

RESOLUTION NO. 2011- 187

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIRMAN TO EXECUTE A GRANT AWARD AGREEMENT BETWEEN ST. JOHNS COUNTY AND U.S. FISH AND WILDLIFE SERVICE FOR THE REMOVAL OF A DERELICT STRUCTURE ON COUNTY PROPERTY AND LIMITED HABITAT RESTORATION AT SUMMER HAVEN

RECITALS

WHEREAS, the U.S. Fish and Wildlife Service (USFWS) will provide St. Johns County with a grant of \$10,000 for the purpose of removing a derelict structure on County property and limited habitat restoration at Summer Haven; and

WHEREAS, County staff and volunteers will install and maintain plantings and contract for the removal of a derelict structure;

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

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

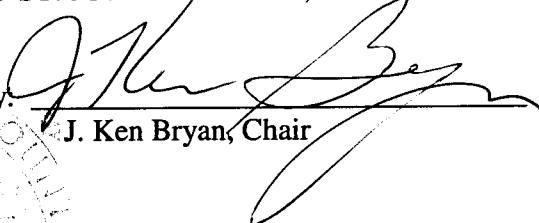
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of the attached Grant Award Agreement (GAA) and authorizes the County Administrator, or designee, to execute said GAA.

Section 3. The Clerk is instructed to record the original GAA in Official Records of St. Johns County, Florida.


Section 4. To the extent that there are typographical or administrative errors 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of July 2011.

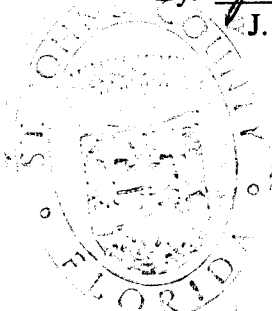
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7/21/11





AGREEMENT NO: **F11AC00429**
CHARGE CODE: 41910-1124-0000 (W5) (FY11)
AMOUNT: \$ 10,000
DUNS NO: 073236739

COOPERATIVE AGREEMENT

Between

U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

and

ST. JOHNS COUNTY

I. COOPERATIVE AGREEMENT RECIPIENT:

Jan Brewer,
4040 Lewis Speedway
St. Augustine, FL 32084
Phone: 904-209-0617,
Email: Jbrewer@sjcfl.us

Recipient Class: Local Government
Catalog of Federal Domestic Assistance Number: 15.630

II. AUTHORITY:

This cooperative agreement between the St. Johns County (hereinafter referred to as the "Recipient") and the U.S. Fish and Wildlife Service (hereinafter referred to as the "Service"), is authorized by the of Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666; Fish and Wildlife Act of 1956, as amended, 16 U.S.C. 742a-742j; and Wildlife Restoration Act as amended 1998.

III. PURPOSE:

This Cooperative Agreement is being implemented to provide financial assistance in order to restore (~3.2 acres) of upland dune habitat, remove invasive and exotic plant species, and provide for improved marine turtle nesting habitat and also potential habitat for the Anastasia Island beach mouse.

IV. BACKGROUND:

Summer Haven Beach in St. Johns County, Florida, was platted for residential lots in 1909 from an 1886 survey. This is an area of narrow sandy beach with an impacted dune system. Since the platting, varying levels of single family home development has occurred with the majority of home construction occurring on the southerly lots. Recently, St. Johns County has acquired numerous northerly lots in Summer Haven with the vision of restoring the dune system which has been hard hit by storms. This section of beach is critical nesting habitat for loggerhead, green and leatherback marine turtles evidenced by the average nesting density in St. Johns County of 7.02 nests per mile while Summer Haven averages 14.3 nest per mile (FWC unpublished data 2010).

The project will:

- Remove the existing dilapidated home
- Prepare a restoration plan to re-establish the degraded dune by replanting sea oats and other native dune vegetation

The restoration plan will be implemented by trained biological staff with the assistance of specialized volunteers. Staff and volunteers will also engage in invasive plant inventories and control of invasive and exotic plant species on these lots. Once replanted, annual monitoring will be implemented to ensure plant survival. The site will be monitored biannually for the first year to ensure planting success and invasive control and annually the following year.

