

INTRODUCED: January 27, 2025

AN ORDINANCE No. 2025-026

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$1,495,548.00 from the Virginia Department of Conservation and Recreation and to amend Ord. No. 2024-099, adopted May 13, 2024, which adopted the Fiscal Year 2024-2025 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 \$1,495,548.00 for the purpose of funding the modernization of the City’s stormwater asset inventory.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 24 2025 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 \$1,495,548.00 from the Virginia Department of Conservation and Recreation for the purpose of funding the modernization of the City’s stormwater asset inventory.

§ 2. That Article I, Section 10 of Ordinance No. 2024-099, adopted May 13, 2024, which adopted the Stormwater Utility Budget for the fiscal year commencing July 1, 2024, and

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-1555

File ID: Admin-2024-1555

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk

Department:

File Created: 12/26/2024

Subject:

Final Action:

Title:

Internal Notes:

Agenda Date: 01/27/2025

Patron(s):

Enactment Date:

Attachments: DCR CFPF 24 04 25 Ordinance and Grant Agreement
VRA Signed and Both AATF for Admin 2024 1555

Enactment Number:

Contact:

Introduction Date:

Drafter: jenn.clarke@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	2	12/27/2024	April Bingham	Approve	12/30/2024
1	3	12/30/2024	Meghan Brown	Approve	12/30/2024
1	5	1/2/2025	Michael Nguyen	Approve	1/2/2025
1	6	1/8/2025	Robert Steidel	Approve	1/3/2025

Notes: per email -- Bob is not available for approval this was noted after approval tracking being started the approval is a bypass by System Admin Kit Hagen

From: Sedano, Caitlin R. - CAO <Caitlin.Sedano@rva.gov>

Sent: Wednesday, January 8, 2025 11:37 AM

To: Clarke, Jennifer I. - DPU <Jennifer.Clarke@rva.gov>; Hagen, Kit - DIT <Kit.Hagen@rva.gov>; Vaughan, John "Billy" - DPU <John.Vaughan@rva.gov>

Subject: RE: Admin-2024-1555

1	7	1/15/2025	Jeff Gray	Approve	1/9/2025
1	8	1/16/2025	Sabrina Joy-Hogg	Approve	1/24/2025
1	9	1/17/2025	Mayor Avula	Approve	2/3/2025

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-1555

City of Richmond
Intracity Correspondence

O&R Transmittal

DATE: December 27, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Sabrina B. Joy-Hogg, Interim Chief Administrative Officer

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Director of Budget & Strategic Planning

THROUGH: April N. Bingham, Director of Public Utilities

FROM: Billy Vaughan, Deputy Director Senior, Department of Public Utilities

RE: TO AMEND THE FY 2025 ADOPTED STORMWATER UTILITY BUDGET AND TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ACCEPT AND APPROPRIATE FUNDS FROM THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF CONSERVATION AND RECREATION IN THE AMOUNT OF \$1,495,548.00 TO UPDATE THE CITY’S STORMWATER ASSET INVENTORY.

ORD. OR RES. No.

PURPOSE: To amend Ord. No. 2024-099 adopted May 13, 2024, which adopted the Stormwater Utility Budget for FY 2025, and to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of up to \$1,495,548.00 from the Commonwealth of Virginia, Department of Conservation and Recreation and appropriate the revenues by amending the FY 2025 Stormwater Utility Budget to update the City’s stormwater asset inventory.

BACKGROUND: In November of 2023, the City of Richmond applied for a Community Flood

Preparedness Fund Capacity Building and Planning Grant administered by the Virginia Department of Conservation and Recreation. The Community Flood Preparedness Fund supports projects that reduce the impacts of flooding and undertake action-oriented flood preparedness efforts to increase resilience. In April of 2024, the Virginia Department of Conservation and Recreation notified the City of Richmond that their funding request had been approved, with \$1,495,548.00 of Community Flood Preparedness Funds allotted to the City's stormwater asset inventory proposal.

Specifically, the City of Richmond's Capacity Building and Planning Grant application requested funding to study infrastructure and the stormwater system in parts of Richmond's southside that experience routine flooding occurrences in an effort to better understand the stormwater system in those sub-watersheds and neighborhoods. This work will offer the Department of Public Utilities' Stormwater Utility Capital Improvement Program and operations staff an opportunity to gain new insights and further understanding of the existing stormwater drainage system in parts of Richmond's southside. The updated asset inventory will inform future capital investments and ensure existing stormwater infrastructure is appropriately considered and accurately reflected when building new or rehabilitating existing stormwater systems to alleviate flooding and best serve the communities within the inventoried areas.

