

RESOLUTION NO. 2023-384

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF, AND AUTHORIZING THE EXECUTION OF AN AMENDMENT NO.1 TO GRANT AGREEMENT 22SJ2 BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ST. JOHNS COUNTY FOR STATE COST SHARE OF POST-CONSTRUCTION MONITORING EXPENSES; PROVIDING FOR CORRECTION OF ERRORS; PROVIDING DIRECTION; PROVIDING AN EFFECTIVE DATE; AND RECOGNIZING AND APPROPRIATING WITHIN THE FISCAL YEAR 2024 BUDGET.

RECITALS

WHEREAS, the Florida Department of Environmental Protection (the “FDEP”), and St. Johns County entered into FDEP Agreement 22SJ2 (“Agreement”), approved by county Resolution 2021-496, for reimbursement of all eligible expenses relating to permit required post-construction monitoring of the South Ponte Vedra Beach Dune Restoration Project; and,

WHEREAS, the FDEP and the County desire to revise the Agreement to extend the expiration date for a 12-month period, to remain in effect until December 31, 2025, and increase the available State funding by \$40,365.00 (to a total of \$93,015); and,

WHEREAS, the FDEP grant amendment was not anticipated during the budget process and necessitates recognition and appropriation within the Fiscal Year 2024 budget.

WHEREAS, the Amendment No. 1 to the Agreement (“Amendment”) is attached hereto as Exhibit “A” and incorporated in this Resolution by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS;

Section 1. The above recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached Amendment between the FDEP and the County and authorizes the County Administrator, or designee, to execute the Amendment, on behalf of the County.

Section 3. The Board of County Commissioners authorizes the County Administrator, of designee, to execute any other paperwork associated with, or necessary to accomplish, the overall goal set forth in the Amendment.

Section 4. The FDEP Agreement 22SJ2, in the amount of \$93,015 will be recognized and appropriated within the Fiscal Year 2024 budget.

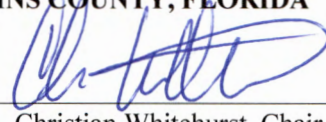
Section 5. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor or concept of the Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of October, 2023.

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

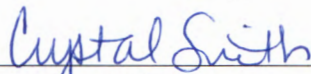
By: _____


Christian Whitehurst, Chair

Effective Date: October 3, 2023

ATTEST: Brandon J. Patty, Clerk of Court and Comptroller

By: _____


Deputy Clerk

Rendition Date: OCT 03 2023



**AMENDMENT NO. 1
TO AGREEMENT NO. 22SJ2
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
ST. JOHNS COUNTY**

This Amendment to Agreement No. 22SJ2 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and St. Johns County, 2750 Industry Center Road, St. Augustine, FL 32084 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for The South Ponte Vedra Dune Restoration effective December 28, 2021;

NOW THEREFORE, the parties agree as follows:

- 1) The total amount of funding of the Agreement is increased by \$40,365.00 to \$93,015.00.
- 2) The Agreement is extended for a 12-month period to begin January 1, 2025, and remain in effect until December 31, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 4) Attachment 5, Special Audit Requirements, Exhibit 1, is hereby deleted in its entirety and replaced with Exhibit 1-A, attached and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5, Special Audit Requirements, Exhibit 1, shall hereinafter refer to Exhibit 1-A.
- 5) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

St. Johns County

**Florida Department of
Environmental Protection**

By: _____
Title:

By: _____
Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Grant Workplan (3 pages)
Attachment 5, Exhibit	1-A	Revised Special Audit Requirements (3 pages)

**ATTACHMENT 3-A
REVISED GRANT WORK PLAN**

PROJECT TITLE: South Ponte Vedra Dune Restoration

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R-76 and R-103.5 along the Atlantic Ocean in St. Johns County, Florida.

PROJECT BACKGROUND: The Project area was significantly impacted by Hurricane Matthew in 2016 and Hurricane Irma in 2017. St. Johns County was appropriated funding to construct a recovery project to address sand losses from Hurricane Matthew in 2017. Construction of the project was completed in July 2022 with post-construction monitoring ongoing and additional funds added.

PROJECT DESCRIPTION: The Project consists of post-construction monitoring.

PROJECT ELIGIBILITY: The Department has determined that 35.1 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$93,015.00 for this Project or up to 17.55 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection

F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report signed by Local Sponsor containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	DEP	Local	Total
1	Monitoring	17.55%	\$93,015.00	\$436,985.00	\$530,000.00
	TOTAL PROJECT COSTS		\$93,015.00	\$436,985.00	\$530,000.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Monitoring	Contractual Services	\$93,015.00	7/1/2021	9/30/2025
Total:			\$93,015.00		

EXHIBIT – 1-A

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

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

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	21-22	37.003	Beach Management Funding Assistance	52,650.00	140126
Amendment 1	Florida Department of Environmental Protection	22-23	37.003	Beach Management Funding Assistance, FY 22-23 GAA Line Item #1778	40,365.00	140126
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award | \$93,015.00

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Supplement (Part Four: State Projects Compliance Supplement: https://apps.fdfs.com/fsaa/state_project_compliance.aspx). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.