

RESOLUTION NO. 2014- 213

**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 Army Corps of Engineers and the State Department of Environmental Protection on a multi-year federal feasibility of beach restoration in Vilano Beach (ACOE markers R-110 to R-117); and the Summer Haven area (R-197 to R-209); and at South Ponte Vedra Beach (R-84 to R94) and,

**WHEREAS**, the Army Corps of Engineers (ACOE) is expected to appropriate funds for this project in the next fiscal year; and,

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

**WHEREAS**, the State Department of Environmental Protection 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 continue to provide local cost share funding from the Category III 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 Feasibility Study for St Johns County Beaches project shall be filed with the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems (the "Department").

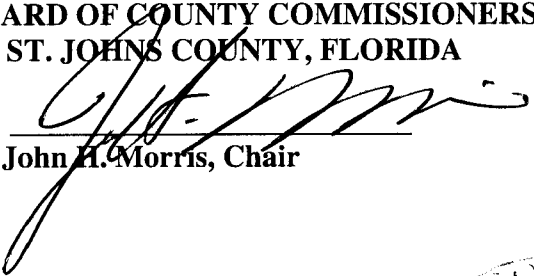
Section 3. The County Administrator, or designee, is hereby authorized to submit a proposed 10-year State budget plan to the Department and to execute any necessary agreements concerning the beach projects with the Department; and,

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.

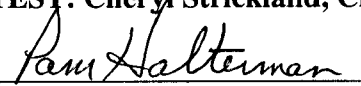
Section 5. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 19 day of August, 2014.

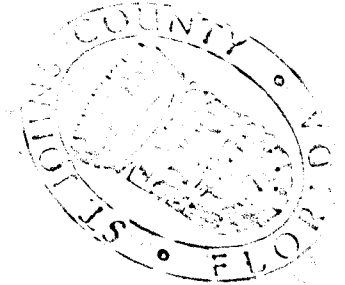
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
John H. Morris, Chair

**ATTEST: Cheryl Strickland, Clerk**

By:   
Deputy Clerk

**RENDITION DATE** 8/21/14



**FY 2015/16 Local Government Funding Request  
Beach Management Projects**

**Project Name (Same as previous phase):** South Ponte Vedra Beach/Vilano Beach/Summer Haven Beach Restoration; St. Johns County R-84 through R-94; R-109 through R-117; and R-197 through R-209.

**Project Description: (Should be consistent year to year with annual updates. Include county, location with reference to range monuments, brief project history and upcoming beach activities.)** The project consists of a multi-year federal study to determine the feasibility of beach restoration in South Ponte Vedra Beach, Vilano Beach, and Summer Haven. Though generally countywide in scope, it primarily focuses on three FDEP-designated critical erosion areas: the R-84 through R-94 beach segment that lies in South Ponte Vedra Beach, the R-109 through R-117 beach segment that lies in Vilano Beach north of St. Augustine Inlet, and the R-197 through R-209 beach segment that lies in Summer Haven at the south end of the county. The study will identify areas requiring beach management; conduct engineering, environmental, and economic analyses; and design feasible shore protection projects.

**Use of Requested Program Funds:** St. Johns County will apply advance funding to the USACE for FY2013-14 to support the nonfederal cost share of the multi-year federal feasibility study and to maintain the active project status.

**Federal Funding** : A federal reconnaissance study for the project, completed in 2004, justified the need for a feasibility study. The US Congress granted \$452,000 to this project to fund the completion of the study during the FY 2009-2010 period through Federal Appropriations and the project was selected to receive funds through the ARRA program. During the 2010-2011 Fiscal Year the USACE completed an updated Project Management Plan and determined an additional \$2,000,000 will be needed to complete the Feasibility Study. The US Congress and Senate have been asked to consider \$1,000,000 in appropriations for the Shore Protection Project for FY2015-16 to cover potential additional requirements.

**Local Commitment:** The County has signed a feasibility cost-sharing agreement with the U.S. Army Corps of Engineers (USACE). St. Johns County is obtaining local funding for the project from the Tourist Development Council, which provides a dedicated and scheduled funding source. The county includes funds necessary to construct and maintain the project in the county's capital improvement plan. On recent projects, St. Johns County government has exhibited its professional capabilities to administer large-scale beach nourishment and shore protection projects.

With this funding request, St. Johns County has included a proposed resolution that states its support of the proposed project, willingness to serve as the local sponsor, and ability to provide the local cost share. The St. Johns County Board of County Commissioners (BCC) will consider this resolution in October 2013. St. Johns County will furnish a copy of the approved resolution to the FDEP.

**State Commitment:** The FY-10 request included \$263,000 for the project and additional \$189,000 for the project as ARRA funding. FY-11 did not receive an appropriation from the Federal Government for this project. FY 2011-2012 will include a funding request in the amount of \$1,000,000 and will include \$250,000 for State Appropriations. Continuation of this federal project relies on annual commitments

from the FDEP and St. Johns County (local sponsor). The FDEP recommends the project in its draft Strategic Beach Management Plan for St. Johns County beaches. In addition, the project areas lie within FDEP-designated critical erosion areas. The State has contributed \$278,000 (paid) thru contract 05SJ1 towards the Federal Feasibility Study thus far. A new contract with FDEP is anticipated.

**Local Government Support**

Does this sponsor have dedicated support staff whose sole priority is to manage beach erosion control activities?       No      

**Local Government Contact**

<b>Name</b>	<b>Title</b>	<b>Email</b>
H.P. Tompkins, Jr	County Engineer	htompkins@sjcfl.us
<b>Address 1:</b>	2740 Industry Center Road	<b>Phone:</b> 904-209-0113
<b>Address 2:</b>	St Augustine, FL 32084	<b>Fax:</b> 904-209-0118

**Mapping- Maps should be provided as attachments.**

Maps should be to scale at a minimum of 1"=200'

Mapping elements include:

- Project Boundary with Critically Eroded Shoreline
- Range Monuments
- Beach Access and Parking- Primary and Secondary, including access widths.
- Public Lodging Establishments- locations and length of property boundaries along project shoreline or street frontage.
- Comprehensive Plan/Current Land Use designations of Commercial and Recreational Facilities and associated property boundaries along the project shoreline.

**Length of Project Boundary in Feet (total restored length)**       29,000 LF      

**Eligibility: Access Points and Public Lodging Establishments: No Eligible Establishments**

Location/Name	Address	R-Mon	Type of Access	Width of Access/ Frontage	Total units	No. units available to Public	Eligible shoreline

(Expand table as needed)

Provide Public Lodging Establishment documentation including proof of licensure.

**Schedule and Budget:**

(Include estimated phases for 10 years and estimated project costs for 5 years.)

Year	Proposed Method	Description	Total Estimated Cost	Federal Cost Share	Third Party Cost Share	State Cost Share	Local Cost Share
2015/ 2016	Feasibility	Evaluation of Alternatives and Recommended Plan	\$963,000	\$350,000		*\$306,500	*\$306,500
2016/ 2017	Feasibility	Required Reviews and Final USACE Report	\$800,000	\$400,000		\$200,000	\$200,000
2017/ 2018	Design/ Permitting		\$300,000	\$150,000		\$75,000	\$75,000
2018/ 2019	Design/ Permitting		\$300,000	\$150,000		\$75,000	\$75,000
2019/ 2020	Construction	Nourishment	\$21,000,000	\$7,000,000		\$7,000,000	\$7,000,000
2020/ 2021	Monitoring						
2021/ 2022	Monitoring						
2022/ 2023	Monitoring						
2023/ 2024	Monitoring						
2024/ 2025	Monitoring						

- To include funds requested and unavailable in 2009-2010 of \$131,500
- Local share is really \$175,000 if it didn't factor in the \$131,500

**Severity of erosion:** Criterion will be calculated by the Department. Please provide narrative and any data that should be considered in addition to the Department's database.

**Threat to Upland Structures:** Criterion will be calculated by the Department. Please provide narrative and any data that should be considered in addition to the Department's database. USACE Modeling defines this in detail and available through Shelley Trulock (Jax district)

**Recreational and Economic Benefit:** The percentage of linear footage of properties within the project boundaries zoned commercial, recreational, or Public Lodging Establishment, or the equivalent, in the current local government land use map **None**

**Availability of Federal Funds:**

Is the project Federally authorized by WRDA? **YES**  
 Provide date of authorization expiration. **Still active feasibility study**

Does this project phase have a Federal Project Cooperative Agreement, or similar for the current phase? Provide a copy of the document. **YES**  
 Federal cost share percentage available for this project: **50%**

Is this project funded through FEMA for storm repairs? **NO**  
 Provide a copy of the signed Project Worksheet.

**Local Sponsor Financial and Administrative Commitment**

Is funding for the project in the local sponsor's 10-year comprehensive financial plan? **5 year plan**  
 Please provide copy or web link to the plan.  
<http://www.sjcfll.us/2014BudgetBook/media/FY14CapitalImprovementPlan.pdf>

Is funding provided through a source established by referendum? **Ordinance**  
 Please provide a copy or web link to the referendum.  
<http://www.clk.co.st-johns.fl.us/minrec/ordinancebooks/2010/ORD2010-2.pdf>

Is funding provided by a third party? **No**  
 What is the percentage of total project costs provide by the third party? **N/A**  
 Please provide a copy of the cost sharing agreement.

**Quarterly Report Compliance:**

FY2012/2013	End Date	Report Remitted	Compliant (yes/no)
Qtr 1 (Sept)	10/31/2012	No reports have been	remitted
Qtr 2 (Dec)	01/31/2013		
Qtr 3 (Mar)	04/30/2013		
Qtr4 (June)	7/31/2013		

Are there active federal and state permits for the project? \_\_\_\_\_  
 Federal permit #:   No   Expiration date: \_\_\_\_\_  
 State permit #:   No   Expiration date: \_\_\_\_\_

Have local funds been secured for the project? **YES**  
 Explain:   County tourist development Council taxes are dedicated funding source.  

