

RESOLUTION NO. 2019- 310

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO SUBMIT A LONG RANGE BEACH EROSION CONTROL BUDGET PLAN WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF BEACHES AND COASTAL SYSTEMS.

WHEREAS, St. Johns County is currently working with the U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP) on a multi-year federal beach restoration in the South Ponte Vedra and Vilano Beaches Coastal Storm Risk Management Project beginning in FY 2019; and,

WHEREAS, the USACE has appropriated funds for this project; and,

WHEREAS, the USACE and St. Johns County have executed the Project Partnership Agreement from the USACE; and,

WHEREAS, St. Johns County also anticipates sharing matching costs with the State of Florida under a FDEP Beaches and Coastal Systems grant; and,

WHEREAS, the FDEP has begun a new grant cycle which will require submitting an annual application along with a ten-year budget plan; and,

WHEREAS, St. Johns County will provide local cost share funding from an established MSBTU for the project area and Category V Tourist Development Tax Budget; and,

WHEREAS, St. Johns County will continue to serve as the local sponsor; and,

WHEREAS, the Florida Department of Environmental Protection Bureau of Beaches and Coastal Systems requires an annual contract for its local share, contingent upon annual appropriations by the legislature.

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

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

Section 2. A suggested 10-year budget plan for funding the State's portion of a Federal Restoration Plan for St Johns County Beaches project shall be filed, substantially in the same form as attached, with the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems (the "Department").

Section 3. The County Administrator, or designee, is hereby authorized to submit the proposed 10-year State budget plan to the Department substantially in the same form as attached and to execute any necessary agreements concerning the beach projects with the Department, upon a finding of legal sufficiency by the Office of the County Attorney; and,

Section 4. The County Administrator's, or designee's, submission of any budget plan is subject to, and contingent upon, an annual budget appropriation by the Board of County Commissioners.

Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 17 day of September 2019

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

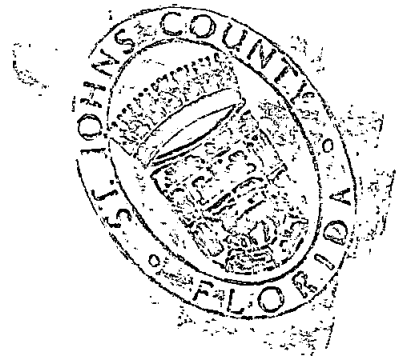
By: Paul M. Waldron

Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk

RENDITION DATE 9/23/19





FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FY2020/21 Local Government Funding Request
Beach Projects Application

PART I: GENERAL INFORMATION

Local Sponsor

Local Sponsor Federal ID Number (FEID)

Contact Name Title

Mailing Address Line 1

Mailing Address Line 2

City Zip Code Telephone Number

Email Address

Additional Contact Information (this box will expand as needed. To expand the box for printing purposes, click anywhere outside the box when done typing.)

PART II: CERTIFICATION

I hereby certify that all information provided with this application is true and complete to the best of my knowledge.

Signature of Local Sponsor

Date

Typed or Printed Name

Electronic or scanned signatures accepted.



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FY2020/21 Local Government Funding Request
Beach Projects Application

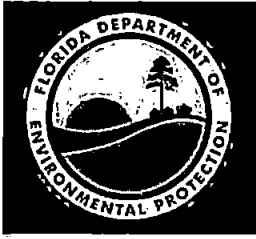
PART III: EVALUATION CRITERIA

1. Project Name (as listed in the Strategic Beach Management Plan:

South Ponte Vedra and Vilano Beaches Coastal Storm Risk Management Project, St. Johns County R-102.5 through R-117.5

2. Project Description (Include county, location with reference to range monuments, brief project history and description of proposed activities.) This box will expand as needed. To expand the box for printing purposes, click anywhere outside the box when done typing.

The USACE has received construction funding for beach and dune nourishment within Vilano Beach and South Ponte Vedra Beach. The design includes construction of a 60-ft equilibrated berm extension from the +8.0 ft 1988 North Atlantic Vertical Datum (NAVD88) contour between the reference monuments R103.5 and R116.5 along 2.6 miles of shoreline. The project template will include a dune feature that reflects the average 2015 dune position. Tapers will extend 1,000 ft from the northern and southern ends of the berm extension, connecting the extension to the existing shoreline. The addition of tapers results in sand placement from R102.5 to R117.5 along three miles of shoreline. A hydraulic dredge will be used to fill the template with sand from the St. Augustine Inlet system.



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3. Use of Request Program Funds (specify phase - Feasibility, Design, Construction and/or Monitoring - and provide a brief description of work in each phase listed. Indicate which tasks are cost reimbursement for work that has been completed.)

Funds requested for FY2020/21 will support design and construction.

4. Mapping

Map elements must include:

- Compass rose with North arrow, scale and legend.
- Project boundary showing length of critically eroded shoreline
- FDEP range monuments
- Beach access and parking locations (indicate Primary and Secondary accesses, including access widths)
- Width of access for public lodging establishments fronting the project shoreline (for commercial/recreational ranking points and eligibility determination)
- Width of access for public lodging establishments within one-quarter mile walking distance of a secondary public access point (must show length of street-side frontage for eligibility determination)
- Comprehensive plan or current land use designations of properties within the project shoreline (for commercial/recreational ranking points)
- Bus stops and bike rack locations within one-quarter mile walking distance of a public access point (if claiming for eligibility determination)

5. Length of Project Boundary in Feet (Total restored project length in the critically eroded area)

Total project length = 15,670 ft (R-102.5 to R-117.5).
Length in the critical erosion area = 15,670 ft [assuming that the FDEP will extend the critical erosion area to R117.5]



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7. Schedule and Budget

a. Cost Reimbursement: (Specify eligible costs incurred three years prior to the current application's fiscal year which have not been reimbursed. Eligible costs will be included in the funding request of the current application.)

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
17/18		n/a				

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
18/19		n/a				

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
19/20		n/a				

Add Row

b. Current and Future Costs: (Specify eligible costs for the current application's fiscal year which have not been reimbursed. Include the proposed phases for the next 10 years and the estimated costs for the next 5 years.)

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
20/21	Design, Construction	Beach Restoration	\$26,452,000	\$6,084,000	\$7,042,948	\$13,325,052

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
21/22	Monitoring	Year 1 Monitoring	\$100,000	\$0	\$34,578	\$65,422

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
22/23	Monitoring	Year 2 Monitoring	\$100,000	\$0	\$34,578	\$65,422

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
23/24	Monitoring	Year 3 Monitoring	\$100,000	\$0	\$34,578	\$65,422

Add Row



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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 Beach Projects Application

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
24/25						

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
25/26	Monitoring					

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
26/27						

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
27/28	Monitoring					

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
28/29						

Add Row

Year	Proposed Phase	Description	Total Estimated Cost	Federal Cost Share	State Cost Share	Local Cost Share
29/30	Monitoring					

Add Row

8. Severity of Erosion: Criteria will be calculated by the Department. Additional information may be provided for consideration.



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9. **Threat to Upland Structures:** Criteria will be calculated by the Department. Additional information may be provided for consideration.

10. **Recreational and Economic Benefit:** Provide the percentage of linear footage of properties within the project boundaries zoned commercial, recreational, or Public Lodging Establishment (hotel, motel, or vacation rental condo) as zoned in current local government land use maps.

Commercial: 200 ft = 1.28%
Recreational: 2,097 ft = 13.38%
Public Lodging: 537 ft = 3.43%
Total Commercial and Recreational: 2,834 ft = 18.09%

11. **Availability of Federal Funds:**

Is the project Federally authorized by WRDA?

Authorization Year: Expiration Year:

Does this project have a Project Cooperative Agreement or other Federal funding agreement?
If so, attach a copy of the document.

What is the federal cost share percentage provided for this project? %

Is this project funded through FEMA for storm repairs?

Is there a signed FEMA Project Worksheet for this project? If yes, attach a copy.



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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12. Local Sponsor Financial and Administrative Commitment:

Is funding for the project in the local sponsor's 10-year comprehensive financial plan?

Attach a copy or provide web link to the plan in this box:

http://www.sjcfi.us/OMB/media/2019/FY19FinancialPlan_Final.pdf

Is funding provided through a source established by referendum?

Attach a copy or provide web link to the referendum in this box:

Please find attached the Tourist Development Tax Ordinance No. 2019-24 and the Dune and Beach Restoration Municipal Service Taxing Units Ordinance No. 2019-25.

Is funding provided by a third-party other than the federal government?

What is the percentage of total project costs provided by the third party? %

Attach a copy of the interlocal agreement or cost sharing agreement.

Quarterly Report Compliance - For projects that are currently funded through the program or have historically been funded, the Local Sponsor may give the dates quarterly progress reports were submitted within the last fiscal year per terms of the agreement (for consideration of additional ranking points):

Quarter	Due Date	Report Remit Date	Compliant
July-September	October 30, 2018		<input type="text"/>
October-December	January 31, 2019		<input type="text"/>
January-March	April 30, 2019		<input type="text"/>
April-June	July 31, 2019	July 29, 2019	<input type="text"/>

Is there an active state permit for this project?

Permit #

Authorization Date

Expiration Date

Is there an active federal permit for this project?

Permit #



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FY2020/21 Local Government Funding Request
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Authorization Date

Expiration Date

Have local funds been secured for this project?

