

RESOLUTION 2023-516

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AMENDMENT NO. 1 TO AGREEMENT NO. HA001, HURRICANE STORMWATER AND WASTEWATER ASSISTANCE GRANT AGREEMENT, BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE AMENDMENT NO. 1 ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (“FDEP”), through the Hurricane Stormwater and Wastewater Assistance Grant Program (“the Program”) made funding available to counties, municipalities, and special taxing districts that operate a stormwater or wastewater management system within Brevard, Broward, Charlotte, Collier, Duval, Flagler, Indian River, Lee, Manatee, Martin, Nassau, Palm Beach, St. Johns, St. Lucie, Sarasota and Volusia counties; and

WHEREAS, on or about June 20, 2023, the Board of County Commissioners passed and adopted St. Johns County Resolution 2023-199, approving the Hurricane Stormwater and Wastewater Assistance Grant HA001 Agreement (“Agreement”) between St. Johns County (“County”) and FDEP, providing for the award of \$10,000,000, with no local match requirement, for the rehabilitation and hardening of 27 barrier island lift stations and the construction of one new master lift station (“Project”); and

WHEREAS, the County and FDEP have since agreed to amend the Agreement as provided in Amendment No. 1 to the Agreement, attached hereto as Exhibit A and incorporated herein by reference, to provide for the County’s requested budget reallocation for the Project and to add a new task to the Grant Work Plan, as well as other necessary changes to the Agreement; and

WHEREAS, the County has determined that entering into Amendment No. 1 is in the best interest of the County and the public.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of Amendment No. 1 to Agreement HA001 between Florida Department of Environmental Protection and St. Johns County, and authorizes the County Administrator, or designee, to execute Amendment No. 1 in substantially the same form and format as attached hereto and to execute any subsequent amendments to the Agreement that do not

propose to amend, modify, or otherwise change its material terms, conditions, provisions, or requirements.

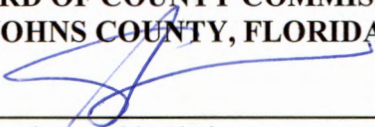
Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This Resolution shall be effective immediately upon passage and adoption by the Board of County Commissioners.

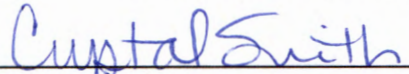
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of December, 2023.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date: DEC 20 2023

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk



**AMENDMENT NO. 1
TO AGREEMENT NO. HA001
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ST. JOHNS COUNTY**

This Amendment to Agreement No. HA001 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the St. Johns County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Barrier Island Lift Station Rehabilitations (Project), effective July 26, 2023; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	Grantee's Grant Manager
Name: Kyleigh Revis	Name: Mike Murphy, PE
Address: 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000	Address: 1205 State Road 16 St. Augustine, FL 32084
Phone: 850-245-2198	Phone: 850-545-9246
Email: Kyleigh.Revis@FloridaDEP.gov	Email: mmurphy@sjcfl.us

2. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-1, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-1, Revised Special Terms and Conditions.
3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
4. Exhibit G, Declaration of Restrictive Covenant, is hereby added, attached hereto and made a part of the Agreement.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

ST. JOHNS COUNTY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Joy Andrews, County Administrator
Print Name and Title

Adam Blalock, Deputy Secretary
Print Name and Title

Date: _____

Date: _____

Kyleigh Revis, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
<u>Attachment</u>	<u>2-1</u>	<u>Revised Special Terms and Conditions</u>
<u>Attachment</u>	<u>3-1</u>	<u>Revised Grant Work Plan</u>
<u>Exhibit</u>	<u>G</u>	<u>Declaration of Restrictive Covenant</u>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. HA001**

ATTACHMENT 2-1

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Barrier Island Lift Station Rehabilitations. The Project is defined in more detail in Attachment 3-1, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on January 30, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3-1.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

The Grantee is authorized to purchase the land described in Attachment 3-1, Revised Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. HA001), summarized in the Memorandum of Grant, which is attached hereto as Exhibit G and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the

title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection (“DEP”) shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of St. Johns County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. HA001, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers’ Compensation and Employer’s Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Barrier Island Lift Station Rehabilitations

PROJECT LOCATION: The Project will be located within St. Johns County; Lat/Long (29.8556, -81.2930). See Figures 1-4 for a location map and site plan.

