

AGREEMENT NUMBER: H2338

**AMENDMENT TWO
TO AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ST. JOHNS COUNTY, FLORIDA**

On March 1, 2018, the State of Florida, Department of Economic Opportunity ("DEO"), and St. Johns County ("Grantee"), entered into Grant Agreement H2338 ("Agreement") for \$45,837,520 in Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew.

WHEREAS, Section (4), Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Sections I.A.2., I.B., and I.C. of Attachment A - Project Description and Deliverables, are hereby deleted in its entirety and replaced with the following:

2. State Road 207 Supportive Housing Initiative Planned Unit Development (SHI PUD) Rental Housing and Unified Service Center Project

St. Johns County will invest CDBG-DR funds to develop five (5) residential apartment buildings with approximately 80 total units of new construction rental housing, serving people who earn low-income, which is located at a 13.53-acre site accessed directly from State Road 207. The rental housing project will also include associated parking, sidewalks, park, open space areas and storm water ponds. The project will meet the LMI household National Objective. The eligible activity is Housing Construction.

St. Johns County will also invest CDBG-DR funds to develop an integrated social services public facility, at the same 13.53-acre site location, serving Low and Moderate-Income Vulnerable Populations, such as those experiencing homelessness and/or at risk of homelessness in St. Johns County. The SHI PUD calls for a mixed-use campus style development construction of two (2) separate buildings for social services delivery and offices which will include a large open space that can serve as an Emergency Shelter for larger-at-risk populations during dangerous storms or inclement weather.

The Unified Service Center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meeting rooms, temporary emergency shelter, and medical and social service space related to the project mission, such as a food pantry, medical and dental clinic, and similar uses that may be provided to serve the planned permanent supportive housing and population that may require such services. The open space of the kitchen/cafeteria area can convert to temporary emergency shelter for the larger at-risk community in St. Johns County during dangerous storms or inclement weather.

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B. Infrastructure Program

1. **Infrastructure Recovery Program.** St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew.

- a. The range of services offered shall include:

1. **Roadway Reconstruction/Repair** – Reconstructing/repairing of County roadway substantially damaged from the storm.
2. **Storm-sewer conveyance capacity improvements** – Increasing the capacity of existing storm-sewer infrastructure (culverts) that were inadequate based on flooding during the storm event.
3. **Storm water and drainage improvements** – Increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event. This includes construction of new storm water ponds and/or storm water pump systems.
4. **Replacement of sanitary sewer pipes** – Replacement of gravity sanitary sewer pipes damaged during the storm event.
5. **In-place repair sanitary sewer pipes** – In-place repair via sliplining/waterproofing of gravity sanitary sewer pipes that were damaged during the storm event.
6. **Sanitary Sewer Pump Stations** – Repair of sanitary sewer pump stations damaged during the storm event.

- b. The schedule of projects for Tranche #1 of the CDBG Disaster Recovery Subrecipient Agreement between Florida DEO and St. Johns County includes:

1. **Armstrong Drainage**
2. **Hastings Phase I Sewer**
3. **Hastings Phase II Sewer**
4. **N. Rodriguez Drainage**
5. **Orange St Drainage**
6. **Avenue D Drainage**
7. **St. Augustine - Lake Maria Sanchez HMGP Match Drainage**
8. **St. Augustine Blvd & Cypress Rd Drainage**

2. Sections II.B.2. and II.C. of Attachment A - Project Description and Deliverables, are hereby deleted in its entirety and replaced with the following:

2. **State Road 207 SHI PUD Rental Housing and Unified Service Center Project**

St. Johns County will invest CDBG-DR funds to develop five (5) residential apartment buildings with approximately 80 total units of new construction rental housing serving people who earn low-income, which is located at a 13.53-acre site accessed directly from State Road 207, as follows:

- a. Complete update of Unmet Needs for Rental Housing serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval;
- b. Complete Procurement and/or Engagement of Rental Housing Project Development and Property Management Team;

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- c. Develop an activity work plan detailing activities involved in the successful completion of the SHI PUD Rental Housing and Public Facilities Project for review and approval by DEO; and
- d. Complete activities as detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction, lease-up and stabilization of 80-unit rental housing project.