V. SCOPE OF EFFORT:

A. The Service shall:

1. Provide \$10,000 to the Recipient for the organization and execution of Summer Haven Dune Restoration.
2. Provide written approval to the Recipient for the identified restoration under this agreement.
3. Provide written approval to the recipient for the project performance/milestone schedule, which the Recipient will develop within 45 days of this agreement being finalized.

4. Collaborate on the development and project implementation, oversight and monitoring.

5. Participate in, to the maximum extent possible, all activities related to this project. Monitor and document project progress through periodic meeting attendance and/or recipient progress reporting.
6. Assign a Service Project Officer to coordinate all activities under this agreement. The Service Project Officer will be involved in field collections, reporting, administrative assistance, as needed, and will review/approve the project schedule and any proposed project modifications

B. The Recipient shall:

1. Be responsible for all interim and final reporting requirements, as discussed in section XII of this agreement.
2. Provide a performance schedule to the Service's Project Manager which shows each major planned milestone the project and an estimated completion date within 45 days of the Service's signature date on this agreement.
3. Coordinate with the Service's Project Manager during the development and implementation of proposed activities. Receive written concurrence from the Service for any deviation of planned milestone activities.
4. Ensure appropriate Federal, State and Local permits and authorizations are obtained prior to beginning work, and that the project is in compliance with all applicable state, local and federal laws.
5. Document each milestone activity related to this project and provide the Service with yearly progress reports of accomplishments.
6. Provide any equipment necessary for implementing the project.
7. Execute and conduct the project as described in the proposal, Attachment A, incorporated herein and made a part hereof.
8. Submit a proposal outlining a budget utilizing Service funds and planned activities for the following government fiscal year.

VI. PERIOD OF PERFORMANCE:

The period of performance of this agreement is from July 1, 2011 through December 31, 2012.

VII. AWARD AMOUNT:

- A. TOTAL (NOT-TO-EXCEED) AWARD AMOUNT: \$10,000
- B. TOTAL AMOUNT FUNDED TO DATE: \$10,000

VIII. APPROPRIATION DATA:

APPROPRIATION: 41910-1124-0000 (FY 2011), ABC Code: W5 (\$10,000)

IX. PAYMENT PROVISIONS:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient may submit requests for payment using Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.) The Debt Collection Improvement Act of 1996 (P.L. 104-134) requires that all federal payments made by an agency after July 26, 1996, must be made by electronic funds transfer unless the Recipient certifies that they do not have an account at a financial institution or authorized payment agent.
- B. The original and two copies of each payment request (SF 270) shall be submitted to the Service Project Officer identified in Article XI.A. of this agreement. Payment requests need to specify which projects to be funded. Upon approval, the Service Project Officer shall forward the payment request and one copy to the Budget, Planning and Financial Services Officer for processing.
- C. Should the Recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable costs in accordance with 2 CFR 220/225/230 (*as applicable to the Organization type*) or the approved budget, shall be refunded to the Service.
- D. This agreement is intended to support a particular project for a specific period of time. Any portion of funds advanced to the Recipient that are not expended at the completion of the period of performance of this agreement shall be returned to the Service, along with any interest earned on that amount.

X. ADMINISTRATIVE OFFICER:

The Administrative Officer for this agreement is:

Kevin Brooks
U.S. Fish and Wildlife Service
Contracting and Grant Services
1875 Century Boulevard, Room 310
Atlanta, GA 30345
Phone: 404-679-4069
Fax: 404-679-4057
Email: kevin_brooks@fws.gov

XI. PROJECT OFFICERS:

A. U.S. Fish and Wildlife Service
Nicole Adimey
3915 Baymeadows Way, #200
Jacksonville, FL 32256
Phone: 904-731-3079
Email: Nicole_Adimey@fws.gov

