

ORDINANCE NO. 2018- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AMENDING ST. JOHNS COUNTY ORDINANCE 2017-59; MAKING FINDINGS OF FACT; AMENDING THE DEFINITION OF “PROJECT” IN SECTION 2 OF ORDINANCE 2017-59 TO INCLUDE THE U.S. ARMY CORPS OF ENGINEERS STORM RISK MANAGEMENT PROJECT; REMOVING REFERENCES TO THE WEST PONTE VEDRA AND VILANO BEACHES DUNE AND BEACH RESTORATION MUNICIPAL SERVICE TAXING UNIT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1. Findings of Fact.

(A) On December 19, 2017, the St. Johns County Board of County Commissioners (the Board) enacted St. Johns County Ordinance 2017-59 (the MSTU Ordinance), which created the East Beach Restoration MSTU, Middle Beach Restoration MSTU, and West Beach Restoration MSTU for the purpose of funding a proposed dune restoration project in South Ponte Vedra and Vilano Beaches.

(B) On July 6, 2018, it was announced that the U.S. Army Corps of Engineers would be investing supplemental disaster relief funds in St. Johns County for the renourishment of South Ponte Vedra Beach and Vilano Beach as part of the U.S. Army Corps of Engineers Long-Term Disaster Recovery Investment Program (the Corps Project).

(C) At its July 17, 2018 meeting, the Board of County Commissioners directed County staff to bring back amendments to the MSTU ordinance amending the project description to include the Corps Project and amending the description of the taxing unit to include all properties within the area encompassed by the Corps Project.

(D) The Corps Project includes the properties within the East and Middle Beach Restoration MSTUs as set forth in Section 3 of the MSTU Ordinance.

Section 2. Section 2 of St. Johns County Ordinance 2017-59 is amended as follows:

DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings, unless the context hereof otherwise requires:

“Coastal Construction Control Line” means the line established in accordance with Section 161.053, Florida Statutes, which represents the landward limit of areas at risk of significant

damage to upland structures from 100-year storm surge, storm waves, or other predictable weather conditions.

"East Beach Restoration MSTU" means the East Ponte Vedra and Vilano Beaches Dune and Beach Restoration Municipal Service Taxing Unit created in Section 3(A) of this Ordinance.

"Middle Beach Restoration MSTU" means the Middle Ponte Vedra and Vilano Beaches Dune and Beach Restoration Municipal Service Taxing Unit created in Section 3(B) of this Ordinance.

"MSTUs" shall mean collectively the East Beach Restoration MSTU, and the Middle Beach Restoration MSTU, ~~and the West Beach Restoration MSTU.~~

"Parcel" means a parcel of property located within the County to which the St. Johns County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Principal Building" means, as defined in Article XII, Definitions, of the St. Johns County Land Development Code, the structure in which the principal use of the parcel is conducted on which such structure is situated.

"Project" means:

(A) ~~€~~The dune restoration project (\$20 million alternative) to be constructed within the limits of the MSTU as outlined in a September 19, 2017 report entitled "Proposed Dune Restoration Project in South Ponte Vedra and Vilano Beaches Estimates of Cost, Life, and Level of Protection," from Rajesh Srinivas, the County's coastal engineer, and as described to the County in a meeting held on December 19, 2017; and

(B) The St. Johns County, Florida – South Ponte Vedra Beach, Vilano Beach – Coastal Storm Risk Management Project described in the Final Integrated Feasibility Study and Environmental Assessment dated March 2017 and approved by the Bipartisan Budget Act of 2018 (Public Law 115-123).

~~**"West Beach Restoration MSTU"** means the West Ponte Vedra and Vilano Beaches Dune and Beach Restoration Municipal Service Taxing Unit created in Section 3(C) of this Ordinance.~~

Section 3. Section 3(C) of St. Johns County Ordinance 2017-59 is deleted in its entirety.

Section 4. Section 4(A) of St. Johns County Ordinance 2017-59 is amended as follows:

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the MSTUs beginning with the County budget for the fiscal year beginning October 1, 2018. The budget and millage rate for the MSTUs shall be approved and

levied in the manner provided by general law for the levy of County ad valorem taxes. Millage may only be levied with the MSTUs until the County's share of the Project cost has been repaid, ~~which includes up to \$10 million in principal plus associated financing costs.~~

Section 5. Severability.

If any part of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remainder of this ordinance.

Section 6. Effective Date.

This ordinance shall be effective upon a certified copy being filed with the Florida Department of State.

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, Florida, this ____ day of September, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Deputy Clerk



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
CIVIL WORKS
108 ARMY PENTAGON
WASHINGTON DC 20310-0108

AUG - 9 2018

MEMORANDUM FOR Deputy Commanding General for Civil and Emergency
Operations

SUBJECT: Policy Guidance on Implementation of Supplemental Appropriations in the
Bipartisan Budget Act of 2018

1. References:

a. Bipartisan Budget Act of 2018 (Public Law 115-123), Division B, Subdivision 1,
Title IV (Enclosure 1).

b. Balanced Budget and Emergency Deficit Control Act of 1985 (Public Law
99-177), as amended.

2. General.

a. This document provides implementation guidance for supplemental appropriations in the Investigations, Construction, Mississippi River and Tributaries (MR&T), Operation and Maintenance, and Expenses appropriations. Implementation guidance for the Flood Control and Coastal Emergencies appropriation is provided separately, dated 11 May 2018. It is my expressed intent that the USACE act as expeditiously as possible to initiate and complete the projects and studies identified in the Long-term Disaster Recovery Investment Plans (LDRIPs).

b. Funds appropriated in Public Law 115-123 are designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

c. In accordance with Public Law 115-123, my office will provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate reflecting the allocation and obligation of all funding provided by Public Law 115-123. In accordance with standard practice, your office will consolidate this monthly report with the monthly reports on other supplemental appropriations using data as of the end of each month, and furnish each monthly report to my office for transmittal. In addition, your office will provide, at least quarterly, in-person execution updates to Office of the Assistant Secretary of the Army (Civil Works) (ASA (CW)) and Office of Management and Budget (OMB) leadership and will also provide similar relevant information to the appropriations committees.

d. In accordance with Section 20401 of Public Law 115-123, in Fiscal Year (FY) 2018, and each FY thereafter, the Chief of Engineers of the U.S. Army Corps of Engineers shall transmit to the Congress, after reasonable opportunity for comment, but

without change, by the Assistant Secretary of the Army for Civil Works, a monthly report, the first of which shall be transmitted to Congress not later than two days after the date of enactment of this subdivision and monthly thereafter, which includes detailed estimates of damages to each Corps of Engineers project, caused by natural disasters or otherwise. Please have your staff prepare the monthly reports based on data as of the end of each month, and furnish the draft reports to my office for comment not later than the 7th day of each month.

3. Long-term Disaster Recovery Investment Plans.

a. Long-term Disaster Recovery Investment Plans (LDRIPs) have been approved for each of the following accounts for Public Law 115-123: Investigations; Construction (other than the \$55,000,000 for short-term repairs); and Mississippi River and Tributaries (MR&T) work. The approved LDRIPs will be updated over time as additional information is developed on other studies and projects; however, it is not necessary to update LDRIPs for changes in the costs of already-included studies and projects. Coordination with this office and clearance by OMB (as conducted for the initially approved LDRIPs) are required for updates to the LDRIPs, and, while changes in costs for approved projects are not required to be coordinated or cleared, these changes will be provided to my office as they are identified. As was done for the initial LDRIPs, this office will continue to transmit updates to the LDRIPs to the Appropriations Committees of the House of Representatives and Senate as a courtesy. The approved LDRIPs, as well as updates to the LDRIPs, for each appropriation should be posted on the Corps web site, which is available to the general public. In addition, the Corps should consider the use of various authorities (such as WRRDA 2014, Section 1043) that encourage expanded non-Federal participation in studies and projects.

b. The LDRIP for Construction will include \$50,000,000 in reserve for the Continuing Authorities Program (CAP). This amount may be reduced in future updates to the plan as additional information is developed. Headquarters, U.S. Army Corps of Engineers (HQUSACE), will determine the allocation of CAP funding among CAP projects based on performance. Allocation of CAP funds should be reported to this office along with the monthly allocation and obligation report.

c. The Investment Plan for the \$400,000,000 amount for MR&T will follow the guidance on Investigations and Construction, except that for mega-projects such as Channel Improvement and Mississippi River Levees, useful increments of work instead of entire projects may be included for completion.