Explain:

An MSTU for the project area was created in Mar 2019. The County intends to use a combination of MSTU and Tourism Development Tax revenues to fund the project.

Has a copy of the resolution been drafted and attached to this application?

In order to acquire state funding, the Local Sponsor must provide a resolution from the governing board which declares:

- Support from the Local Sponsor for the project
- Willingness to serve as the Local Sponsor
- Ability to provide the full local cost share
- Identification of the source of funding

A draft resolution must be provided with the application. The signed resolution must be received by September 30, 2019.

13. Previous State Commitment:

Has the Department previously reviewed, approved and cost-shared on a feasibility or design phase for this project?

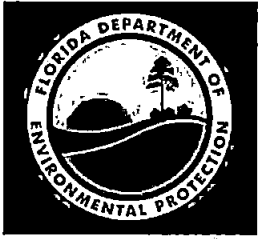
Provide most recent phase: And State cost share percentage: %

Will this project enhance or increase the longevity of a previously-constructed project?

Explain:

The county is using State-funds, appropriated to provide emergency protection following Hurricane Matthew, to construct a ~ 20 cy/ft dune and berm restoration project from R76 to R101.5. The current project will help decrease the longshore losses of that project.

Will this project nourish a previously restored shoreline?



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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Beach Projects Application

(Full beach nourishment only. Dune maintenance projects do not apply.)

Has a previously approved appropriation for a project phase been released in its' entirety by the Local Sponsor due to delays in the project timelines?

14. Project Performance:

What is the nourishment intervals (in years)?

Explain: Calculated by USACE

15. Mitigation of Inlet Effects: Criteria is calculated by the Department.

Explain: Yes, the project will mitigate effects of St. Augustine Inlet. The entire project falls within its region of influence.

16. Use of Innovative Applications of existing technologies:

Does the project address erosion in a method that is economically competitive with nourishment, that will not adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats, and that is designed to demonstrate an innovative application of existing technologies?

Explain: n/a



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FY2020/21 Local Government Funding Request
Beach Projects Application

Has the project been documented to be effective and demonstrated technologies previously untried in Florida?

Explain: n/a

17. Regionalization

Is this project being planned or constructed in cooperation with another local government to reduce contracting costs?

Explain: n/a

18. Significance

What is the volume (cy) of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured landward of the Mean High Water Line? (Information should be consistent with annual post-constructions monitoring reports)

No prior construction has occurred.

Has the project eroded into the design template?

If yes, provide the eroded segments by listing the R-monuments

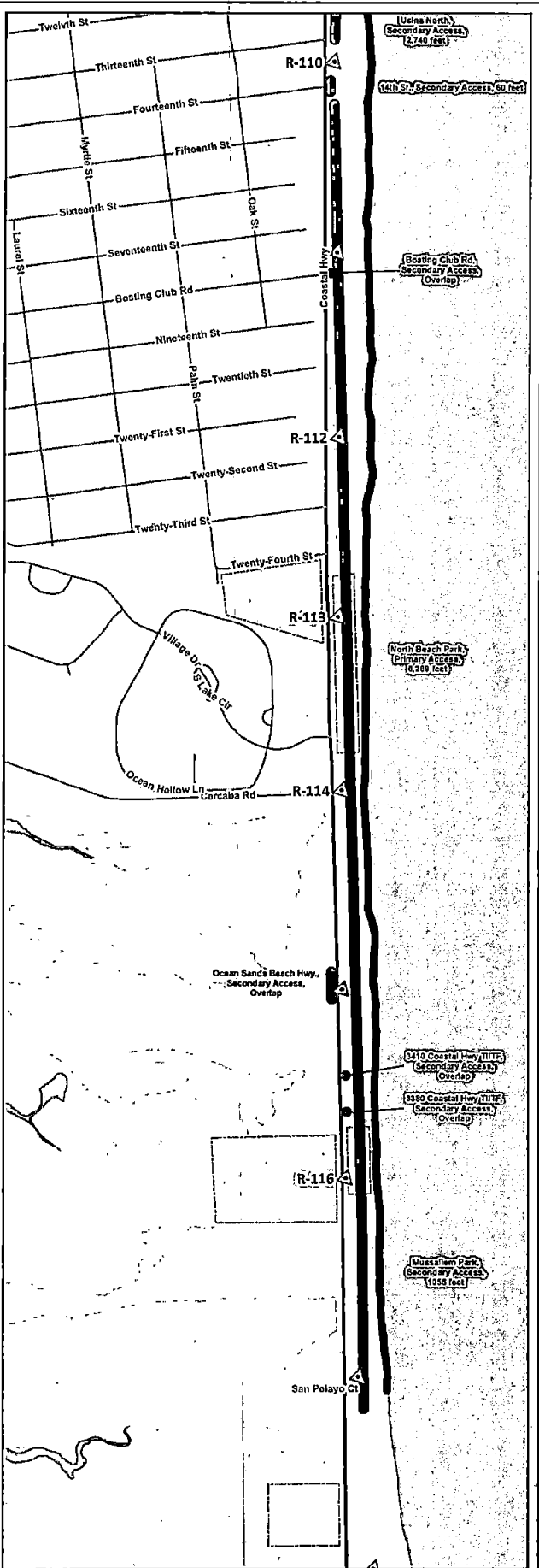
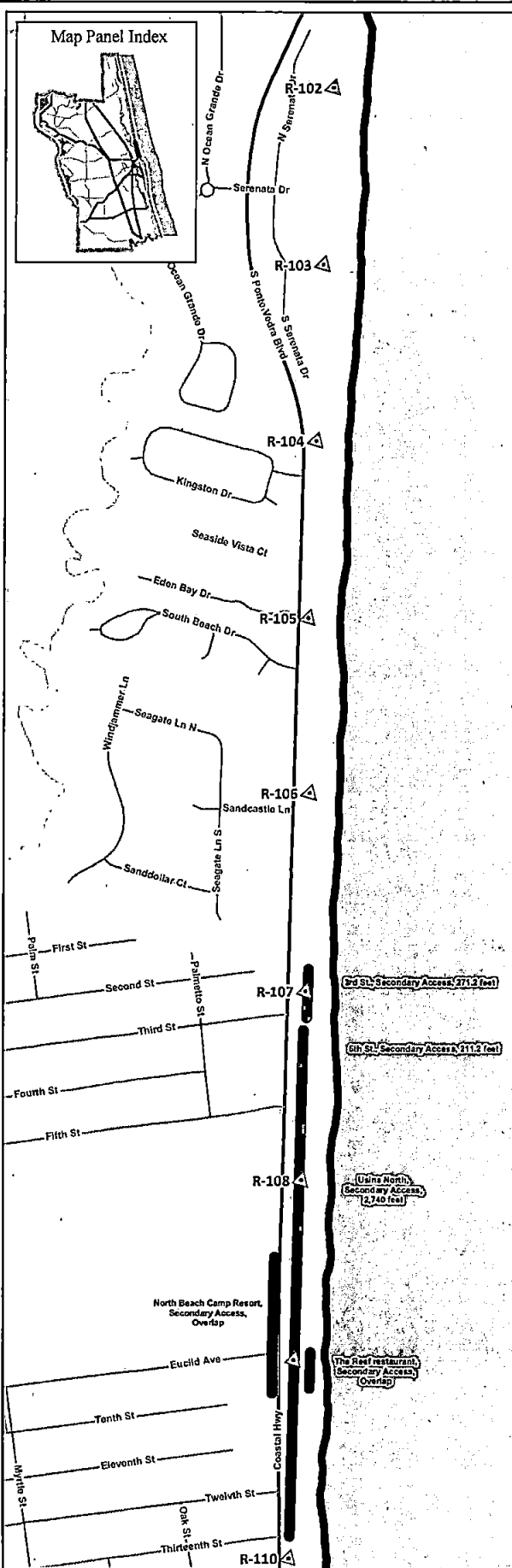
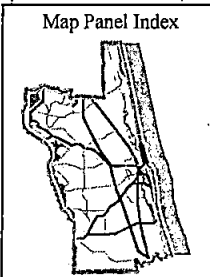
For construction projects, what is the proposed sand placement volume (cy)?