In order to acquire state funding, a resolution from the local sponsor must be provided by the application deadline which declares:

- Support from the Sponsor for the Proposed Project

- Willingness to serve as the Local Sponsor
- Ability to provide the full Local Cost Share
- And the source of the funding

Please provide copy of the resolution.

**Previous State Commitment:**

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

Previous State Cost Share percentage: 50% of Local Sponsor Commitment.

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

NO

Will this project nourish a previously restored shoreline? (Full beach nourishment. Dune-only projects do not qualify.) NO

**Project Performance:**

Nourishment Interval (Years): Not Defined yet.

**Mitigation of Inlet Effects:**

**Criterion is calculated by the Department. Please** provide any supplemental information that may assist in determining if the project is located with the area of inlet influence and provides supplemental nourishment for an inlet that is not balancing its sediment budget as defined by the Inlet Management Plan or Strategic Beach Management Plan.

[http://www.dep.state.fl.us/beaches/publications/#Inlet\\_Management](http://www.dep.state.fl.us/beaches/publications/#Inlet_Management) – St Augustine Inlet Management Implementation Plan

<http://www.sjcfcl.us/HCP/HabitatConservation.aspx> - Habitat Conservation Plan

<http://www.clk.co.st-johns.fl.us/minrec/ordinancebooks/2007/ORD2007-19.pdf> - Beach Code 2007-19

**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?

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

**Regionalization:**

Is this project being planned or constructed in cooperation with another local government to reduce contracting costs? Explain and attach a signed copy of the interlocal agreement between the two local sponsors.

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**Significance:**

What is the volume 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? \_\_\_\_\_

Has the project eroded into the design template? NO  
If so, please list those R-monuments. \_\_\_\_\_

What is the proposed placement volume? \_\_\_\_\_

<b>Vilano Beach</b>	
<b>Monuments R109-R117</b>	
<b>Land Use</b>	<b>Beach Frontage (LF)</b>
Commercial	632.53
Recreational	1545.00
<b>South Ponte Vedra Beach</b>	
<b>Monuments R84-R94</b>	
<b>Land Use</b>	<b>Beach Frontage (LF)</b>
Recreational	160.00
<b>Summer Haven</b>	
<b>Monuments R197-R209</b>	
<b>Land Use</b>	<b>Beach Frontage (LF)</b>
None	0

**Vilano Beach Details**

<b>Commercial Properties</b>		<b>LF of Beachfront</b>
Ekdant Corp.	3465 Coastal Hwy A1A N	164.23
Coastal Vilano	3455 Coastal Hwy A1A N	468.30
	<b>Total R109-R117</b>	<b>632.53</b>

<b>Recreational Areas</b>		
		513.00
		1032.00

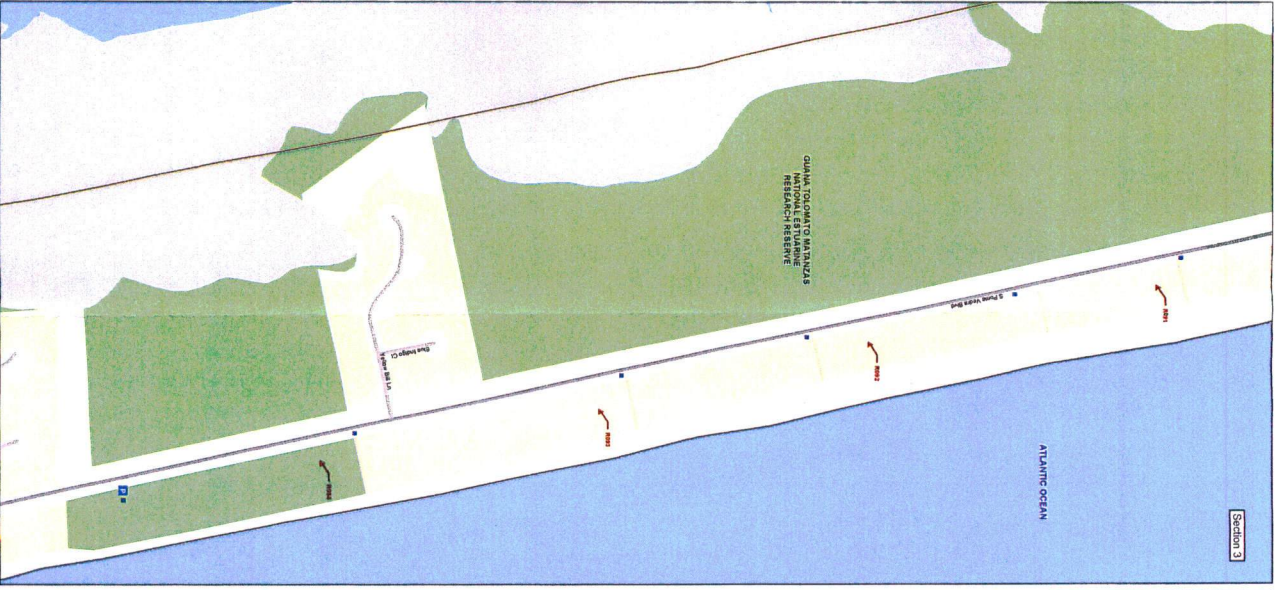
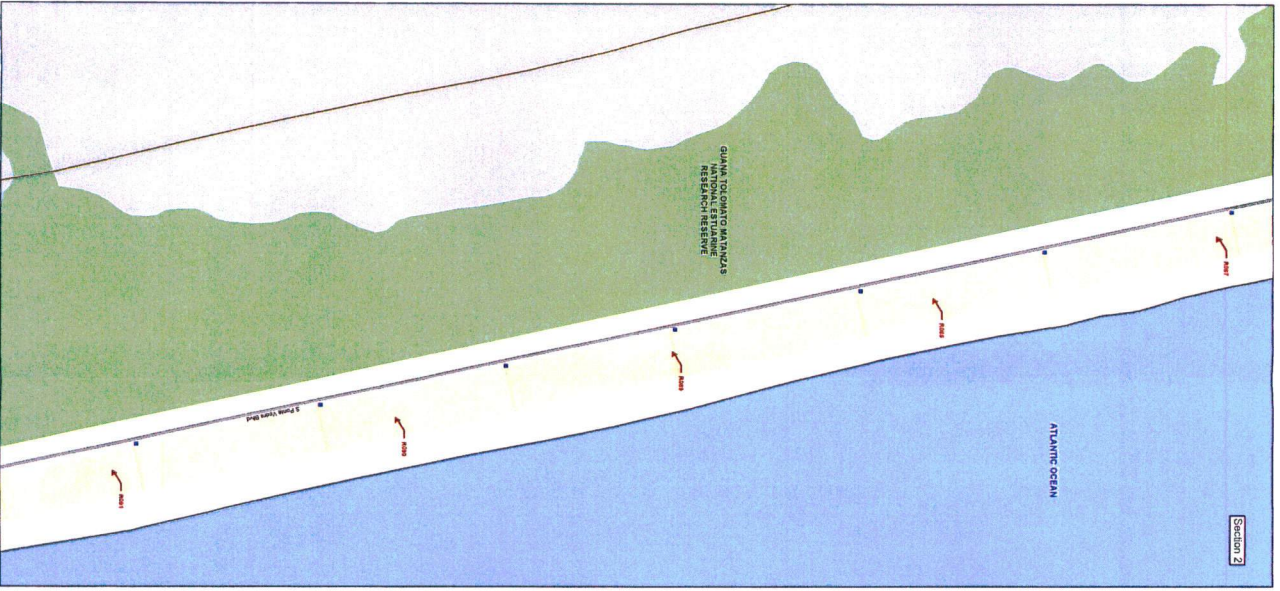
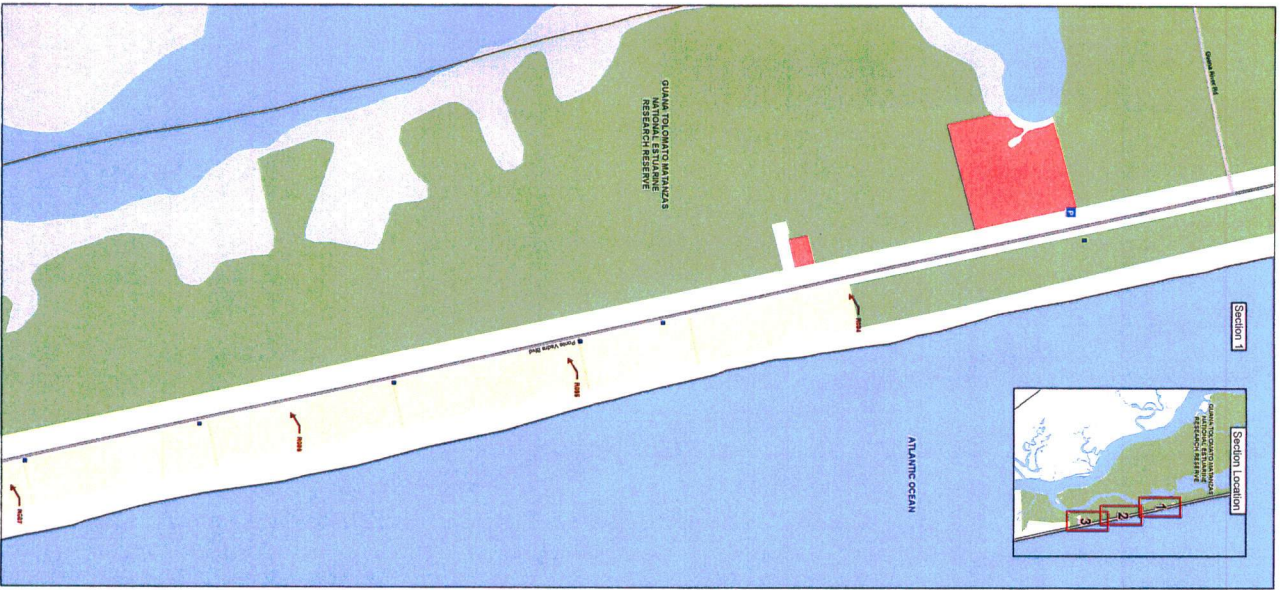
1545.00