4. Investigations.

a. Public Law 115-123 appropriates \$135,000,000 in Investigations funds (Supplemental Investigations funds), to remain available until expended, for necessary expenses related to the completion, or initiation and completion, of authorized flood and storm damage reduction studies, including shore protection. It further provides that the funds are for high-priority studies of projects in States and insular areas (territories) with more than one flood-related major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) in calendar years 2014, 2015, 2016, or 2017. Thirty-three states and three territories meet the criteria and are listed in Enclosure 2. Of that lump sum amount, not less than \$75,000,000 is available for studies in such States and insular areas (territories) that

were impacted by Hurricanes Harvey, Irma, and Maria (HHIM). The States and territories that were also impacted by HHIM are listed in Enclosure 3.

b. Studies must be Federally authorized in order to be eligible to be undertaken using Supplemental Investigations funds. Public Law 115-123 did not provide authority for the Corps of Engineers to undertake a study that is not otherwise authorized.

c. Feasibility studies that are predominantly for flood and storm damage reduction are eligible to be considered for Supplemental Investigations funds. In addition, comprehensive and watershed studies that are predominantly for flood and storm damage reduction, even if there are other ancillary purposes, are eligible for consideration. Both structural and non-structural measures will be considered. Studies may address long-range measures to reduce exposure to risks from floods and coastal storms. In addition, studies of projects located partially in a State identified in Enclosure 2 or 3, and primarily benefitting such State, are eligible to be considered for this funding.

d. In addition to comprehensive studies and watershed studies, feasibility studies (including General Reevaluation Studies) as well as work needed to reach a document supporting a construction decision and inclusion of the project in the Construction Investment Plan will be funded in Investigations. Types of studies are as follows:

(1) Study new starts, leading to preparation of a Chief's Report or a Director's Report or a watershed assessment or a comprehensive report. New study starts are studies that have never been funded in the Investigations appropriation, including former Continuing Authorities Program projects migrating to the Investigations account for the first time.

(2) Active studies that are currently proceeding in accordance with a vertical team aligned scope, schedule and budget, and leading to preparation of a Chief's Report for new authorization or a Director's Report, if additional authorization is not required.

(3) Study resumptions, leading to preparation of a Chief's Report for new authorization or a Director's Report, if additional authorization is not required. Study resumptions are formerly Inactive studies that become Active once the Division Commander signs a memorandum reactivating the study.

(4) Public Law 115-123 provides that a project that is studied using Supplemental Investigations funds is eligible for implementation using Construction funds provided in that Act if the Secretary determines that the project is technically feasible, economically justified, and environmentally acceptable. For the Rio Grande de Loiza, Rio Guanajibo at Mayaguez, and Rio Nigua at Salina projects, Investigations funds will be provided to verify that the scope of each project as identified in its Chief Report is the project that is being proposed for implementation using Construction funds provided in Public Law 115-123. The verification and Chief's Report for each project will be provided to the ASA(CW) for the required determination of technical feasibility, economic justification, and environmental acceptability, after which implementation of the project may be undertaken using Supplemental Construction funds.

e. Enclosure 4, dated July 5, 2018, identifies the studies that will be funded with Supplemental Investigations funds as part of the LDRIP. In accordance with paragraph 3, this list may be updated as necessary. Before Supplemental Investigations may be

used, any Federal funds previously provided for a study, including funds carried into FY 2018 as well as funds provided in the FY 2018 workplan, will be used first, with such funds remaining subject to cost sharing. In addition, for the Coastal Texas Protection and Restoration Study, the amount of Supplemental Investigations funds that will be made available for the study will be reduced by the amount provided in the FY 2019 President's Budget, with such amount subject to cost sharing. An interim accounting and cost share balancing will be undertaken to ensure that any regular funding, i.e., any funding other than Supplemental Investigations funds provided for the study, is appropriately cost shared.

f. Cost Sharing Agreement. No cost sharing agreement is required for the South Atlantic Coastal Comprehensive Study and the Houston Regional Watershed Assessment. For feasibility studies (including General Reevaluation Studies), a new feasibility cost sharing agreement (FCSA) or an amendment to the existing FCSA is required to address use of Supplemental Investigations funds at 100 percent federal expense.

(1) HQUSACE is authorized to develop and approve FCSAs, and amendments to existing FCSAs, for studies in the LDRIP and to delegate to the Division Commander authority to approve use of such FCSAs and amendments. In addition, authority to execute a FCSA or amendment, once approved, may be delegated to the District Commander.

(2) To ensure studies are being expedited, the FCSA or amendment to the FCSA, as applicable, should be executed as soon as possible. A significant delay in agreement execution may result in de-selection from the LDRIP.

g. Initial Funding of New Studies and Resumptions. To enable success for new and resuming studies approved for Supplemental Investigations funds, the Division Chief of Planning & Policy may approve the use of up to \$100,000 to establish the project delivery team, hold a scoping meeting, develop a draft Project Management Plan, and negotiate the FCSA or amendment. For resumptions, the \$100,000 includes any regular funding currently unobligated on the study, with the remainder, if any, being Supplemental Investigations funds. All Supplemental funding used on a study is included in the calculation of the total study cost.

h. Applicable Policies and Guidance. Except as otherwise noted, studies funded by Public Law 115-123 will be undertaken in accordance with existing Civil Works policies and guidance and incorporate SMART Planning principles. Consistent with current procedures, divisions will coordinate with HQUSACE to identify, document, and pursue opportunities to expedite completion of these studies and associated review and approval procedures in compliance with, but not limited to, Section 1001 of WRRDA 2014 and, for feasibility studies, the "3x3x3" rule and Section 1002 of WRRDA 2014.

i. Generally, feasibility studies funded by Public Law 115-123 will be conducted for not more than \$3 million and will be completed within 36 months, consistent with Section 1001 of WRRDA 2014. If a cost exemption is approved for a study, those additional costs may be funded from remaining Supplemental Investigations funds. However, if available remaining Supplemental Investigations funds are exhausted, then the additional costs will be cost shared and the Federal portion of those remaining costs

will compete for funding from annual Investigations funding. If additional cost sharing is required, the FCSA will need to be amended..

5. Construction.

a. Public Law 115-123 provides \$15,055,000,000 in Construction funding (Supplemental Construction funds) to address emergency situations at Corps of Engineers projects, and to construct, and to rehabilitate and repair damages caused by natural disasters to, Corps projects. Of that amount, \$15,000,000,000 is available to construct flood and storm damage reduction projects in States and insular areas (territories) with more than one flood-related major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) in calendar years 2014, 2015, 2016, or 2017. Thirty-three states and three territories meet the criteria and are listed in Enclosure 2. Additionally, not less than \$10,425,000,000 of the \$15,000,000,000 is available for projects within such States and insular areas (territories) that were also impacted by HHIM. The States and territories that meet the criteria and also were also impacted by HHIM are listed in Enclosure 3. Further, Public Law 115-123 provides that all repair, rehabilitation, study, design, and construction of Corps of Engineers projects in Puerto Rico and the United States Virgin Islands (USVI), using the Supplemental Construction funds, shall be conducted at full federal expense.

b. Within the lump sum Construction appropriation, \$55,000,000 is available to repair to pre-storm condition Corps projects nation-wide that are under construction and that were damaged by natural disasters. This amount will be used only for damage repairs on projects not listed in the LDRIP for Construction (see paragraph 5.c.). Damage repairs include emergency dredging of shoaled material resulting from floods and storms. Projects receiving these repair funds are not limited to flood and coastal storm damage reduction projects. Funding will be distributed for the highest priority dredging and repairs based on risks and consequences. Repairs to damages not resulting from natural events are not eligible for this funding. Repairs funded from this amount in Puerto Rico and USVI will be undertaken at full federal expense. Other repairs funded from this amount will be cost shared normally. For projects included in LDRIP for Construction, repairs will be undertaken as part of construction of the project in accordance with paragraph 5.c., with cost sharing depending on whether construction of the project will be undertaken using Public Law 115-123 funds as "ongoing construction" or not "ongoing construction".

c. Long-term Flood and Storm Damage Reduction

(1) \$15,000,000,000 of the Construction funds is for flood and storm damage reduction projects, including shore protection projects, in the States and territories listed in Enclosure 2. Of that amount, not less than \$10,425,000,000 is for such projects in the HHIM-impacted States and territories listed in Enclosure 3. Only projects that are predominantly for flood and storm damage reduction are eligible for this funding; in addition, separable elements of such projects that are not for flood and storm damage reduction are not eligible for this funding.

(a) The flood and storm damage reduction projects eligible for the funding include: 1) currently authorized projects; 2) projects that are authorized in the future; 3) projects that have signed Chief's Reports as of February 9, 2018, but have not yet been

authorized; and 4) projects that are not yet authorized, but that were studied using funds provided in Public Law 115-123 under the "Investigations" heading. For the last two categories of projects (not yet authorized projects), the ASA(CW) must also find that the project is technically feasible, economically justified, and environmentally acceptable. For this purpose, the Chief's Report or the verification required under paragraph 4.d(4), will be submitted to this office to support such a determination. A project partially located in a State identified in Enclosure 2 or 3 and primarily benefitting that State is eligible to be considered for inclusion in the LDRIP for Construction.