COMMUNITY OUTREACH: Community outreach efforts are currently in their beginning stages as the project team prepares for the forthcoming, yet-to-be-performed inventories and the field components of this work.

The field work to come as part of this effort will include surveyors and field crews locating and verifying assets in easements and in the right-of-way in selected Southside sub-watersheds and neighborhoods in Richmond. Outreach, starting with a bilingual letter sent in both Spanish and English, will occur prior to field crews beginning their on-the-ground investigations to ensure that residents are notified before seeing surveyors in the field. Coordination with City Council District offices will also occur so that City Councilmembers are informed about the work to come and are equipped should their constituents direct questions to their offices about the studies and inventories taking place.

Additionally, a project flyer will be updated, distributed, and made available at www.RVAH2O.org/city-projects <<http://www.RVAH2O.org/city-projects>> in both Spanish and English to ensure information is readily available to residents and Richmonders at large.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: Updating the City's stormwater asset inventory in the City's Geographic Information System (GIS) will help the Department

of Public Utilities' Stormwater Utility to best deliver capital improvement projects. Better and more comprehensive asset information, as gained through the studies this Virginia Department of Conservation and Recreation Community Flood Preparedness Fund grant will support, helps the Department of Public Utilities to make better, more informed decisions when siting, designing, and constructing capital improvement projects. Through capital improvement projects stormwater facilities are both installed and improved which helps the Department of Public Utilities to better deliver efficient and high-quality service, a priority included in the City's adopted FY 2025 budget.

FISCAL IMPACT: The FY 2025 Stormwater Utility budget will be amended to accept funds and appropriate \$1,495,548.00 of funds to the Stormwater Utility. In addition to these accepted and appropriated funds, Stormwater Utility is responsible for 10% of the total project budget, approximately \$166,172.00, which is available in the Stormwater Utility Fund.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: January 27, 2025

CITY COUNCIL PUBLIC HEARING DATE: February 24, 2025

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (February 20, 2025)

AFFECTED AGENCIES: Department of Public Utilities; Finance Department; Budget and Strategic Planning

RELATIONSHIP TO EXISTING ORD. OR RES.: Amend Ord. No. 2024-099 adopted May 13, 2024

ATTACHMENTS: Grant Agreement between Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, and City of Richmond

STAFF: Billy Vaughan, Deputy Director, DPU - (804) 646-5232

Bill Boston, CIP Program Manager, DPU - (804) 646-8161

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-24-04-25

TABLE OF CONTENTS

	ARTICLE I	
<u>DEFINITIONS</u>		Page 1
	ARTICLE II	
<u>SCOPE OF SERVICES</u>		Page 2
	ARTICLE III	
<u>TIME OF PERFORMANCE</u>		Page 3
	ARTICLE IV	
<u>GRANT FUNDS</u>		Page 3
Section 4.1. Amount of Grant		Page 3
Section 4.2. Application of Grant Funds		Page 3
Section 4.3. Agreement to Accomplish Local Project		Page 4
	ARTICLE V	
<u>GENERAL PROVISIONS</u>		Page 5
Section 5.1. Reserved		Page 5
Section 5.2. Disclaimer		Page 5
Section 5.3. Termination		Page 5
Section 5.4. Integration and Modification		Page 5
Section 5.5. Collateral Agreements		Page 5
Section 5.6. Non-Discrimination		Page 6
Section 5.7. Applicable Laws		Page 6
Section 5.8. Compliance		Page 6
Section 5.9. Severability		Page 6
Section 5.10. Contingent Fee Warranty		Page 6
Section 5.11. Conflict of Interest		Page 6
Section 5.12. Records Availability		Page 6
Section 5.13. Ownership of Documents		Page 7
Section 5.14. Acknowledgments		Page 7
Section 5.15. Matching Funds		Page 7
Section 5.16. Procurement and Subcontracts		Page 7
Section 5.17. Reporting and Closeout		Page 7
Section 5.18. Notices		Page 8
Section 5.19. Subject to Appropriations		Page 9
	ARTICLE VI	
<u>COUNTERPARTS AND DIGITAL SIGNATURES</u>		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 _____ day of _____, 202____ 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 **municipal corporation organized under the laws of the Commonwealth of Virginia** (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-cfm/>) 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 2023 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 **90%** of the demonstrated total cost of the Local Project or **\$1,495,548.00**, 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 or his/her designee 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 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 **CAPACITY BUILDING** 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, including, where applicable, the appropriation of match funds;

(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 cost-sharing; 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. 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 execution 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. Reserved.

