



May 21, 2020

The Village of Estero  
Mr. Kyle Coleman  
Assistant to the Village Manager  
9401 Corkscrew Palms Circle  
Estero, FL 33928  
Email: [coleman@estero-fl.gov](mailto:coleman@estero-fl.gov)

**RE: Proposal for Community Rating System (CRS) Support/Floodplain Consulting Services  
Village Contract EC 2019-17-STA-5 per CN 2018-02**

Dear Ms. Gibbs:

**JR Evans Engineering, P.A.** is pleased to submit our proposal to you for providing professional services to the Village of Estero with support services for the Community Rating System (CRS) under the National Flood Insurance Program (NFIP). Based upon the updated *CRS Coordinator's Manual*, there are new requirements for the Program which involve a significant amount of documentation and coordination with the Village staff and other agencies. Based on the needs of the Village, the scope of services for this proposal involves providing a contract employee to serve the role of the ***Village of Estero CRS and Floodplain Coordinator***.

**Objective**

This purpose and function of this position is to provide focus and organization to the Villages' CRS program to maintain the Class 6 rating and to encourage enhancements to the program for a future Class improvement. This position would also free up existing Village of Estero Planning staff, Building Department staff and other staff, improving productivity and availability to better service the Village needs in those areas.

The Community Rating System (CRS) and Floodplain Coordinator position as proposed is designed to:

- Provide relief and additional expertise to existing Village staff with CRS and floodplain management issues and responsibilities.
- Be a central point of coordination and management of the Village CRS program, assuring all tasks are accomplished, documented, and required submittals are made.
- Provide potential to enhance the current Village CRS class rating and if desired and supported, be able to incorporate and accomplish the additional tasks required to improve the rating.

**Approach**

As proposed, this contract employee would be embedded into the Village staff as a regular employee working initially part-time to support and maintain the current CRS Class Rating of 6, with the ultimate option of working full-time should the Village decide to pursue an improvement to a Class Rating.

The qualifications and skills of the embedded staff person (CRS/Floodplain Coordinator) shall include:

- Coastal Florida municipal building and floodplain experience.
- Successful Community Rating System (CRS) program management of a Florida Class 6 & 5 Community;
- State Certification as a Certified Floodplain Manager (CFM); and
- Appropriate computer, presentation, and customer service skills.

**J.R. EVANS ENGINEERING**

9351 CORKSCREW ROAD, STE. 102 / ESTERO, FL 33928 / 239.405.9148 (p) / 239.288.2537 (f)

WWW.JREVANSENGINEERING.COM

This contract employee, acting as the CRS Coordinator, would spend their time physically present in the following tasks/activities that would be enhanced, and/or improved by this initiative.

Provided below is a description of the specific Tasks/Activities with a description of the CRS Coordinator responsibilities. Also attached as "Exhibit A" is a chart containing the specific Tasks/Activities with a degree of impact on current activities or requirements and staff responsibilities indicated as: Shared, Transferred or Needed or a combination.

### **Specific Activities and Duties of the CRS/Floodplain Coordinator Position**

#### **Elevation Certificates (CRS Activity 310)**

Required for both Building Permitting and CRS program. Currently, the Principal Planner is doing both functions and CRS Coordinator will take lead on CRS review and logging.

#### **V-Zone & Floodproofing Certificates Review (CRS Activity 310)**

CRS Coordinator would complete, review, and provide documentation for CRS, with Building & Planning providing initial screening and appropriateness.

#### **Plan Review for Floodplain/FBC (CRS Activities 213, 310, & 430)**

CRS Coordinator would enhance floodplain review and compliance, assuring documentation and logging for CRS credits.

#### **Public Information Flood Outreach (CRS Activities 320, 330, 350 & 610)**

CRS Coordinator would be the lead for handouts, web information, seminars, and coordination with outside agencies and stakeholders. CRS Coordinator to ensure that the outreach activities are sufficient for CRS credit.