B. St. Johns County
Jan Brewer
4040 Lewis Speedway
St. Augustine, FL 32084
Phone: 904-209-0617,
Email: Jbrewer@sjcfl.us

XII. REPORTING/DELIVERY REQUIREMENTS:

- A. Interim Reports: An interim report containing the progress of the project will be provided to the Service Project Officer on an annual basis.
The interim report shall include:
Performance Progress Report (SF-PPR)
- a. A descriptive list of all project activities completed for reporting period.
 - b. Dates (mm/yyyy) of each activity.
 - c. Partner involvement.
 - d. Electronic documentation via email with pictures and milestone accomplishments..
 - e. Brief explanation for why activities differed from those planned in the agreement (if applicable)
 - f. PPR reporting is due one year after the awarded agreement.

B. Final Reports: Within 90 days after the agreement completion date as defined in the agreement or most current modification, the Recipient Project Officer shall submit a final report to the **Service Project Officer** identified in Article XI.A of this agreement. A copy of the final report shall also be forwarded to the **Service Administrative Officer**.

C. Federal Financial Reports (SF 425):

Annual

An **annual** Federal Financial Report (Standard Form 425) shall be submitted within 90 calendar days after the agreement year (i.e. 12 months after the approved effective date of the agreement and every 12 months thereafter until expiration date of the agreement.) Recipient shall submit an *original* to the Service Administrative Officer and a *copy* to the Service Project Officer

Final

A **final** Federal Financial Report (Standard Form 425) shall be submitted within 90 calendar days after the expiration date of the agreement or termination of support. Recipient shall submit an *original* to the Service Administrative Officer and a *copy* to the Service Project Officer

XIII. TERMS AND CONDITIONS:

The Department of Interior regulations governing assistance agreements with state and local governments, institutions of higher education, hospitals, and other non-profit organizations at subparts A, C, E-F of 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, (plus relevant circulars of the Office of Management and Budget as referenced in these regulations), are applicable to this agreement and are incorporated by reference with the same force and effect as if they were given in full text. Upon request the Service's Division of Contracting and Grant Services will make the full text of these regulations available.

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. <http://www.doi.gov/pam/TermsandConditions.html>

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation/regulation.
- Special terms and conditions.

- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

2 CFR Part 25 Central Contractor Registration and Data Universal Numbering System

2 CFR Part 170 Reporting Subawards and Executive Compensation
FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT
(FFATA) (P.L. 109-281)

http://www.doi.gov/pam/Federal_Register_FFATA_Implementation.pdf

2 CFR Part 1400 Governmentwide Debarment and Suspension (Nonprocurement)

2 CFR Part 175 Trafficking Victims Protection Act of 2000

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace

43 CFR 18 New Restrictions on Lobbying

305 DM 3 Integrity of Scientific and Scholarly Activities

XIV. MODIFICATIONS:

Modifications or renewals may be proposed at any time during the period of performance by either party and shall become effective upon approval of both parties.

XV. SPECIAL CONDITIONS AND PROVISIONS:

- A. Pre-approval requirements. The recipient will obtain all necessary state, federal, county, and municipal permits consistent with applicable laws and regulations before commencing work under this cooperative agreement.

B. The Service's liability will be governed by the Federal Tort Claims Act (28 U.S.C. 2671 et seq.). The extent of the Recipient's liability shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date therein written.

ST. JOHNS COUNTY

U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

BY: _____

BY: _____
Don Calder

TITLE: _____

TITLE: Chief Contracting and Grant Services

DATE: _____

DATE: _____

ATTACHMENT A

COASTAL PROGRAM

PROPOSAL INFORMATION SHEET

Project title: Summer Haven Dune Restoration
Summer Haven, St. Johns County, Section 30, Township 9 South,
Range 31 East

Project PI: Jan Brewer, St. Johns County Environmental Division, 904-209-0617,
Jbrewer@sjcfl.us

