

RESOLUTION NO. 2023-444

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A COOPERATIVE MANAGEMENT AGREEMENT BETWEEN THE NATIONAL PARK SERVICE FORT MATANZAS NATIONAL MONUMENT AND ST. JOHNS COUNTY FOR THE REPAIR OF THE FORT MATANZAS BEACH RAMP AND TO RECOGNIZE AND APPROPRIATE \$800,000 IN REIMBURSEMENT FUNDS.

WHEREAS, St. Johns County is requesting to enter into an Cooperative Management Agreement with the National Park Service (NSP) for improvements to the Fort Matanzas Beach Ramp; and

WHEREAS, the Fort Matanzas beach ramp is a state of extreme disrepair due to Hurricane Nicole storm damage; and

WHEREAS, repairs to the beach ramp must be performed expeditiously under the management of St. Johns County whose expertise will guarantee that the work is successfully completed and both parties desire to cooperate in achieving this goal; and

WHEREAS, the NSP has agreed to reimburse the County for all costs and expenses associated with consulting services through Ayres Associates for assessment, survey, Geotech, permitting, design, construction, administration and post design services not to exceed \$800,000; and

WHEREAS, the County agrees to recognize and appropriate the reimbursement; and

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 of the Cooperative Use Agreement with the National Park Service, for improvements to the Fort Matanzas Nation Monument beach ramp and authorizes the County Administrator, or designee, to execute said Agreement.

Section 3. 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.

Section 4. The Clerk of the Court of St. Johns County is instructed to file the original Cooperative Management Agreement in the Public Records of St. Johns County, Florida

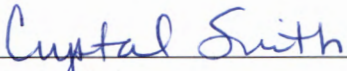
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of November, 2023.

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

Rendition Date: NOV 08 2023

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk



COOPERATIVE MANAGEMENT AGREEMENT

Agreement Number: CA 5260-24-01

**Cooperative Management Agreement
between the
National Park Service
Fort Matanzas National Monument
and
St. Johns County, Florida
for
The Cooperative Management of
the Fort Matanzas Beach Ramp**

This Cooperative Management Agreement is entered into by and between the St. Johns County Recreation Department ("County") and the United States of America, acting through the National Park Service ("NPS"), Fort Matanzas National Monument ("FOMA").

ARTICLE I - BACKGROUND AND OBJECTIVES

Fort Matanzas National Monument and St. Johns County recognize the need to provide visitors to the area with access to recreational beaches. Along with access, both agencies recognize the need to provide certain services to visitors including but not limited to a clean and safe environment to the greatest extent possible. The Fort Matanzas beach ramp represents the most southerly beach access point on Anastasia Island. This access is located within the boundary of Fort Matanzas National Monument. Vehicles have been using this beach ramp since it was first built in the 1930's. This ramp has also been necessary for each party to protect and conserve the beaches they manage because it has allowed access for official vehicles to monitor the beaches and to provide services, such as timely emergency response. Further, the ramp has allowed controlled, proper and safe access to the beaches by visitors to FOMA and county beaches.

Currently, the Fort Matanzas beach ramp is a state of extreme disrepair due to Hurricane Nicole storm damage. It is mutually important that the ramp be replaced expeditiously with repairs to the beach ramp and the parties desire to cooperate in achieving this goal. In furtherance of this goal, the parties recognize that the County has particular expertise in designing and constructing beach ramps like that the Fort Matanzas beach ramp because the County regularly engages in such activity.

ARTICLE II - AUTHORITY

Pursuant to 54 U.S.C. §101703, the NPS is authorized to cooperate with State and local park agencies for the more effective and efficient management of adjacent park areas, so long as the administrative responsibilities for any unit of the National Park System are not transferred. In addition, the NPS is authorized to enter into cooperative agreements to further the mission of the NPS in protecting and conserving natural resources. 54 U.S.C. §101702(a).

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ARTICLE III – STATEMENT OF WORK

A. All parties shall:

- i. Designate a staff liaison for purposes of discussing and resolving coordination matters. Upon such designation, each party shall provide the other party written notice of the liaison’s name and contact information.
- ii. Designate key Agency officials authorized to resolve substantive issues stemming from performance of this Agreement, including but not limited to issues not resolved at the liaison level.