(b) Enclosure 5, dated July 5, 2018, identifies the projects that will be funded with Supplemental Construction funds as part of the LDRIP. In accordance with paragraph 3, this list may be updated as necessary. Before Supplemental Construction funds may be used, any Federal Construction funds previously provided for the project, including funds carried into FY 2018, as well as funds provided in the FY 2018 workplan, will be used first, with work funded with non-Supplemental Construction funds remaining subject to cost sharing. In addition, the amount of Supplemental Construction funds that will be made available for each of the following projects will be reduced by the amount provided in the FY 2019 President's Budget for that project, with such amount subject to cost sharing: Herbert Hoover Dike, FL; Buffalo Bayou and Tributaries, TX; Lewisville Dam, TX; Isabella Lake, CA; Santa Anna River Mainstem, CA; Yuba River Basin, CA; and Bluestone Lake, WV. In the case of construction being performed by a non-Federal sponsor under an executed reimbursement PPA, costs eligible for reimbursement using Supplemental Construction funds are those costs incurred after February 9, 2018, i.e., when the obligation takes place, such as the date of award of a construction contract.

(c) Any costs of a locally preferred plan that are in excess of the cost of the National Economic Development Plan for a project remain the responsibility of the non-Federal sponsor, which must pay such costs during construction of the project.

(2) The LDRIP for Construction for long-term flood and coastal storm damage reduction will fund projects of the following types, leading to completion of the projects:

(a) New construction starts, with a commitment to the completion of the projects. New construction starts are projects that have never been funded in the Construction appropriation. Documentation supporting a new start decision includes the Chief's Report and the determination, if required, by the ASA(CW) that the project is technically feasible, economically justified, and environmentally acceptable. All work needed to complete that project, including engineering and design, will be funded in Construction.

(b) "Ongoing construction projects," with a commitment to the completion of the projects. An "ongoing construction project" includes all separable elements of that project.

(i) "Ongoing construction projects" include authorized Corps projects that have received Construction account appropriations (an initial work allowance from a Statement of Managers, work plan, or supplemental appropriation) in any of the previous three fiscal years (FY 2015, 2016, or 2017). A shore protection project that has received funding for initial construction, or for a cycle of periodic renourishment, in one of these fiscal years, is eligible for funding to complete that initial construction, or

that particular cycle of periodic renourishment, respectively, as an “ongoing construction project”.

(ii) “Ongoing construction projects” also include authorized projects with an executed agreement providing for non-Federal sponsor construction, with potential reimbursement (such as section 211 for flood damage reduction or section 206 for shore protection), if the project was under construction during FY 2015, 2016, or 2017, even if no reimbursements have been provided previously for the project. It also includes a cycle of periodic renourishment to be completed prior to the end of calendar year 2020 for a project that is under construction by the non-federal sponsor during one of these fiscal years as eligible for reimbursement as an “ongoing construction project”.

(iii) “Construction account appropriations for monitoring of the performance of renourishments do not count as appropriations for physical construction.

(iv) Of the projects listed in the LDRIP for Construction, Enclosure 5 identifies those projects that meet the requirements to be considered an “ongoing construction project”. This list will be revised or updated as needed.

(c) Other projects that were funded in the Construction appropriation previously but that are not “ongoing construction projects,” with a commitment to completion of the projects. If the latest economic update was not within five years, the district with responsibility should use available or reprogrammed funds to perform an economic update, then submit the project for consideration for Supplemental Construction funding. Existing policy on cost certification also should be followed.

(3) Cost Sharing and Real Estate Requirements - Ongoing Construction Projects, and Projects in Puerto Rico and USVI. Public Law 115-123 provides that the completion of “ongoing construction projects” and all repair, rehabilitation, study, design, and construction of Corps of Engineers projects in Puerto Rico and USVI, using Construction funding provided in Public Law 115-123, shall be conducted at full Federal expense.

(a) The non-Federal sponsors remain responsible for the provision of lands, easements, and rights-of-way (LER). Subject to the availability of Public Law 115-123 funds and the following conditions, the value of LER acquired by the non-Federal sponsors for work that will be performed at full Federal expense will be eligible for reimbursement by the Government. For a project with an existing Project Partnership Agreement (PPA), the Corps will reimburse non-Federal sponsors for the value of LER acquired from private owners after the date of execution of an amendment to the PPA providing for completion of construction at full Federal expense. For a project for which no PPA has been executed, the Corps will reimburse non-federal sponsors for the value of required LER acquired from private owners after the date of execution of the PPA.

(b) As discussed in paragraph 5c3(a), the non-Federal sponsors remain responsible for the provision of LER. If any acquisition assistance is requested by the non-Federal sponsor, the District will promptly notify HQUSACE (including the RIT and CEMP-CR) of the request. Acceptance of requests will be at the sole discretion of the Corps and reviewed and processed in accordance with the procedure outlined in ER 405-1-12, para.,12-34. A non-Federal sponsor must formally request assistance in writing no later than 30 calendar days after the Corps provides the non-Federal sponsor with

written descriptions of the real property interests required for a project. Under no circumstances will the Corps agree to acquire any real property interest on behalf of a non-Federal sponsor if the non-Federal sponsor has initiated negotiations with the owner of the real property interest.

(c) Among other requirements of Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), non-Federal sponsors must observe the land acquisition policies in Section 4651 of Title 42 of the U.S. Code when acquiring real property interests. These policies include, but are not limited to, appraising real property interests before initiating negotiations with landowners, offering an amount no less than the appraised value as just compensation, not requiring landowners to surrender possession of real property interests before paying the agreed upon purchase price or depositing with the court an amount not less than the approved appraised value, not taking any coercive actions to compel an agreement on the price to be paid for real property interests, and instituting formal condemnation proceedings in the event real property interests are to be acquired by exercise of the power of eminent domain.

(4) Cost Sharing and Real Estate Requirements - Projects Outside of Puerto Rico and USVI That Are Not "Ongoing Construction Projects," including new starts and projects that had previously received Construction funds but did not receive Federal funds in FY 2015, 2016, or 2017.

(a) For projects that are neither "ongoing construction projects" nor located in Puerto Rico or the USVI, normal cost sharing applies, except that the non-Federal sponsor may, but is not required to, finance its cash contribution, including the 5 percent cash contribution for flood damage reduction projects, for costs funded by Public Law 115-123 for up to 30 years after completion of the project in accordance with Section 103(k) of WRDA 1986. The financing provisions apply only to the work that is undertaken with Supplemental Construction funds, and do not apply, for instance, to future periodic renourishments that are not funded with these funds.

(b) For such projects, the non-Federal sponsors remain responsible for the provision of LER and utility/facility relocations. The value of the LER acquired from private owners after the date of PPA execution and utility/facility relocations provided by the non-Federal sponsor will be credited towards the non-Federal share of project costs in accordance with the terms of the PPA.

(c) As discussed in paragraph 5c4(b), the non-Federal sponsors remain responsible for the provision of LER and performance of utility/facility relocations. If any acquisition assistance is requested by the non-Federal sponsor, the District will promptly notify HQUSACE (including the RIT and CEMP-CR) of the request. Acceptance of requests will be at the sole discretion of the Corps and reviewed and processed in accordance with the procedure outlined in ER 405-1-12, para., 12-34. A non-Federal sponsor must formally request assistance in writing no later than 30 calendar days after the Corps provides the non-Federal sponsor with written descriptions of the real property interests required for a project. Under no circumstances will the Corps agree to acquire any real property interest on behalf of a non-Federal sponsor if the non-Federal sponsor has initiated negotiations with the owner of the real property interest.

(d) Among other requirements of Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), non-federal sponsors must observe the land acquisition policies in Section 4651 of Title 42 of the U.S. Code when acquiring real property interests. These policies include, but are not limited to, appraising real property interests before initiating negotiations with landowners, offering an amount no less than the appraised value as just compensation, not requiring landowners to surrender possession of real property interests before paying the agreed upon purchase price or depositing with the court an amount not less than the approved appraised value, not taking any coercive actions to compel an agreement on the price to be paid for real property interests, and instituting formal condemnation proceedings in the event real property interests are to be acquired by exercise of the power of eminent domain.

(5) The non-Federal sponsor is responsible for the costs of cleanup and response to hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675), that exist in, on, or under any of the real property interests required for construction, operation, maintenance, repair, replacement, and rehabilitation of a project. Such costs shall be paid solely by the non-Federal sponsor without reimbursement or credit by the Government.

(6) Public Law 115-123 did not change the responsibilities for operation, maintenance, repair, replacement, and rehabilitation (OMRR&R). Non-Federal sponsors remain responsible for all costs of OMRR&R.

(7) The provisions of section 902 of the Water Resources Development Act of 1986 do not apply to the Public Law 115-123 funding, and therefore, these funds are not included in calculating the total project cost to be compared to the section 902 limit for a project.

(8) Project Partnership Agreements and Amendments.

(a) No separate design agreement is required for projects included in the approved LDRIP for Construction. Once a project is included in the approved Construction Investment Plan, except as provided in paragraph 5.c.(1)(b) regarding use of previously provided Federal funds, Supplemental Construction funding may be used, at full Federal financing, for engineering and design, as well as for negotiation and processing of the PPA or PPA amendment, as applicable. However, the PPA or PPA amendment should be executed as soon as possible and in all cases must be executed prior to solicitation of the first construction contract using Public Law 115-123 Construction funds. All costs funded with Supplemental Construction funds will be included in total project costs and cost shared and / or financed in accordance with the applicable PPA or PPA amendment.