**South Ponte Vedra Beach Details**

<b>Commercial Properties</b>		<b>LF of Beachfront</b>
None		0.00

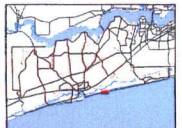
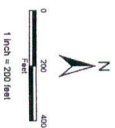
<b>Recreational Areas</b>		
	Archer Park (Partial)	160.00



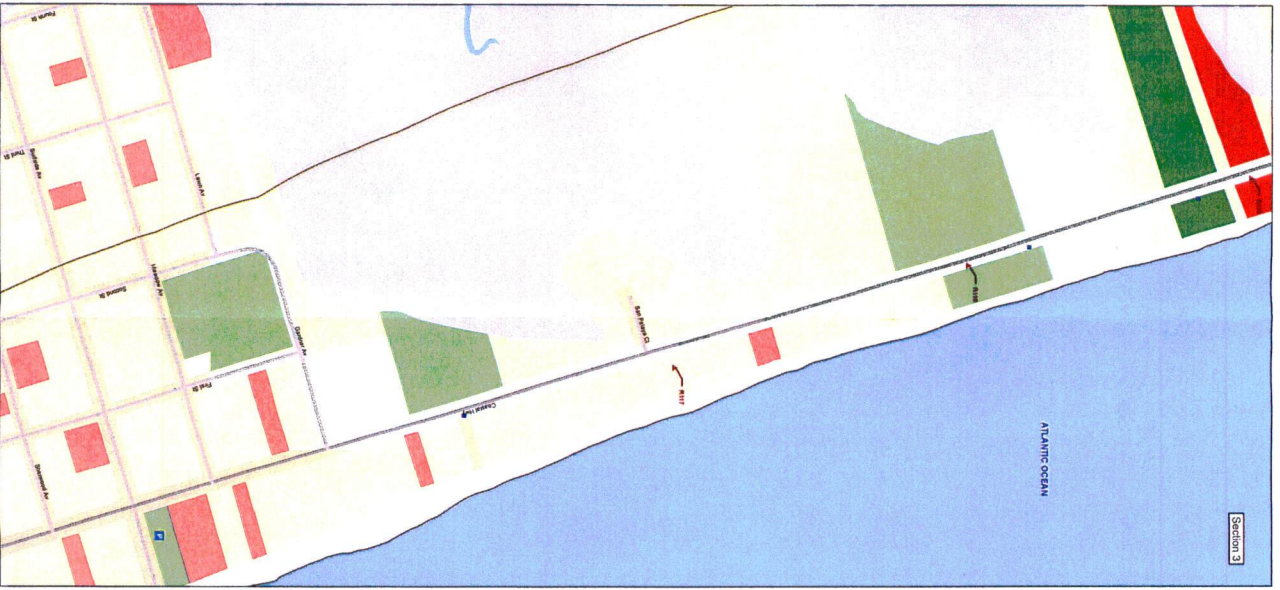
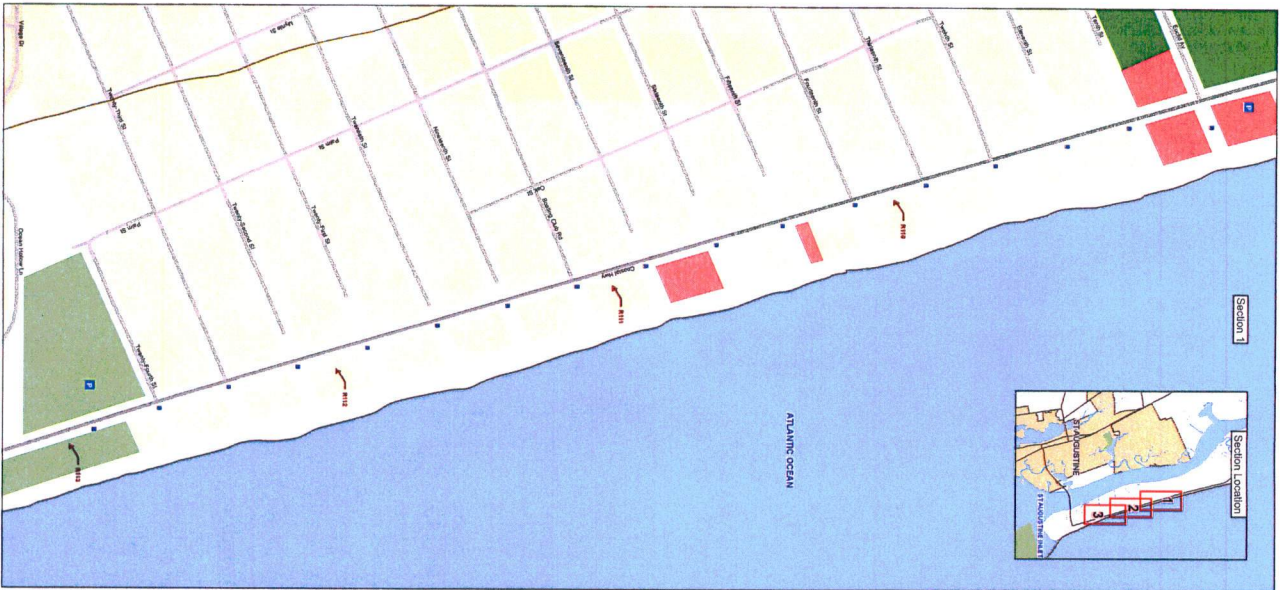


**South Ponte Vedra Beach  
Renourishment**  
South Ponte Vedra Beach  
Monuments  
R 84 to R 94

- Legend**
- ▲ Survey Monument
  - Beach Access Sign
  - Public Parking
  - 1500 FT - Distance From Beach
  - Land Use**
  - Inside & Middle
  - Sand and Gravel
  - RV Parks & Campgrounds
  - Commercial
  - Recreational & Open Space
  - Multi Family Residential
  - Single Family Residential



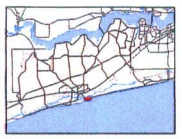
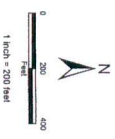
©2010 St. Johns County, Florida. All rights reserved. This map was prepared for the South Ponte Vedra Beach Renourishment project. The GIS data and map were prepared by St. Johns County GIS. Other data and maps were prepared by other agencies. Map prepared 03/2010



# Vilano Beach Renourishment

Vilano Beach  
Monuments  
R 110 to R 117

- Legend**
- ▲ Survey Monument
  - Beach Access Sign
  - Public Parking
  - 100' ft - Distance from Beach
- Land Use**
- Holes & Mounds
  - Sand and Beaches
  - RV Parks & Campgrounds
  - Commercial
  - Recreational & Open Space
  - Multi Family Residential
  - Single Family Residential



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# ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners

RECREATION & PARKS DEPARTMENT

901 POPE ROAD  
SAINT AUGUSTINE, FLORIDA  
32084



PHONE: (904) 471-6616  
FAX: (904) 471-6760

January 18, 2000

Richard E. Bonner, P.E.  
Deputy District Engineer for Project Management  
U.S. Army Corps of Engineers  
P.O. Box 4970  
Jacksonville, Florida 32232-0019

Re: St. Johns County Shore Protection Project  
Project Cooperation Agreement (PCA) Financial Plan

Dear Mr. Bonner:

Please find enclosed a copy of the financial plan for the above noted project as certified by the St. Johns County budget office.

I appreciate the assistance of your staff especially Richard McMillan who was a tremendous help in completing this plan.

All of us in St. Johns County are anxious to move this project forward as rapidly as possible. Should you or your staff have any questions or concerns, please contact my office at (904) 471-6616.

Sincerely,

A handwritten signature in cursive script that reads "Leon Shimer".

Leon Shimer  
Director of Recreation and Parks

LS/lg

cpy: Richard McMillan, U.S. Army Corps of Engineers

ST. JOHNS COUNTY SHORE PROTECTION PROJECT  
ST. JOHNS COUNTY  
FINANCIAL PLAN

ST. JOHNS COUNTY, FLORIDA  
October 27, 1999

**INTRODUCTION**

The purpose of this statement is to set forth the long term financial plan to construct and maintain the 2.5 mile St. Johns County Shore Protection Project. The Project is designed to be in accordance with the Project Cooperation Agreement entered into with the United States Army Corps of Engineers.

St. Johns County, Florida, as the local sponsor, is capable of meeting all cost sharing and other obligations required under the terms of the draft Project Cooperation Agreement. No funds are required to purchase land. All property for placement of fill is either State of Florida land, St. Johns County land, City of St. Augustine Beach land or lands on which the county intends to acquire easements at no cost. Funding will be made through the St. Johns County Tourist Development Tax Category III Renourishment and Recreation Funds and will be made available within estimated Project costs in the event that acquisition costs become necessary. The 10 year collection history of these funds follows:

**10 Year History of TDT Collections**

Year	TDT Total Collections	30% Renourishment & Recreation Allocation	Percentage Increase
FY 89	\$1,051,943.	\$315,582.	
FY 90	1,165,028.	349,508.	.108
FY 91	1,285,717.	385,715.	.104
FY 92	1,792,256.	385,243.	(.001)
FY 93	2,019,899.	403,979.	.049
FY 94	2,138,779.	427,755.	.059
FY 95	2,381,545.	476,309.	.114
FY 96	2,575,425.	515,085.	.081
FY 97	2,861,229.	572,245.	.111
FY 98	2,971,741.	594,348.	.039
Average			.738

ATTACHMENT A sets forth the annual federal and non-federal contributions required for the plan to be economically viable. The required non-federal contribution amounts are shown near the center of the ATTACHMENT A and total \$43.5 million. Of this total, \$14,994,000 will be provided by the County with the remaining \$28,506,000 anticipated from the State of Florida.

