $\$ 0$ |
|  | Travel | $\$ 0$ | $\$ 0$ |
|  | Supplies | $\$ 0$ | $\$ 0$ |
|  | Other | $\$ 0$ | $\$ 0$ |
|  | Contractual | $\$ 19,394$ | $\$ 6,464$ |

## Exhibit D

# REQUISITION FORM 

[Date]

Division Director, Dam Safety \& Floodplain Management Department of Conservation and Recreation 600 E. Main Street, $24^{\text {th }}$ Floor<br>Richmond, Virginia 23219

## Re: Virginia Community Flood Preparedness Fund CITY OF RICHMOND

Grant Number: CFPF-21-02-35
Dear Division Director:
This requisition, Number $\qquad$ , is submitted in connection with the Grant Agreement dated as of March 1, 2022 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the "Fund"), and the CITY OF RICHMOND, a local government (the "Grantee"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$ $\qquad$ , for the purposes of reimbursement of the Project Costs associated with Planning and Capacity Building, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in Exhibit E of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,
(Authorized Representative of the Grantee)

## CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM) FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness. Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated , 20 _, submitted by the CITY OF RICHMOND, a local government (the "Grantee"), pursuant to the Grant Agreement dated as of March 1, 2022 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund ("VRA"), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article ! of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable $\qquad$
Total amount billed for this Project deliverable $\qquad$

Signature of Certified Floodplain Manager
Date

## Exhibit E

## COMMONWEALTH OF VIRGINIA

Department of Conservation and Recreation
Financial Report Reimbursement Form Virginia Community Flood Preparedness Fund Agreement No:

| CID \# |  |  |  |
| :---: | :---: | :---: | :---: |
| Grantee: Phone \#: |  |  |  |
| Contact Person: $\quad$ Email: |  |  |  |
| Mailing Address |  |  |  |
| Project Project Type: |  |  |  |
| Project Description |  |  |  |
| Reporting Period (Select Qtr and Yr) | January - March |  | 2021 |
|  | April - June |  | 2022 |
|  | July - September |  | 2023 |
|  | October - December |  | 2024 |

CFPF Funds


MATCH Funds (N/A)

|  | Project Match Budget | Current Match Expenditures | Cumulative Match Expenditures | *Unexpended Match Balance |
| :---: | :---: | :---: | :---: | :---: |
| Personnel |  |  |  |  |
| Fringe |  |  |  |  |
| Travel |  |  |  |  |
| Supplies |  |  |  |  |
| Contractual |  |  |  |  |
| Other |  |  |  |  |
| *TOTAL |  |  |  |  |

## Authorized Signature:

$\qquad$
Title: $\qquad$
Date: $\qquad$

## Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program
Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- Quarter ending September 30-reports due October 30 ${ }^{\text {n }}$
- Quarter ending December 31 - reports due January $30^{\text {th }}$
- Quarter ending March 31 - reports due April 30h
- Quarter ending June 30-reports due July 30th

Agreement Number: $\qquad$ Calendar Year: $\qquad$
Quarter Ended: 9/30 $\qquad$ 12/31 $\qquad$ 3/31 $\qquad$ 6/30 $\qquad$
Grantee: $\qquad$ CID \#: $\qquad$
Contact Name and Title: $\qquad$
Contact Phone No: $\qquad$ Contact Email: $\qquad$
Project Type: $\qquad$
Project Description: $\qquad$

| Brief Description of <br> Activity |  |
| :--- | :--- |
|  |  |
| Progress Achieved <br> Toward Milestone <br> During this Quarter |  |


|  |  |
| :--- | :--- |
| Progress Anticipated <br> During Next Quarter |  |
| Anticipated Completion <br> Date for this Activity <br> and Remaining Steps |  |

Printed Name: $\qquad$ Date: $\qquad$

Signature:

Title:

DCR Signature Approval and Date: $\qquad$

Exhibit G
Extension Request Form
Virginia Department of Conservation and Recreation Virginia Community Flood Preparedness Fund Grant Program

## Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the PrY Virginia Community Flood Preparedness Fund Grant

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is received not later than 90 days prior to the expiration of the original agreement. Requests should be emailed to cfpf@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation Attention: Virginia Community Flood Preparedness Fund Division of Dam Safety and Floodplain Management 600 East Main Street, $24^{\text {th }}$ Floor Richmond, Virginia 23219

Grant Recipient: $\qquad$

Contact Name: $\qquad$

Mailing Address (1): $\qquad$

Mailing Address (2): $\qquad$

City: $\qquad$ State: $\qquad$ Zip: $\qquad$

Is this a new address? םYes ם No Has the Contact Name changed? aYes ם No

Telephone Number: $\qquad$
$\qquad$ Cell Phone Number: $\qquad$ 1

Email Address: $\qquad$

Grant Number: $\qquad$

Title of Project: $\qquad$

NFIP/DCRCID:

Total Cost of Project: $\qquad$

Total Amount Awarded: $\qquad$

Current Grant End Date: $\qquad$

Requested New End Date: $\qquad$

Please provide a detailed explanation for the extension request including the reason work will not be completed during the initial grant period and a timeline for completion if approved. Please attach additional documentation as needed.