(b) For a project or separable element with an existing PPA, an interim accounting and cost share balancing will be undertaken to ensure that any regular funding, i.e., any funding other than Supplemental Construction funding provided for the project, is appropriately cost shared.

(c) HQUSACE will work with my office to develop basic model PPAs and PPA

Amendments. Once these basic models are approved, HQUSACE may approve non-substantial variations to such models based on experience as well as specific requirements associated with projects. In addition, HQUSACE may delegate to the Division Commander authority to approve use of a model PPA or PPA amendment, or a PPA or PPA Amendment with variations approved by HQUSACE. In addition, authority to execute a PPA or PPA amendment, once approved, may be delegated to the District Commander.

(9) Separate guidance will be developed to address a non-Federal sponsor request for Supplemental Construction funds to implement a project utilizing Section 1043 of the Water Resources Development Act of 2014.

(10) Continuing Authorities Program (CAP) Projects. Up to \$50,000,000 of the \$15,000,000,000 in Construction funds is available for Continuing Authority Program (CAP) projects for flood and storm damage reduction. Consistent with delegation of the CAP, HQUSACE is authorized to determine which CAP projects will be funded by Public Law 115-123 in accordance with the following guidance.

(a) In general, an individual CAP project will be considered for completion as an "ongoing construction project" at full federal expense if the project received funding in FY 2015, 2016, or 2017 for the Design and Implementation (D&I) phase. In addition, study, design and construction of CAP projects in Puerto Rico and USVI using Public Law 115-123 funds will be undertaken at full Federal expense. For CAP projects in the Feasibility phase and CAP projects in the D&I phase that are neither "ongoing construction projects" nor located in Puerto Rico or USVI, the non-federal cash contribution may be financed in accordance with Section 103(k) of WRDA 1986.

(b) Public Law 115-123 funding is included in calculating the Federal per-project limit for a project. Public Law 115-123 did not modify or waive the Federal per-project limits. D&I agreements will include the normal requirement that the non-Federal sponsor is responsible for any costs over the Federal per-project limit.

(c) For a discussion of converting a CAP project to an Investigations study, see paragraph 4.d.1.

6. Mississippi River and Tributaries.

a. Public Law 115-123 provided \$770,000,000 to address emergency situations at Corps of Engineers projects, and to construct, and rehabilitate and repair damages to Corps of Engineers projects, caused by natural disasters. Normal cost sharing, if any, and non-federal sponsor responsibilities apply.

b. \$400,000,000 is available to construct flood and storm damage reduction projects that were authorized as of the date of enactment of Public Law 115-123, and such projects that are authorized subsequently, once authorized. This funding may be used for feasibility studies leading to authorization and a construction decision, in which case Investigations guidance in paragraph 3 will be followed, as well as for engineering and design and construction, including rehabilitation costs normally funded from the Construction subdivision of the appropriation, in which case the Construction guidance in paragraph 4 will be followed. Channel improvement revetments and Mississippi River

levee construction was cleared on July 5, 2018 for multiple authorized states.

c. \$370,000,000 is available to address emergency situations at Corps of Engineers projects, and to construct, and rehabilitate and repair damages to Corps of Engineers projects, caused by natural disasters. Based on estimates provided to Appropriations Subcommittee staff, this amount is intended to be used for damage repairs only, including emergency dredging of shoaled material resulting from floods and storms. Funding will be distributed for the highest priority dredging and repairs based on risks and consequences. Dredging and repairs to damages not caused by natural events are not eligible for this funding.

7. Operation and Maintenance.

a. \$608,000,000 is provided to dredge Federal navigation projects in response to, and repair damages to Corps of Engineers federal projects caused by, natural disasters. Dredging and repairs to damages not caused by natural events are not eligible for this funding. Funding will be distributed for the highest priority dredging and repairs based on risks and consequences.

b. This appropriation provides that such sums as are necessary to cover the Federal share of eligible operation and maintenance costs for coastal harbors and channels, and for inland harbors shall be derived from the Harbor Maintenance Trust Fund (HMTF). Care should be taken that the proper accounting codes are used to identify funding for costs eligible to be derived from the HMTF.

8. Expenses. \$20,000,000 is provided to administer and oversee the obligation and expenditure of amounts provided in Public Law 115-123 for the Corps of Engineers. HQUSACE will distribute the funding based on Public Law 115-123 workload.

8. Funding of Studies and Projects.

a. Although the LDRIP reflects a commitment to complete all work leading to a construction decision and the LDRIP for Construction reflects a commitment to complete construction projects, funding will be provided to approved projects in increments based on need. This will help to avoid reprogramming difficulties in the event of cost savings, changes in non-Federal participation, or termination of project studies found to be no longer justified. Funding for CAP projects will also be incremental.

b. Repair and emergency dredging work funded in the Construction, Operation and Maintenance, and MR&T appropriations will be funded in increments, for instance, once for plans and specifications and once for the contract. This will help to avoid reprogramming difficulties in the event of cost savings or if higher priority repair and dredging work arises.

c. Expenses funding will be distributed based on the underlying Public Law 115-123 workload.

A handwritten signature in black ink, appearing to read "R. D. James", with a stylized flourish at the end.

R. D. James
Assistant Secretary of the Army
(Civil Works)

Encls

TITLE IV

CORPS OF ENGINEERS--CIVIL

DEPARTMENT OF THE ARMY

Investigations

For an additional amount for ``Investigations" for necessary expenses related to the completion, or initiation and completion, of flood and storm damage reduction, including shore protection, studies which are currently authorized or which are authorized after the date of enactment of this subdivision, to reduce risk from future floods and hurricanes, at full Federal expense, \$135,000,000, to remain available until expended: Provided, That of such amount, not less than \$75,000,000 is available for such studies in States and insular areas that were impacted by Hurricanes Harvey, Irma, and Maria: Provided further, That funds made available under this heading shall be for high-priority studies of projects in States and insular areas with more than one flood-related major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) in calendar years 2014, 2015, 2016, or 2017: Provided further, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985: Provided further, That the Assistant Secretary of the Army for Civil Works shall provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate detailing the allocation and obligation of these funds, including new studies selected to be initiated using funds provided under this heading, beginning not later than 60 days after the enactment of this subdivision.

Construction

For an additional amount for ``Construction" for necessary expenses to address emergency situations at Corps of Engineers projects, and to construct, and rehabilitate and repair damages caused by natural disasters, to Corps of Engineers projects, \$15,055,000,000, to remain available until expended: Provided, That of such amount, \$15,000,000,000 is available to construct flood and storm damage reduction, including shore protection, projects which are currently authorized or which are authorized after the date of enactment of this subdivision, and flood and storm damage reduction, including shore protection, projects which have signed Chief's Reports as of the date of enactment of this subdivision or which are studied using funds provided under the heading ``Investigations" if the Secretary determines such projects to be technically feasible, economically justified, and environmentally acceptable, in States and insular

areas with more than one flood-related major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) in calendar years 2014, 2015, 2016, or 2017: Provided further, That of the amounts in the preceding proviso, not less than \$10,425,000,000 shall be available for such projects within States and insular areas that were impacted by Hurricanes Harvey, Irma, and Maria: Provided further, That all repair, rehabilitation, study, design, and construction of Corps of Engineers projects in Puerto Rico and the United States Virgin Islands, using funds provided under this heading, shall be conducted at full Federal expense: Provided further, That for projects receiving funding under this heading, the provisions of section 902 of the Water Resources Development Act of 1986 shall not apply to these funds: Provided further, That the completion of ongoing construction projects receiving funds provided under this heading shall be at full Federal expense with respect to such funds: Provided further, That using funds provided under this heading, the non-Federal cash contribution for projects eligible for funding pursuant to the first proviso shall be financed in accordance with the provisions of section 103(k) of Public Law 99-662 over a period of 30 years from the date of completion of the project or separable element: Provided further, That up to \$50,000,000 of the funds made available under this heading shall be used for continuing authorities projects to reduce the risk of flooding and storm damage: Provided further, That any projects using funds appropriated under this heading shall be initiated only after non-Federal interests have entered into binding agreements with the Secretary requiring, where applicable, the non-Federal interests to pay 100 percent of the operation, maintenance, repair, replacement, and rehabilitation costs of the project and to hold and save the United States free from damages due to the construction or operation and maintenance of the project, except for damages due to the fault or negligence of the United States or its contractors: Provided further, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985: Provided further, That the Assistant Secretary of the Army for Civil Works shall provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate detailing the allocation and obligation of these funds, beginning not later than 60 days after the enactment of this subdivision.

