

RESOLUTION 2022 - 104

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2022 BUDGET TO RECOGNIZE UNANTICIPATED REVENUE FROM THE DEPARTMENT OF HOMELAND SECURITY - FEMA COOPERATING TECHNICAL PARTNERS PROGRAM REGION 4; AND AUTHORIZING ITS APPROPRIATION AND EXPENDITURE.

WHEREAS, on January 18, 2011, the St. Johns County Board of County Commissioners (Board) authorized the County Administrator to execute a Cooperating Technical Partners Partnership Agreement (Agreement) with the Federal Emergency Management Agency (FEMA), providing for the parties to collaborate and consult with each other on flood hazard identification efforts (see Resolution No. 2011-7); and

WHEREAS, as part of those efforts, the County has created and maintains a stormwater model for use in updating the Flood Insurance Rate Map (FIRM) data; and

WHEREAS, subject to the terms and conditions of the Agreement, FEMA provided a \$300,000 grant award to the County in order to offset a portion of the total cost of completing the work; and

WHEREAS, St. Johns County, received grant funding of \$51,600 during Fiscal Year 2021; and

WHEREAS, St. Johns County, when preparing the Fiscal Year 2022 Budget, the balance of the grant funding was not included; and

WHEREAS, St. Johns County, must amend the Fiscal Year 2022 Budget, to include the balance of the grant award of \$248,400 for recognition and appropriation into the Building Services department budget; and

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

1. The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as findings of fact.
2. The Board hereby recognizes the \$248,400 grant award described herein, and authorizes the County Administrator, or designee, to allocate the funds for use in the County's Fiscal Year 2022 Budget to complete work associated with updating the County's Flood Insurance Rate Map.
3. To the extent that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
State of Florida, this 5 day of April 2022.

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

By: 
Henry Dean, Chair

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

By: 
Deputy Clerk

Rendition Date APR 5 2022



November 23, 2020

Westly Woodward, CFM
Floodplain Manager
St. Johns County Growth Management
4040 Lewis Speedway
St. Augustine, FL 32084

RE: FEMA Mapping Activity Statement
RFP 17-17 Continuing Contract for Engineering Services
Jones Edmunds Proposal Number: 95888-139-19

Dear Ms. Woodward:

Jones Edmunds & Associates, Inc. is pleased to present our proposal to assist St. Johns County Growth Management (SJCGM) with professional services assistance to address the County responsibilities under the Federal Emergency Management Agency (FEMA) Mapping Activity Statement (MAS) No. 2018-001 (attached).

The MAS is a contract with FEMA under which FEMA will provide funds to the County for completion of tasks to update a portion of the County's flood insurance study (FIS) and flood insurance rate maps (FIRMs). The information for this update will be based on the County's regional stormwater models. The County completed a similar MAS covering about 70 square miles in the southeast of the County with updates published in the 2017 update to the FIS and FIRM.

MAS No. 2018-001 covers an area of about 123 square miles draining to the east coast of the County. Four County regional models are included within this area – the Moultrie Creek and Moses Creek Regional Model (MMRM), The West Augustine Regional Model (WARM), the North Augustine Regional Model (NARM), and the Ponte Vedra Regional Model (PVRM).

The MAS and a potential budget were initially discussed with FEMA starting in 2016. A rough budget was provided to FEMA based on the area completed in the 2011 MAS. A final MAS document was not completed and executed. FEMA allocated funds for the County and wishes to execute the MAS. Since the time of initial MAS discussions changes occurred in the landscape, in County and FEMA staff, and in FEMA deliverable requirements, including the following:

- Additional land development (e.g. residential subdivisions) in the watersheds since the completion of the regional models. The regional models need to be updated in some areas to reflect current conditions. Some of these developments were incorporated into the effective FIRM via Letters of Map

Revision (LOMRs) prepared and submitted by others that were based on the County's regional models.

- The regional models were completed using ICPR3. ICPR3 is no longer supported. Jones Edmunds converted the individual regional models to a single ICPR4 model as part of a separate project. The ICPR4 model results have some small changes relative to the ICPR3 model that will require some map and profile updates.
- The area covered in the MAS includes 15 streams with effective floodways. The previous MAS did not include floodways. Floodway analyses will need to be performed for the streams included in this MAS. Floodway analyses were not accounted for in the initial rough budget numbers discussed with FEMA.
- The County requested that Jones Edmunds seek to minimize County staff involvement, therefore Jones Edmunds will perform some of the public outreach coordination that we had not initially planned for.
- FEMA requires an additional storm be modeled – the 1% plus storm, though it will not be mapped.