St. Johns County will also invest CDBG-DR funds to develop an integrated social services public facility serving Low- and Moderate-Income Vulnerable Populations such as the homeless and/or those at risk of homelessness in St. Johns County, as follows:

- a. Complete update of Unmet Needs for Homeless Shelter serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
- b. Complete Procurement and/or Engagement of Shelter Operator, Project Development and Property Management Team.
- c. Develop an activity work plan detailing activities involved in the successful completion of the Homeless Shelter and Social Services Center Project for review and approval by DEO.
- d. Complete activities as detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction and operations of Homeless Shelter and Services Center project. The Shelter and Social Services Center will include administrative and supportive services, including, but not limited to kitchen/cafeteria facilities, offices, meeting rooms, temporary housing, and medical and social service space related to the project mission, such as a food pantry, medical clinic, dental clinic and similar uses that may be provided to serve the planned permanent supportive housing and population that may require such services. The Homeless Shelter may serve as a shelter for the larger at-risk community in St. Johns County during dangerous storms.

3. Section II.D. of Attachment A - Project Description and Deliverables, is hereby deleted in its entirety and replaced with the following:

C. Infrastructure Program

St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew.

1. As part of the Infrastructure Program Mobilization, Subrecipient will complete the following tasks:
 - a. Complete procurement and selection of its consultants and/or staff that will manage assessment, design, permitting, bidding, and construction of the Infrastructure Recovery Program.
 - b. Complete Operations Management Plan for Infrastructure Improvement projects including Process Map.
 - c. Submit a Staffing Plan and organization chart for management of the Infrastructure Recovery Program. The staffing plan shall include an Organization Chart, Job Descriptions for County and contracted staff and vendors, and Scope of Work and Procurement Plan for Consultants.

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- d. Complete update of Unmet Needs for Infrastructure Improvement serving vulnerable LMI areas tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
 - e. Submit to DEO for review and approval an updated Budget for the Infrastructure Recovery Program based on updated unmet needs data, on-going design and updated construction estimates.
2. As part of the Infrastructure Program launch, the Subrecipient will complete the following schedule of projects:
- a. Armstrong Drainage
 - b. Hastings Phase I Sewer
 - c. Hastings Phase II Sewer
 - d. N. Rodriguez Drainage
 - e. Orange St Drainage
 - f. Avenue D Drainage
 - g. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
 - h. St. Augustine Blvd & Cypress Rd Drainage

For all of the above projects, Subrecipient is required to complete the following tasks:

- a. Complete Procurement and/or Engagement of Vendors and Contractors for Infrastructure Improvement projects.
- b. Develop activity work plans for review and approval by DEO detailing activities involved in the successful completion of infrastructure improvement projects.
- c. Complete activities as detailed in the activity work plans approved by DEO, provide ongoing production and compliance management supervision and reporting services in support of successful completion of Infrastructure Improvement projects.

St. Johns County shall complete an Activity Work Plan (Attachment C) detailing activities involved in the successful completion of project tasks identified in in sections A through C above, and submit to the DEO grant manager identified in Section 16 of the Agreement. The Activity Work Plan must be approved by DEO prior to beginning work on activities identified in the Activity Work Plan and before any reimbursement request will be approved.

4. The Deliverable Table of Attachment A - Project Description and Deliverables, is hereby deleted in its entirety and replaced with the following:

Deliverable 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
CDBG-DR Program Design and Implementation Subrecipient shall complete an eligible project implementation task as detailed in section II.A.	Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.A; evidenced by Invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences

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Housing Program-Homeowner Service Project Subrecipient shall complete an eligible task as detailed in section II.B.1.	Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.B.1; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Housing Program-State Road 207 SHI PUD Rental Housing and Unified Service Center Project Subrecipient shall complete an eligible task as detailed in section II.B.2.	Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.B.2 above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable 4	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Infrastructure Program Subrecipient shall complete an eligible task as detailed in section II.C.	Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.C above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

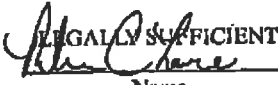
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	completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.	
TOTAL AWARD NOT TO EXCEED \$45,837,520		

5. All other terms and conditions remain in effect.
6. Section I.F.1.a., within the "Governing Laws" section of the Agreement, is hereby incorporated by reference as if fully restated herein.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement H2338 as amended. This Amendment is effective as of March 1, 2018.

ST. JOHNS COUNTY	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:	SIGNED:
	
MICHAEL D. WANCHICK	KEN LAWSON
COUNTY ADMINISTRATOR	EXECUTIVE DIRECTOR
DATE: 7/1/19	DATE: 7-18-15

LEGALLY SUFFICIENT

 Name
 Date: 6-25-19

Approved as to form and legal sufficiency,
 subject only to full and proper execution by
 the Parties.

OFFICE OF GENERAL COUNSEL
 DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 

Approved Date: 7/12/19