#### **Lee County Program for Public Information (PPI) (CRS Activity 330)**

Currently not maintained (Adopted by Ordinance 2015-62), this program is managed by Lee County and is a rich source of extra CRS points. The CRS Coordinator would leverage these CRS points through quarterly participation.

#### **Flood Maps (FIRM) (CRS Activity 320)**

CRS Coordinator to take lead with monitoring status of the Village of Estero Flood Insurance Rate Maps (FIRMs) and provide guidance to public and staff.

#### **Letter of Map Changes (CRS Activity 430)**

CRS Coordinator to take lead and provide screening and guidance to Building and Planning staff.

#### **Open Space Mapping (CRS Activity 420)**

Coordinator to take lead of monitoring and assuring proper documentation from the Principal Planner.

#### **CRS Impact Adjustment Map (CRS Activity 213 & 610)**

CRS Coordinator to take lead with preparation of Village- specific Impact Adjustment Map. This map is needed by 2021 to achieve the applicable CRS points.

**Flood Information (CRS Activity 320, 330, & 440)**

This function is comprised of public inquiries and staff guidance. CRS Coordinator would take lead on addressing inquiries and documenting responses.

**Web Page (CRS Activity 350, 420, 510 & 610)**

CRS Coordinator to take lead assuring accurate information and proper functionality with IT, as well as integration with Building, Planning and other departments within the Village.

**Flood Data Maintenance (CRS Activity 440)**

CRS Coordinator to take lead from Planning department to properly log and document this function for CRS credit.

**Stormwater CRS (CRS Activity 530)**

CRS Coordinator to work with staff to have the current Village of Estero 2018 Stormwater Master Plan formally adopted and scored for CRS credit points.

**Floodplain Management Plan (CRS Activity 510 & 610)**

This function is currently managed by the Assistant to the Village Manager, which involves quarterly meetings, documentation of participation and production of annual Progress Report for CRS submission. The CRS Coordinator would be responsible for this function.

**Flood Warning Program (CRS Activity 320 & 610)**

This function is currently managed by the Principal Planner and requires coordination with Lee County per the adopted County CEMP. CRS credits require attendance to periodic meetings related to the PPI and LMS programs and documentation of participation in the annual flood/hurricane exercise. The CRS Coordinator would be responsible for this function.

**Attendance & Participation in Various Lee County/Local Floodplain Organizations/CRS Users Group**

Groups/Organizations include: Lee County Local Mitigation Strategy (LMS) Working Group; Southwest Florida CRS Users Group; Lee County Emergency Management Hurricane/Flood Exercise; Storm Ready – Storm Spotter Training; Florida Floodplain Managers Conference; State of Florida Floodplain Regional Meetings; South Florida Water Management District Meetings affecting the CRS ; and Various local training and FEMA meetings relating to CRS.

**Professional Fees:**

<b>Village of Estero CRS/Floodplain Coordinator and Support Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
CRS/Floodplain Coordinator	1,247.55	\$ 95.00/Hr.	\$118,517.25
Senior CRS/NFIP Consultant	148.33	\$150.00/Hr.	\$ 22,249.50
Principal Engineer	47.35	\$195.00/Hr.	\$ 9,233.25
<b>TOTAL=</b>	<b>1,443.23</b>		<b>\$150,000.00</b>

The above tabulation is an estimated number of hours which are subject to change based on the needs of the Village.

Please note the following contract conditions:

- The JR Evans Engineering contract employee serving as the Village CRS and Floodplain Coordinator will be working on-site at Village of Estero Hall.
- Any travel expenses for mileage, hotel, and per diem are included within the total fee.
- There will be no reimbursable fees associated with this proposal.
- Expenditures are not to exceed \$150,000.00 annually.
- Term of the contract will be one (1) year with the option to renew for two (2) additional one (1) year periods.

