

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 AN AMMENDMENT TO THE PROJECT PARTNESHIP AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND ST JOHNS COUNTY REGARDING THE EMERGENCY NOURISHMENT OF THE ST. JOHNS COUNTY COASTAL STORM RISK MANAGEMENT PROJECT AT SOUTH PONTE VEDRA AND VILANO BEACH, AND AUTHORIZING THE MANAGEMENT AND BUDGET DIRECTOR TO EXECUTE THE REQUIRED SELF CERTIFICATION OF FINANCIAL CAPABILITY.

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, the USACE has requested the Project Partnership Agreement be amended to clarify the public use and access requirements for the Project, without changing the requirements of the Project Partnership Agreement; and,

WHEREAS, the Amendment to the Project Partnership Agreement (the “Amendment”), attached hereto as Exhibit “A”; and,

WHEREAS, the County is required to submit a Self-Certification of Financial Capability, attached hereto as Exhibit “B”, in order to receive the final approval to execute the Amendment.

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.

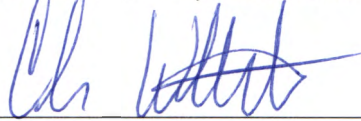
Section 2. The Chair of the Board is hereby authorized to execute the Amendment between the Department of the Army and St. Johns County in substantially the form attached, upon receipt of the approved originals.

Section 3. The Management and Budget Director is authorized to execute the required Self-Certification of Financial Capability form.

Section 4. 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 7th 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



Exhibit "A" to Resolution

AMENDMENT NUMBER 1
TO THE
PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
ST JOHNS COUNTY, FLORIDA
FOR THE
ST JOHNS COUNTY, FLORIDA
COASTAL STORM RISK MANAGEMENT PROJECT
(SOUTH PONTE VEDRA BEACH
AND VILANO BEACH REACHES)

This Amendment Number 1 is entered into this _____ day of _____, 2022, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Jacksonville District (hereinafter the "District Commander") and St. Johns County, Florida (hereinafter the "Non-Federal Sponsor"), represented by the Chair of its Board of County Commissioners.

WITNESSETH, THAT:

WHEREAS, on April 23, 2019, the Government and the Non-Federal Sponsor entered into a Project Partnership Agreement (hereinafter the "Agreement") for construction of the St. Johns County Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) (hereinafter the "Project", as defined in Article I.A. of the Agreement);

WHEREAS, based on authorizing legislation and long-standing policy, the Corps may only undertake coastal storm risk management projects that serve the public interest and where the beaches involved are open to all **on equal terms in a manner compatible with the authorized purpose of the Project**; and

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to clarify the Government's long-standing public use and access requirements for the Project.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement as follows:

1. Delete “and” at the end of the fourth WHEREAS clause and insert the following after the fifth WHEREAS clause:

“WHEREAS, based on authorizing legislation and long-standing policy, the Corps may only undertake coastal storm risk management projects that serve the public interest and where the beaches involved are open to all on equal terms in a manner compatible with the authorized purpose of the Project; and”.

2. Replace Article II.L. with the following:

“L. For shores, other than Federal shores, protected pursuant to this Agreement using Federal Funds, the Non-Federal Sponsor shall ensure the public use of, and access to, such shores by all on equal terms in a manner compatible with the authorized purpose of the Project.”

3. All other terms and conditions of this Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number 1, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

ST. JOHNS COUNTY, FLORIDA

BY: _____
James L. Booth
Colonel, U.S. Army
District Commander

BY: _____
Christain Whitehurst
Chair
Board of County Commissioners

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, David Migut, do hereby certify that I am the principal legal officer for the St. Johns County, Florida, that the St. Johns County, Florida is a legally constituted public body with full authority and legal capability to perform the terms of the Amendment Number 1 between the Department of the Army and the St. Johns County, Florida in connection with the St. Johns County Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of the St. Johns County, Florida acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20__.

David Migut
County Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Christian Whitehurst
Chair
St. Johns County Board of
County Commissioners

DATE: _____

Exhibit "B" to Resolution

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Jesse Dunn, do hereby certify that I am the Chief Financial Officer of the St. Johns County, Florida (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches); and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Amendment Number 1 to the Project Partnership Agreement between the Project Partnership Agreement between the Department of the Army and St Johns County, Florida for the St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches).

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of

_____, _____.

SIGNATURE: _____

BY: Jesse Dunn

TITLE: Director, Office of Management & Budget

DATE: _____