Location/Name	R- Mon	Type of Access	Width of Access/ Frontage	Total Public Units or Parking Spaces	Additional Width from Eligibility Units	Eligible Shoreline (feet)	DBPR License	URL for DBPR License
3rd St.	R-107.1	Secondary	60	4*	211.2	271.2		
5th St.	R107.7	Secondary	68	4*	211.2	211.2		
Usina North Ramp	R-108.6 to R-108.7	Secondary	100	50	2,640.0	2,740.0		
Included in Usina North Ramp: Usina North- North Beach Camp Resort	R-109	Secondary	537	164/164	-	537.0	FDOH Operating Permit 55-54-00057	http://www.floridahealth.gov/statistics-and-data/eh-tracking-and-reporting/mobile-home-rv-parks.html?appSession=9AM450885GX7PJL5APKF2399TYJ513Z4C72PVC611CX3TV99H6VV5IP622RN3CLB5UCN8FKH5O51SIONIN25K19HP9P10R30ZJVO75CG221M6TBNSRX1I394M2325047
Included in Usina North Ramp: Usina North- Reef parking	R-108.8	Secondary	100	7	369.6	469.6		
Included in Usina North Ramp: Usina North- Euclid ROW	R-108.9	Secondary	65	3	158.4	65.0		
Included in Usina North Ramp: Usina North- The Reef restaurant	R-109	Secondary	200	0	-	200.0	SEA6500849	https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=F9778CD0969284B59E88FC719CA36CEF
Included in Usina North Ramp: Usina North - New public parking at Reef overflow	R-109	Secondary	200	40	2,112.0	2,312.0		
14th St.	R-110.1	Secondary	60.5	0	-	60.5		
Boating Club Rd	R111.1	Secondary	60	0	-	Overlap		

Lot itself in overlap region

Location/Name:	R- Mon	Type of Access	Width of Access/ Frontage	Total Public Units or Parking Spaces	Additional Width from Eligibility Units	Eligible Shoreline (feet)	DBPR License	URL for DBPR License
North Beach Park	R-112.8 to R-113.8	Primary	1009	100	5,280.0	6,289		
Ocean Sands Beach Hwy.	R-115	Secondary	166	29/29	-	Overlap	<u>MOT6501218</u>	https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=D3155D89EA6833BF01712431756DC31C
3410 Coastal Hwy TITF	R115.5	Secondary	103	0	-	Overlap		
3380 Coastal Hwy TITF	R115.7	Secondary	106	0	-	Overlap		
Mussallem Park	R115.8 to R116.1	Secondary	379	20	1,056.0	1056		
						Total Eligible Shoreline Length	10,836.9	

* Bicycle parking



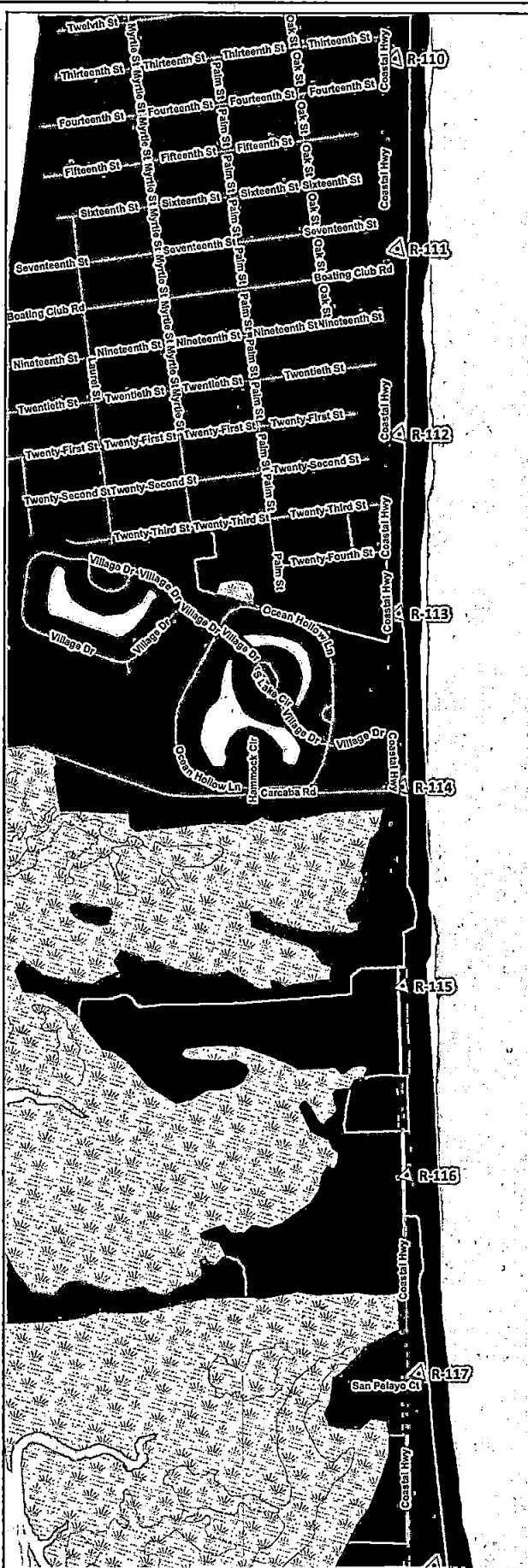
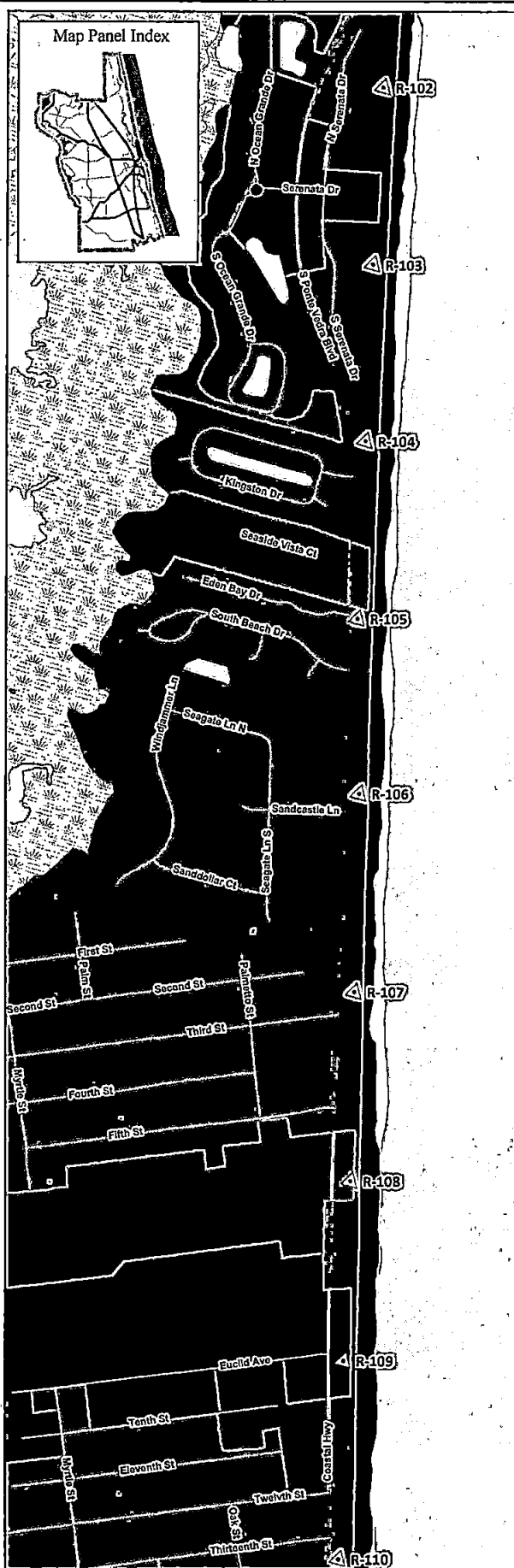
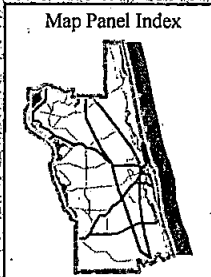
- Beach Access Points
- Beach Access / Eligible Shoreline
- Critically Eroded Beach
- ▲ Range Monuments
- Park Boundary
- Municipal Boundary
- Water
- Saltwater Marsh

**South Ponte Vedra and
Vilano Beaches Coastal Storm
Risk Management Project
Project Extent R102.5 - R117.5**

0 250 500 750
Feet

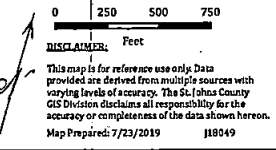
DISCLAIMER: Feet
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.
Map Prepared: 7/26/2019 J18049





▲ Range Monuments	■ Recreational	■ Water
■ Land Use 2014	■ Open Land	■ Wetlands
■ Residential	■ Agriculture	■ Barren Land
■ Commercial and Services	■ Upland Non-Forests	■ Transportation, Communication and Utilities
■ Industrial	■ Coniferous Forests	■ Not Categorized
■ Extractive	■ Hardwood Forests	
■ Institutional	■ Tree Plantation	

South Ponte Vedra and Vilano Beaches Coastal Storm Risk Management Project
R102.5 - R117.5
 Land use designations from St. Johns River Water Management District's 2014 Land Use / Land Cover Data



RESOLUTION NO. 2019-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO SUBMIT A LONG RANGE BEACH EROSION CONTROL BUDGET PLAN WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF BEACHES AND COASTAL SYSTEMS.

WHEREAS, St. Johns County is currently working with the U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP) on a multi-year federal beach restoration in South Ponte Vedra Beach/Vilano Beach with the design and construction phase for R-102.5 to R-117.5 beginning in FY 2019; and,

WHEREAS, the USACE has appropriated funds for this project; and,

WHEREAS, the USACE and St. Johns County have executed Project Partnership Agreement from the USACE; and,

WHEREAS, St. Johns County also anticipates sharing matching costs with the State of Florida under a FDEP Beaches and Coastal Systems grant; and,

WHEREAS, the FDEP has begun a new grant cycle which will require submitting an annual application along with a ten-year budget plan; and,

WHEREAS, St. Johns County will provide local cost share funding from an established MSBTU for the project area and Category V Tourist Development Tax Budget; and,

WHEREAS, St. Johns County will continue to serve as the local sponsor; and,

WHEREAS, the Florida Department of Environmental Protection Bureau of Beaches and Coastal Systems requires an annual contract for its local share, contingent upon annual appropriations by the legislature.