#### USE OF FUNDS

The local contribution will be used solely for beach renourishment.

In addition to the required local contribution, St. Johns County will fund an additional amount to pay for local monitoring and management of the Project. The plan calls for St. Johns County to accumulate a reserve to accommodate unforeseen costs or timetable accelerations in a planned and reasonable manner. ATTACHMENT B shows the amount to be made available, including the local contribution, Project management and reserves. Total funds that will be available for renourishment total \$43.5 million. The State of Florida has appropriated \$2,635,289 for initial construction and is expected to continue this commitment for the duration of the project.

#### SOURCE OF FUNDS

The non-federal contribution will be derived from the St. Johns County Tourist Development Tax Category III and from allocations from the State of Florida. This Tourist Development Tax, implemented under Florida Statute 125.104, allows these funds to be used for this purpose. Under the current FY2000 budget, \$1,500,000 has been budgeted for the initial construction of the shore protection Project.

St. Johns County will also receive funds from the State of Florida for the Project and will fund the remainder of the non-federal share with these state funds. The State of Florida has agreed to fund that portion of the Project on state lands, comprising 4,100 feet. Further, the State will share costs on a 50/50 basis for the remainder of the Project. ATTACHMENT C from the State of Florida indicates their support of this Project.

Over the ten year history of the collection of the Tourist Development Tax Category III, there has been an average increase of 7.38 percent per year. To conservatively estimate future revenues, a projection of 2% annual growth for a period of 24 years, with flat growth projected over the remainder of the Project, was used. This Projection indicates that St. Johns County, with the 30% of the first two percent of the Tourist Development Tax, can adequately fund the Shore Protection Project and maintain a reserve.

#### DISCUSSION OF ST. JOHNS COUNTY'S FISCAL CAPABILITIES

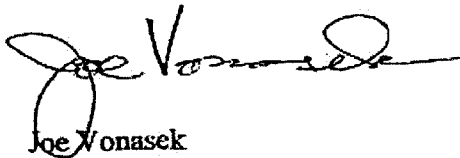
St. Johns County intends to fund the local share of this Project with funds accruing through the Tourist Development Tax Category III. The local contribution will be budgeted annually by St. Johns County and accumulated in an interest bearing fund for use when needed.

St. Johns County is required by Florida law to prepare a balanced annual operating budget each

year. The county also prepares a long term capital improvement plan. The County's budget and financial statements are prepared in accordance with generally accepted accounting practices for local governments. The County's financial records are audited annually by an independent external auditor. The most recent annual financial report available for review is for the year ending September 30, 1998.

St. Johns County is located on Florida's First Coast just south of Jacksonville, Florida. St. Johns County contains 608 square miles with 43 miles of coastline and includes three incorporated cities; St. Augustine, St. Augustine Beach and Hastings, as well as acres of unincorporated territory containing subdivisions, light industry and agribusiness. Principal industries are tourism, agriculture, aircraft modification, aluminum extrusion and service industries.

Public services provided by the County include: road construction and maintenance, drainage, engineering, planning, building inspection, zoning, animal control, water and wastewater, public safety, health and social services, parks and recreation, traffic control and libraries. Numerous other services are also provided by the County.



Joe Vonasek  
Budget Officer

SCHEDULE OF FEDERAL AND NON-FEDERAL EXPENDITURES

(\$1,000'S)

FISCAL YEAR	TOTAL PROJECT COST	FEDERAL LERR&D	NON-FED LERR&D	CONST	PCT NON-FED	FEDERAL	LOCAL	STATE
99 & Prior	1,850	0	0	1,850	0.83%	0	0	0
00	3,565	140	34	3,391	1.52%	1,056	364	692
01	13,330	0	0	13,330	5.98%	2,599	896	1,703
02	0	0	0	0	0.00%	0	0	0
03	0	0	0	0	0.00%	0	0	0
04	0	0	0	0	0.00%	0	0	0
05	597	0	0	597	0.27%	116	40	76
06	10,295	0	0	10,295	4.62%	2,008	692	1,316
07	0	0	0	0	0.00%	0	0	0
08	0	0	0	0	0.00%	0	0	0
09	0	0	0	0	0.00%	0	0	0
10	736	0	0	736	0.33%	143	49	94
11	11,565	0	0	11,565	5.19%	2,255	777	1,478
12	0	0	0	0	0.00%	0	0	0
13	0	0	0	0	0.00%	0	0	0
14	0	0	0	0	0.00%	0	0	0
15	900	0	0	900	0.40%	176	61	115
16	13,392	0	0	13,392	6.01%	2,611	900	1,711
17	0	0	0	0	0.00%	0	0	0
18	0	0	0	0	0.00%	0	0	0
19	0	0	0	0	0.00%	0	0	0
20	1,096	0	0	1,096	0.49%	214	74	140
21	16,005	0	0	16,005	7.18%	3,121	1,076	2,045
22	0	0	0	0	0.00%	0	0	0
23	0	0	0	0	0.00%	0	0	0
24	0	0	0	0	0.00%	0	0	0
25	1,333	0	0	1,333	0.60%	260	90	170
26	19,093	0	0	19,093	8.57%	3,723	1,283	2,440
27	0	0	0	0	0.00%	0	0	0
28	0	0	0	0	0.00%	0	0	0
29	0	0	0	0	0.00%	0	0	0
30	1,621	0	0	1,621	0.73%	316	109	207
31	22,748	0	0	22,748	10.21%	4,436	1,529	2,907
32	0	0	0	0	0.00%	0	0	0
33	0	0	0	0	0.00%	0	0	0
34	0	0	0	0	0.00%	0	0	0
35	1,973	0	0	1,973	0.89%	385	133	252
36	27,069	0	0	27,069	12.15%	5,279	1,820	3,459
37	0	0	0	0	0.00%	0	0	0
38	0	0	0	0	0.00%	0	0	0
39	0	0	0	0	0.00%	0	0	0
40	2,400	0	0	2,400	1.08%	468	161	307
41	32,181	0	0	32,181	14.44%	6,275	2,163	4,112
42	0	0	0	0	0.00%	0	0	0
43	0	0	0	0	0.00%	0	0	0
44	0	0	0	0	0.00%	0	0	0
45	2,920	0	0	2,920	1.31%	570	196	374
46	38,231	0	0	38,231	17.15%	7,489	2,581	4,908
<b>TOTAL</b>	<b>222,900</b>	<b>140</b>	<b>34</b>	<b>222,726</b>	<b>99.94%</b>	<b>43,500</b>	<b>14,994</b>	<b>28,506</b>

## ATTACHMENT B

<b>SCHEDULE OF SOURCES AND USE OF FUNDS</b>					
	Total TDT Revenue Beaches & Recreation	Local Project Costs	Reserve for Renourishment	State of Florida Project Costs	TDT Revenue Cumulative Bal Beaches & Recreation
Beg Bal			\$ 1,500,000		
2000	\$ 618,359	\$ 364,000	1,136,000	\$ 692,000	\$ 618,359
2001	630,726	896,000	240,000	1,703,000	1,249,085
2002	643,340	-0-	363,000	-0-	1,769,425
2003	656,207	-0-	486,000	-0-	2,302,632
2004	669,331	-0-	609,000	-0-	2,848,963
2005	682,718	40,000	692,000	76,000	3,408,681
2006	696,372	692,000	165,200	1,316,000	3,939,853
2007	710,300	-0-	330,400	-0-	4,484,953
2008	724,506	-0-	496,600	-0-	5,044,259
2009	738,996	-0-	660,800	-0-	5,618,055
2010	753,776	49,000	777,000	94,000	6,206,631
2011	768,851	777,000	192,200	1,478,000	6,783,282
2012	784,228	-0-	384,400	-0-	7,375,310
2013	799,913	-0-	576,600	-0-	7,983,023
2014	815,911	-0-	768,800	-0-	8,606,734
2015	832,230	61,000	900,000	115,000	9,246,764
2016	848,874	900,000	230,000	1,711,000	9,865,638
2017	865,852	-0-	460,000	-0-	10,501,490
2018	883,169	-0-	690,000	-0-	11,154,659
2019	900,832	-0-	920,000	-0-	11,825,491
2020	918,849	74,000	1,076,000	140,000	12,514,340
2021	937,226	1,076,000	274,600	2,045,000	13,176,966