Mississippi River and Tributaries

For an additional amount for "Mississippi River and Tributaries" for necessary expenses to address emergency situations at Corps of Engineers projects, and to construct, and rehabilitate and repair damages to Corps of Engineers projects, caused by natural disasters, \$770,000,000, to remain available until expended: Provided, That of such amount, \$400,000,000 is available to construct flood and storm damage reduction projects which are currently authorized or which are authorized after the date of enactment of this subdivision: Provided further, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985: Provided further, That the Assistant Secretary of the Army for Civil Works shall provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate detailing the allocation and obligation of these funds, beginning not later than 60 days after the enactment of this subdivision.

Operation and Maintenance

For an additional amount for "Operation and Maintenance" for necessary expenses to dredge Federal navigation projects in response to, and repair damages to Corps of Engineers Federal projects caused by, natural disasters, \$608,000,000, to remain available until expended, of which such sums as are necessary to cover the Federal share of eligible operation and maintenance costs for coastal harbors and channels, and for inland harbors shall be derived from the Harbor Maintenance Trust Fund: Provided, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985: Provided further, That the Assistant Secretary of the Army for Civil Works shall provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate detailing the allocation and obligation of these funds, beginning not later than 60 days after the enactment of this subdivision.

Flood Control and Coastal Emergencies

For an additional amount for "Flood Control and Coastal Emergencies", as authorized by section 5 of the Act of August 18, 1941 (33 U.S.C. 701), for necessary expenses to prepare for flood, hurricane and other natural disasters and support emergency operations, repairs, and other activities in response to such disasters, as authorized by law, \$810,000,000, to remain available until expended: Provided, That funding utilized for authorized shore protection projects shall restore such projects to the full project profile at full Federal expense: Provided further, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985: Provided further, That the Assistant Secretary of the Army for Civil Works shall provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate detailing the allocation and obligation of these funds, beginning not later than 60 days after the enactment of this subdivision.

Expenses

For an additional amount for "Expenses" for necessary expenses to administer and oversee the obligation and expenditure of amounts provided in this title for the Corps of Engineers, \$20,000,000, to remain available until expended: Provided, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985: Provided further, That the Assistant Secretary of the Army for Civil Works shall provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate detailing the allocation and obligation of these funds, beginning not later than 60 days after enactment of this subdivision.

GENERAL PROVISIONS--THIS TITLE

Sec. 20401. In fiscal year 2018, and each fiscal year thereafter, the Chief of Engineers of the U.S. Army Corps of Engineers shall transmit to the Congress, after reasonable opportunity for comment, but without change, by the Assistant Secretary of the Army for Civil Works, a monthly report, the first of which shall be transmitted to Congress not later than 2 days after the date of enactment of this subdivision and monthly thereafter,

which includes detailed estimates of damages to each Corps of Engineers project, caused by natural disasters or otherwise.

Sec. 20402. From the unobligated balances of amounts made available to the U.S. Army Corps of Engineers, \$518,900,000 under the heading "Corps of Engineers--Civil, Flood Control and Coastal Emergencies" and \$210,000,000 under the heading "Corps of Engineers--Civil, Operations and Maintenance" in title X of the Disaster Relief Appropriations Act, 2013 (Public Law 113-2; 127 Stat. 25) shall be transferred to "Corps of Engineers--Civil, Construction", to remain available until expended, to rehabilitate, repair and construct Corps of Engineers projects: Provided, That those projects may only include construction expenses, including cost sharing, as described under the heading "Corps of Engineers--Civil, Construction" in title X of that Act or other construction expenses related to the consequences of Hurricane Sandy: Provided further, That amounts transferred pursuant to this section that were previously designated by the Congress as an emergency requirement pursuant to the Balanced Budget and Emergency Deficit Control Act are designated by the Congress as an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985: Provided further, That the Assistant Secretary of the Army for Civil Works shall provide a monthly report to the Committees on Appropriations of the House of Representatives and the Senate detailing the allocation and obligation of these funds, beginning not later than 60 days after the enactment of this subdivision.

States and Territories with More than One Flood-Related Major Disaster Declaration in
Calendar Years 2014, 2015, 2016, or 2017

Alabama
Alaska
Arkansas
California
Florida
Georgia
Guam
Hawaii
Idaho
Iowa
Kansas
Kentucky
Louisiana
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
New Mexico
Nevada
New York
North Dakota
Oklahoma
Oregon
Puerto Rico
South Carolina
South Dakota
Tennessee
Texas
U.S. Virgin Islands
Vermont
Washington
Wisconsin
West Virginia
Wyoming

States and Territories with More than One Flood-Related Major Disaster Declaration in
Calendar Years 2014, 2015, 2016, or 2017 That Were Impacted by Hurricanes Harvey,
Irma, and Maria

Florida
Georgia
Louisiana
Puerto Rico
South Carolina
Texas
U.S. Virgin Islands

Bipartisan Budget Act of 2018 (Public Law 115-123)	
Long Term Disaster Recovery Investment Plan	
Investigations Account	
As of July 5, 2018	
STUDY NAME	STATE
Selma, AL	AL
Valley Creek, AL	AL
LA County Flood Control System, CA	CA
Westminster (East Garden Grove) Watershed, CA	CA
Collier County Beach Erosion Control, FL	FL
Dade County, FL	FL
Miami Back Bay, FL	FL
Monroe County, FL	FL
Okaloosa County, FL	FL
Pinellas County, FL	FL
South Atlantic Coastal Study, FL, PR & USVI	FL, PR, USVI
Proctor, Fulton County, GA	GA
Metro Louisville Flood Protection System, KY	KY
Amite River & Tributaries East of the Mississippi River, LA	LA
Lake Pontchartrain and Vicinity, LA (General Reevaluation Report)	LA
South Central Coast, LA	LA
Upper Barataria Basin, LA	LA
West Bank and Vicinity, New Orleans, LA (General Reevaluation Report)	LA
Nassau County Back Bays, NY	NY
Tulsa West Tulsa Levees, OK	OK
Portland Metro Levee System, OR	OR
Puerto Rico Study, PR	PR
Rio Culebrinas, PR	PR
Rio Grande de Manati, PR (Ciales)	PR
Rio Guayanilla, PR	PR
San Juan Metro Area Study, PR	PR
Charleston Peninsula, SC	SC
Folly Beach, SC	SC
Memphis Wolf River Backwater Levee System, TN	TN
Brazos River, Fort Bend County, TX	TX
Buffalo Bayou and Tributaries Resiliency Study, TX	TX
Coastal Texas Protection and Restoration Study, TX	TX
Houston Regional Watershed Assessment, TX	TX
Guadalupe and San Antonio River Basins, TX	TX
Savan Gut Phase II, St. Thomas, USVI	USVI
Turpentine Run, St. Thomas, USVI	USVI
Upper Connecticut River, VT	VT
Mill Creek, Walla Walla County, WA	WA

Bipartisan Budget Act of 2018 (Public Law 115-123)		
Long Term Disaster Recovery Investment Plan		
Construction Account		
Cleared/Public Release Date - July 5, 2018		
PROJECT NAME	STATE	Ongoing Construction Project (Y/N)
American River - Common Features, CA	CA	NO
American River Watershed (Folsom Dam Raise), CA	CA	YES
Isabella Lake, CA	CA	YES
Santa Ana River Mainstem, CA	CA	YES
South San Francisco Shoreline, CA	CA	NO
Tule River/Lake Success Enlargement (Success Dam), CA	CA	YES
Yuba River Basin, CA	CA	YES
Brevard County, FL	FL	YES
Broward County, FL	FL	YES
Dade County, FL	FL	YES
Duval County, FL	FL	YES
Flagler County, FL	FL	NO
Herbert Hoover Dike, FL	FL	YES
Lee County, FL	FL	YES
Manatee County, FL	FL	YES
Nassau County, FL	FL	YES
Palm Beach County (Mid-Town Beach Segment), FL	FL	NO
Palm Beach County, FL	FL	YES
Sarasota County (Venice), FL	FL	YES
St John's County, FL	FL	YES
St Lucie County (South Segment), FL	FL	NO
St. John's County (Villano Segment), FL	FL	NO
Tybee Island, GA	GA	YES
Ala Wai Canal, Oahu, HI	HI	NO
Cedar River, Cedar Rapids , IA	IA	NO
Kansas Citys, KS & MO **	KS & MO	YES
Amourdale, KS & MO **	KS & MO	NO
Section 202 (Johnson County), KY	KY	YES
Section 202 (Town of Martin), KY	KY	YES
Comite River, LA	LA	YES
East Baton Rouge Flood Control, LA	LA	NO
Grande Isle, LA	LA	NO
West Shore, Lake Pontchartrain, LA	LA	NO
Bois Brule, MO	MO	YES
Alamogordo, NM	NM	YES
Rio de La Plata, PR	PR	YES
Rio Grande de Arecibo, PR	PR	YES
Rio Grande de Loiza, PR	PR	NO
Rio Guanajibo at Mayaguez, PR	PR	NO
Rio Nigua at Salinas, PR	PR	NO
Rio Puerto Nuevo, PR	PR	YES
Colleton County (Edisto Island), SC	SC	NO
Folly Beach, SC	SC	YES
Pawleys Island, SC	SC	NO
Mill (Seven Mile) Creek, TN	TN	NO
Brays Bayou, TX	TX	YES
Buffalo Bayou and Tributaries, TX	TX	YES
Clear Creek, TX	TX	NO
Dallas Floodway Extension, TX	TX	YES
Dallas Floodway, TX	TX	NO
Hunting Bayou, TX	TX	YES
Lewisville Dam, TX	TX	YES
Lower Colorado River Phase 1 (Wharton), TX	TX	YES
Sabine Pass to Galveston Bay, TX	TX	NO
White Oak Bayou, TX	TX	YES
Bluestone Lake, WV	WV	YES
Lower Mud River, Milton, WV	WV	NO
Section 202 (McDowell County), WV	WV	YES