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

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

Section 2. A suggested 10-year budget plan for funding the State's portion of a Federal Restoration Plan for St Johns County Beaches project shall be filed with the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems (the "Department").

Section 3. The County Administrator, or designee, is hereby authorized to submit a proposed 10-year State budget plan to the Department and to execute any necessary agreements concerning the beach projects with the Department, upon a finding of legal sufficiency by the Office of the County Attorney; and,

Section 4. The County Administrator's, or designee's, submission of any budget plan is subject to, and contingent upon, an annual budget appropriation by the Board of County Commissioners.

Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this _____ day of September 2019

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

By: _____
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

Ordinance No. 2019-25

ST. JOHNS, FLORIDA

**SOUTH PONTE VEDRA BOULEVARD
AND COASTAL HIGHWAY
DUNE AND BEACH RESTORATION
MUNICIPAL SERVICE TAXING UNITS**

ADOPTED *March 29,* **2019**

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ATTACHMENT:

DESCRIPTION OF SOUTH PONTE VEDRA BOULEVARD DUNE AND BEACH RESTORATION MUNICIPAL SERVICE TAXING UNIT	A-1
DESCRIPTION OF COASTAL HIGHWAY DUNE AND BEACH RESTORATION MUNICIPAL SERVICE TAXING UNIT	B-1

ORDINANCE NO. 2019- 25

AN ORDINANCE CREATING MUNICIPAL SERVICE TAXING UNITS FOR THE PROVISION OF DUNE AND BEACH RESTORATION FOR SOUTH PONTE VEDRA AND VILANO BEACHES WITHIN THE UNINCORPORATED AREA OF ST. JOHNS COUNTY; DESCRIBING THE BOUNDARIES OF THE MUNICIPAL SERVICE TAXING UNITS; AUTHORIZING THE MUNICIPAL SERVICE TAXING UNITS TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE DUNE AND BEACH RENOURISHMENT, RESTORATION, EROSION CONTROL AND STORM PROTECTION, AND OTHER RELATED SERVICES, FACILITIES, IMPROVEMENTS AND PROGRAMS; AUTHORIZING A PLEDGE OF THE MUNICIPAL SERVICE TAXING UNITS' AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT AS PROVIDED BY GENERAL LAW; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, section I of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, the Board of County Commissioners (the "Board") of St. Johns County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund municipal services, including beach erosion control and other essential facilities, services, and

programs, as well as pertinent studies and administrative or other services, including legal services, within any part or all of the unincorporated area of the County and within the boundaries of a municipality if the municipality consents by ordinance to inclusion within the municipal service taxing unit.

(C) The purpose of this Ordinance is to create the South Ponte Vedra Boulevard Dune and Beach Restoration MSTU and the Coastal Highway Dune and Beach Restoration MSTU (collectively, the MSTUs) to aid the County if in its discretion it chooses to fund dune and beach renourishment, restoration, erosion control and storm protection for property and roadway access, and related maintenance services, facilities, improvements, and programs, as well as pertinent studies and administrative or other services, including legal services, within the MSTUs as established in Section 2 of this ordinance.

(D) The County is required to include and fund the approved annual budget of the MSTUs within the County's annual budget.

(E) Pursuant to Section 200.065(5), Florida Statutes, the maximum millage rate the County can adopt, including any millage levied within a municipal service taxing unit, absent a minimum supermajority vote is the rolled-back rate based upon the amount of taxes which would have been levied in the prior year if the maximum millage rate had been adopted, as adjusted for change in the per capita Florida personal income.

SECTION 2. CREATION.

(A) The South Ponte Vedra Boulevard Dune and Beach Restoration Municipal Service Taxing Unit is hereby created as a new taxing unit which shall include those parcels in the unincorporated areas of the County lying on the east side of State Road A1A from Range Monument 76 to Range Monument 101.5, as more particularly described in Attachment A.

(B) The Coastal Highway Dune and Beach Restoration Municipal Service Taxing Unit is hereby created as a new taxing unit which shall include those parcels in the unincorporated area of the County lying on the east side of State Road A1A from Range Monument 104 to Range Monument 117, as more particularly described in Attachment B.

SECTION 3. AUTHORIZATION OF AD VALOREM TAXES.

The Board is hereby authorized but not required 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, 2020 and continuing until discontinued by the County. 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.

SECTION 4. PURPOSE AND AUTHORIZATION OF EXPENDITURES.

(A) The MSTUs are established to fund the provision of dune and beach renourishment, restoration, erosion control and storm protection for property and roadway access, and related maintenance services, facilities, improvements, and programs including, but not necessarily limited to, personnel costs, salaries, operation

costs, capital costs, pertinent studies, administrative services, and legal services associated with these functions provided by or through St. Johns County for the use and benefit of the property or residents within the boundaries of the MSTUs.

(B) Revenues derived from ad valorem taxes levied within the MSTUs shall be used for the provision of dune and beach renourishment, restoration, erosion control and storm protection for property and roadway access, and related maintenance services, facilities, improvements, pertinent studies, administrative services, legal services, and programs provided to properties and residents within the MSTUs.

SECTION 5. BOND REFERENDUM. In the event the Board desires to pledge the MSTUs' ad valorem tax to the retirement of debt issued for the purpose of financing dune and beach renourishment, restoration, erosion control and storm protection facilities, improvements, and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provision of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

SECTION 6. CODIFICATION. It is the intention of the Board of County Commissioners of St. Johns County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of St. Johns County, Florida, that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article," or other appropriate designation.

SECTION 7. EFFECTIVE DATE. The Clerk shall file a certified copy of this ordinance with the Department of State within ten days of its adoption. The ordinance shall take effect immediately upon its filing with the Department of State.

DULY ENACTED this 19th day of March, 2019.

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

Paul M. Waldron
Paul Waldron, Chair

ATTEST: HUNTER S. CONRAD, CLERK

By: Wynne King
Deputy Clerk of Circuit Court

RECEIVED DATE MAR 21 2019

APPROVED AS TO FORM:

By: Alvin C. Davis
County Attorney

Effective Date: MAR 26 2019



ATTACHMENT A

**Description of South Ponte Vedra Boulevard Dune and Beach Restoration
Municipal Service Taxing Unit**

A PARCEL OF LAND LYING IN TOWNSHIP 5 SOUTH, RANGE 30 EAST AND TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA. SAID PARCEL BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF LOT 8 BLOCK 7 OF SOUTH PONTE VEDRA BEACH AS RECORDED IN MAP BOOK 6, PAGE 30 OF THE PUBLIC RECORDS OF SAID COUNTY; BOUNDED ON THE EAST BY THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; BOUNDED ON THE SOUTH BY THE NORTH LINE OF PHASE II OF THE OCEAN VILLAS AT SERENATA BEACH, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 1086 OF SAID PUBLIC RECORDS; AND BOUNDED ON THE WEST BY THE EAST RIGHT OF WAY LINE OF STATE ROAD A1A AS NOW ESTABLISHED.

ATTACHMENT B

Description of Coastal Highway Municipal Service Taxing Unit

A PARCEL OF LAND LYING IN TOWNSHIP 6 SOUTH, RANGE 30 EAST AND TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA. SAID PARCEL BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF PHASE I OF OCEAN VILLAS AT SERENATA BEACH, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 1086 OF THE PUBLIC RECORDS OF SAID COUNTY; BOUNDED ON THE EAST BY THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; BOUNDED ON THE SOUTH BY A LINE 300 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF LOT P, AS SHOWN ON THE PLAT OF PERKINS ADDITION TO NORTH BEACH CITY AS RECORDED IN MAP BOOK 5 PAGE 20 OF SAID PUBLIC RECORDS, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3530, PAGE 1614 OF SAID PUBLIC RECORDS; AND BOUNDED ON THE WEST BY THE EAST RIGHT OF WAY LINE OF STATE ROAD A1A AS NOW ESTABLISHED.

THE ST. AUGUSTINE RECORD
Affidavit of Publication

MINUTES AND RECORDS
500 SAN SEBASTIAN VIEW

SAINT AUGUSTINE, FL 32084

ACCT: 15634
AD# 0003152656-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF HEARING in the matter of MSTU ORDINANCE was published in said newspaper on 03/08/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this _____ day of MAR 08 2019

by Jamie Williams who is personally known to me or who has produced as identification

Tiffany M. Lowe
(Signature of Notary Public)

NOTICE OF PUBLIC HEARING OF THE ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, will hold a public hearing to consider adoption of the following ordinance at a regular meeting on Tuesday, March 19, 2019, at 9:00 a.m. in the County Auditorium of the County Administration Building, 500 San Sebastian View, St. Augustine, Florida:

AN ORDINANCE CREATING MUNICIPAL SERVICE TAXING UNITS FOR THE PROVISION OF DUNE AND BEACH RESTORATION FOR SOUTH PONTEVEDRA AND VILANO BEACHES WITHIN THE UNINCORPORATED AREA OF ST. JOHNS COUNTY; DESCRIBING THE BOUNDARIES OF THE MUNICIPAL SERVICE TAXING UNITS; AUTHORIZING THE MUNICIPAL SERVICE TAXING UNITS TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE DUNE AND BEACH RENOURISHMENT, RESTORATION, EROSION CONTROL AND STORM PROTECTION, AND OTHER RELATED SERVICES, FACILITIES, IMPROVEMENTS AND PROGRAMS; AUTHORIZING A PLEDGE OF THE MUNICIPAL SERVICE TAXING UNITS' AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT AS PROVIDED BY GENERAL LAW; AND PROVIDING AN EFFECTIVE DATE.