**ATTACHMENT B CONT'D.  
SCHEDULE OF SOURCES AND USE OF FUNDS**

	Total TDT Revenue Beaches & Recreation	Local Project Costs	Reserve for Renourishment	State of Florida Project Costs	TDT Revenue Cumulative Bal Beaches & Recreation
2022	955,970	-0-	\$ 549,200	-0-	\$ 13,858,336
2023	975,089	-0-	823,800	-0-	14,558,825
2024	994,591	-0-	1,098,400	-0-	15,278,816
2025	1,014,483	\$ 90,000	1,283,000	170,000	16,018,699
2026	1,014,483	1,283,000	327,600	2,440,000	16,705,582
2027	1,014,483	-0-	655,200	-0-	17,392,465
2028	1,014,483	-0-	982,800	-0-	18,079,348
2029	1,014,483	-0-	1,310,400	-0-	18,766,231
2030	1,014,483	109,000	1,529,000	207,000	19,453,114
2031	1,014,483	1,529,000	390,600	2,907,000	20,076,997
2032	1,014,483	-0-	781,200	-0-	20,700,880
2033	1,014,483	-0-	1,171,800	-0-	21,324,473
2034	1,014,483	-0-	1,562,400	-0-	21,948,646
2035	1,014,483	133,000	1,820,000	252,000	22,572,529
2036	1,014,483	1,820,000	464,800	3,459,000	23,122,212
2037	1,014,483	-0-	929,600	-0-	23,671,895
2038	1,014,483	-0-	1,394,400	-0-	24,221,578
2039	1,014,483	-0-	1,859,200	-0-	24,771,261
2040	1,014,483	161,000	2,163,000	307,000	25,320,944
2041	1,014,483	2,163,000	555,400	4,112,000	25,780,027
2042	1,014,483	-0-	1,110,800	-0-	26,239,110
2043	1,014,483	-0-	1,662,200	-0-	26,698,193
2044	1,014,483	-0-	2,221,600	-0-	27,157,276
2045	1,014,484	196,000	2,581,000	374,000	27,616,359
2046	1,014,484	2,581,000	-0-	4,908,000	28,630,843
<b>Totals</b>		<b>\$ 14,994,000</b>	<b>\$ 14,994,000</b>	<b>\$ 28,506,000</b>	<b>\$ 28,630,843</b>



Jeb Bush  
Governor

ATTACHMENT C

# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

David B. Struhs  
Secretary

December 27, 1999

Leon Shimer, Director  
St. Johns County Recreation  
and Parks Department  
Post Office Drawer 349  
St. Augustine, Florida 32085-0349

Dear Mr. Shimer:

I am pleased to inform you that the 1999 Florida Legislature appropriated \$2,635,298 for the State's share of the initial construction of the St. Johns County Beach Restoration Project. These funds are provided in accordance with Chapter 161, F.S., which provides for State financial assistance in funding beach erosion control and shore preservation projects.

The primary use of these funds will be to construct the federal St. Johns County Shore Protection Project, which will restore approximately 2.5 miles of Atlantic shoreline. I also wish to take this opportunity to inform you that the Department has and will continue to support this project not only for the initial restoration, which is scheduled to occur fiscal year 2000-01, but for subsequent renourishment activities as well.

Should you have any questions, please feel free to contact Russell Snyder, Project Manager, at 850/487-4475; extension 170.

Sincerely,

Paden E. Woodruff  
Environmental Administrator  
Office of Beaches and Coastal Systems

PEW/rs

*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

Printed on recycled paper.



**Public Financial Management**  
Financial and Investment Advisors

EXHIBIT D

December 7, 1999

MEMORANDUM

TO: Board County Commissioners  
St. Johns County

FROM: Lavon Wisler  
Public Financial Management, Inc. *Lavon Wisler*

RE: Financial Plan for Fifty (50) Year Renourishment Project

St. Johns County and the United States Army Corps of Engineers have entered into a Project Cooperation Agreement to jointly construct and maintain 2.5 miles of St. Johns County Shore Protection Project. The Agreement indicates that Non-Federal required expenditure is \$43,500,000 and stipulates that St. Johns County will make available during the Renourishment Project period the amount of \$14,994,000.

Public Financial Management Inc. (PFM) as financial advisor to St. Johns County has been asked to review the financial plan with Attachments A & B and comment on the feasibility of such plan and the County's ability to cooperate in funding this project. PFM has reviewed said plans and attachments as prepared by the County Administration.

To determine feasibility, the following assumptions were used:

- Tax Category III of the St. Johns Tourist Development Tax is 30% of the first two cent of the Tourist Development Tax.
- The financial commitment is for 50 years.
- Total funds required will not exceed \$14,994,000.
- The plan requires from the County both local project costs and reserve for renourishment.
- The County has appropriated \$1.5 million in the FY 2000 Budget for initial construction.
- Revenue growth projections equal 2% for the first 24 years and zero growth over the remaining 26 years.

As the above referenced plan is based upon future revenues, PFM has reviewed historical collections of the Tourist Development Tax since its inception in St. Johns County. This information was provided by the Department of Revenue of the State of Florida. Also, the financial plan did not address the interest earnings on the investment of these funds. PFM has attached Schedule B1 indicating a conservative amount of annual interest (\$1,380,818.10) to be earned on balances as per Attachment B. The schedule of Sources and Funds (attachment B) list balances of revenue available annually as surplus funds.

Based upon the historical collections of said funds and conservative growth projections, the plan is feasible. There may be other alternatives available and if the County's wishes for me to pursue other alternatives, please advise.

Page Two  
Board of County Commissioners  
St. Johns County  
December 7, 1999

PFM is of the opinion that St. Johns County has the fiscal capability through the Tourist Development Revenue to timely provide the financial resources required under the terms of the Project Cooperation Agreement.

cc: Joe Vonasek  
Jim Sisco  
Leon Shimer

Attachments: Attachment A  
Attachment B  
Attachment B1

SCHEDULE OF FEDERAL AND NON-FEDERAL EXPENDITURES

(\$1,000'S)

FISCAL YEAR	TOTAL PROJECT COST	FEDERAL LERR&D	NON-FED LERR&D	CONST	PCT NON-FED	FEDERAL	LOCAL	STATE
99 & Prior	1,850	0	0	1,850	0.83%	0	0	0
00	3,565	140	34	3,391	1.52%	1,056	364	692
01	13,330	0	0	13,330	5.98%	2,599	896	1,703
02	0	0	0	0	0.00%	0	0	0
03	0	0	0	0	0.00%	0	0	0
04	0	0	0	0	0.00%	0	0	0
05	597	0	0	597	0.27%	116	40	76
06	10,295	0	0	10,295	4.62%	2,008	692	1,316
07	0	0	0	0	0.00%	0	0	0
08	0	0	0	0	0.00%	0	0	0
09	0	0	0	0	0.00%	0	0	0
10	736	0	0	736	0.33%	143	49	94
11	11,565	0	0	11,565	5.19%	2,255	777	1,478
12	0	0	0	0	0.00%	0	0	0
13	0	0	0	0	0.00%	0	0	0
14	0	0	0	0	0.00%	0	0	0
15	900	0	0	900	0.40%	176	61	115
16	13,392	0	0	13,392	6.01%	2,611	900	1,711
17	0	0	0	0	0.00%	0	0	0
18	0	0	0	0	0.00%	0	0	0
19	0	0	0	0	0.00%	0	0	0
20	1,096	0	0	1,096	0.49%	214	74	140
21	16,005	0	0	16,005	7.18%	3,121	1,076	2,045
22	0	0	0	0	0.00%	0	0	0
23	0	0	0	0	0.00%	0	0	0
24	0	0	0	0	0.00%	0	0	0
25	1,333	0	0	1,333	0.60%	260	90	170
26	19,093	0	0	19,093	8.57%	3,723	1,283	2,440
27	0	0	0	0	0.00%	0	0	0
28	0	0	0	0	0.00%	0	0	0
29	0	0	0	0	0.00%	0	0	0
30	1,621	0	0	1,621	0.73%	316	109	207
31	22,748	0	0	22,748	10.21%	4,436	1,529	2,907
32	0	0	0	0	0.00%	0	0	0
33	0	0	0	0	0.00%	0	0	0
34	0	0	0	0	0.00%	0	0	0
35	1,973	0	0	1,973	0.89%	385	133	252
36	27,069	0	0	27,069	12.15%	5,279	1,820	3,459
37	0	0	0	0	0.00%	0	0	0
38	0	0	0	0	0.00%	0	0	0
39	0	0	0	0	0.00%	0	0	0
40	2,400	0	0	2,400	1.08%	468	161	307
41	32,181	0	0	32,181	14.44%	6,275	2,163	4,112
42	0	0	0	0	0.00%	0	0	0
43	0	0	0	0	0.00%	0	0	0
44	0	0	0	0	0.00%	0	0	0
45	2,920	0	0	2,920	1.31%	570	196	374
46	38,231	0	0	38,231	17.15%	7,489	2,581	4,908
TOTAL	222,900	140	34	222,726	99.94%	43,500	14,994	28,506

## ATTACHMENT B

<b>SCHEDULE OF SOURCES AND USE OF FUNDS</b>					
	<b>Total TDT Revenue Beaches &amp; Recreation</b>	<b>Local Project Costs</b>	<b>Reserve for Renourishment</b>	<b>State of Florida Project Costs</b>	<b>TDT Revenue Cumulative Bal Beaches &amp; Recreation</b>
<b>Beg Bal</b>			<b>\$ 1,500,000</b>		
2000	\$ 618,359	\$ 364,000	1,136,000	\$ 692,000	\$ 618,359
2001	630,726	896,000	240,000	1,703,000	1,249,085
2002	643,340	-0-	363,000	-0-	1,769,425
2003	656,207	-0-	486,000	-0-	2,302,632
2004	669,331	-0-	609,000	-0-	2,848,963
2005	682,718	40,000	692,000	76,000	3,408,681
2006	696,372	692,000	165,200	1,316,000	3,939,853
2007	710,300	-0-	330,400	-0-	4,484,953
2008	724,506	-0-	496,600	-0-	5,044,259
2009	738,996	-0-	660,800	-0-	5,618,055
2010	753,776	49,000	777,000	94,000	6,206,631
2011	768,851	777,000	192,200	1,478,000	6,783,282
2012	784,228	-0-	384,400	-0-	7,375,310
2013	799,913	-0-	576,600	-0-	7,983,023
2014	815,911	-0-	768,800	-0-	8,606,734
2015	832,230	61,000	900,000	115,000	9,246,764
2016	848,874	900,000	230,000	1,711,000	9,865,638
2017	865,852	-0-	460,000	-0-	10,501,490
2018	883,169	-0-	690,000	-0-	11,154,659
2019	900,832	-0-	920,000	-0-	11,825,491
2020	918,849	74,000	1,076,000	140,000	12,514,340
2021	937,226	1,076,000	274,600	2,045,000	13,176,966