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 thirty (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 camera-ready 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-24-04-25**.*

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 G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dcr.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
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **City of Richmond**
1801 Commerce Road
Richmond, Virginia, 23224
Attention: William Boston

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. Subject to Appropriations. The Grantee's obligations under this Agreement, during this and any subsequent calendar or fiscal year, are subject to the availability of funds encumbered pursuant to Section 6.20 of the Charter of the City of Richmond.

ARTICLE VI

COUNTERPARTS AND DIGITAL SIGNATURES

This Agreement may be manually or by way of a digital signature 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: Shawn B. Crumlish
Shawn B. Crumlish
Executive Director

City of Richmond

By: _____
Name:
Chief Administrative Office

Approved as to Form:

Emily Messer
Assistant City Attorney

CFPF-24-04-25

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

Virginia Department of Conservation and Recreation
 Community Flood Preparedness Fund - Round 4 Application Recipients
 April 1, 2024

PROJECT	AMOUNT	PROJECTS
13-001	18,876,377.64	
13-002	31,077,873.98	
13-003	11,027,657.47	

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13-001	18,876,377.64	
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13-003	11,027,657.47	

Virginia Department of Conservation and Recreation
 Community Flood Preparedness Fund - Round 4 Application Recommendations
 April 1, 2024

COMMITTEE APPLICATION	PROJECTS	COMMUNITY	PROJECT DESCRIPTION	TOTAL PROJECT COST	CFR	MATCH
1 FLOOD PREVENTION AND PROTECTION STUDIES	228	LOUDOUN COUNTY	MUDDY BRANCH TRIBUTARY FLOOD STUDY	208,800.00	180,000.00	76,800.00
3 FLOOD PREVENTION AND PROTECTION STUDIES	200	LOUDOUN COUNTY	BULL RUN SUB-TRIBUTARY MANAGEMENT PLAN	475,811.75	217,275.54	117,825.57
4 PLANNING AND CAPACITY BUILDING	132	HE WELLS COUNTY	PROPOSAL TO REVISE HE WELLS COUNTY'S BLUE RIVER PLAN	299,799.00	234,844.15	74,954.85
5 PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS	73	LOUDOUN PLANNING DISTRICT COMMISSION	ANALYSIS OF EMERGENCY LIVING SHORTCUTS	5,864,773.00	1,744,621.00	748,894.44
6 ALL OTHER PROJECTS	76	CHARLESTON CITY OF	BATTLEFIELD BOULEVARD ROAD ELEVATION	16,205,808.00	3,280,080.00	1,774,796.12
7 PLANNING AND CAPACITY BUILDING	139	ALEXANDRIA CITY OF	DEVELOPING A FLOOD RESILIENCE PLAN PROJECT WITH FLOOD MITIGATION DEVELOPMENT	400,000.00	171,000.00	175,000.00
9 FLOOD PREVENTION AND PROTECTION STUDIES	180	LOUDOUN COUNTY	LOUDOUN COUNTY VILLAGE OF WATKINSVILLE WATER MAINS PLAN DEVELOPMENT	134,809.00	66,800.00	60,000.00
10 PLANNING AND CAPACITY BUILDING	180	NORTH VIRGINIA REGIONAL COMMISSION	PROPOSAL TO DEVELOP REGIONAL RESILIENT LOCAL GOVERNMENTS	30,000.00	2,600.00	21,117.35
11 PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS	30	VIRGINIA BEACH CITY OF	MARSH RESTORATION IN BACE BAY PARK: THE PRIMARY OBJECTIVE OF THIS PROJECT IS TO CREATE A SUSTAINABLE COASTAL MARSH ECOSYSTEM IN BACE BAY THROUGH RECLAMATION OF HISTORICALLY DRAINAGE HABITAT AND PROTECTION OF EXISTING MARSH ECOSYSTEMS FROM EROSION. THIS RESTORATION EFFORT ALSO TO PROVIDE HABITAT BENEFITS OF REDUCED FLOOD IMPACTS, IMPROVED FISH AND WILDLIFE HABITAT, AND IMPROVED WATER QUALITY.	3,378,450.00	1,200,000.00	7,141,817.44
12 PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS	79	FARMAS COUNTY	WATER PROTECT PLAN IMPLEMENTATION AND MONITORING TRIANGLE PROJECT	7,844,280.00	1,079,700.00	7,807,720.00
13 PLANNING AND CAPACITY BUILDING	71	FARMAS COUNTY	SCENARIOS FOR LAND ACQUISITION	4,000,000.00	2,880,000.00	1,200,000.00
14 FLOOD PREVENTION AND PROTECTION STUDIES	180	HE WELLS COUNTY	PROPOSAL TO DEVELOP STAFFORD COUNTY'S BLUE RIVER PLAN	87,210.00	66,807.58	27,897.50
15 PLANNING AND CAPACITY BUILDING	130	CITY OF FAIRFAX	DRINKING WATER AND WINDMILL STREET DRAINAGE IMPROVEMENTS STUDY	123,112.32	61,574.16	61,538.16
16 PLANNING AND CAPACITY BUILDING	138	TOWNSHIP OF LEESBURG, VA	LEESBURG AND LEESBURG SUBURBAN PLAN	1,250,668.00	1,763,001.00	1,673,847.80
23	0	0	0	66,497,786.67	22,821,876.79	9,477,329.38
				TOTAL PROJECTS	CFR	MATCH
PLANNING AND CAPACITY BUILDING				1,741,799.00	1,799,754.75	971,751.58
PROJECTS THAT WILL RESULT IN NATURE-BASED SOLUTIONS				49,910,763.20	11,572,237.80	7,319,661.61
ALL OTHER PROJECTS				10,346,080.00	7,808,000.00	1,217,794.17
FLOOD PREVENTION AND PROTECTION STUDIES				926,964.47	547,862.94	889,382.87
				68,025,706.67	22,821,876.79	9,679,379.38