** Original cleared as one project; split into two projects based upon separate authorizations

AGREEMENT No: 17SJ1

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
ST. JOHNS COUNTY HURRICANE MATTHEW RECOVERY**

Res 2017-220

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT" or "DEP"), whose address is 3900 Commonwealth Boulevard, MS 3601, Tallahassee, Florida 32399, and ST. JOHNS COUNTY, a local government (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 2740 Industry Center Rd, St. Augustine, Florida 32084, for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Sections 161.091 - 161.161, Florida Statutes (F.S.), provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program; and

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code (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; and

WHEREAS, the Governor of Florida issued Executive Order Number 16-230 on October 3, 2016 in response to the threat posed by Hurricane Matthew; and

WHEREAS, the DEPARTMENT issued Emergency Final Order Number 16-1319 on October 5, 2016 in response to the impact from Hurricane Matthew; and

WHEREAS, the DEPARTMENT developed the 2016 Hurricane Recovery Plan for Florida's Beach and Dune System ("PLAN") that contains management strategies to assist in the recovery of the state's beaches; and

WHEREAS, the Governor of Florida appropriated funding to implement a portion of the management strategies contained in the PLAN; and

WHEREAS, the LOCAL SPONSOR has the capabilities to implement the PLAN strategies as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as the **ST. JOHNS COUNTY HURRICANE MATTHEW RECOVERY**, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee," "Recipient" and "Local Sponsor" are used interchangeably.

2. This Agreement shall begin on the last date executed and end on **March 31, 2019**. Pursuant to Section 161.101 (18), F.S., and 62B-36.009, F.A.C., work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the DEPARTMENT beginning on or after October 3, 2016, may be eligible for reimbursement by the DEPARTMENT.
3. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of construction.
4. For tasks specified in Table 1 in Attachment A, the LOCAL SPONSOR shall develop a detailed Scope of Work, which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall be approved by the DEPARTMENT as to content, deliverables, and schedule prior to incorporating into Attachment A, as an amendment or change order to this Agreement pursuant to paragraph 39.
5. The DEPARTMENT has determined that 100 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 \$3,750,000 for this PROJECT or up to 50 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.
6. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in the Grant Work Plan in Attachment A are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible PROJECT tasks that exceed the estimated PROJECT costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Attachment A, Table 1, shall be provided through formal amendment to this Agreement.
7. All notices and written communication between the parties shall be sent by electronic mail, United States Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any notices between the parties shall be delivered to the contact person at the addresses below:

LOCAL SPONSOR

Neal Shinkre, Public Works Director
St. Johns County
2740 Industry Center Rd.
St. Augustine, Florida 32084
(904) 209-0266
nshinkre@sjcfl.us

DEPARTMENT

Dena VanLandingham, Program Grant Administrator
Department of Environmental Protection
Beach Management Funding Assistance Program
3900 Commonwealth Blvd, MS 3601
Tallahassee, Florida 32399
(850) 245-2970
Dena.Vanlandingham@dep.state.fl.us

Any changes to the contact information for DEPARTMENT personnel shown above or in paragraph 8 must be reduced to writing in the form of an email notification from the DEPARTMENT.

8. The LOCAL SPONSOR's Project Manager for all matters is Neal Shinkre, Phone: (904) 209-0266. The DEPARTMENT's Project Manager for all technical matters is Andrew Briscoe, Phone: (850) 245-2976 and the DEPARTMENT's Program Grant Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 245-2970.
9. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
10. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
11. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.
12. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the DEPARTMENT if Legislative appropriations are reduced or eliminated.
13. Paragraph Reserved.
14. A. In accordance with Section 216.181(16)(b), F.S., the DEPARTMENT, upon written request from the LOCAL SPONSOR, including justification for said request, and written approval from the State Chief Financial Officer, may provide an advance payment to the LOCAL SPONSOR. In addition to the written request for advance payment, the LOCAL SPONSOR shall also complete and submit the applicable portions of **Attachment B (Advance Payment Justification Form)**, attached hereto and made a part hereof. Consideration for advance payment is at the discretion of the DEPARTMENT, and shall be limited to eligible studies and PROJECT construction costs identified in Table 1. The LOCAL SPONSOR's expenditures shall draw proportionally upon both the LOCAL SPONSOR's funds and the DEPARTMENT's advanced funds in accordance with the cost share ratios established pursuant to this Agreement.
B. If advance payment is authorized, the LOCAL SPONSOR shall temporarily invest the advanced funds in an interest-bearing account. The LOCAL SPONSOR shall be responsible to the DEPARTMENT for a quarterly accounting of such funds. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31.

- C. **Attachment C (Advance Payment – Interest Earned Memorandum)**, attached hereto and made a part hereof, is provided as a sample of the document generated internally each calendar quarter by the DEPARTMENT's Bureau of Finance and Accounting for agreements that authorized an advance payment. The DEPARTMENT's Grant Administrator shall forward such memorandum to the LOCAL SPONSOR's Project Manager, who shall be responsible for completion of the applicable interest statement details and submission to the DEPARTMENT each quarter. Interest income shall be documented by the LOCAL SPONSOR's submission of a current statement of account from the financial institution or agent where such funds are invested. Interest income shall be returned to the DEPARTMENT, within thirty (30) calendar days following each quarter as set forth under this Agreement. This responsibility shall continue as long as advanced funds remain with the LOCAL SPONSOR or until construction is completed and a final accounting on the advanced funds is completed and the unused funds and interest due the DEPARTMENT are returned to the DEPARTMENT. Unused funds, and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, shall be returned to the DEPARTMENT within sixty (60) calendar days of the completion of the construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers (USACE) through LOCAL SPONSORS will be due sixty (60) calendar days after the Federal final accounting has been completed.
- D. The parties hereto acknowledge that the State Chief Financial Officer may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the State Chief Financial Officer, the LOCAL SPONSOR shall be notified, in writing, by the DEPARTMENT's Grant Administrator regarding the additional requirements. Prior to releasing any funds, the LOCAL SPONSOR shall be required to provide a written acknowledgement to the DEPARTMENT's Grant Administrator of the LOCAL SPONSOR's acceptance of the terms imposed by the State Chief Financial Officer for release of funds.
15. As consideration for the satisfactory completion of the eligible work identified in **Attachment A** and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost-reimbursement basis. All requests for reimbursement shall be made in accordance with **Attachment D (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment E (Request for Payment, PARTS I – IV)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of deliverables identified in the approved Grant Work Plan. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, F.S. A final invoice shall be due no later than thirty (30) calendar days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, F.S., have been obtained. The final payment will not be processed until the match requirement has been met.
16. The DEPARTMENT's Project Manager shall have thirty (30) calendar days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and will reset when such information is received as requested by the DEPARTMENT. Upon approval of the request for payment, the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR. Retainage of 10%

of the disbursement may be held on account for each deliverable in the disbursement that represents a portion of the complete subtask. The cumulative amount retained for each eligible deliverable item shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

17. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment E (Project Progress Report, Part III of the Request for Payment package)**, as updates to the PROJECT schedule, no later than thirty (30) calendar days following the completion date of the quarterly reporting period in which the PROJECT is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports are to be submitted electronically in Microsoft Word ® (.doc) or Adobe Acrobat ® (.pdf). Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program (PROGRAM).
18. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment F (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) calendar days after the PROJECT is certified complete by the LOCAL SPONSOR.
19. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapters 287 and 255, F.S., as applicable, and Subsection 161.101(17), F.S. which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
 - A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - 1) The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - 2) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - 3) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
 - B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

20. The applicable provisions of Chapter 161, F.S., entitled "Dennis L. Jones Beach and Shore Preservation Act", and any rules promulgated therefrom, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
21. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
22. A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days' written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
- B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days' written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered pursuant to paragraph 7 as set forth in this Agreement.
- C. The DEPARTMENT may terminate this Agreement in the event that all tasks identified in **Attachment A, Grant Work Plan** have been certified complete and approved by the DEPARTMENT, and all eligible reimbursements have been provided to the LOCAL SPONSOR. Prior to termination, the DEPARTMENT shall provide ten (10) calendar days' written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT to verify that all eligible items have been completed and reimbursed.
23. No payment will be made for deliverables deemed unsatisfactory by the DEPARTMENT. In the event that a deliverable is deemed unsatisfactory by the DEPARTMENT, the LOCAL SPONSOR shall perform the services again as needed for submittal of a satisfactory deliverable, at no additional cost to the DEPARTMENT, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the DEPARTMENT may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the DEPARTMENT'S Project Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the LOCAL SPONSOR to the DEPARTMENT. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the DEPARTMENT. The CAP shall be sent to the DEPARTMENT'S Project Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the DEPARTMENT shall notify the LOCAL SPONSOR in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the LOCAL SPONSOR shall have ten (10) calendar days from receipt of the DEPARTMENT letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the DEPARTMENT approval of a CAP as specified above shall result in the DEPARTMENT'S termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the DEPARTMENT'S notice of acceptance of a proposed CAP, the LOCAL SPONSOR shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the DEPARTMENT does not relieve the LOCAL SPONSOR of any of its obligations under the Agreement.