**ATTACHMENT B CONT'D.  
SCHEDULE OF SOURCES AND USE OF FUNDS**

	Total TDT Revenue Beaches & Recreation	Local Project Costs	Reserve for Renourishment	State of Florida Project Costs	TDT Revenue Cumulative Bal Beaches & Recreation
2022	955,970	-0-	\$ 549,200	-0-	\$ 13,858,336
2023	975,089	-0-	823,800	-0-	14,558,825
2024	994,591	-0-	1,098,400	-0-	15,278,816
2025	1,014,483	\$ 90,000	1,283,000	170,000	16,018,699
2026	1,014,483	1,283,000	327,600	2,440,000	16,705,582
2027	1,014,483	-0-	655,200	-0-	17,392,465
2028	1,014,483	-0-	982,800	-0-	18,079,348
2029	1,014,483	-0-	1,310,400	-0-	18,766,231
2030	1,014,483	109,000	1,529,000	207,000	19,453,114
2031	1,014,483	1,529,000	390,600	2,907,000	20,076,997
2032	1,014,483	-0-	781,200	-0-	20,700,880
2033	1,014,483	-0-	1,171,800	-0-	21,324,473
2034	1,014,483	-0-	1,562,400	-0-	21,948,646
2035	1,014,483	133,000	1,820,000	252,000	22,572,529
2036	1,014,483	1,820,000	464,800	3,459,000	23,122,212
2037	1,014,483	-0-	929,600	-0-	23,671,895
2038	1,014,483	-0-	1,394,400	-0-	24,221,578
2039	1,014,483	-0-	1,859,200	-0-	24,771,261
2040	1,014,483	161,000	2,163,000	307,000	25,320,944
2041	1,014,483	2,163,000	555,400	4,112,000	25,780,027
2042	1,014,483	-0-	1,110,800	-0-	26,239,110
2043	1,014,483	-0-	1,662,200	-0-	26,698,193
2044	1,014,483	-0-	2,221,600	-0-	27,157,276
2045	1,014,484	196,000	2,581,000	374,000	27,616,359
2046	1,014,484	2,581,000	-0-	4,908,000	28,630,843
Totals		\$ 14,994,000	\$ 14,994,000	\$ 28,506,000	\$ 28,630,843

St. Johns County  
50 Year Renourishment Project

Schedule B1

Yr.	Reg. Bal	TDT Revenue Balance	%	Earnings (1)
2000		618,359.00	5.000%	30,917.95
2001		630,726.00	5.000%	31,536.30
2002		500,007.00	5.000%	25,000.35
2003		512,874.00	5.000%	25,643.70
2004		525,998.00	5.000%	26,299.90
2005		514,918.00	5.000%	25,745.90
2006		528,572.00	5.000%	26,428.60
2007		542,500.00	5.000%	27,125.00
2008		556,706.00	5.000%	27,835.30
2009		571,196.00	5.000%	28,559.80
2010		554,976.00	5.000%	27,748.80
2011		570,051.00	5.000%	28,502.55
2012		585,429.00	5.000%	29,271.45
2013		601,113.00	5.000%	30,055.65
2014		617,111.00	5.000%	30,855.55
2015		597,030.00	5.000%	29,851.50
2016		613,674.00	5.000%	30,683.70
2017		630,652.00	5.000%	31,532.60
2018		647,969.00	5.000%	32,398.45
2019		665,632.00	5.000%	33,281.60
2020		640,449.00	5.000%	32,022.45
2021		658,826.00	5.000%	32,941.30
2022		677,570.00	5.000%	33,878.50
2023		696,689.00	5.000%	34,834.45
2024		716,191.00	5.000%	35,809.55
2025		684,683.00	5.000%	34,234.15
2026		684,683.00	5.000%	34,234.15
2027		684,683.00	5.000%	34,234.15
2028		684,683.00	5.000%	34,234.15
2029		684,683.00	5.000%	34,234.15
2030		624,083.00	5.000%	31,204.15
2031		624,083.00	5.000%	31,204.15
2032		624,083.00	5.000%	31,204.15
2033		624,083.00	5.000%	31,204.15
2034		624,083.00	5.000%	31,204.15
2035		552,083.00	5.000%	27,604.15
2036		552,083.00	5.000%	27,604.15
2037		552,083.00	5.000%	27,604.15
2038		552,083.00	5.000%	27,604.15
2039		552,083.00	5.000%	27,604.15
2040		464,483.00	5.000%	23,224.15
2041		464,483.00	5.000%	23,224.15
2042		464,483.00	5.000%	23,224.15
2043		464,483.00	5.000%	23,224.15
2044		464,483.00	5.000%	23,224.15
2045		1,014,484.00	5.000%	50,724.20
		Total Earnings		<u>1,380,818.10</u>

(1) Earnings are based upon balances at the end of fiscal year.

COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and  
ST. JOHNS COUNTY

for  
REHABILITATION OF THE ST. JOHNS COUNTY, FLORIDA SHORE PROTECTION PROJECT

THIS AGREEMENT, entered into this day of 24 Feb., 2005, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Jacksonville District, U.S. Army Corps of Engineers, and ST. JOHNS COUNTY, FLORIDA, (hereinafter referred to as the "Public Sponsor"), represented by the Chairman of the St. Johns County Board of County Commissioners.

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a Hurricane/Shore Protection Project (hereinafter referred to as the HSPP), authorized by Section 501(a) of the Water Resources Development Act of 1986, Public Law 99-662, as modified by Section 316 of the Water Resources Development Act of 1999, Public Law 106-53, and governed by the (Project Cooperation Agreement) dated 24 August 2000 and entitled Project Cooperation Agreement between The Department of the Army and St. Johns County, Florida for the Construction of the St. Johns County, Florida Shore Protection Project which remains in full effect;

**WHEREAS**, pursuant to 33 U.S.C. 701 n, the Government is authorized to assist in the repair and restoration of any federally authorized hurricane or shore protective structure damaged or destroyed by wind, wave, or water action of other than an ordinary nature;

**WHEREAS**, via written correspondence, the Public Sponsor has requested the Government to repair or restore the HSPP which was damaged by wind, wave, or water action of an other than an ordinary nature, in accordance with 33 U.S.C. 701 n, and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the HSPP Rehabilitation Effort in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean the rehabilitation of the St. Johns County, Florida Shore Protection Project, providing approximately 840,000 cubic yards of fill, extending from Florida Department of Environmental Protection monuments R-139 to R-152, as generally described in a report entitled Project Information Report Rehabilitation Effort for the St. Johns County Hurricane/Shore Protection Project prepared by the District Engineer, U.S. Army

Engineer District Jacksonville, dated 27 Jan. 05 and approved by the Chief, Office of Homeland Security, Directorate of Civil Works on 17 Feb. 05;

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government directly related to construction of the Rehabilitation Effort. Such term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor-preferred alternatives; periodic nourishment under the project authorization; or the costs of lands, easements, rights-of-way, borrow, or relocations.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

#### ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using funds provided by the Public Sponsor, shall expeditiously construct the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on all solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the HSFP.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 0 percent of Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of Rehabilitation Effort costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, the HSFP, and any related betterments, except for damages

due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program and the (Project Cooperation Agreement) cited above.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

#### ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Project and the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Project and the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$4,800,000 and the Public Sponsor's share (cash and services in kind) of Rehabilitation Effort costs is currently estimated to be \$0. In order to meet the Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$0. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the

Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Jacksonville" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of total Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total project costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### ARTICLE VI - OPERATION AND MAINTENANCE

A. The Public Sponsor maintains responsibility for operating and maintaining the HSPP at all times. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the HSPP, to include those areas restored by the Rehabilitation Effort, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto and other applicable authorities.

E. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the HSPP for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the HSPP. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

#### ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

#### ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and the HSPP. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

#### ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the HSPP or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the

Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the HSPP (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the HSPP in a manner that will not cause liability to arise under CERCLA.

#### ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Chairman  
St. Johns County Board of County Commissioners  
4020 Lewis Speedway  
St. Augustine, Florida 32096

If to the Government:

District Engineer, Jacksonville District  
701 San Marco Blvd.  
Jacksonville, Florida 32207

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

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

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

THE DEPARTMENT OF THE ARMY

BY:



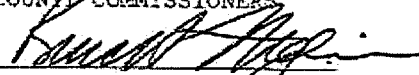
Colonel Robert M. Carpenter  
District Engineer  
Jacksonville District

DATE:

24 Feb. 05

THE ST. JOHNS COUNTY BOARD OF  
COUNTY COMMISSIONERS

BY:



Bruce A. Maguire  
Chairman  
St. Johns County Board of County  
Commissioners

DATE:

1-27-05



CERTIFICATION REGARDING LOBBYING

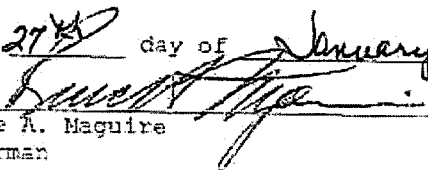
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 section 1352, Title 31, U.S. Code. 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.

DATED this 27<sup>th</sup> day of January, 2005.

  
\_\_\_\_\_  
Bruce A. Maguire  
Chairman  
St. Johns County Board of County Commissioners

PROJECT COOPERATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
ST. JOHNS COUNTY, FLORIDA  
FOR CONSTRUCTION OF THE  
ST. JOHNS COUNTY, FLORIDA SHORE PROTECTION PROJECT

THIS AGREEMENT is entered into this 24<sup>th</sup> day of August, 2000, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and ST. JOHNS COUNTY St. Johns County, Florida (hereinafter the "Non-Federal Sponsor"), represented by the Chairman of the St. Johns Board of County Commissioners.