PROJECT BACKGROUND: St. Johns County Utility Department (Grantee) is rehabilitating and hardening lift stations along the coastal low-lying areas to improve the wastewater collection system's resiliency and protect critical infrastructure from stronger and more frequent storms and coastal sea-level rise. Critical equipment and access points to these lift stations were below the 100-year base flood elevation, which significantly affected the operation of the stations. The Grantee has identified twenty-seven (27) lift stations that were damaged during the last two hurricane events as well as other coastal storms.

PROJECT DESCRIPTION: The Grantee will provide several resiliency and infrastructure hardening strategies, such as elevating the stations above the 100-year floodplain, relocating electrical equipment, improving backup power systems, and installing manhole inflow protectors to prevent surface water from entering the sewer collection system. The lift stations will be equipped with an emergency power generator or bypass pump, other critical equipment will be elevated or designed to be submerged to operate during storm events. To prevent inflows from entering the sewer collection system, the Grantee will remove sewer manhole covers that are in the 100-year storm surge and replace with watertight lids. The bolted, dual-gasket design creates a watertight barrier to contain manhole structures and prevent inflow or overflow. The pump station wet well hatch will also have watertight seals. The Grantee will acquire land or easements for the relocation or expansion of various lift stations to allow for proper rehabilitation and hardening measures to improve the wastewater collection system's resiliency. The project also includes a new Master Lift Station along A1A that will provide additional pumping capabilities and reduce force main pressures in the collection system.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the lift station rehabilitations and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the lift station rehabilitations.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the lift station improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Grant Administration

Deliverables: The Grantee will provide grant administration services related to Barrier Island Lift Station Rehabilitations, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, and overall project coordination and supervision.

Documentation: The Grantee will submit a summary of activities for the current payment period. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 6: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within St. Johns County. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$1,050,000	01/30/2023	12/31/2025
2	Bidding and Contractor Selection	Contractual Services	\$100,000	01/30/2023	01/31/2026
3	Project Management	Contractual Services	\$150,000	01/30/2023	03/31/2026
4	Construction	Contractual Services	\$5,700,000	01/30/2023	03/31/2026
		Miscellaneous/ Other Expenses	\$2,700,000		
5	Grant Administration	Contractual Services	\$200,000	01/30/2023	03/31/2026
6	Land Acquisition	Land Acquisition	\$100,000	01/30/2023	03/31/2026
Total:			\$10,000,000		