B. The NPS shall:

- i. Reimburse the County for all costs and expenses associated with consulting services through Ayres Associates for assessment, survey, Geotech, permitting, design, construction, administration and post design services:
 - i. Consulting Services: \$125,000
 - ii. Construction: \$675,000
- ii. The NPS shall timely pay such funding to the County on a reimbursable basis upon receipt of invoices submitted by the County. Such invoices shall be submitted in a form and format as determined by the NPS, up to \$800,000.

C. The County shall:

- i. Complete the design and construction within a time frame mutually agreed upon by each of the parties.
- ii. Timely submit all invoices, in a form and format determined by the NPS, to the NPS for reimbursement of all costs and expenses incurred in completing the work herein.
- iii. Upon request, provide necessary information as determined by the NPS, to facilitate the NPS’s acceptance of the repairs completed to the ramp.

ARTICLE IV – TERM OF AGREEMENT

This Cooperative Management Agreement shall be effective upon full execution, and shall expire upon NPS’s acceptance of the repaired ramp.

ARTICLE V – KEY OFFICIALS

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- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:
1. **For the NPS:**
 - (a) Gordie Wilson, Superintendent, Fort Matanzas National Monument
 2. **For the County:**
 - (a) St. Johns County Administrator or their designee
- B. **Communications** – The parties will address any communication regarding this Agreement to the key officials.
- C. **Changes in Key Officials** – The NPS or the County may change the Key Officials upon 30 days written notice to the other party.

ARTICLE VI – EXPENDITURE OF FUNDS

Funds expended shall not exceed \$800,000 without approval from NPS. The procedures for accessing the expenses and the total costs of completing the repairs to the Beach Ramp shall be created by the NPS and abided by the County. Upon completion, such procedures shall be attached hereto and incorporated herein.

ARTICLE VII – PRIOR APPROVAL

The County shall obtain approval by the NPS prior to: (1) finalizing design/plans for the repairs to the Beach Ramp; (2) selecting any third party to complete performance of all or any portion of the work described in this Agreement; and (3) commencing repairs to the Beach Ramp.

ARTICLE VIII – LIABILITY

The parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their duties/employment, to the fullest extent permitted by law, subject to any applicable statutory limitations of liability, including Section 768.28 Florida Statutes and the Federal Tort Claims Act. This section shall not operate as a waiver of either party's sovereign immunity.

If any third parties are used in implementing this Agreement, prior to beginning any work, such third party shall provide proof of adequate insurance coverage in the types and amounts mutually agreed upon by each of the parties.

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ARTICLE IX – REPORTS AND/OR OTHER DELIVERABLES

The parties shall mutually agree on the reports and other deliverables to be provided to each other under this Agreement.

ARTICLE X – PROPERTY UTILIZATION

Any tools, equipment, material, or other property supplied by NPS in performance of this Agreement shall remain the property of the NPS. Similarly, any tools, equipment, material, or other property supplied by the County in performance of this Agreement shall remain the property of the County.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by authorized representatives of each of the parties.
- B. Prior to expiration, either the County or the NPS may terminate its participation in this Agreement by providing thirty (30) days written notice to the other parties.

ARTICLE XII – STANDARD CLAUSES

1. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*: as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
2. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by *Public Law 107-273*, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for

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legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

- 3. **Anti-Deficiency Act - 31 U.S.C. §1341** - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 4. Pursuant to Section 129.07, Florida Statutes, to the extent the County's performance under this Agreement requires the expenditure of County funds, such performance shall be contingent upon sufficient funds being appropriated for that purpose in the County's budget for that fiscal year. While the County will make all reasonable efforts to provide the funds needed to perform its duties under this Agreement, nothing contained in this Agreement shall operate as a commitment on the part of the County to appropriate funds during any given fiscal year.

ARTICLE XIII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

<u>Gordon J. Wilson</u>	<u>OCTOBER 13, 2023</u>
Superintendent, Fort Matanzas National Monument	Date

_____	_____
St. Johns County Administrator or Designee	Date