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 4 Application Recommendations
April 1, 2024**

APPROVAL OF FUNDING RECOMMENDATIONS
COSTS WILL BE RECEIVED FROM THE SECRETARY OF THE PUBLIC UTILITIES AND THE STATE ASSISTANT TO THE GOVERNOR FOR CAPITAL ADAPTATION AND PROTECTION ON 1 (FV 801) AND FROM THE LEGISLATURE

	BUDGET	AMOUNT	PERCENT	TOTAL
BUDGET 101 ACTIVITIES (AT LEAST 21% UG)	12,340,000.00	20,996,177.64		110,496,177.64
BUDGET 102-103 ACTIVITIES	27,540,000.00	22,821,473.70		14,576,576.11
TOTAL FUNDS AVAILABLE	39,880,000.00	43,817,651.34		13,072,751.43

176
176

Gregory B. Smith, Executive Director
 Director of Population Management
 Department of Conservation and Recreation

 Date

James M. Smith, Executive Director
 Director of Dam Safety & Population Management and Sea and Water Conservation
 Department of Conservation and Recreation

 Date

 Signature

5-13-24

Travis V. Vahl
 Secretary of Natural Resources

GARY

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **CAPACITY BUILDING** for ongoing efforts to alleviate flooding on the south side of Richmond. The Department of Public Utilities is requesting funding to complete a study of the stormwater infrastructure system servicing undeserved areas, to be approved by the Department as meeting all standards of applicable law.

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
CAPACITY BUILDING	\$1,661,720	\$1,495,548	\$166,172 (to be paid in full by Grantee)
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Salary	\$0	\$0
	Supplies	\$0	\$0
	Construction	\$0	\$0
	Other	\$0	\$0
	Contractual	\$1,495,548	\$166,172

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
City of Richmond CFPF-24-04-25
Grant Number: **CFPF-24-04-25**

Dear Division Director:

This requisition, Number __, is submitted in connection with the Grant Agreement dated as of **August 1st, 2024** (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 \$_____, for the purposes of reimbursement of the Project Costs associated with **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
CFPF-24-04-25**

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 **City of Richmond**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **August 1st, 2024** (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 I 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 _____

Total amount billed for this Project deliverable _____

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 #	_____	Phone #:	_____
Grantee:	_____	Email:	_____
Contact Person:	_____		_____
Mailing Address	_____		_____
	_____		_____
Project Project Type:	_____		
Project Description	_____		
Reporting Period (Select Qtr and Yr)	January - March	_____	2023
	April - June	_____	2024
	July - September	_____	2025
	October - December	_____	2026

DCR Funds

	<u>Project Budget</u>	<u>Current Expenditures</u>	<u>Cumulative Expenditures</u>	<u>*Unexpended Project Balance</u>
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	<u>Project Match Budget</u>	<u>Current Match Expenditures</u>	<u>Cumulative Match Expenditures</u>	<u>*Unexpended Match Balance</u>
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

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 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

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 2023
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, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