Figure 1

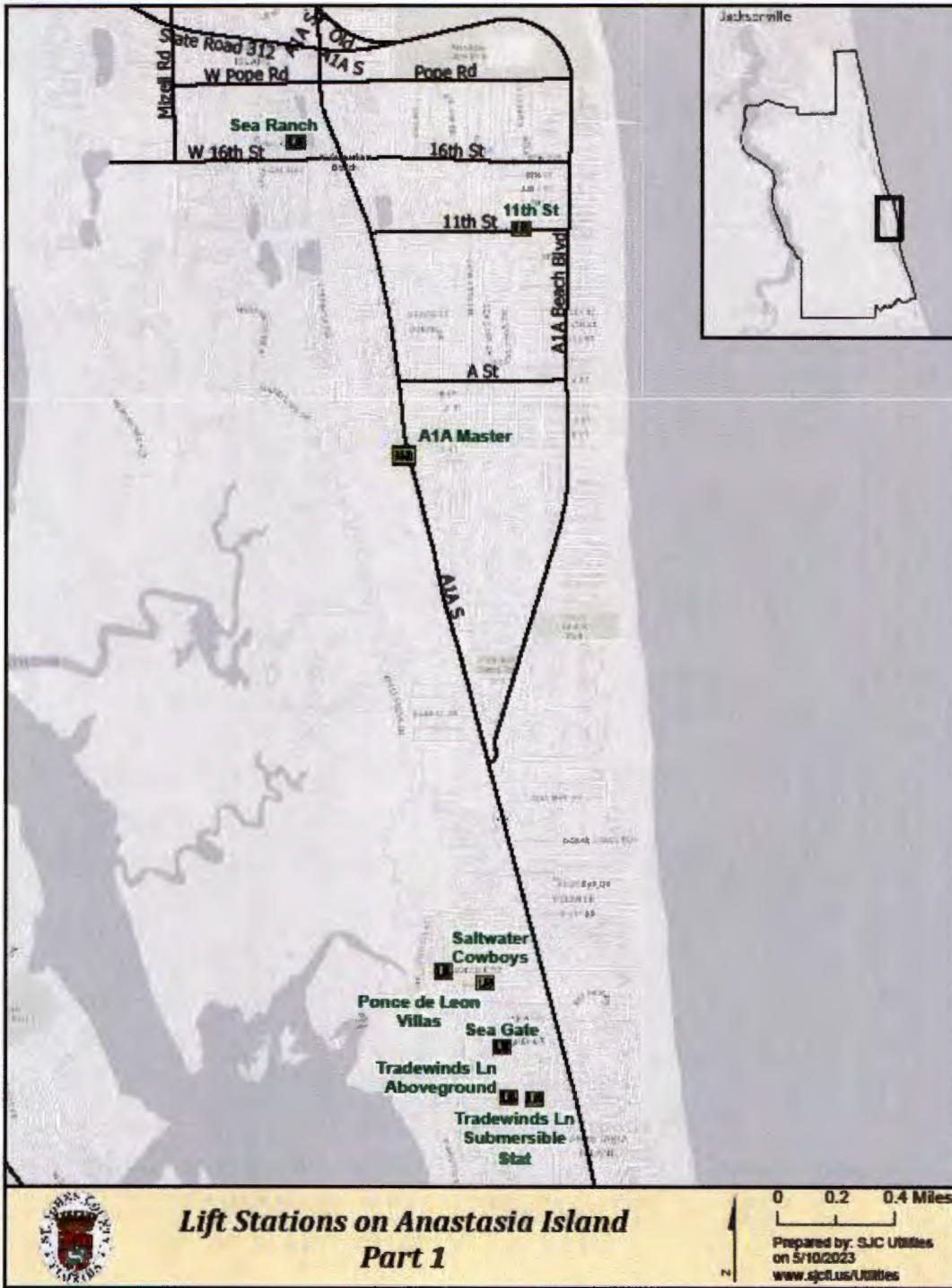
