

RESOLUTION NO. 2023-

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**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND AUTHORIZING THE CHAIR OF THE BOARD TO JOIN IN THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE BUREAU OF OCEAN ENERGY MANAGEMENT OF THE DEPARTMENT OF THE INTERIOR, THE DEPARTMENT OF THE ARMY AND ST JOHNS COUNTY REGARDING THE ONE-TIME PLACEMENT OF ADDITIONAL SAND IN CONNECTION WITH THE EMERGENCY NOURISHMENT OF THE ST. JOHNS COUNTY COASTAL STORM RISK MANAGEMENT PROJECT AT SOUTH PONTE VEDRA AND VILANO BEACH.**

**RECITALS**

**WHEREAS**, the U.S. Army Corps of Engineers (“USACE”) and St. Johns County (“County”) entered into a Project Partnership Agreement for the St. Johns County Coastal Storm Risk Management Project at South Ponte Vedra And Vilano Beach (“Project”) in 2019; and,

**WHEREAS**, the U.S. Army Corps has scheduled a federally funded emergency repair scheduled for the summer of 2023; and,

**WHEREAS**, property owners of certain vacant lands within the project area have expressed interest in receiving a one-time placement of additional sand on their vacant lots landward of the perpetual easement in connection with the periodic nourishment of the project; and,

**WHEREAS**, the USACE has provided a Memorandum of Agreement (the “Agreement”), attached hereto as Exhibit “A”, for the additional work with, the non-federal sponsor providing to the Government funds to pay all costs, associated with the additional placement to be carried out in connection with the nourishment of the Project; and,

**WHEREAS**, participating vacant properties will sign an escrow agreement, based on the USACE estimate plus a 25% contingency, to cover the non-federal cost to place sand on their property.

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

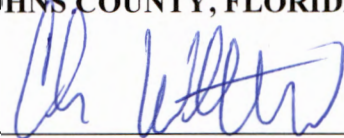
Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Chair of the Board is hereby authorized to execute the Agreement between the Department of the Army and St. Johns County in substantially the form attached.

Section 3. To the extent that there are typographic 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.

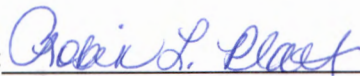
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 7<sup>th</sup> day of February, 2023.

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

By:   
Christian Whitehurst, Chair

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

**Rendition Date** FEB 07 2023

By:   
Deputy Clerk



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
**ST. JOHNS COUNTY, FLORIDA**  
FOR ADDITIONAL SAND PLACEMENT  
IN CONNECTION WITH PERIODIC RENOURISHMENT OF  
**THE ST. JOHNS COUNTY, FLORIDA**  
**COASTAL STORM RISK MANAGEMENT PROJECT (SOUTH PONTE VEDRA  
BEACH AND VILANO BEACH REACHES)**

This MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Commander, Jacksonville District (hereinafter the “District Commander”), and the St. Johns County, Florida (hereinafter the “Non-Federal Interest”), represented by the Chair of its Board of County Commissioners.

WITNESSETH, THAT:

WHEREAS, the St. Johns County Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) at St. Johns County, Florida (hereinafter the “Project”) was authorized for construction by Section 1401(3) of the Water Resources Development Act of 2018 (Public Law 115-270);

WHEREAS, the Non-Federal Interest requests placement of sand on its beaches beyond the limits of the Project (hereinafter the “Additional Placement”) and agrees to pay all costs of such sand placement; and

WHEREAS, the Government is authorized pursuant to 33 U.S.C. 701h to carry out the Additional Placement in connection with periodic renourishment of the Project.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Non-Federal Interest shall provide to the Government funds to pay all costs, including the costs of environmental compliance, supervision and administration, and engineering and design, associated with the Additional Placement to be carried out in connection with periodic renourishment of the Project. While the Government will endeavor to limit the additional costs associated with the Additional Placement to the current estimate of \$500,000, the Non-Federal Interest acknowledges that the actual costs for the Additional Placement may exceed such estimated amount due to claims or other unforeseen circumstances and that the Non-Federal Interest is responsible for all costs, including any claims, related to the Additional Placement.

2. Within thirty (30) calendar days of execution of this MOA, the Non-Federal Interest shall provide to the Government \$500,000. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Interest in writing of the amount, and, no later than thirty (30) calendar days from receipt of such notice, the Non-Federal Interest shall provide to the Government the full amount of the additional funds.

3. The Non-Federal Interest shall provide the funds to the Government by delivering a check payable to "FAO, USAED Jacksonville (K3)" to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

4. The Government shall not commence the Additional Placement until: a) all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341); and b) the Non-Federal Interest has provided to the Government authorization for entry to all lands, easements, and rights-of-way the Government determines to be required for the Additional Placement.

5. The Government shall provide the Non-Federal Interest with quarterly reports of obligations for the Additional Placement. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of the funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter until the Government concludes the Additional Placement.

6. Upon completion of the Additional Placement and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of such work and furnish the Non-Federal Interest with written notice of the results of such final accounting. Such final accounting shall in no way limit the Non-Federal Interest's responsibility to pay for all costs associated with the Additional Placement, including contract claims or any other liability that may become known after the final accounting. If such costs are more than the amount of funds provided by the Non-Federal Interest, the Non-Federal Interest shall provide the required additional funds within thirty (30) calendar days of such written notice by delivering a check payable to "FAO, USAED Jacksonville District (K3)" to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If such costs are less than the amount of funds provided by the Non-Federal Interest, the Government shall refund the excess to the Non-Federal Interest within thirty (30) calendar days of such written notice, subject to the availability of funds.

7. Before either party to this MOA may bring suit in any court concerning an issue relating to this MOA, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

8. In the exercise of their respective rights and obligations under this MOA, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

9. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Interest:

Chair  
St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, Florida 32084

If to the Government:

District Commander  
Jacksonville District  
P.O. Box 4970  
Jacksonville, Florida 32232-0019

A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

10. This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may unilaterally terminate further performance under this MOA by providing at least 15 calendar days written notice to the other party. In the event of termination, the Non-Federal Interest remains responsible for any and all costs incurred by the Government under this MOA and for any and all costs of closing out or transferring any ongoing contracts.

IN WITNESS WHEREOF, the parties have executed this MOA, which shall become effective upon the date it is signed by the District Commander.

THE DEPARTMENT OF THE ARMY

St. Johns County Board of County  
Commissioners

BY: \_\_\_\_\_  
James L. Booth  
Colonel, U.S. Army

BY: \_\_\_\_\_  
Christian Whitehurst, Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_