In the event the CAP fails to correct or eliminate performance deficiencies by LOCAL SPONSOR, the DEPARTMENT shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the DEPARTMENT or steps taken by the LOCAL SPONSOR shall preclude the DEPARTMENT from subsequently asserting any deficiencies in performance. The LOCAL SPONSOR shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the DEPARTMENT as requested by the DEPARTMENT's Project Manager.

- C. Failure to respond to the DEPARTMENT's request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the DEPARTMENT may result in termination of this Agreement.

The remedies set forth above are not exclusive and the DEPARTMENT reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

24. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the DEPARTMENT for unlawful refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S. and Section 24(a) of Article I of the State Constitution.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

25. A. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of this Agreement. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The LOCAL SPONSOR understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the DEPARTMENT's Inspector General in any investigation, audit, inspection, review, or hearing. The LOCAL SPONSOR will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

26. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment G (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of **Exhibit 1**, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Administrator at 850/245-2970, to request a copy of the updated information.
- B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under U.S. Office of Management and Budget (OMB) Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the LOCAL SPONSOR shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfs.com/fsaa>
- The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.
27. In accordance with Section 216.347, F.S., the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
28. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
30. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

31. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this PROJECT. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, F.S. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
32. To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.
- A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to The Department of Environmental Protection, for the protection of its employees not otherwise protected.
- B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include The Department of Environmental Protection, as Additional Insureds for the entire length of the Agreement.
- C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include The Department of Environmental Protection, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:
- \$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
- \$300,000 Hired and Non-owned Automobile Liability Coverage
- D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or

subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carriers.

- E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee shall notify the Department's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**.
- F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 32.F. supersedes 32.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

- 33. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
- 34.
 - A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services (DMS) is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida DMS, Office of Supplier Diversity at (850) 487-0915.
- 35.
 - A. The LOCAL SPONSOR is prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Funds from each agency must be accounted for separately. Where a LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the DEPARTMENT by the LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.

- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR shall reimburse the DEPARTMENT for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.
36. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. Regardless of any subcontract, the LOCAL SPONSOR is ultimately responsible for all work to be performed under this Agreement. The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) calendar days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.
1. The LOCAL SPONSOR may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the DEPARTMENT for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 2. The LOCAL SPONSOR may request approval from the DEPARTMENT to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the LOCAL SPONSOR shall request the advance written approval from the DEPARTMENT's Project Manager of the fixed price negotiated by the LOCAL SPONSOR. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the DEPARTMENT Project Manager's approval of the fixed price amount, the LOCAL SPONSOR may proceed in finalizing the fixed price subcontract.
 3. All subcontracts are subject to the provisions of this Agreement which affect subcontracting activities.
- B. The DEPARTMENT supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

37. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.
38. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
39. The DEPARTMENT may at any time, by written order designated to be a change order, make any minor modifications, as described below. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a modification of deliverable due dates when such change does not involve an extension of contract, and modification to the Grant Work Plan when such modifications would not involve a decrease/increase in total cost of the Agreement or an extension of the performance period of this Agreement.
40. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.
41. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control PROJECT, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control PROJECT prior to entering each individual property to conduct such activities.
42. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) calendar days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the LOCAL SPONSOR, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

43. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of an electronic data file, such as Adobe Acrobat @ (.pdf), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof, pursuant to Section 668.004, F.S.
44. 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 monitor to the DEPARTMENT/LOCAL SPONSOR/permittee/engineering consultant. The LOCAL SPONSOR's engineering consultant must provide an adequate mitigation plan, consistent with s. 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 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 in **Attachment A**.
45. In executing this Agreement, the Local Sponsor (or affiliate, subcontractor) certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and/or Scrutinized Companies with Activities in Israel List (eff. 10.1.2016), created pursuant to Section 215.473, F.S. Pursuant to Subsection 287.135(5), F.S., the Local Sponsor (or affiliate, subcontractor) agrees the Department may immediately terminate this Agreement for cause if the Local Sponsor (or affiliate, subcontractor) is found to have submitted a false certification or if the Local Sponsor (or affiliate, subcontractor) is placed on the Scrutinized Companies list during the term of the Agreement.
46. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the respective dates under their signatures:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]
James K. Johns, Chair
St. Johns County Board of County Commissioners

By: [Signature]
Department of Environmental Protection
Secretary or designee

James K. Johns, Chair
Print Name and Title

Noah Valenstein, Secretary
Print Designee Name and Title

Date: 6/22/17

Date: 7/6/17

FEID No: 59-6000825



[Signature]
Dena VanLandingham
Program Grant Administrator

[Signature] 6/20/17
for Patrick McCormack, St. Johns County Attorney

[Signature]
Andrew Briscoe
DEP Project Manager

Pegina D. Boss, Deputy County Attorney
Print Name and Title

*If someone other than the Chairman signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the Agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 pages)
Attachment	B	Advanced Payment Justification Form (4 pages)
Attachment	C	Advanced Payment – Interest Earned Memorandum Sample (2 pages)
Attachment	D	Contract Payment Requirements (1 page)
Attachment	E	Request for Payment, Parts I - IV (4 pages)
Attachment	F	Project Completion Certification (1 page)
Attachment	G	Special Audit Requirements (5 pages)

**ATTACHMENT A
GRANT WORK PLAN**

Project Title: St. Johns County Hurricane Matthew Recovery.

Project Location: The St. Johns County Hurricane Matthew Recovery Project is located between Department of Environmental Protection (Department/DEP) reference monuments R-67 and R-117 along the Atlantic Ocean in St. Johns County, Florida.

Project Background: The Project shoreline sustained beach and dune erosion from Hurricane Matthew, a Category 3 hurricane, in October 2016. Emergency sand placement was allowed under the provisions of the Governor's Executive Order (16-230) and DEP's Emergency Final Order (16-1319), as amended.

Project Description: The Project consists of sand placement of approximately 200,000 cubic yards of sand and dune vegetation planting along approximately 10 miles of Shoreline between Department Monuments R-67 – R-117 in St. Johns County. Work was initiated under the provisions of Florida Governor's Executive Order Number 16-230 and DEP's Emergency Final Order, Number 16-1319, as amended.

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:

<http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf>

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

Acronyms:

USACE- United States Army Corps of Engineers
JCP- Joint Coastal Permit
FEMA- Federal Emergency Management Agency
CCCL- Coastal Construction Control Line

For the purpose of this Attachment A, Grant Work Plan, the term "Grantee" and "Local Sponsor" will be used interchangeably.

The Department and the Local Sponsor/Grantee agree that the state grant funding, not to exceed the estimated costs of the Project, are identified in Table 1 below:

TABLE 1
Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
3.0	Construction					
3.1	St. Johns County Hurricane Matthew Recovery	50%		\$3,750,000.00	\$3,750,000.00	\$7,500,000.00
	Subtotal					
	TOTAL PROJECT COSTS			\$3,750,000.00	\$3,750,000.00	\$7,500,000.00

Changes in Project costs that increase or decrease the total funding amount shall require a formal amendment to the Agreement.

TASKS and DELIVERABLES:

Tasks must be completed as outlined below and in the Department-approved scope(s) of work prepared by the Local Sponsor for the Project. Deliverables listed below are to be completed by the Local Sponsor or submitted to the Department by the due date listed in this Work Plan. The Deliverable due by dates established in this Grant Work Plan indicate the time by which a Deliverable is received. The dates do not necessarily correspond with permit required due by dates. The Local Sponsor must meet the terms of the permit for compliance. The Department shall provide review and comment/approval of each Deliverable prior to reimbursement.

TASK 3.0 Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. The task includes work associated with eligible beach restoration construction associated with the Project such as those costs approved through bids and construction-phase engineering and monitoring services. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation, and immediate post-construction surveys. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit a construction activity package for task work completed during the period. The construction activity package must include:

- (1) An itemized summary of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; and proof of payment of the invoices, the period activity was performance;
- (2) A certification signed by the Local Sponsor's project manager as to the current cost of the Project; stating that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the Project; and that all funds expended to date have been applied toward completing the Project; and
- (3) A certification signed and sealed by the Engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the

Grant Work Plan, in accordance with construction contract documents; that payment is in accordance with construction contract provisions; and that construction, up to the point of the request, is in compliance with the contract documents; and identifying all additions or deletions to the Project that have altered the Project's performance standards, scope of work, or purpose since the issuance of the Department construction permit.

