

3.

RESOLUTION 2001 - 36

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FISCAL
YEAR 2001 UTILITIES FUND BUDGET TO RECEIVE
UNANTICIPATED REVENUE AND AUTHORIZE ITS
EXPENDITURE.**

WHEREAS, St. Johns County, through its Utilities Department, has determined that it is in the public interest to retrofit areas that utilize septic tanks to treat the wastewater those areas generate; and

WHEREAS, the County received a grant of funds from the State of Florida, Department of Environmental Protection, which is to be used to extend the County's central wastewater collection system into areas currently utilizing septic tanks; and

WHEREAS, the County operating budget is appropriated annually without knowledge of the grants or the actual amount of grant funds which may be received by its Water and Sewer Fund; and

WHEREAS, St. Johns County, Florida, when preparing the budget for Fiscal Year 2001, did not anticipate receiving grant funds from the Department of Environmental Protection above and beyond those projected; and

WHEREAS, the Department of Environmental Protection has made available, through an agreement, grant dollars to the County for the extension of its central wastewater collection and treatment system.

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

1. The above "Whereas" statements are adopted as a finding of fact.
2. The Water and Sewer Fund revenue and expenditure budgets shall be adjusted to account for unanticipated funds from the Department of Environmental Protection in the amount of \$550,000 for Fiscal Year 2001.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 27th day of February, 2001.

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

By: Marc Jacalone
Marc Jacalone, Vice Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

ST. JOHNS COUNTY, FLORIDA

SP828030

This agreement is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and ST. JOHNS COUNTY, FLORIDA, (Grantee) existing as a local governmental entity. Pursuant to line item 1591G of the 2000-2001 General Appropriations Act, the Department agrees to fund a grant on a reimbursement of incurred eligible cost basis in an amount not to exceed \$550,000 under the terms and conditions set forth in this document.

SCOPE OF WORK

The project to be financed by this Grant consists of furnishing labor, materials, and equipment for the installation of a collection system including laterals and upgrading of lift stations in the West Augustine Community and in the St. Augustine by the Sea Subdivision in an amount up to \$733,333.

GRANT CONDITIONS

1. The grant share shall not exceed 75% of eligible costs of the scope of work. The Grantee agrees to provide match funds equal to 25% of the eligible costs of the scope of work.
2. The Grantee shall expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement.
3. The Grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, shall comply with applicable State and Federal laws, executive orders, rules and regulations in carrying out their obligations under this agreement.
4. To the extent permitted by law, the Grantee shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Grantee's actions or omissions in its planning, engineering, administrative, and construction activities funded by this grant or its operation of the project.
5. The Grantee shall carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this agreement.
6. The Grantee shall obtain all necessary permits, real property interests, and approvals before initiating construction. The Grantee knows of no reason why any future permits or approvals are not obtainable.

7. Pursuant to Section 216.347 of the Florida Statutes, the Grantee shall not use grant proceeds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
8. By acceptance of this grant, the Grantee agrees to complete the scope of work in accordance with the plans and specifications approved by the Department's district office, and to maintain and operate the completed facilities in accordance with all applicable provisions of the Florida Administrative Code for the design life of the facilities.
9. The Grantee agrees that it has adopted or will adopt a mandatory-hookup ordinance for the service area prior to initiation of operation. Such ordinance may allow for mandatory hookup upon failure of individual systems.
10. The Grantee and its agents shall maintain books, records and other documents pertinent to performance under this agreement in accordance with Generally Accepted Governmental Accounting Standards established by the Governmental Accounting Standards Board. The Grantee shall keep accurate records of all grant payment receipts and project expenditures. The Department shall have access to such records at all reasonable times during the term of this agreement and for three years following final grant payment or for such other period as may be prescribed by the Department.
11. The Grantee shall provide access to project sites and administrative offices to authorized representatives of the Department at any reasonable time.
12. The Grantee agrees to make prompt payment to its contractor and to retain only such amounts as may be justified by specific circumstances and provisions of this grant or the construction contract. The Grantee shall ensure that appropriate provisions to implement this prompt payment requirement are included in all construction contracts and subcontracts.
13. In consideration of the Grantee completing its obligations under this agreement, the Department shall pay the Grantee on a reimbursement of incurred eligible cost basis. Payment requests shall be submitted no more frequently than monthly on a form provided by the Department. With each payment request, the Grantee shall submit all relevant invoices and worksheets used to prepare the payment request and shall, if necessary, document in writing that any special grant conditions precluding payment have been satisfied. **Each payment shall be 75% of eligible costs.**
14. The grantee shall submit a copy of the District permit with the initial payment request for construction costs. The grantee shall submit a completed copy of the District's Notification of Completion of Construction form.
15. The Department may withhold up to 5% of the total agreement amount from the Grantee pending fulfillment of all terms and conditions of this agreement.
16. The Grantee agrees to comply with the requirements contained in Section 215.97, Florida Statutes, entitled "Florida Single Audit Act". The funding supporting the activities authorized under this agreement is provided in a grants and aids appropriation made by the Florida Legislature. Specific funding information is provided below:

Funding Source:	General Revenue
State Fiscal Year:	2000-2001 General Appropriations Act, Line Item 1591G
Catalog of State Financial Assistance (CSFA) Number:	37039
CSFA Title or Funding Description:	Statewide Restoration Projects
Funding Amount:	\$550,000
State Grants and Aids Appropriation Category:	141116

Copies of reports and management letters prepared in conducting audits related to required State grants and aids audits shall be submitted by or on behalf of the Grantee directly to each of the following:

Don Berryhill
Florida Department of Environmental Protection
Bureau of Water Facilities Funding (MS 3505)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Audit Director
Florida Department of Environmental Protection
Office of Inspector General (MS40)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Audit Manager
Office of the Auditor General
Post Office Box 1735
Tallahassee, FL 32302-1735

17. This agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, or executive orders.
18. The Grantee agrees to comply with the following project schedule:
 - (a) Initiation of project construction is scheduled for October 1, 2000.
 - (b) Completion of scope of work is scheduled for March 15, 2001.

EXECUTION OF AGREEMENT

This grant agreement SP828030 shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

The Department hereby offers financial assistance to ST. JOHNS COUNTY, FLORIDA, in an amount not to exceed \$550,000, for the purposes and under the terms set forth in this agreement.

This agreement is subject to applicable provisions of Florida law and rules adopted thereunder. In accepting this award and any payments made hereunder, the undersigned representative of the Grantee covenants that he/she is duly authorized to act on behalf of the Grantee, and that the Grantee agrees to the terms and conditions of this agreement.

for

ST. JOHNS COUNTY

James D. Bryant
Board Chairman

09/22/00
Date

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Mimi Drew

Director
Division of Water Resource Management

SEP 27 2000

Date

ATTEST: CHERYL STRICKLAND, CLERK OF COURT

BY:

Renora J. Newcome
Deputy Clerk