The project shall be billed monthly based upon the hourly rate indicated above. Please Note: the proposed hours and scope of work can be adjusted according to the Village's needs and expectations. These scope items included herein require staff work and cooperation from Village of Estero; and this project's success is contingent upon this cooperation. With each monthly invoice, a brief summary of the services/actions provided for that billing period will be provided. The JR Evans Engineering contract employee serving as the Village CRS and Floodplain Coordinator will be working on-site at Village of Estero Hall.

We look forward to working with you and greatly appreciate the opportunity.

Sincerely,



Elizabeth Fountain, P.E., CFM  
Vice President

By: \_\_\_\_\_  
Authorized Member, The Village of Estero

Date: \_\_\_\_\_

**EXHIBIT A**

TASK	SHARED/ TRANSFERRED/ NEEDED	COMMENTS
Elevation Certificates (CRS Activity 310)	SHARED	Required for both Building & CRS program and currently the Principal Planner is doing both functions. CRS Coordinator to take lead on CRS review and logging.
V-Zone & Floodproofing Certificates Review (CRS Activity 310)	TRANSFERRED	CRS Coordinator would complete review and provide documentation for CRS, with Building & Planning providing initial screening and appropriateness.
Plan Review for Floodplain/FBC (CRS Activities 213, 310, & 430)	SHARED	CRS Coordinator would enhance floodplain review & compliance, assuring documentation and logging for CRS credits
Public Information Flood Outreach (CRS Activities 320, 330, 350 & 610)	TRANSFERRED/NEEDED	Currently not sufficient for many CRS credits. CRS Coordinator would be the lead for handouts, web information, seminars, and coordination with outside agencies and stakeholders.
Lee County Program for Public Information (PPI) (CRS Activity 330)	TRANSFERRED/NEEDED	Currently not maintained (Adopted by Ordinance 2015-62), this program is managed by Lee County and is a rich source of extra CRS points. The CRS Coordinator would leverage through quarterly participation.
Flood Maps (FIRM) (CRS Activity 320)	TRANSFERRED	CRS Coordinator to take lead with monitoring status of the Village of Estero FIRMs and provide guidance to public and staff.
Letter of Map Changes (CRS Activity 430)	TRANSFERRED/ SHARED	CRS Coordinator to take lead and provide screening and guidance to Building and Planning staff.
Open Space Mapping (CRS Activity 420)	TRANSFERRED/ SHARED	CRS Coordinator to take lead of monitoring and assuring proper documentation from the Principal Planner.
CRS Impact Adjustment Map (CRS Activity 213 & 610)	NEEDED	Never transferred from Lee County and needed by 2021.
Flood Information (CRS Activity 320, 330, & 440)	TRANSFERRED/ SHARED	This function is comprised of public inquiries and staff guidance. CRS Coordinator would take lead on addressing inquiries and documenting responses.
Web Page (CRS Activity 350, 420, 510 & 610)	SHARED	CRS Coordinator to take lead assuring accurate information and proper functionality with IT, as well as integration with Building, Planning and other departments.
Flood Data Maintenance (CRS Activity 440)	TRANSFERRED/NEEDED	CRS Coordinator to take lead from Planning department to properly log and document this function for CRS credit.
Stormwater CRS (CRS Activity 530)	SHARED	CRS Coordinator to work with staff to have the current 2018 SWMP formally adopted and scored for CRS credit points.
Public Utility CRS (CRS Activity 540)	SHARED	CRS Coordinator to work with staff to document existing eligible functions through SOPs, logs and other documentation.