|  |
| :--- |
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|  |

Grant Recipient Signature

Grant Recipient Printed Name

Date Requested

Title

## HE DEPARTMENT Use Only

| Virginia Department of Conservation and Recreation |
| :--- |
| Drinted Name Approved |
| Date Denied |
| Reason for Denial |

VRA Use Only

| Virginia Resources Authority | Date <br> Received |  | Date Grant <br> Modified |
| :--- | :--- | :--- | :--- |

Printed Name and Title

# COMMONWEALTH of VIRGINIA <br> DEPARTMENT OF CONSERVATION AND RECREATION 

December 27, 2021

Surani Olsen, PE Program and Operations Manager Water Resources Richmond DPU<br>730 East Broad Street<br>Richmond, Virginia 23219<br>surani.olsen@richmondgov.com<br>Re: Community Flood Preparedness Fund (CFPF)<br>CY2021 Round 2 Grant Application: Grant Number: CFPF-21-02-35<br>Application Category: Planning and Capacity Building<br>Community Name: RICHMOND, CITY OF, CID: 510129<br>Primary Contact: Allen Shue PE, Civil Sanitary Engineer, Greeley and Hansen<br>Primary Contact Email Address: ashue@greeley-hansen.com<br>CFPF Award Amount: \$19,394.00<br>Match Amount Required: $\quad \$ 6,464.00$<br>Total Approved Project Cost: $\quad \$ 25,858.00$

## Dear Surani Olsen:

Congratulations! DCR, in consultation with the Secretary of Natural and Historic Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, has reviewed you application for a Resilience Plan Development - Windsor Farms and your request for funding is approved as indicated above.

Special terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Project qualifies as a study, not capacity building. Match has been adjusted to $50 / 50$. Within 30 days of award grantee must provide match recertification sufficient for award.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement within 90 days of receipt to:

## Address:

Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219
VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.
2. Progress reports are due quarterly and on the schedule as indicated in the grant agreement and must be submitted to cfpf@der.virginia.gov or other depository as determined by DCR. No reimbursement request will be processed without a quarterly progress report.
3. Grant funds may be disbursed on a quarterly basis. For low-income geographic areas, onequarter of the grant award may be advanced upfront to the grant recipient to be offset against actual expenditures at the end of the grant award. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual, suing the form provided, and as outlined in the Grant Agreement. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
4. Final reimbursement requests must be submitted within 90 days following passage of the authorized project completion date; this request must include completed and signed Reimbursement Request Form, signed Form of Requisition along with the signed Certiffeate of Approval Floodplain Management, proof of payment (canceled checks, bank statements, accounting system reports, etc.) and invoices to cfpf@.der.virginia.gov or other depository as determined by DCR.
5. Projects, capacity building and planning and studies will be required to be completed after the beginning of the application period and not later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department.
6. If a project, study, capacity building or planning activity does not commence in a timely fashion to allow completion within the agreement period, funding will be withdrawn and the applicant may reapply during the next grant round, should funds be available.
7. An extension may be granted at the discretion of the Department; however, all extension requests must be received no later than 90 days prior to the expiration of the original agreement, and the approved activity must have commenced within the first nine months of the original agreement period.
8. Final project deliverables defined in the approved Scope of Work are due to the Department within 30 days following the project end date, unless another date is approved by the Department.

Again, congratulations on your selection as a grantee of the CFPF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@der.virginia.gov.

## Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management
cc: Darryl M. Glover, Deputy Director, DCR
Kimberly S. Adams, Senior Program Manager, VRA
Tony Leone, Program Manager, VRA
Angela Davis, Flood Program Planner, DCR
Karen Thomas, Grant Manager, DCR

## ACH DIRECT DEPOSIT OF GRANT DISBURSEMENTS AUTHORIZATION AGREEMENT

VRA is authorized to initiate credit entries to the Checking $X$ Savings $\square$ account indicated below and the financial institution named below to credit the same to such account.

|  | Wells Fargo Bank |
| :--- | :--- |
| Bank Name: | 1021 East Cary Street |
|  | Bank Address: |
|  | Richmond, Virginia 23219 |
|  | 053101561 |
|  | ABA / Routing Number: |
| Account Name: | City of Richmond |
|  | Account Number: |

This authority is to remain in full force and effect until VRA has received written notification of its termination in such time and in such manner as to afford VRA a reasonable opportunity to act on it.

By: John W. Vaughan. Jo. .for. W Voughere.
Title: $\square$
Date: 04/08/2022

The representative listed below is the appropriate contact to which Virginia Resources Authority should direct disbursement letters and any other correspondence:

| Name: | Carolyn E. Turner |
| :--- | :--- |
| Title: | Accounting Manager |
| Address: | 730 East Broad Street, 6th Floor |
| Town, State. Zip: | Richmond, VA 23219 |
| Phone Number: | $804-646-5234$ |
| Email Address: | Carolyn.E.Turner@Richmondgov.com |

Virginia Community Flood Preparedness Fund 21-02-35


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    11-Planning and Capadty Building - Low Income Geographic
    