Performance Standard: The Department's Project Manager will review the construction activity package and other deliverables to verify that 1) work was performed in accordance with the service provider's-contracted documents and specifications in this task description and 2) that the deliverables meet the specifications in this task description. Reimbursement requests may be submitted once a deliverable has been submitted to and approved by the Department's Project Manager.

3.1 St. Johns County Hurricane Matthew Recovery

The Local Sponsor will place approximately 200,000 cubic yards of sand and, as applicable, plant dune vegetation to stabilize approximately 10 miles of shoreline in St. Johns County. **A detailed scope of work and a formal amendment or change order to this agreement are required prior to commencement of any work performed as part of this task description and this agreement.**

Deliverable A: Construction of the sand placement and, as applicable, dune vegetation planting of the St. Johns County Hurricane Matthew Recovery Project, including summary of the work performed, summary of costs, proof of payment, certification from grantee that work was performed and completion certification from the project engineer.

Total Cost: \$7,500,000.00 (Department Cost: \$3,750,000.00).

Due Date: December 31, 2018.

NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance. All Tasks are Contractual Services.



ATTACHMENT B
Florida Department of Environmental Protection
DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

Required Signatures: Original Ink

Use of this form is not required unless the advance requested requires the prior approval of the Florida Department of Financial Services (DFS). For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior DFS approval.

A letter requesting advance payment from the recipient, on its letterhead, must be attached. The DEP Program Area should forward this information to the Contract Disbursements Section at MS 78. The Contract Disbursements Section will forward requests for advance payment to DFS for review and legislature consultation, as appropriate.

Name/Address of the Vendor/Recipient:		
Contact Person/Phone No.:		
Agreement No./Purchase Order No. (if known):		
Commodities/Services/Project Description:		
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Value of Purchase or Grant:	<input type="checkbox"/>	<input type="checkbox"/>
Advance Payment Amount Requested:	<input type="checkbox"/>	<input type="checkbox"/>
Period Advance Payment to Cover:	90 days startup Quarterly	Full Contract Period Other (specify):
Indicate Statutory Authority:	215.422, F.S	216.181, F.S.
GAA Year and Line Item Info:	SFY:	Line Item:
1. Reason advance payment is required:		
2. The following information is required for advances requested pursuant to 215.422, Florida Statutes (and the DFS's Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.		
A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the DFS, Division of Treasury at (850) 413-3165 regarding the current Treasury earnings rate.		

DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:

DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

C. Identify the procurement method used to select the vendor.

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXXX or 14XXXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
Total:				

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____

Type Name of Signatory: _____

_____ Date

Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: Approve Request Deny Request

By: _____

Date: _____ Type

Name of Signatory: _____

Title:

Bureau:

Division:

ATTACHMENT C

Memorandum

Environmental Protection

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: Contract Manager Name
FROM: Lydia Louis, Finance and Accounting Director III
Bureau of Finance and Accounting
DATE: MM/DD/YYYY
SUBJECT: Advanced Funds for: Advanced Funds Recipient Name
Contract No.
Begin Date: Ending Date:

Pursuant to Section 216.181(14)(b), Florida Statutes, advanced funds may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the unused portion of the advanced funds and/or interest due, the following information is needed no later than MM/DD/YYYY.

Interest Due to DEP: Yes [] No []

(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of MM/DD/YY: Final Report: [] Yes or [] No
Project % of Completion as of MM/DD/YY: Estimated Project Completion Date:
Initial advanced funds disbursed MM/DD/YY Cumulative amount of advanced funds \$
1 Advanced funds principal expended by contractor covering period of MM/DD/YY to MM/DD/YY \$
2 Advanced funds principal returned by contractor covering period of MM/DD/YY to MM/DD/YY \$
3 Advanced funds principal balance available on hand \$
4 Interest earned on advanced funds covering period of MM/DD/YY to MM/DD/YY \$
5 Amount of interest paid to DEP as of MM/DD/YY \$
6 Interest balance due to DEP as of MM/DD/YY \$

Project Management Certification:

By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Contract Manager Printed Name Advanced Funds Recipient Printed Name
DEP Contract Manager Signature Date Advanced Funds Recipient Signature Date

DEP USE ONLY

Project Management Verification (please explain):

Thank you for your cooperation in providing the above information. If you have any questions, please contact the Contract Disbursements Section at (850) 245-2465, in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract.

Project Management Certification: This section is to be completed by the DEP Contract Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Contract Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

ATTACHMENT D

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I

PAYMENT SUMMARY

NAME OF PROJECT: St. Johns Hurricane Matthew Recovery

LOCAL SPONSOR: St. Johns County

REMITTANCE ADDRESS: _____

DEP Agreement Number: 17SJ1

Billing Number: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage (10%)
\$ _____

State Funds Remaining
\$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II**

Name of Project: _____
Billing Number: _____
DEP Agreement Number: _____

Billing Period (1): _____
Person Completing Form & Telephone Number (2): _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Deliverable Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
									-	-		\$0.00	0.00		0.00	0.00
							-		Totals	-		-	-	-	-	-

Total Due to Local Sponsor (15) _____

Form Instructions:

1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
3. Deliverable #: Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable.
4. Invoice Amount
5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
10. State Share: Multiply Non-Federal Share by State Share Percentage.
11. Local Share: Subtract State Share from Non-Federal Share.
12. Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
13. Withheld Retainage: Multiply State Share by 10%.
14. State Payment: Subtract Retainage from State Share.
15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT**

NAME OF PROJECT: St. Johns Hurricane Matthew Recovery

LOCAL SPONSOR: St. Johns County

DEP Agreement Number: 17SJ1

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.)

Task No:	Eligible Project Item:
----------	------------------------

3.0 CONSTRUCTION

3.1 St. Johns County Hurricane Matthew Recovery

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

NAME OF PROJECT: St. Johns Hurricane Matthew Recovery

LOCAL SPONSOR: St. Johns County

DEP Agreement Number: 17SJ1

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the LOCAL SPONSOR; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved PROJECT Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the PROJECT described in the grant work plan.

I certify that the purchases noted were used in accomplishing the PROJECT; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

ATTACHMENT F

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
PROJECT COMPLETION CERTIFICATION

NAME OF PROJECT: St. Johns Hurricane Matthew Recovery

LOCAL SPONSOR: St. Johns County

DEP Agreement Number: 17SJ1

Task Completion (List Task)

Project Completion

*I hereby certify that the above mentioned PROJECT task has been completed in accordance with the PROJECT Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the PROJECT were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT I to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT - 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Pursuant to Executive Order Number 16-230 for Emergency Management - Hurricane Matthew, General Revenue signed on October 3, 2016	2016-2017	37.003	Beach Management Funding Assistance Program	\$3,750,000.00	088040

Total Award					\$3,750,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

RESOLUTION NO. 2017-220

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM AND ST. JOHNS COUNTY; PROVIDING FOR THE EFFECT OF RECITALS; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT AND SUPPLEMENTAL DOCUMENTATION; PROVIDING FOR CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Environmental Protection ("FDEP"), and St. Johns County (the "County") desire to enter into FDEP Agreement Number 17SJ1, attached hereto and incorporated herein, authorizing the County to act as Local Sponsor for the Beach Management Funding Assistance Program for Hurricane Matthew Recovery and to seek fund reimbursement from the State for said Project; and

WHEREAS, the FDEP, pursuant to Sections 161.091 - 161.161, Florida Statutes (F.S.), provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program; and

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code (F.A.C.), the County 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; and

WHEREAS, the Governor of Florida issued Executive Order Number 16-230 on October 3, 2016 in response to the threat posed by Hurricane Matthew; and,

WHEREAS, the FDEP issued Emergency Final Order Number 16-1319 on October 5, 2016 in response to the impact from Hurricane Matthew; and,

WHEREAS, the FDEP developed the 2016 Hurricane Recovery Plan for Florida's Beach and Dune System ("PLAN") that contains management strategies to assist in the recovery of the state's beaches; and,

WHEREAS, the Governor of Florida appropriated funding to implement a portion of the management strategies contained in the PLAN; and,

WHEREAS, the County has the capabilities to implement the PLAN strategies as described herein.

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 such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of FDEP Agreement No. 17SJ1, and authorizes the Chair, or designee, to execute the Agreement, on behalf of the County.

Section 3. The Board of County Commissioners further authorizes the County Administrator, or designee, to execute any supplement paperwork/documentation necessary to accomplish the overall goal set forth in the Agreement.

Section 4. To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of June 2017.

ATTEST: Hunter S. Conrad, Clerk

By: *Pam Halterman*
Deputy Clerk

Rendition Date: 6/22/17

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *[Signature]*
James K. Johns, Chair

Effective Date: 6/20/17