**EXHIBIT A**

TASK	SHARED/ TRANSFERRED/ NEEDED	COMMENTS
Floodplain Management Plan (CRS Activity 510 & 610)	TRANSFERRED	This function is currently managed by the Assistant to the Village Manager, which involves quarterly meetings, documentation of participation and production of annual Progress Report for CRS submission. The CRS Coordinator would be responsible for this function.
Flood Warning Program (CRS Activity 320 & 610)	TRANSFERRED/NEEDED	This function is currently managed by the Principal Planner and requires coordination with Lee County per the adopted County CEMP. CRS credits require attendance to periodic meetings related to the PPI and LMS programs and documentation of participation in the annual flood/hurricane exercise. The CRS Coordinator would be responsible for this function.
Attendance & Participation in Various Lee County/Local Floodplain Organizations/CRS Users Group	TRANSFERRED	Groups/Organizations include: Lee County Local Mitigation Strategy (LMS) Working Group; Southwest Florida CRS Users Group; Lee County Emergency Management Hurricane/Flood Exercise; Storm Ready – Storm Spotter Training; Florida Floodplain Managers Conference; State of Florida Floodplain Regional Meetings; South Florida Water Management District Meetings affecting the CRS ; and Various local training and FEMA meetings relating to CRS

**Shared** = A portion of a function or task would be the responsibility of the CRS Coordinator, allowing the existing employee available to focus on other tasks.

**Transferred** = The CRS Coordinator would assume primary responsibility for this task from the existing employee. This provides the greatest relief to Village staff.

**Needed** = A task or function needed for the Village CRS program, which is not currently being done or needs enhancement.

### STANDARD BUSINESS TERMS & CONDITIONS

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between J.R. Evans Engineering, P.A. and Client.

#### **Limitation of Liability**

J.R. Evans Engineering's services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by J.R. Evans Engineering. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to J.R. Evans Engineering and by mutual Agreement between the parties, J.R. Evans Engineering will correct those services not meeting such a standard without additional compensation.

J.R. Evans Engineering and Client recognize that the project involves risk. The risks have been allocated such that the Client agrees to the fullest extent permitted by the law, J.R. Evans Engineering's total liability to Client for any and all injuries, claims, losses, expenses, damages, reasonable attorney's fees, and defense costs, arising out of or in any way connected to this project and/or Agreement from any cause or causes, shall not exceed the amount of the fee charged for the specific service described. Such causes include, but are not limited to, J.R. Evans Engineering's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

#### **Payments and Collection**

Invoicing will be provided on a monthly basis or at completion of the service. Statements are due and payable upon receipt. The Village will complete timely payments as outlined in Florida Statute 218 Florida Prompt Payment Act.

#### **Reimbursable Expenses**

~~Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, travel made on behalf of the project, subcontractors, and any other out of pocket expenses incurred on the project are reimbursable to J.R. Evans Engineering. These expenses will be billed to the Client at cost. Mileage will be billed at current IRS rate. Expert witness is 200% of scheduled rate.~~

#### **Permit and Application Fees**

Client shall pay all permit and application fees required for the project.

#### **Termination**

This agreement may be terminated by either party upon thirty days' written notice.

#### **Attorney Fees**

Should litigation arise related to services under this Agreement, the prevailing party may be entitled to recover reasonable costs if awarded by the court.

#### **Mediation**

J.R. Evans Engineering and Client agree that disputes or claims between them arising out of or relating to this Agreement may submit to nonbonding mediation if agreed to by both parties.

#### **Ownership of Documents**

All materials, reports, data, and other documents developed by Consultant or otherwise generated pursuant to this Agreement shall remain the exclusive property of the Village, and Consultant shall surrender them to the Village upon request of termination of this Agreement. All documents prepared pursuant to this Agreement are subject to Florida's Public Records Law. Refusal of the Consultant to allow public access to such records as required by such law shall constitute ground for unilateral cancellation of this Agreement by the Village; however, this Agreement shall not be terminated if the Consultant is directed by the Village's project manager, to withhold access to said document, because it is confidential or exempt from disclosure pursuant to Federal or Florida law.

#### **Delays**

J.R. Evans Engineering is not responsible for delays caused by factors beyond J.R. Evans Engineering's reasonable control or force majeure.