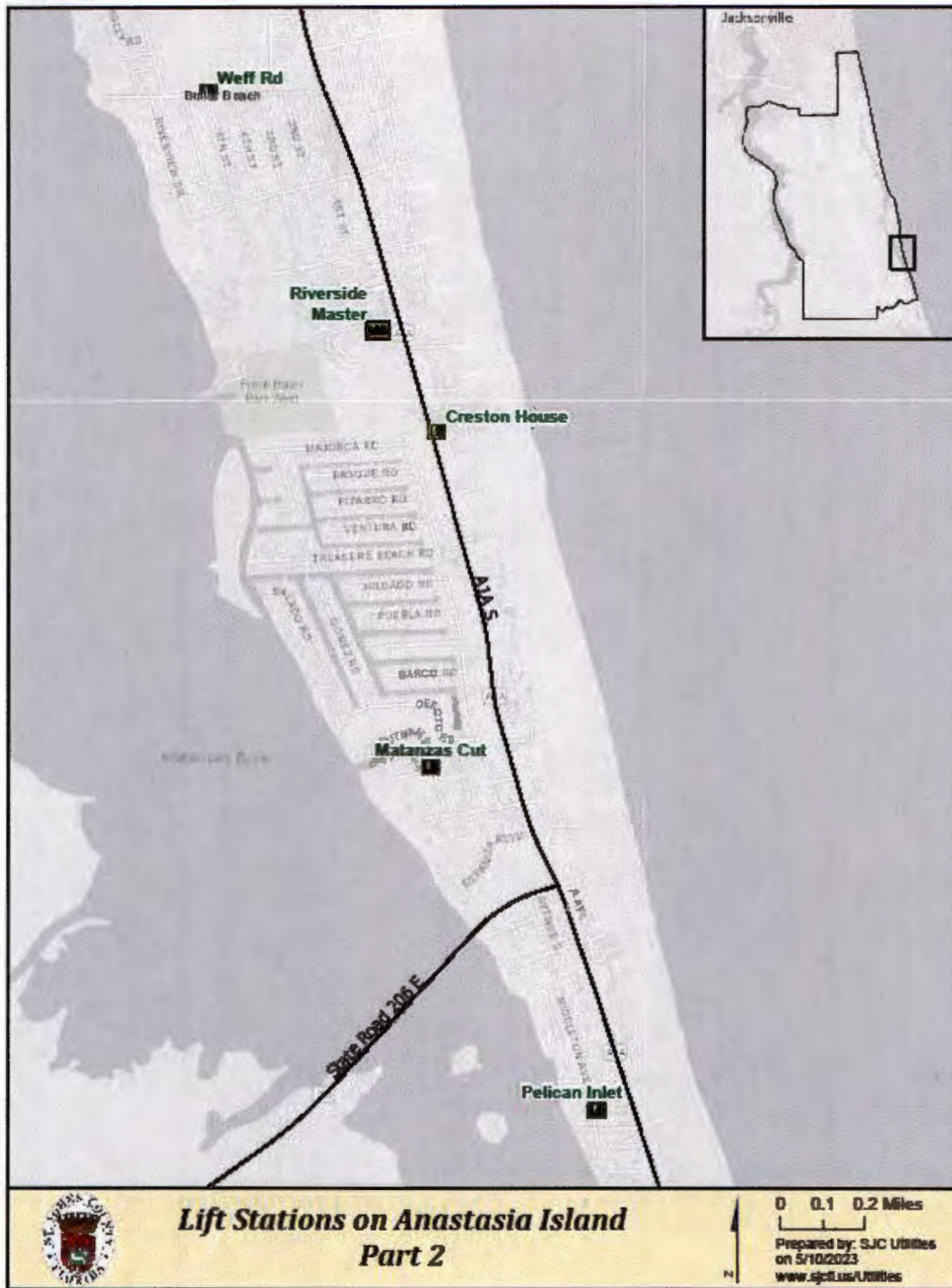