WITNESSETH, THAT:

WHEREAS, construction of the St. Johns County, Florida Shore Protection Project at St. Johns County, Florida was authorized by Title V, Section 501(a) of the Water Resources Development Act of 1986, Public Law 99-662;

WHEREAS, as required by Section 316 of the Water Resources Development Act of 1999, Public Law 106-53, modified the Public Law 99-662 authorization to include navigation mitigation as a project purpose;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Cooperation Agreement for construction of the St. Johns County, Florida Shore Protection Project (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost sharing requirements applicable to the Project except to the extent the specific project authorization provides for the Government to pay 50 percent of total project costs as mitigation for the impacts of the navigation improvements at St. Augustine Inlet.;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91 611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, Section 902 of Public Law 99-662 establishes the maximum amount of costs for the St. Johns County, Florida Shore Protection Project and sets forth

procedures for adjusting such maximum amount; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost sharing and financing of the Project in accordance with the terms of this Agreement.

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

#### ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term "Project" shall mean the initial construction and periodic nourishment of shoreline beginning approximately 2.7 miles south of the St. Augustine Inlet and extending south approximately 2.5 miles, as generally described in the "St. Johns County, Florida Shore Protection Project General Reevaluation Report with Environmental Assessment", dated March 1998 and approved by the Assistant Secretary of the Army (Civil Works) on December 15, 1998 (hereinafter the "GRR").

B. The term "initial construction" shall mean the restoration of a 60-foot wide protective beach berm beginning at contour elevation +12.0 feet above mean low water; advance nourishment; and any mitigation as determined necessary by the Government as generally described in the GRR referenced in paragraph A above.

C. The term "periodic nourishment" shall mean the placement of suitable beach material within the areas of initial construction, or any functional portion of the initial construction, as generally described in the GRR referenced in paragraph A. above.

D. The term "total project costs" shall mean all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to initial construction and periodic nourishment of the Project. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; preconstruction engineering and design costs; engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Article XVIII.A. of this Agreement; actual construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government affords credit in accordance with Article IV of this Agreement; costs of audit in accordance with Article X of this Agreement and those dikes and other

construction works necessary to promote placement of the beachfill material. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.

E. The term "total costs of initial construction" shall mean that portion of total project costs allocated by the Government to initial construction.

F. The term "total costs of periodic nourishment" shall mean that portion of total project costs allocated by the Government to periodic nourishment.

G. The term "financial obligation for initial construction" shall mean a financial obligation of the Government, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total costs of initial construction.

H. The term "financial obligation for periodic nourishment" shall mean a financial obligation of the Government, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total costs of periodic nourishment.

I. The term "non-Federal proportionate share" with respect to initial construction, shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Article II.D. of this Agreement to total financial obligations for initial construction, as projected by the Government. The term shall mean, with respect to periodic nourishment, the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Article II.G. of this Agreement to total financial obligations for periodic nourishment, as projected by the Government.

J. The term "period of construction" shall mean the time from the date the Government first notifies the Non-Federal Sponsor in writing, in accordance with Article VI.B. of this Agreement, of the scheduled date for issuance of the solicitation for the first construction contract to the date that the U.S. Army Engineer for the Jacksonville District (hereinafter the "District Engineer") notifies the Non-Federal Sponsor in writing of the Government's determination that construction of the Project is complete.

K. The term "authorized periodic nourishment period" shall mean 50 years from the completion of the period of initial construction, the authorized duration for Federal participation in periodic nourishment for the Project.

L. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof except for the Atlantic Ocean Beach in St. Johns County, Florida.

M. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (excluding existing railroad bridges and approaches thereto) when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided in the authorizing legislation for the Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.

N. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

O. The term "functional portion of the Project" shall mean a portion of the Project that is suitable for tender to the Non-Federal Sponsor to operate and maintain in advance of completion of the entire Project. For a portion of the Project to be suitable for tender, the District Engineer must notify the Non-Federal Sponsor in writing of the Government's determination that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.

P. The term "betterment" shall mean a change in the design and construction of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter, the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, shall expeditiously construct the Project (including alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto and including periodic nourishment at such times during the authorized periodic nourishment period as the Government, after consultation with the Non-Federal Sponsor, determines such placement to be necessary and economically justified), applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

1. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. The Government shall not issue the solicitation for the first construction contract until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the Project. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the

Non-Federal Sponsor with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

2. Throughout the period of construction, the District Engineer shall furnish the Non-Federal Sponsor with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project.

3. Notwithstanding paragraph A.1. of this Article, if, upon the award of any contract for construction of the Project, cumulative financial obligations for construction would exceed \$310,177,000, the Government and the Non-Federal Sponsor agree to defer award of that contract and all subsequent contracts for construction of the Project until such time as the Government and the Non-Federal Sponsor agree to proceed with further contract awards for the Project, but in no event shall the award of contracts be deferred for more than three years. Notwithstanding this general provision for deferral of contract awards, the Government, after consultation with the Non-Federal Sponsor, may award a contract or contracts after the Assistant Secretary of the Army (Civil Works) makes a written determination that the award of such contract or contracts must proceed in order to comply with law or to protect life or property from imminent and substantial harm.

B. The Non-Federal Sponsor may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.

C. When the District Engineer determines that the entire Project is complete or that a portion of the Project has become a functional portion of the Project, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project or the functional portion of the Project that have not been provided previously. Upon such notification, the Non-Federal Sponsor shall operate, maintain, repair, replace, and

rehabilitate the entire Project or the functional portion of the Project in accordance with Article VIII of this Agreement.

D. The Non-Federal Sponsor shall contribute one-half of 35 percent of the total costs of initial construction assigned by the Government to hurricane and storm damage reduction, plus one-half of 50 percent of total project costs of initial construction assigned by the Government to recreation, plus one-half of 100 percent of the total costs of initial construction assigned by the Government to privately owned shores (where the use of such shores is limited to private interests) ( hereinafter the "non-Federal share of total costs of initial construction") in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the initial construction, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the initial construction, operation, and maintenance of the Project.

2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraphs D.1. of this Article and Articles V, X, and XV.A. of this Agreement will be less than the non-Federal share of initial construction, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to non-Federal share of initial construction.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs D.1. and D.2. of this Article and of the Non-Federal Sponsor's contributions attributable to initial construction under Articles V, X, and XV.A. of this Agreement has exceeded the non-Federal share of initial construction, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of the non-Federal share of initial construction. After such a determination, the Government, in its sole discretion, may provide any remaining Project lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining Project relocations on behalf of the Non-Federal Sponsor.

E. The Non-Federal Sponsor may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor during the period of initial construction. Such requests shall be in writing and shall describe the services requested to be performed. If in its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely

responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

F. After completion of initial construction the Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsor in accordance with paragraphs B., D., and E. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs B., D., and E. of this Article.

G. For each iteration of periodic nourishment, the Non-Federal Sponsor shall contribute one-half of 35 percent of the total costs of periodic nourishment assigned by the Government to hurricane and storm damage reduction, plus one-half of 50 percent of total project costs of periodic nourishment assigned by the Government to recreation, plus one-half of 100 percent of the total costs of periodic nourishment assigned by the Government to privately owned shores (where the use of such shores is limited to private interests) (hereinafter the "non-Federal share of periodic nourishment") in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the iteration of periodic nourishment and shall perform or ensure performance of all relocations that the Government determines to be necessary for the iteration of periodic nourishment.

2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraph G.1. of this Article and of the Non-Federal Sponsor's contributions attributable to periodic nourishment under Articles X, and XV.A. of this Agreement will be less than the non-Federal share of periodic nourishment, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.E. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to non-Federal share of periodic construction.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs G.1. and G.2. of this Article and of the Non-Federal Sponsor's contributions attributable to periodic nourishment under Articles X, and XV.A. of this Agreement has exceeded the non-Federal share of periodic nourishment, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of the non-Federal share of periodic nourishment. After such a determination, the Government, in its sole discretion, may

provide any remaining periodic nourishment lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining periodic nourishment relocations on behalf of the Non-Federal Sponsor.

H. The Government shall assign all costs included or to be included in total project costs and all contributions provided by the Non-Federal Sponsor to hurricane and storm damage reduction, or to recreation, or to protecting undeveloped private lands and other privately owned shores.

I. The Non-Federal Sponsor may request the Government to accomplish betterments during the authorized periodic nourishment period. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.

J. The Non-Federal Sponsor may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor during the authorized periodic nourishment period. Such requests shall be in writing and shall describe the services requested to be performed. If in its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

K. For each iteration of periodic nourishment, the Government shall perform a final accounting in accordance with Article VI.F. of this Agreement to determine the contributions provided by the Non-Federal Sponsor toward the total costs of periodic nourishment and costs due to betterments in accordance with paragraphs G., I., and J. of this Article and Articles X and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs G., I., and J. of this Article.

L. In the event the completed initial construction, or any functional portion of the

initial construction, is damaged or destroyed by a storm or other natural forces, the Government, subject to the availability of funds and Article II.A. of this Agreement, shall place suitable beach fill material within the area of the completed initial construction, or functional portion of the initial construction, as periodic nourishment. The costs of such placement shall be included in the total costs of periodic nourishment and cost shared in accordance with Article II.G. of this Agreement. In the event an uncompleted portion of the initial construction is damaged or destroyed by a storm or other natural forces, the Government, subject to the availability of funds, shall place suitable beach fill material with the area of uncompleted initial construction as initial construction. The costs of such placement shall be included in the total costs of initial construction and cost shared in accordance with Article II.D. of this Agreement. Nothing in this paragraph shall preclude the Government from using Public Law 84-99 to accomplish any emergency repair and restoration of work of the completed initial construction or a functional portion of the initial construction.

