

RESOLUTION NO. 2008- //

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2008 BEACH RENOURISHMENT FUND TO ALLOCATE UNANTICIPATED EXPENSES AND AUTHORIZE ITS EXPENDITURE BY THE ENGINEERING DEPARTMENT, AND AMENDING AGREEMENT NO.: 07SJ1 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ST. JOHNS COUNTY, FLORIDA, CONCERNING BEACH RESTORATION FOR SOUTH PONTE VEDRA/VILANO BEACH, AND AUTHORIZING THE COUNTY COMMISSION CHAIRPERSON, OR COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AMENDED AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, St. Johns County, Florida, when preparing the Beach Renourishment budget for FY 2008, did not anticipate the need to fund and enter into a contract with the Florida Department of Environmental Protection for the construction of Emergency Dune Systems in the general area of South Ponte Vedra Beach R-84 to R-94; and,

WHEREAS, this Board of County Commissioners, in June 2007, adopted Resolution 2007-160 which resolves Board decision to act as the Local Sponsor for South Ponte Vedra Beach-Vilano Beach Restoration Association, Inc. ("the Association") in an effort to secure matching funds and enter into an agreement with the Florida Department of Environmental Protection to support a Shore Stabilization Feasibility Study independent of the ongoing Army Corp of Engineers feasibility study; and

WHEREAS, the Association has agreed to be financially responsible for the matching portion of the monies needed for the study portion, up to \$140,000, and to deposit said funds with the County prior to the initiation of contract negotiations; and

WHEREAS, it is recognized that there are a number of contingencies associated with this proposed project. These contingencies include the following: (1) the time frame for selecting a firm and negotiating a contract with the selected firm for purposes of completing the proposed Dune Construction Project; (2) assessing the level of pre-approved participation from the affected property owners for the proposed Dune Construction Project; (3) resolving any questions related to any incidental taking issues (turtles, etc.); (4) the most advantageous means for securing monetary contribution from the affected property owners; (5) assessing whether the proposed Dune Construction Project affects the health, safety and welfare of the affected property owners to such a level that would be categorized as an emergency; and,

WHEREAS, the County may implement an MSBU (Municipal Services Benefit Unit) to levy assessments on the affected property owners to fund this program. Further, it should be noted that if any issues or contingencies remain unresolved, the scope, level, and cost of the proposed Dune Construction Project may be reduced / adjusted downward, even to zero. If not fully front funded (\$1.5 million) by the affected property owners, the County

will incur a degree of financial responsibility / liability with the State Department of Environmental Protection for a time period. This financial responsibility would be structured to make the SPVBVBRA group or individual property owners responsible for re-imbursement to the County once the County enters into a Contract with the firm selected to complete the proposed Dune Construction Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

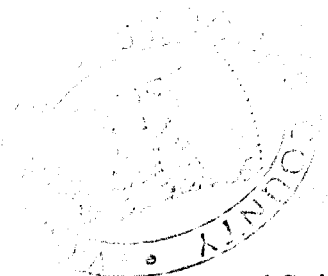
1. The above recitals are hereby adopted as findings of fact.
2. The Funding of the project shall be amenable to the County and the budget shall be adjusted to account for the unanticipated expense in the amount of \$3,000,000 with \$1,500,000 eligible for re-imbursement by FDEP.
3. The expenditure budget shall be increased to reflect the added expense of \$1,500,000 and shall be reimbursed by the property owners through a process derived from the items above.
4. The Board of County Commissioner approves and amends Agreement No.: 07SJ1 between the State of Florida Department of Environmental Protection and St. Johns County, Florida, concerning Beach Restoration for South Ponte Vedra/Vilano Beach, and authorizes the County Commission Chairperson, or County Administrator, or designee, to execute the Amended Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 8th day of January, 2008.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA

By: 

Thomas G. Manuel, Chair


ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 01/11/08

Res 08-11

AMENDMENT No: 1
DEP AGREEMENT No: 07SJ1
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
SOUTH PONTE VEDRA/VILANO BEACH RESTORATION

THIS AGREEMENT entered into on the 20th day of December, 2007, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT") and the ST. JOHNS COUNTY, (hereinafter referred to as the "LOCAL SPONSOR"), is hereby amended as follows:

- Paragraphs 1, 5, 7, 8, and 13 are hereby revised to read as follows:
 1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the SOUTH PONTE VEDRA/VILANO BEACH RESTORATION, (hereafter referred to as the PROJECT), as defined in Attachment A-1 (Project Work Plan), attached hereto and made a part hereof, and the LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" are used interchangeably, and the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
 5. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and future requisite authorizations and environmental permits. The PROJECT consists of a feasibility study along 10.4 miles of Atlantic shoreline of St. Johns County, DEP Monuments R-70 to R-122 and construction of an emergency dune between DEP Monuments R-84 and R-94. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
 7. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
1.0	Feasibility Study		\$140,000	\$140,000	\$280,000
3.0	Construction				
3.1	South Ponte Vedra Dune Construction 2007	\$0	\$1,500,000	\$1,500,000	\$3,000,000
	TOTAL PROJECT COSTS	\$0	\$1,640,000	\$1,640,000	\$3,280,000