Figure 2



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Figure 3

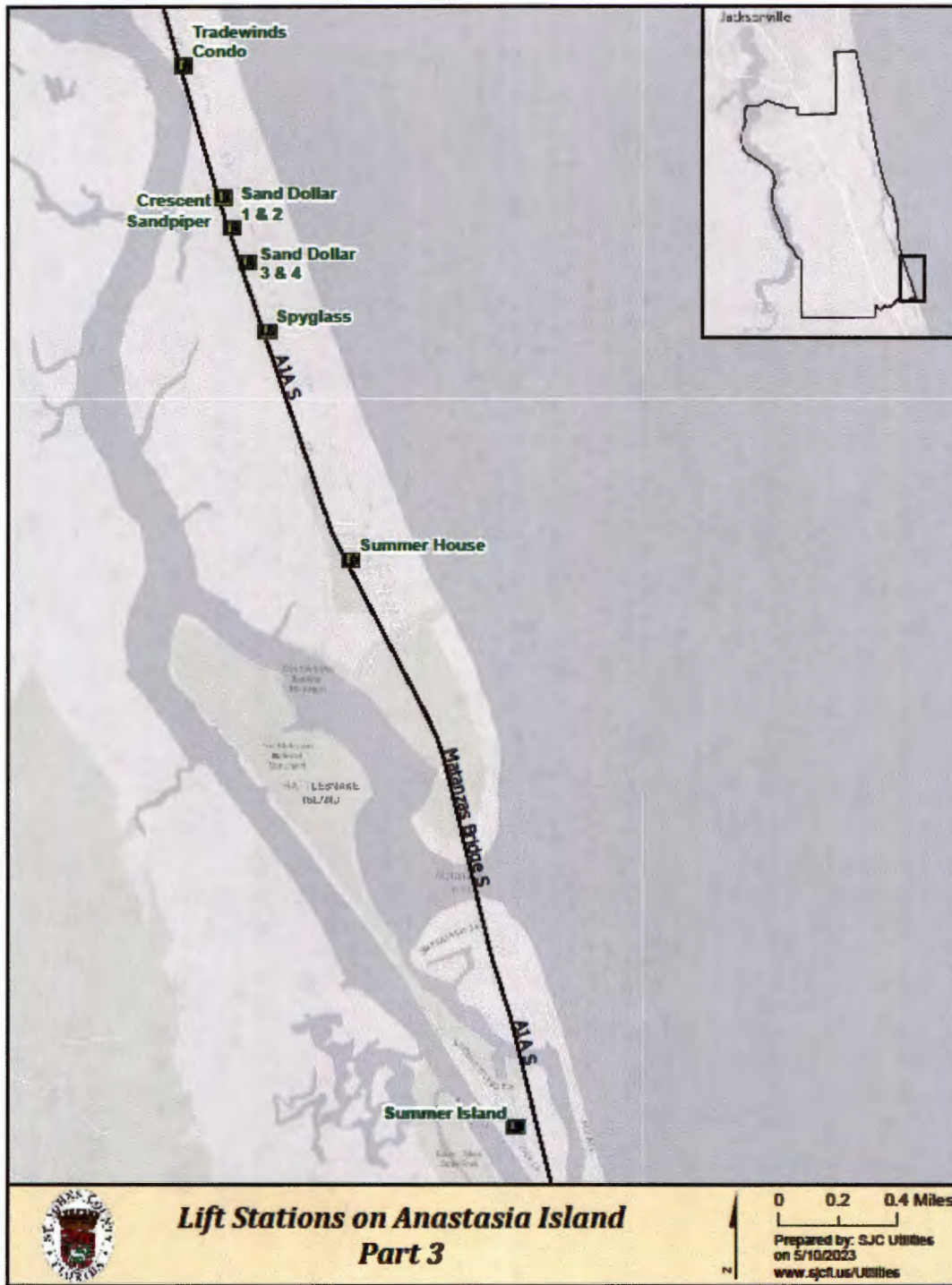
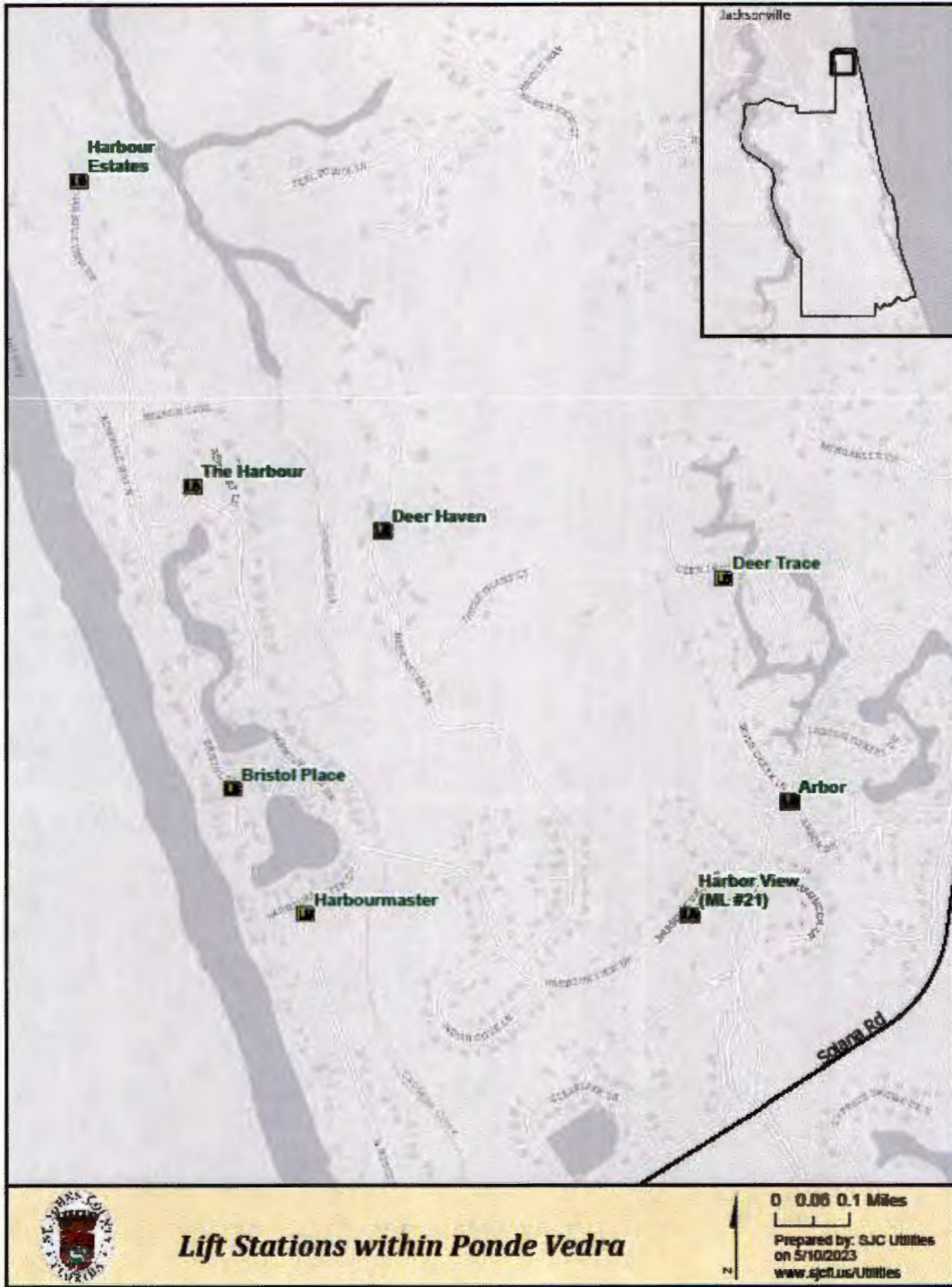


Figure 4



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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DECLARATION OF RESTRICTIVE COVENANT
AGREEMENT NO. HA001**

EXHIBIT G

This Grant Agreement was executed on 07/26/2023 (date), by and between the Florida Department of Environmental Protection and St. Johns County (Grantee), for in pertinent part, land acquisition in St. Johns County, Florida, for the purpose of upgrading and hardening various lift stations. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under “Agency Assigned Contract ID” search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement the relocation of various lift stations to allow for proper rehabilitation and hardening measures to improve the wastewater collection system's resiliency under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State laws. This property may not be disposed of in any manner without the prior written approval of the Florida Department of Environmental Protection. This property must be used for the purpose of upgrading and hardening various lift stations as its primary purpose. The property may not be used for any purposes other than the primary purpose described above, without the prior written approval of the Florida Department of Environmental Protection. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property and the use of the property are perpetual.