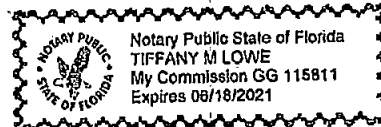
The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida, and may be examined by interested parties prior to the said public hearing. Please take note that the proposed ordinance is subject to revision prior to hearing or adoption. All parties having any interest in said ordinance will be afforded an opportunity to be heard at the public hearing.

If a person decides to appeal any decision made with respect to any matter considered at the hearing, such person will need a record of the proceedings, and for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in the proceedings should contact the ADA Coordinator at (904) 209-0650 at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084. For hearing impaired individuals: Florida Relay Service: 1-800-955-8770.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, ITS CLERK
By: Yvonne King, Deputy Clerk

0003152656 March 8, 2019





FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

March 26, 2019

Honorable Hunter S. Conrad
Clerk of Court
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

Attention: Ms. Yvonne King

Dear Mr. Conrad:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of St. Johns Ordinance No. 2019-25, which was filed in this office on March 26, 2019.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/ib

FILED **MAR 26 2019**
ST. JOHNS COUNTY
CLERK OF COURT

BY: *Yvonne King*
DEPUTY CLERK

ORDINANCE NO.: 2019-24

AN ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, AMENDING ST. JOHNS COUNTY ORDINANCE NUMBER 2011-31, *AS AMENDED*, PROVIDING FOR FINDINGS OF FACT; AMENDING, CHANGING AND RESTATING (IN WHOLE OR IN PART) THE ST. JOHNS COUNTY TOURIST DEVELOPMENT PLAN TO, AMONG OTHER THINGS, INCLUDE AN ADDITIONAL CATEGORY OF USE, A REALLOCATION OF TOURIST DEVELOPMENT TAX REVENUES, APPROPRIATION OF FUNDING FOR CERTAIN SPECIAL EVENTS AND USES, AND CATEGORY FUND RETENTION; PROVIDING FOR CORRECTION OF ERRORS; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Section 125.0104 of the Florida Statutes (F.S.), as amended (“the Local Option Tourist Development Act” or “Act”), authorizes the St. Johns County Board of Commissioners (“the Board”) to levy and impose a tourist development tax on the exercise, within the boundaries of St. Johns County, Florida, of the privilege of renting, leasing or letting for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, vacation rental home (or any part thereof), condominium, or timeshare resort for a term of six (6) month or less; and

WHEREAS, the Act further authorizes the Board to establish and, from time to time, amend a tourist development plan that sets forth the specific uses and allocation of tourist development tax revenues; and

WHEREAS, St. Johns County Ordinance No. 86-72, among other things, established the original St. Johns County Tourist Development Plan (“Plan”); and

WHEREAS, in accordance with the Act, from time to time, the Plan has been amended and changed to include a purpose statement, to provide narrative descriptions of the spending categories and to allocate/reallocate revenues (*see* Ordinance Nos. 2009-62, 2010-12, 2010-13, and 2011-31); and

WHEREAS, the Board seeks to further amend the Plan as provided herein; and

WHEREAS, the Board has determined that amending and changing the Plan as provided herein will further advance tourism in St. Johns County as well as promote St. Johns County as a tourist destination and serve the best interests of local citizens.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that:

Section 1. Effect of Recitals

The above Recitals are incorporated by reference into the body of this Ordinance, and such Recitals are adopted as findings of fact.

Section 2. Additional Findings

(a) The Board finds that local beaches are a major asset in promoting and advertising tourism in the State of Florida, nationally and internationally in order to attract tourists to St. Johns County.

(b) The Board further finds that amending and changing the Plan as described herein will advance further and promote tourism in St. Johns County.

Section 3. Amendments and Changes to the Tourist Development Plan

(a) In accordance with section 125.0104(4), F.S., the Plan may not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one (1) additional member of the Board.

(b) By such affirmative vote, the Plan shall be amended and changed by this Ordinance as follows (underline denotes new language, ~~strike through~~ denotes language removed):

1. Section 2, entitled "Uses and Allocation of Tax Revenues" shall be amended to read as follows:

Section 2. Use and Allocation of Tax Revenues.

The following categories of use of each individual percent of the local option tourist development tax ("bed tax") are set forth below in subsection A, with the percentage of the total amount of the yearly revenue to be expended for, or credited to, each category set forth in subsection B:

A. Categories of Use.

- (1) **DESTINATION MARKETING:** In accordance with Section 125.0104, F.S., provide for the marketing and promotion in the state, nationally, and internationally of St. Johns County as a tourist destination by means including, but not limited to, effective advertising; dissemination of editorial and promotional messages; and the use of electronic and web-based media outlets; travel industry and consumer direct sales initiatives; and related administrative expenses.
- (2) **ARTS, CULTURE & HERITAGE:** In accordance with Section 125.0104 F.S., provide for cultural, historical, literary, fine and non-fine arts entertainment; festivals, programs and activities that directly promote St. Johns County tourism; and related administrative expenses.

(3) **LEISURE & RECREATION:** In accordance with Section 125.0104 F.S., provide for the current and future obligations, associated with or related to, acquiring, constructing, extending, enlarging, remodeling, repairing, improving, maintaining, operating, and promoting publicly-owned leisure/recreational activities and facilities, deemed tourist-related by the Board of County Commissioners ("Board"); to provide for beach park facilities, beach improvement, maintenance, renourishment, restoration and erosion control; to provide for the solicitation or production of amateur or professional sporting events and activities conducted for the purpose of attracting visitors either as participants or spectators to St. Johns County; and to provide for related administrative expenses.

(4) **ADMINISTRATIVE EXPENSES/SPECIAL USES/SPECIAL EVENTS:** In accordance with Section 125.0104, F.S., provide for general administrative costs, operational expenses, payment on debt services, special projects and events, including, but not limited to, the following:

a. *Administrative Expenses:*

(1) ~~Costs and fees paid to the St. Johns County Tax Collector for the collection of the bed tax revenues;~~

(2) Costs and fees paid to the St. Johns County Clerk of the Courts for auditing taxpayer accounts;

(3) Administrative staff salaries, benefits, administrative travel, and all costs of furnishing and operating administrative offices whether paid directly or by reimbursement, except that funds for contractual services from the administrative budget may be expended upon the express approval of the Board, following consideration and recommendation by the Tourist Development Council. Such expenses shall equal an amount up to five percent (5%) above the previous annual budgeted amount;

(4) General administrative costs;

(5) Insurance costs;

(6) Contractual Services as may be deemed necessary from time to time by the Tourist Development Council, and to the extent permissible under Section 125.0104, F.S.

b. *Special Uses:*

(1) **Tourist Development Fund Reserves.** An amount to be determined annually by the Tourist Development Council, but not to exceed five percent (5%) of the gross anticipated fiscal year projected revenue.

(2) **Tourism Related Capital Projects.** At St. Johns County's sole discretion, bed tax revenues may be used for the following payments:

i. The St. Augustine Amphitheatre annual bond payment of up to ~~\$260,000~~ \$460,000;

ii. All or a part of the St. Johns County Convention Center annual bond payment to be made by St. Johns County due to the credit given to Assessment Contributors in the calculation of the Shortfall Assessments to be paid by the Assessment Contributors (as such

capitalized terms are defined in the Special Assessment Agreement, St. Johns County Taxable Convention Center Revenue Bonds, Series 1996, dated July 24, 1996, as amended and supplemented).

c. *Special Events* (for the purpose of attracting tourists to St. Johns County), including, but not limited to:

- i. Nights of Lights programs within the City of St. Augustine and St. Augustine Beach up to \$100,000;
- ii. Annual holiday fireworks displays in St. Augustine and St. Augustine Beach up to \$60,000 per year combined;
- iii. THE PLAYERS golf tournament – up to ~~\$200,000~~ \$250,000 per year.

d. *Visitor Information Centers*. Operations of Official Visitor Information Centers within St. Johns County up to \$350,000 per year.

(5) TOURISM ASSETS: In accordance with Section 125.0104, F.S., provide for the current and future obligations, associated with or related to, acquiring, constructing, extending, enlarging, remodeling, repairing, improving, maintaining, operating, and promoting assets as deemed tourist-related by the Board; creating, developing, administering and managing activities, programs and projects deemed tourist-related by the Board; and to provide for related administrative expenses.

B. Percent of Annual Revenue.

Category	1 st Percentage Tax	2 nd Percentage Tax	3 rd Percentage Tax	4 th Percentage Tax
(1)	40%	40%	0%	100%
(2)	30%	30%	0%	0%
(3)	30%	30%	0%	0%
(4)	0%	0%	100%	0%
TOTAL	100%	100%	100%	100%

Category	1 st Percentage Tax	2 nd Percentage Tax	3 rd Percentage Tax	4 th Percentage Tax
(1)	25%	25%		100%
(2)	25%	25%		0%
(3)	25%	25%		0%
(4)			80%	0%
(5)	25%	25%	20%	
TOTAL	100%	100%	100%	100%

C. Remainder Of 3rd Percentage Tax Funds-Residual Funds

Any revenue generated from the 3rd Percentage Tax remaining after expenditures for specific purposes or projects listed in Sections 2.A and 2.B of this Plan, shall be allocated among Categories (1), (2), and (3) as follows:

(1) ~~DESTINATION MARKETING 40% of total remaining funds.~~

(2) ~~ARTS, CULTURE & HERITAGE 30% of total remaining funds.~~

(3) ~~LEISURE & RECREATION 30% of total remaining funds.~~

The balance of any tourist tax revenues remaining after expenditures for specific purposes or projects listed in Sections 2.A and 2.B of this Plan, may be reallocated at the direction of the Board for any use consistent with the provisions of section 125.0104, F.S.