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8. The DEPARTMENT has determined that 100 percent of the PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of 1,640,000 for this PROJECT or up to 50 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT.
13. As consideration for the eligible work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. For satisfactory performance, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with Attachment B (Contract Payment Requirements), attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as Attachment C - 1 (Request For Payment, PARTS I – III), attached hereto and made a part hereof. These forms may be submitted on a quarterly basis. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31; the request shall be submitted no later than thirty (30) days following the completion date of the quarterly reporting period of each year in which the project is underway. These forms shall be certified as accurate by the LOCAL SPONSOR'S Project Manager and the LOCAL SPONSOR'S Project Financial Officer and submitted to the DEPARTMENT as a payment request. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for payment until such time as all requisite authorizations and environmental permits, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. In such cases where no reimbursement is sought for a given quarter, all applicable portions of Part III of Attachment C-1, Project Progress Report must be completed and submitted.
- All references to Attachment(s) A and C, respectively, are hereby deleted and replaced with references to Attachment(s) A-1 and C-1.
 - Attachment(s) A and C are hereby deleted in their entirety.
 - Attachment(s) A-1 and C-1 as attached hereto are hereby added to the Agreement.
 - Exhibit 1 to Attachment E is hereby deleted in its entirety and replaced with Exhibit 1-A, attached hereto and made a part hereof.

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IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year last written below.

ST. JOHNS COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
Title: *Commission Chair

By: [Signature]
Secretary or designee

Date: 1-8-08

Date: 1/4/08

FEID No. 59-6000825

[Signature]
Department of Environmental Protection
Grant Program Administrator



APPROVED as to form and legality:

[Signature]
Department of Environmental Protection
Attorney

*If someone other than the Commission Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Project Work Plan (1 page)
Attachment	C-1	Request For Payment, Parts I - III (3 pages)
Attachment	E	Exhibit 1-A (page 5 of 5)

ATTACHMENT A-1

PROJECT WORK PLAN

SOUTH PONTE VERDA/VILANO BEACH RESTORATION

The PROJECT consists of a feasibility study along 10.4 miles of Atlantic shoreline of St. Johns County, DEP Monuments R-70 to R-122 and construction of an emergency dune between DEP Monuments R-84 and R-94. The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department of Environmental Protection permits and the eligible project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standard technical specifications contained in the Department's Regional Data Collection and Processing Plan and Geographic Information System Plan, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. These plans may be found at <http://www.dep.state.fl.us/beaches/>. Three (3) originals and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Task No: Eligible Project Item:

1.0 Feasibility Study

Conduct studies necessary to determine the feasibility and extent of improvements necessary to accomplish the goals of the PROJECT. Investigations shall include, but may not be limited to, the following: physical and environmental surveying; reconnaissance-level geotechnical services; coastal engineering analysis; economic studies; environmental analysis; real estate studies; and plan formulation.

3.0 Construction

Work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

3.1 South Ponte Vedra Dune Construction 2007

Tropical Storm Noel dune erosion scope will consist of placing approximately 65,000 CY of sand along the eroded berm of South Ponte Vedra Dunes. DEP monuments R84 thru R94.

ATTACHMENT C-1

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: SOUTH PONTE VEDRA/VILANO BEACH RESTORATION

Grantee: ST. JOHNS COUNTY

DEP Contract Number: 07SJ1

Billing Number: _____

Billing Period: _____
Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____
*if applicable			

Cost Summary:

State Funds Obligated	\$ _____	Local Funds Obligated	\$ _____
Less Advance Pay	\$ _____	Less Advance Pay	\$ _____
Less Previous Payment	\$ _____	Less Previous Credits	\$ _____
Less Previous Retained	\$ _____		
Less This Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Bureau of Beaches and Coastal Systems approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT - PART II**

REIMBURSEMENT DETAIL

Name of Project:		Billing#	Billing Period:	DEP CONTRACT NUMBER	Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)			
Grantee:		sow/BID # (3)	Vendor Name	Check or Debit#	Total Amount Eligible for State Share (4)	Changes per BBBS Project Manager (5,6)	Changes per BBBS Accountant (5,6)	Approved Eligible Cost (6)
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)				
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Totals for all items on page:

Notes and invoice adjustment explanations per item # (6)

Certification: I certify that the purchases noted above were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name/Signature of Project Administrator _____ Date _____

Name/Signature of Project Financial Officer _____ Date _____

Form Instructions:

- (1) Grantee: enter exact amount of check or debit.
- (2) Grantee: enter the subtask ID# from the Eligible Project item table of the DEP Grant.
- (3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Grantee: insert this tracking number when applicable.
- (4) Grantee: insert only the amount of vendor payment that is assumed to be eligible for DEP cost share.
- (5) Grantee: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the contract and in accordance with state rule.
- (6) DEP staff: Enter the total amount of line item increase or decrease; if the adjustment is a decrease, precede the amount with the "-" (minus) sign.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

**REQUEST FOR PAYMENT - PART III
PROJECT PROGRESS REPORT**

Name of Project: SOUTH PONTE VEDRA/VILANO BEACH RESTORATION

Grantee: ST. JOHNS COUNTY

DEP Agreement Number: 07SJ1

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task Eligible Project
No: Item:

1.0 FEASIBILITY STUDY

3.0 CONSTRUCTION

3.1 SOUTH PONTE VEDRA DUNE CONSTRUCTION 2007

EXHIBIT – 1 -A

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement 07SJ1	General Revenue, GAA Line Item # 1796	2006-2007	37.003	Beach Management Funding Assistance Program	\$140,000	140126
Amendment No. 1	General Revenue, GAA Line Item # 1796	2006-2007	37.003	Beach Management Funding Assistance Program	\$1,500,000	140126

Total Award					\$1,640,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.