The cumulative changes represent additional effort beyond what was originally anticipated during the initial MAS discussions. Addressing the changes may require either additional budget, or the completion of a smaller area in the MAS. Jones Edmunds will work with the County and FEMA to complete the MAS deliverables, adjusting the area completed if needed.

Deliverables

The technical deliverables for this contract are detailed in the attached MAS. Jones Edmunds will work with the County and FEMA to refine the final areas covered following Discovery.

SJCUD Responsibilities

- Attend meetings as needed.
- Provide timely feedback on technical documents and communications.

ASSUMPTIONS AND CONDITIONS

- Optional elements of the MAS will not be performed.
- We assume that the additional land development to be addressed will have as-built plan data available to enable incorporation into the model for FEMA. Based on our review of subdivisions it appears that there are about 50 residential subdivisions that may need to be incorporated.
- Floodway analyses will be performed using the Hydrologic Engineering Center River Analysis System (HEC-RAS) in steady state mode – this is the typical FEMA application of this software for floodway analysis.
- We assume the public outreach coordination will be for the FEMA-required public meetings. Meetings may occur remotely because of COVID-19 precautions.

- The flood protection level of service (FPLOS) analysis previously developed by Jones Edmunds will be used to perform the flood risk assessment task.

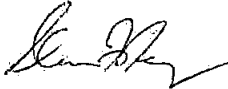
SCHEDULE AND COMPENSATION

Jones Edmunds will provide services within a timeframe mutually agreed on with FEMA by Jones Edmunds and the County project manager, Westly Woodward. The schedule in the MAS will be re-baselined following execution of the MAS with FEMA. The overall project schedule is anticipated to be between twelve and eighteen months.

Compensation for this task order will be on a lump sum basis per the terms of St. Johns County Contract 17-17. The attached table presents our estimation of the hours required for each task and the resulting labor cost based on contracted labor rates.

Thank you for the opportunity to assist you with this important project. If you have any questions, please feel free to contact me at 352-871-7052 or AFoley@jonesedmunds.com.

Sincerely,



Alan Foley, PE
Senior Project Manager

St. Johns County FEMA MAS 2018-001

11/23/2020

Task	Project Officer	Sr. RM	Sr. Eng.	PE	EI	Sr. DBA	Sr. Admin	Labor Hours	Labor Cost	GDCs	Total
Project Management	8	40	0	176	0	0	0	224	\$ 32,148.32	\$ 1,000.00	\$ 33,148.32
Discovery	4	30	0	88	105	0	13	240	\$ 28,665.44	\$	\$ 28,665.44
Perform Community Engagement and Project Outreach	2	43	0	90	32	0	3	170	\$ 23,368.89	\$ 300.00	\$ 23,668.89
Develop Flood Risk Products	1	18	0	52	134	0	0	205	\$ 22,671.45	\$	\$ 22,671.45
Perform Field Survey	2	4	0	23	8	0	4	41	\$ 5,254.69	\$	\$ 5,254.69
Develop Topographic Elevation Data	1	5	0	24	5	0	2	37	\$ 4,898.56	\$	\$ 4,898.56
Perform Independent QA/QC: Topographic Elevation Data	1	1	0	5	3	0	2	12	\$ 1,507.33	\$	\$ 1,507.33
Prepare Base Map	1	12	0	14	15	3	2	47	\$ 6,273.47	\$	\$ 6,273.47
Perform Independent QA/QC: Base Map	1	15	3	28	20	17	8	92	\$ 12,176.21	\$	\$ 12,176.21
Develop Hydrologic Data	1	41	0	48	110	12	13	225	\$ 27,042.86	\$	\$ 27,042.86
Perform Independent QA/QC: Hydrologic Data	0	15	2	30	92	36	8	183	\$ 21,372.43	\$	\$ 21,372.43
Develop Hydraulic Data	1	48	0	180	568	20	7	824	\$ 88,241.33	\$	\$ 88,241.33
Perform Independent QA/QC: Hydraulic Data	0	35	2	80	228	28	8	381	\$ 42,957.21	\$	\$ 42,957.21
Perform Floodplain Mapping	1	38	0	121	19	132	10	321	\$ 44,579.34	\$	\$ 44,579.34
Perform Independent QA/QC: Floodplain Mapping	0	38	2	72	220	70	8	410	\$ 47,799.28	\$	\$ 47,799.28
Develop FIRM Database	1	6	0	8	6	20	3	44	\$ 6,071.51	\$	\$ 6,071.51
Total	25	389	9	1039	1565	338	91	3456	\$ 415,028.32	\$ 1,300.00	\$ 416,328.32



FEMA

**COOPERATING TECHNICAL PARTNERS
PARTNERSHIP AGREEMENT**

Res 2011-7

AGREEMENT is made on April 8, 2011, by these parties: St. Johns County, Florida, and the Federal Emergency Management Agency (FEMA).