Introduction

Summer Haven Beach in St. Johns County, Florida, was platted for residential lots in 1909 from an 1886 survey. This is an area of narrow sandy beach with an impacted dune system. Since the platting, varying levels of single family home development have occurred with the majority of home construction occurring on the southerly lots. Recently, St. Johns County has acquired numerous northerly lots in Summer Haven with the vision of restoring the dune system, which has been hard hit by storms. One of the lots acquired has an existing home in a state of disrepair that needs to be demolished and removed from the beach. This section of beach is critical nesting habitat for loggerhead, green and leatherback marine turtles evidenced by the average nesting density in St. Johns County of 7.02 nests per mile while Summer Haven averages 14.3 nest per mile (FWC unpublished data 2010). The proposal is to remove the existing dilapidated home and to prepare a restoration plan to reestablish the degraded dune by replanting sea oats and other native dune vegetation. The restoration plan will be implemented by trained biological staff with the assistance of specialized volunteers. Staff and volunteers will also engage in invasive plant inventories and control of invasive and exotic plant species on these lots. Once replanted, annual monitoring will be implemented to ensure plant survival. The site will be monitored bi-annually for the first year to ensure planting success and invasive control and annually the following year.

Objective:

Restore dune habitat (~3.2 acres), free of invasive and exotic plant species, to provide for improved marine turtle nesting habitat and also potential habitat for the Anastasia Island beach mouse.

This project is a habitat restoration project, including the demolition of a residential home, which was built in 1980 and covers approximately 1,300 sqft. The home and adjoining dock have become derelict. Demolition will keep the abandoned structure from ultimately littering the beach and fouling the marine turtle nesting habitat.

Strategic Habitat Conservation Framework:

- **Biological Planning (setting targets)**
The County has identified Summer Haven beach as a target area for coastal acquisition to remove lots from the potential of development and to restore the property's natural coastal habitat. The County's long range plan is to purchase as many lots in this area to create a connected and comprehensive natural coastal system. Restoring the dune system along this stretch of beach will provide a natural barrier system to combat the sea level rise in this area and provide habitat for nesting listed species including marine turtles, Wilson's plovers and least terns.

- **Conservation Design (developing a plan to meet the goals)**
The County compiled a list of property owners to contact and determined those that are willing to sell their property. The County applied for a federal Habitat Conservation Plan land acquisition grant to assist the County in initiating the purchase of willing seller properties at Summer Haven beach. Once purchased, the County will assess each property to determine restoration needs. Since the County already has ownership of the properties included in the Coastal Program grant, the restoration needs have been assessed and consist of removal of derelict structures, removal of exotic plants and replanting that dune with native plants.

- **Conservation Delivery (implementing the plan)**
The County has compiled a list of properties with owners that have expressed interest in selling. As funding becomes available, the County will enter into negotiations with each property owner. As properties are purchased each will be assessed for restoration needs. The County is actively seeking federal or state assistance to help achieve our goals.

- **Monitoring and Adaptive Management (measuring success and improving results)**
The County annually monitors the nesting success of marine turtles and nesting coastal birds. This area is already part of the annual monitoring activity and particular attention will be paid to the level of nesting activity and nesting density of these species in this area after restoration.

- **Research (increasing our understanding)**
The County will continue to monitor and assess all activities in this area in order to evaluate the dynamic processes.

Methods:

Removal of the derelict structure using the County's building abatement contractor and restoration of the dune habitat by removing invasive plants and through planting of native dune vegetation.

Outcome:

Removal of a derelict beach home and restoration of approximately 3.2 acres of beach dune habitat.

Monitoring:

The County will provide photo documentation of the derelict structure removal and annual monitoring of the 3.2 acres of dune habitat restoration. The restored dune areas will be monitored bi-annually for year one and annually the following year for plant survival. Sea turtle nesting and coastal bird nesting events will be monitored in this area post restoration as well.

Funding requested and total amount to complete project:

\$10,000.00	Demolition of home and restoration of dune habitat
\$ 750.00	Relocation of sea oats from FIND site (In-kind match)
<u>\$ 9,590.60</u>	Staff/volunteer time to relocate, replant, and provide exotic control (In-kind match)
\$20,340.60	Total Project Cost
\$ 10,000.00	Total Grant Requested Provided
\$ 10,340.60	Total In-kind Provided