D. Earned Interest and Category Fund Retention.

- (1) *Earned Interest Revenue.* Interest revenue shall be retained in each use category based upon the prior month's appropriation balance less encumbrances.
- (2) *Category Fund Retention.* ~~Subject to With the exception of funds described in Section 2.C, (2) above,~~ the previous fiscal year's category use appropriations, or any actual residual funds ~~shall~~ will remain within the use category for its stated purpose.

Section 4. Repeal of Inconsistent Provisions.

All provisions contained in or associated with any prior ordinances or resolutions, which are deemed inconsistent or in conflict with the provisions set forth above, are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Savings Clause.

Notwithstanding anything to the contrary, and for purposes of this Ordinance, all other provisions contained in prior ordinances or resolutions associated with Ordinance No. 86-72 (*as previously amended*) and are specifically preserved and remain in full force and effect.

Section 6. Severability.

It is the intent of the Board, and it is hereby provided that, if any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such word, phrase, clause, section or portion shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining words, phrases, clauses, sections or portions thereof.

Section 7. Correction of Errors.

To the extent that there are scrivener, typographical or administrative errors and/or omissions that do not change the tone, tenor or context of this Ordinance and do not substantially amend the Plan, then this Ordinance may be revised without subsequent approval of the Board of County Commissioners.

Section 8. Captions.

The captions, sections, headings and section designation used in this Ordinance are for convenience only and shall no effect on the interpretation of the provisions of this Ordinance.

Section 9. Effective Date.

This Ordinance shall take effect upon its filing in the Office of the Secretary of State, State Florida.

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of March, 2019.

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

Paul M. Waldron

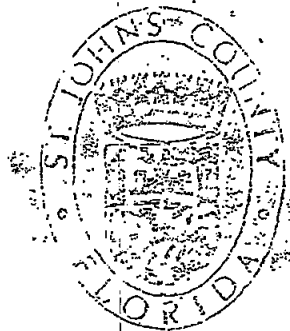
Chair

ATTEST: Hunter S. Conrad, Clerk

By: *Luanne Kenej*
Deputy Clerk

RENDITION DATE MAR 21 2019

Effective Date: MAR 26 2019



DRAFT DRAFT DRAFT

TDT Revenue Distribution Table
(In \$ millions)

	Category I Destination Marketing	Category II Arts, Culture, Heritage	Category III Leisure and Recreation	Category IV Admin and Special Uses	Category V Tourism Asset Improvement and Management
Current distribution of 4 cent bed tax	1.8 cents	0.6 cents	0.6 cents	1.0 cents	0.0 cents
FY 2019 projected gross revenue allocation as reflected in the budget	\$5.0	\$1.7	\$1.7	\$2.8	\$0.
FY 2020 anticipated gross revenue allocation with current 4 cent distribution*	\$6.0	\$2.0	\$2.0	\$3.3	\$0
Potential revised distribution of 4 cent bed tax	1.5 cents	0.5 cents	0.5 cents	0.8 cents	0.7 cents
FY 2020 anticipated gross revenue allocation with revised 4 cent distribution*	\$5.0	\$1.7	\$1.7	\$2.7	\$2.3

* Applying a 9% annual increase (the average annual increase since FY12) to FY18 TDT collections

Potential Category V Tourism Asset Improvement and Management Projects

- Beach renourishment & improvements
- Beach access improvements
- Boat ramp improvements/construction
- Sports facility improvements/construction
- Recreation facility improvements/construction
- Arts and cultural facility improvements/construction
- Land acquisition for tourism amenities

FY 2020 TDC Budget Timeline: To allow adequate time for the development of the FY20 tourism promotion plan, the contracted tourism promotion organizations (i.e. the Visitor and Convention Bureau and the Cultural Council) need to be given an indication of anticipated FY20 budget allocations in March.

DRAFT DRAFT DRAFT

THE ST. AUGUSTINE RECORD
Affidavit of Publication

MINUTES AND RECORDS
500 SAN SEBASTIAN VIEW

SAINT AUGUSTINE, FL 32084

ACCT: 15634
AD# 0003153073-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS, who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF HEARING in the matter of TOURIST DEVELOP PLAN ORD was published in said newspaper on 03/09/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this 11 day of MAR 2019

by Jamie Williams who is personally known to me or who has produced as identification

Tiffany M. Lowe

(Signature of Notary Public)

NOTICE OF PUBLIC HEARING OF THE
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, will hold a public hearing to consider adoption of the following ordinance at a regular meeting on Tuesday, March 19, 2019, at 9:00 a.m. in the County Auditorium at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida:

AN ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, AMENDING ST. JOHNS COUNTY ORDINANCE NUMBER 2018-51, AS AMENDED, PROVIDING FOR FINDINGS OF FACT, AMENDING, CHANGING AND RESTATING (IN WHOLE OR IN PART) THE ST. JOHNS COUNTY TOURIST DEVELOPMENT PLAN TO, AMONG OTHER THINGS, INCLUDE AN ADDITIONAL CATEGORY OF USE, A REALLOCATION OF TOURIST DEVELOPMENT TAX REVENUES, APPROPRIATION OF FUNDING FOR CERTAIN SPECIAL EVENTS AND USES, AND CATEGORY FUND RETENTION; PROVIDING FOR CORRECTION OF ERRORS; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

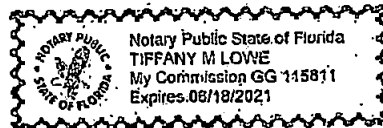
The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida, and may be examined by interested parties prior to the said public hearing. Please take note that the proposed ordinance is subject to revision prior to hearing or adoption. All parties having any interest in said ordinance will be afforded an opportunity to be heard at the public hearing.

If a person decides to appeal any decision made with respect to any matter considered at the hearing, such person will need a record of the proceedings, and for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in the proceedings should contact the ADA Coordinator at (904) 209-6830 at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084. For hearing impaired individuals: Florida Relay Service: 1-800-955-8770.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, ITS CLERK
By: Yvonne King, Deputy Clerk

0003153073 March 9, 2019





FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

March 26, 2019

Honorable Hunter S. Conrad
Clerk of Court
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

Attention: Ms. Yvonne King

Dear Mr. Conrad:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of St. Johns Ordinance No. 2019-24, which was filed in this office on March 26, 2019.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

FILED **MAR 26 2019**
ST. JOHNS COUNTY
CLERK OF COURT
BY: *Yvonne King*
DEPUTY CLERK

Res 2019-77

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

THIS AGREEMENT is entered into this 23rd day of April, 2019, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Jacksonville District and the St. Johns County, Florida (hereinafter the "Non-Federal Sponsor"), represented by the Chair of its Board of County Commissioners.

WITNESSETH, THAT:

WHEREAS, construction of the St. Johns County Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches) at St. Johns County, Florida (hereinafter the "Project", as defined in Article I.A. of this Agreement) was authorized by Section 1401(3) of the Water Resources Development Act of 2018, Public Law 115-270;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, to the extent that appropriations provided under the Construction heading, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123 enacted February 9, 2018 (hereinafter "BBA 2018"), are available and used to undertake construction of the Project, the Government is authorized to finance the non-Federal cash contributions required for initial construction of the Project, currently estimated at \$2,260,954, in accordance with the provisions of Section 103(k) of the Water Resources Development Act of 1986 (33 U.S.C. 2213(k)), with the interest rate for deferred payments determined in accordance with Section 106 of the Water Resources Development Act of 1986 (33 U.S.C. 2216);

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to the funds provided in BBA 2018 that will be used for initial construction of the Project;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor's full expense, additional work while the Government is carrying out the Project; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that

Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C.1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means the beach and dune nourishment within the Vilano Beach and a small portion of the South Ponte Vedra Beach Reaches including construction of a 60-foot equilibrated berm extension from +8.0 foot 1988 North Atlantic Vertical Datum contour between the Florida Department of Environmental Protection monuments R103.5 and R116.5 along 2.6 miles of shoreline and a dune feature that reflects the average 2015 dune position with tapers of the maximum length of one thousand feet from the northern and southern ends of the berm extension, connecting the extension to the existing shoreline resulting in sand placement from R102.5 to R117.5 along 3 miles of shoreline, as generally described in the St. Johns County, Florida South Ponte Vedra Beach, Vilano Beach, and Summer Haven Reaches Coastal Storm Risk Management Project Final Integrated Feasibility Study and Environmental Assessment, dated March 2017 and approved by the Chief of Engineers on August 8, 2017 (hereinafter the "Decision Document").