BECAUSE the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control;

BECAUSE a critical component of the NFIP is the identification and mapping of the nation's floodplains to create a broad-based awareness of flood hazards and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance:

BECAUSE FEMA administers the NFIP and is authorized by §1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas:

BECAUSE, in the identification of floodprone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency:

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

BECAUSE St. Johns County participates in the NFIP (or shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP), St. Johns County has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE St. Johns County has expressed a desire to perform certain functions in the flood hazard identification process and has provided evidence that it has sufficient technical capability and will dedicate the resources necessary to perform those functions.

NOW THEREFORE, it is mutually agreed that the parties enter into this Agreement to work together to create and maintain accurate, up-to-date flood hazard data for St. Johns County subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into flood hazard identification efforts. Questions regarding the execution of this Agreement will be resolved by an implementation committee consisting of a FEMA representative and a St. Johns County representative. In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures.

2. EVALUATION AND REPORTING

The parties shall, on an annual basis, review the partnership created by this Agreement to determine and document the activities undertaken to maintain accurate flood hazard data and to revise the Agreement as necessary.

3. RESOURCE COMMITMENT

The parties agree to commit the appropriate and available human, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement.

4. STANDARDS

Unless otherwise agreed to by the parties, all flood hazard identification activities will be accomplished in accordance with the standards documented in *Guidelines and Specifications for Flood Hazard Mapping Partners*, dated April 2003, and all subsequent revisions.


5. SPECIFIC INITIATIVES OR PROJECTS

Specific initiatives or projects to be performed under this Agreement are to be documented in Mapping Activity Statement(s), which will be attached to this Agreement when they are signed. The parties will be obligated to perform as described in the signed Mapping Activity Statement(s).

6. TERM

The respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed, revised, or terminated at the option of any of the parties. The parties agree that a 60-day notice shall be given prior to the termination of this Agreement.

THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.

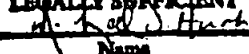

Michael D. Wauchick
St. Johns County Chief Executive Officer

1/24/11
Date (Printed)


Brad G. Loar
FEMA Region IV Mitigation Division Director

4/8/11
Date (Printed)

CTP Partnership Agreement
St. Johns County, Florida

LEGALLY SUFFICIENT

Name
Date 1/24/11



RESOLUTION NO. 2011- 7

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A PARTNERSHIP AGREEMENT BETWEEN THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, TO AGREE IN PRINCIPLE TO WORK TOGETHER TO CREATE AND MAINTAIN FLOOD HAZARD DATA.

RECITALS

WHEREAS, the parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into the flood hazard identification efforts. Questions regarding the execution of this Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, will be resolved by an implementation committee consisting of a FEMA representative and a St. Johns County representative. In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures; and

WHEREAS, the parties shall, on an annual basis, review the partnership created by this agreement to determine and document the activities undertaken to maintain accurate flood hazard data and to revise the Agreement as necessary; and

WHEREAS, the parties agree to commit the appropriate and available human, technical, and financial resources sufficient to coordinate effectively all entities impacted by flood hazard identification efforts to implement this Agreement; and

WHEREAS, unless otherwise agreed to by the parties, all flood hazard identification will be accomplished in accordance with the standards documented in Guidelines and Specifications for Flood Hazard Mapping Partners, dated April 2003, and all subsequent revisions; and

WHEREAS, specific initiatives or projects to be performed under this Agreement are to be documented in Mapping Activity Statement(s), which will be attached to this Agreement when they are signed. The parties will be obligated to perform as described in the signed Mapping Activity Statement(s); and

WHEREAS, the respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed, revised, or terminated at the option of any of the parties. The parties agree that a 60-day notice shall be given prior to the termination of this Agreement; and

WHEREAS, the County has determined that entering into the above-referenced Agreement will serve the overall interests of the County.

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 finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute the Agreement on behalf of the County for the purposes mentioned above, and to the extent necessary, execute any other documents or paperwork associated with the Agreement.

Section 3. The Clerk is instructed to have four (4) copies of the original Contract executed by the County Administrator.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

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

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 1/20/11