B. The term "periodic nourishment" means the placement of suitable beach berm material after initial construction of the Project, at appropriate intervals during the 50-year period of Federal participation that begins on the date of initiation of construction of the Project, as generally described in the Decision Document.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes, but is not necessarily limited to: the Government's costs of engineering, design, and construction; the Government's supervision and administration costs; the Government's costs of monitoring; the Non-Federal Sponsor's creditable costs for providing real property interests, placement area improvements, and relocations and for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; betterments; or additional work; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally

equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "placement area improvements" means the improvements required on real property interests to enable the ancillary placement of material that has been dredged or excavated during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

G. The term "functional portion thereof" means a portion of the Project that has been completed and that can function independently, as determined in writing by the District Commander for Jacksonville District (hereinafter the "District Commander"), although the remainder of the Project is not yet complete.

H. The term "in-kind contributions" means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander for South Atlantic Division (hereinafter the "Division Commander"). To be integral to the Project, the material or service must be part of the work that the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

I. The term "betterment" means a difference in construction of an element of the Project that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

J. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

K. The term "additional work" means items of work related to, but not cost shared as a part of, the Project that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

L. The term "Maximum Cost Limit" means the statutory limitation on the total cost of periodic nourishment for the Project, as determined by the Government in accordance with Section 902 of the Water Resources Development Act of 1986, as amended, and Government regulations issued thereto.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct the Project, with initial construction undertaken using BBA 2018 funds to

the extent they are available for that purpose and with periodic renourishment subject to receiving funds appropriated by the Congress and funds provided by the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall contribute 35 percent of construction costs for initial construction of the Project, and 50 percent of construction costs for periodic nourishment, allocated by the Government to coastal storm risk management; 100 percent of construction costs allocated by the Government to beach improvements with exclusively private benefits, and 100 percent of construction costs allocated by the Government to improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project. If the Government determines that the Non-Federal Sponsor's estimated credits for real property interests, placement area improvements, and relocations will exceed 35 percent of construction costs for initial construction or 50 percent of construction costs for periodic nourishment allocated to coastal storm risk management, the Government, in its sole discretion, may acquire any of the remaining real property interests, construct any of the remaining placement area improvements, or perform any of the remaining relocations with the cost of such work included as a part of the Government's cost of construction. Nothing in this provision affects the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

2. In providing in-kind contributions, if any, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. As functional portions of the work are completed, the Non-Federal Sponsor shall begin operation and maintenance of such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. For initial construction of the Project, after considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.1. and B.2., above, the Government shall determine the cash contributions that otherwise would have been required from the Non-Federal Sponsor to meet its cost share for construction costs allocated to coastal storm risk management. To the extent BBA 2018 funds are available for initial construction of the Project, the Government, in accordance with the provisions of Article VI.B., may defer payment of the cash contributions that the Non-Federal Sponsor would have otherwise been required to provide during initial construction of the Project in order to meet its cost share. However, for construction costs allocated to beach improvements with exclusively private benefits and improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation, the Non-Federal Sponsor, in accordance with Article VI.D., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

4. For each cycle of periodic nourishment, after considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.1. and B.2.,

above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor for the then-current fiscal year.

a. No later than 120 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article VI.C. For construction costs allocated to beach improvements with exclusively private benefits and improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation, the Non-Federal Sponsor, in accordance with Article VI.D., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

b. No later than July 1st prior to each subsequent fiscal year during a cycle of periodic nourishment, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than October 1st or, if October 1st falls on a Saturday or Sunday, the next business day thereafter, prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that initial construction of the Project, or a functional portion thereof, is complete, within 30 calendar days of such determination, the

District Commander shall so notify the Non-Federal Sponsor in writing and the Non-Federal Sponsor, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project, or such functional portion thereof. The Government shall furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") and copies of all as-built drawings for the completed work. The Government's undertaking of a cycle of periodic nourishment has no effect on the Non-Federal Sponsor's continuing responsibility for operation, maintenance, repair, rehabilitation, and replacement of the Project. If a cycle of periodic nourishment changes those responsibilities, the Non-Federal Sponsor, at no cost to the Government, shall commence any additional responsibilities upon notification from the Government.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and the Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

F. At least annually and after storm events, the Non-Federal Sponsor, at no cost to the Government, shall perform surveillance of the Project to determine losses of material and provide results of such surveillance to the Government.

G. Not less than once each year, the Non-Federal Sponsor shall inform affected interests of the extent of risk reduction afforded by the Project.

H. The Non-Federal Sponsor shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

I. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsor shall prepare a floodplain management plan for the Project within one year after the effective date of this Agreement and shall implement such plan not later than one year after completion of initial construction of the Project. The plan shall be designed to reduce the impacts of future coastal events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal

interests to preserve the level of coastal storm risk reduction provided by such work. The Non-Federal Sponsor shall provide an information copy of the plan to the Government.

J. The Non-Federal Sponsor shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

K. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of coastal storm risk reduction the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

L. For shores, other than Federal shores, protected pursuant to this Agreement using Federal funds, the Non-Federal Sponsor shall ensure the continued public use of such shores compatible with the authorized purpose of the Project.

M. The Non-Federal Sponsor shall provide and maintain necessary access roads, parking areas, and other associated public use facilities, open and available to all on equal terms, as described in the Decision Document.

N. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

O. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

P. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Maximum Cost Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

Q. The Non-Federal Sponsor may request in writing that the Government perform betterments or additional work on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to

such request, the Non-Federal Sponsor, in accordance with Article VI.D., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

R. Notwithstanding any other provision in this Agreement, in the event that there are insufficient BBA 2018 funds available to complete initial construction of the Project, such completion shall be subject to receiving Federal funds appropriated by the Congress. To the extent that Federal funds other than BBA 2018 funds are used, financing is not available for any required cash contribution, and the Non-Federal Sponsor must provide such amounts in accordance with the following:

1. The Government shall determine the amount of funds required from the Non-Federal Sponsor to meet its cost share for the then-current fiscal year. No later than 90 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.B.1.c.

2. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.B.1.c.

ARTICLE III - REAL PROPERTY INTERESTS, PLACEMENT AREA IMPROVEMENTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the placement area improvements necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements and shall provide the Non-Federal Sponsor with a written notice to proceed with such improvements. The Non-Federal Sponsor shall construct the improvements in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall

provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests, placement area improvements, and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, construct placement area improvements, or perform the necessary relocations. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.D., must provide funds sufficient to cover the costs of the acquisitions, placement area improvements, or relocations in advance of the Government performing the work. The Government shall acquire the real property interests, construct the placement area improvements, and perform the relocations, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests, placement area improvements, or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

E. As required by 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), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter

"CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, PLACEMENT AREA
IMPROVEMENTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of Non-Federal Sponsor provided real property interests (except interests in lands subject to shore erosion that are publicly owned on the effective date of this Agreement or, if required for in-kind contributions covered by an in-kind Memorandum of Understanding (hereinafter "In-Kind MOU"), that were publicly owned on the effective date of the In-Kind MOU), placement area improvements, and relocations, and the costs of in-kind contributions determined by the Government to be required for the Project. However, for initial construction of the Project, only costs incurred by the Non-Federal Sponsor to acquire real property interests from private owners, to construct placement area improvement, to perform relocations, and to provide in-kind contributions are eligible for credit.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. For initial construction of the Project, only costs associated with real property interests acquired from private owners after the effective date of this Agreement are eligible for credit, unless such real property interests acquired from private owners were required for in-kind contributions covered by an In-Kind MOU. The Non-Federal Sponsor shall obtain, for each creditable real property interest (except interests in lands subject to shore erosion that are publicly owned on the effective date of this Agreement), an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. For crediting purposes, appraisals of interests in lands subject to shore erosion acquired from private parties after the effective date of this Agreement must consider special benefits in accordance with the Uniform Appraisal Standards for Federal Land Acquisition (2016) (hereinafter "Uniform Appraisal Standards").

(1) Date of Valuation. For any real property interests (other than interests in lands subject to shore erosion) owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind MOU (other than interests in lands subject to shore erosion that were publicly owned on the effective date of the In-Kind MOU), the date of initiation of construction shall be used to determine fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

(1) If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. Except as provided in paragraph C.1.b.(2) below, the fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

(2) For interests in lands subject to shore erosion, the Government will credit the amount of the court award or stipulated settlement only to the extent that the court award or stipulated settlement considered special benefits in accordance with the Uniform Appraisal Standards. If the court award or stipulated settlement did not consider special benefits, fair market value for crediting purposes shall be limited to the amount determined by an appraisal that considers special benefits.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project after the effective date of this Agreement, unless such incidental costs were required for in-kind contributions covered by an In-Kind MOU. For initial construction of the Project, only incidental costs for acquiring real property interests from private owners are eligible for credit. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Placement Area Improvements. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of placement area improvements required for the Project. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide any placement area improvements required for the Project. Only placement area improvements provided after the effective date of this Agreement are eligible for credit, unless such placement area improvements were required for in-kind contributions covered by an In-

Kind MOU. Such costs shall include, but not necessarily be limited to, actual costs of constructing the improvements; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs associated with betterments, as determined by the Government.

3. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of the Project. Only relocations performed after the effective date of this Agreement are eligible for credit, unless such relocations were required for in-kind contributions covered by an In-Kind MOU.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Florida would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments; as determined by the Government, nor any additional cost of using new material when suitable used material is available.

4. In-Kind Contributions. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to the Project.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of providing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and

credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind MOU between the Government and Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government.

5. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests that were previously provided as an item of local cooperation for another Federal project, that are required for beach improvements with exclusively private benefits or improvements or other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation, or real property interests for initial construction of the Project (other than those acquired through relocations) that are owned or controlled by public entities.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, total construction costs are projected to be \$144,695,000 with the Government's share of such costs projected to be \$27,013,000 and the Non-Federal Sponsor's share of such costs projected to be \$117,682,000. Construction costs allocated to coastal storm risk management for initial construction are projected to be \$26,452,000, with the Government's share of such costs projected to be \$6,084,000 and the Non-Federal Sponsor's share of such costs projected to be \$20,368,000; which includes creditable real property interests, relocations, and placement area improvements projected to be \$1,028,280, creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its cost share projected to be \$19,339,720. Construction costs allocated to coastal storm risk management for periodic nourishment are projected to be \$118,243,000, with the Government's share of such costs projected to be \$20,929,000, and the Non-Federal Sponsor's share of such costs projected to be \$97,314,000. Construction costs allocated to beach improvements with exclusively private benefits are projected to be \$12,787,028 for initial construction and \$57,159,251 for periodic nourishment. Construction costs allocated to improvements or other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation are projected to be \$4,291,738 for initial construction and \$19,184,484 for periodic nourishment. Costs for betterments are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. Deferred Payment of Cash Contributions for Initial Construction of the Project. To the extent BBA 2018 funds are available for initial construction of the Project, the following provisions apply:

1. During initial construction of the Project, the Government will maintain records of monthly Federal obligations and determine non-Federal share of such obligations.

a. The Government shall charge interest on the non-Federal share of each monthly amount. Interest shall be compounded annually on the anniversary of each monthly amount until the date initial construction of the Project is completed or terminated, as applicable. If such anniversary is less than twelve months, the Government will prorate the interest charges.

b. The Government shall provide the Non-Federal Sponsor with monthly reports of all such monthly amounts incurred to date and the estimated interest charges applied to each monthly amount through that quarter.

c. If the Non-Federal Sponsor elects to make a payment of funds during initial construction of the Project or the Government determines at any time that it does not have sufficient funds to allow the Non-Federal Sponsor to defer its cash contributions pursuant to the provisions of paragraph B. of this Article, the Non-Federal Sponsor shall provide such funds by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

2. Pursuant to Article II.E. or Article VII, the District Commander shall provide written notification to the Non-Federal Sponsor of the date initial construction was completed or terminated, as applicable. After such notification, the Government shall conduct a final accounting to determine the construction costs for initial construction and each party's required share thereof, and each party's total contributions thereto. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs for initial construction, including contract claims or any other liability that may become known after the final accounting. In addition, if the final accounting for initial construction determines that the Non-Federal Sponsor's credit for real property interests, placement area improvements, and relocations combined with credit for in-kind contributions exceed its share of construction costs for initial construction, the Government, subject to the availability of funds, shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsor.

3. Not later than 30 calendar days after the date of the District Commander's written notice pursuant to paragraph B.2. of this Article, the Government shall complete the final accounting and notify the Non-Federal Sponsor in writing of the principal amount, which includes that portion of the non-Federal cash contributions that have been deferred plus interest during construction, and the initial annual installments of the principal amount amortized over a period of 30-years using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The payment period begins on the date the Government notifies the Non-Federal Sponsor of the principal amount and the initial annual installments.

4. The Government shall recalculate the annual installments at five-year intervals by amortizing the outstanding portion of the principal amount over the remaining portion of the payment period using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The Government shall notify the Non-Federal Sponsor in writing of the recalculated annual installments. The last installment shall be adjusted upward or downward to assure payment of all the indebtedness.

5. The Non-Federal Sponsor shall pay the first installment no later than 30 calendar days after the date of the Government's notification pursuant to paragraph B.3. of this Article, and each annual installment thereafter on the anniversary date of such notification, by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander or providing an Electronic Funds Transfer in accordance with procedures established by the Government. The Non-Federal Sponsor, in its sole discretion, may prepay the principal amount, in whole or in part, at any time without penalty.

C. Payment of Funds for Each Cycle of Periodic Nourishment.

1. While undertaking periodic nourishment, the Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests, placement area improvements, and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

2. For each cycle of periodic nourishment, the Non-Federal Sponsor shall provide the funds required to meet its share of construction costs allocated to coastal storm risk management by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs allocated to coastal storm risk management as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 120 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

4. Upon completion of each cycle of periodic nourishment, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall

conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 120 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If a final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its share of construction costs for periodic nourishment, the Government shall refund such excess amount, subject to the availability of funds for the refund. In addition, if such final accounting determines that the Non-Federal Sponsor's credit for real property interests, placement area improvements, and relocations combined with credit for in-kind contributions exceed its share of construction costs for periodic nourishment, the Government, subject to the availability of funds; shall enter into a separate agreement to reimburse the difference to the Non-Federal Sponsor.

D. If there are beach improvements with exclusively private benefits; improvements or other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation; or real property interests, placement area improvements, relocations, additional work, or betterments provided on behalf of the Non-Federal Sponsor; the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 120 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Jacksonville (K3)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction, until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume. In addition, the Government may suspend construction of periodic nourishment if the Maximum Cost Limit is exceeded.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs that are cost shared but shall be included in calculating the Maximum Cost Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

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

If to the Non-Federal Sponsor:

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

If to the Government:

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

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

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

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

DEPARTMENT OF THE ARMY

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____

Andrew D. Kelly
Colonel, U.S. Army

BY: _____

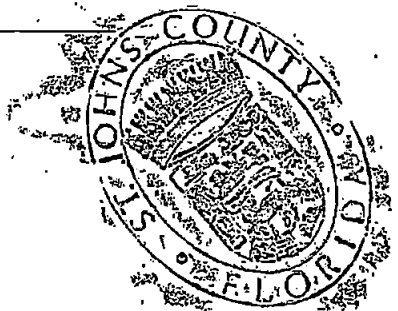
Paul M. Waldron
Paul M. Waldron
Chair

DATE: _____

4/23/19

DATE: _____

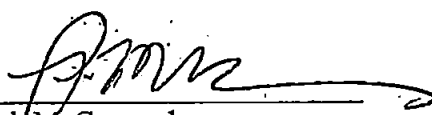
4/23/19



CERTIFICATE OF AUTHORITY

I, Patrick McCormack, do hereby certify that I am the principal legal officer of St. Johns County, that St. Johns County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and St. Johns County in connection with the St. Johns County, Florida Coastal Storm Risk Management Project (South Ponte Vedra Beach and Vilano Beach Reaches), and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Agreement, as required by Section 221 of the Public Law 91-661, as amended (42 U.S.C. 1962d-5b), and that the person who executed the Agreement on behalf of St. Johns County acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
23 day of April 2019.



Patrick McCormack
County Attorney

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Paul M. Waldron

Paul M. Waldron, Chair
St. Johns County Board of County Commissioners

DATE: 4/23/19



RESOLUTION NO. 2019-77

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF, AND AUTHORIZING THE EXECUTION OF, A PROJECT PARTNERSHIP AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND ST. JOHNS COUNTY FOR THE ST. JOHNS COUNTY, FLORIDA, COASTAL STORM RISK MANAGEMENT PROJECT IN PORTIONS OF THE SOUTH PONTE VEDRA AND VILANO BEACH REACHES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CORRECTION OF ERRORS; PROVIDING DIRECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Department of the Army, represented by the Jacksonville District of the U.S. Army Corps of Engineers, has presented the attached Project Partnership Agreement (the Agreement) to participate in a Coastal Storm Risk Management Project (the Project), consisting of an equilibrated sixty foot extension of the dry beach and restoration of the 2015 dune position along an approximately 2.6 mile section of beach immediately south of Serenata Ocean Villas on Vilano Beach, and periodic nourishments to restore the project, as needed but estimated to occur every twelve years, over a 50-year period; and

WHEREAS, the Project is defined in the St. Johns County, Florida South Ponte Vedra Beach, Vilano Beach and Summer Haven Reaches Coastal Storm Risk Management Project Final Integrated Feasibility Study and Environmental Assessment, dated March 2017, approved by the Chief of Engineers on August 8, 2017; and

WHEREAS, construction of the Project was authorized by Section 1401(3) of the Water Resources Development Act of 2018, Public Law 115-270; and

WHEREAS, the Agreement provides for the obligations of the County and the U.S. Army Corps of Engineers with respect to the Project, including cost-sharing requirements pursuant to Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended; and

WHEREAS, the federal share of the initial project is funded by appropriations provided under the Construction heading, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123 enacted February 9, 2018; and

WHEREAS, the County has reviewed the terms, provisions and requirements of the Agreement, and has determined that accepting the terms of the Agreement serves the public interests of the citizens of St. Johns County.

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

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 the Agreement, and authorizes the Chair, or his designee, to execute the Agreement on behalf of the County in substantially the same form as attached.

Section 3. The Board of County Commissioners further authorizes the County Administrator, or his designee, to execute any supplemental paperwork or 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 the resolution, 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 by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of March 2019.

ATTEST: Hunter S. Conrad, Clerk

By: *Pam Hatterman*
Deputy Clerk

Rendition Date: 3/21/19

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Paul M. Waldron*
Paul M. Waldron,

Chair Effective Date:

3/19/19