M. The Non-Federal Sponsor shall not use Federal funds to meet the Non-Federal Sponsor's share of total costs of initial construction or the non-Federal share of total costs of periodic nourishment under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

N. The Non-Federal Sponsor agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs in accordance with Section 402 of Public Law 99-662, as amended.

O. Not less than once each year the Non-Federal Sponsor shall inform affected interests of the extent of protection afforded by the Project. The Government shall advise the Non-Federal Sponsor as to who should be informed and the extent of protection afforded by the Project.

P. The Non-Federal Sponsor shall publicize flood plain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in preventing unwise future development in the flood plain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.

Q. The Non-Federal Sponsor shall prescribe and enforce regulations to prevent obstruction of or encroachment on the Project that would reduce the level of protection it affords or that would hinder operation and maintenance of the Project.

R. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure conditions of public ownership and use of the shore upon which the amount of Federal participation is based.

S. The Non-Federal Sponsor shall provide and maintain necessary access roads, parking areas, sanitation facilities and other public use facilities, open and available to all

on equal terms during the life of the Project.

T. The Non-Federal Sponsor shall adopt appropriate ordinances or provide other means to ensure preservation of the beach fill areas and the dunes.

### ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for the initial construction, periodic nourishment, operation, and maintenance of the Project, including those required for relocations, borrow materials, and dredged or excavated material disposal. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the end of the period of initial construction, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for the initial construction, operation or maintenance of the Project set forth in such descriptions. Prior to the end of the authorized periodic nourishment period, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for the periodic nourishment, as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each contract for initial construction or periodic nourishment, the Non-Federal Sponsor shall provide the Government with authorization for entry to all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that contract. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project and that were provided by the Non-Federal Sponsor 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 improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the initial construction, periodic nourishment, operation, and maintenance of the Project. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the end of the period of initial construction, the Non-Federal Sponsor shall provide all improvements required for initial construction set forth in such descriptions. Prior to the end of the authorized periodic

nourishment period, the Non-Federal Sponsor shall provide all improvements required for the periodic nourishment as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government contract for initial construction or periodic nourishment, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the proper disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for the initial construction, periodic nourishment, operation, and maintenance of the Project, including those necessary to enable the removal of borrow materials and the proper disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. Prior to the end of the period of initial construction, the Non-Federal Sponsor shall perform or ensure the performance of all relocations required for the initial construction as set forth in such descriptions. Prior to the end of the authorized periodic nourishment period, the Non-Federal Sponsor shall perform or ensure performance of all relocations required for the periodic nourishment as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all relocations the Government determines to be necessary for that contract.

D. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to paragraphs A., B., or C. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total project costs, and afford credit for such value toward the Non-Federal Sponsor's share of initial construction or the Non-Federal Sponsor's share of periodic nourishment.

E. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the initial construction, periodic nourishment, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### ARTICLE IV - CREDIT FOR VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS

A. The Non-Federal Sponsor shall receive credit toward its share of initial construction for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide for initial construction, operation, and maintenance of the Project pursuant to Article III of this Agreement, and for the value of the Article III.B. improvements, and the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance for initial construction, operation, and maintenance of the Project pursuant to Article III of this Agreement. The Non-Federal Sponsor shall receive credit toward the non-Federal share of periodic nourishment for the value of additional lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide for periodic nourishment of the Project pursuant to Article III of this Agreement, and for the value of the additional Article III.B. improvements, and the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance for periodic nourishment of the Project pursuant to Article III of this Agreement. However, the Non-Federal Sponsor shall not receive credit for the value of any lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas that have been provided previously as an item of cooperation for another Federal project. The Non-Federal Sponsor also shall not receive credit for the value of lands, easements, rights-of-way, Article III.B. improvements, and the relocations, or borrow and dredged or excavated material disposal areas to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is expressly authorized by statute.

B. For the sole purpose of affording credit in accordance with this Agreement, the value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, Article III.B. improvements, and the dredged or excavated material disposal, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. The fair market value of lands, easements, or rights-of-way 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. General Valuation Procedure. Except as provided in paragraph B.3. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, or the Non-Federal Sponsor chooses not to obtain a second appraisal, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, 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 amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph B.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall, prior to instituting such proceedings, submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60-day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60-day period, the Government and the

Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value shall be adjusted utilizing Federal rules of Compensation including application of the principles of specific benefits.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with sub-paragraph B.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken to the extent the Government determined such interests are required for the construction, operation, and maintenance of the Project, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.

C. After consultation with the Non-Federal Sponsor, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.

1. 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.

2. For a relocation of a highway, 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.

3. Relocation costs shall include, but not necessarily be limited to, 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, but shall not include any costs due to betterments, as determined by the

Government, nor any additional cost of using new material when suitable used material is available. Relocation costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

D. The value of the improvements made to lands, easements, and rights-of-way for the proper disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such costs shall include, but not necessarily be limited to, actual costs of providing 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 due to betterments, as determined by the Government.

#### ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of initial construction and thereafter shall meet and convene during each period of periodic nourishment. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. The Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the Government's cost projections; final inspection of the initial construction and periodic nourishment or functional portions thereof; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the Project, has the discretion to accept, reject, or modify the Project

Coordination Team's recommendations.

E. The costs of participation in the Project Coordination Team shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

#### ARTICLE VI - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs, total costs of initial construction, total costs of periodic nourishment and costs due to betterments. By October 1st of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs of initial construction, of total costs of periodic nourishment, of total costs due to betterments, of the maximum amount of total project costs determined in accordance with Article XIX of this Agreement, of the components of total project costs, of the non-Federal share of initial construction, of the non-Federal share of periodic nourishment, of the Non-Federal Sponsor's total cash contributions required in accordance with Articles II.B., II.D., II.E., II.G., II.I., and II.J of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be \$222,900,000, and the Non-Federal Sponsor's cash contribution required under Article II.D. of this Agreement is projected to be \$3,735,000, and the Non-Federal Sponsor's cash contribution required under Article II.G. of this Agreement is projected to be \$39,765,000. Such amounts are estimates 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. The Non-Federal Sponsor shall provide the cash contribution required under Article II.D.2. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 120 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for initial construction, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for initial construction through the first fiscal year of initial construction, including the non-Federal proportionate share of financial obligations for construction incurred prior to the commencement of the period of initial construction. Not later than such scheduled date, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor.

2. For the second and subsequent fiscal years of construction, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to

be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for initial construction for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through the funding mechanism specified in Article VI.B.1. of this Agreement.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for initial construction incurred prior to the commencement of the period of initial construction; and (b) the non-Federal proportionate share of financial obligations for initial construction as they are incurred during the period of initial construction.

4. If at any time during the period of initial construction the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the non-Federal proportionate share of projected financial obligations for initial construction for the current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required, and the Non-Federal Sponsor, no later than 45 calendar days from receipt of such notice, shall make the additional required funds available through the payment mechanism specified in Article VI.B.1. of this Agreement.

C. In advance of the Government incurring any financial obligation associated with additional work under Article II.B., II.E., II.I., or II.J. of this Agreement, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the full amount of the funds required to pay for such additional work in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required. Within 45 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with a check for the full amount of the additional required funds.

D. Upon completion of initial construction or termination of this Agreement during the period of initial construction, and upon resolution of all relevant claims and appeals relevant to initial construction, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total costs of initial construction, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments during the period of initial construction and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.B. of this Agreement during the period of initial construction.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than the non-Federal share of initial construction plus costs due to any betterments provided in accordance with Article II.B. of this Agreement during the period of initial construction, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement during the period of initial construction.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds the non-Federal share of initial construction plus costs due to any betterments provided in accordance with Article II.B. of this Agreement during the period of initial construction, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

E. The Non-Federal Sponsor shall provide the cash contribution required under Article II.G.2. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 120 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for periodic nourishment, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for periodic nourishment through the first fiscal year of the authorized periodic nourishment period. Not later than such scheduled date, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor.

2. For the second and subsequent fiscal years of periodic nourishment, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for periodic nourishment for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through the funding mechanism specified in Article VI.E.1. of this Agreement.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for periodic nourishment incurred

prior to the commencement of the authorized periodic nourishment period; and (b) the non-Federal proportionate share of financial obligations for periodic nourishment as they are incurred during the authorized periodic nourishment period.

4. If at any time during the authorized periodic nourishment period the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the non-Federal proportionate share of projected financial obligations for periodic nourishment for the current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required, and the Non-Federal Sponsor, no later than 45 calendar days from receipt of such notice, shall make the additional required funds available through the payment mechanism specified in Article VI.E.1. of this Agreement.

F. Upon completion of each iteration of periodic nourishment or termination of this Agreement during the authorized periodic nourishment period, and upon resolution of all claims and appeals relevant to the periodic nourishment, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total costs of periodic nourishment, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments during the authorized periodic nourishment period and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.I. of this Agreement.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than the non-Federal share of periodic nourishment costs plus costs due to any betterments provided in accordance with Article II.I. of this Agreement during the authorized periodic nourishment period, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of periodic nourishment costs plus costs due to any betterments provided in accordance with Article II.I. of this Agreement during the authorized periodic nourishment period.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds the non-Federal share of periodic nourishment costs plus costs due to any betterments provided in accordance with Article II.I. of this Agreement during the authorized periodic nourishment period, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

## ARTICLE VII - 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 both parties. The parties shall each pay 50 percent 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 VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION (OMRR&R)

A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project, at no cost to the Government, in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto. The requirements of this subparagraph do not include periodic nourishment.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of notice, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Article VIII, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

## ARTICLE IX - INDEMNIFICATION

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the construction (which includes the initial construction and periodic nourishment), operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project related betterments, except for damages due to the fault or

negligence of the Government or its contractors.

#### ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of construction and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-13328 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-13328, and such costs as are allocated to the Project shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

#### ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600 7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army" and Section 402 of the Water

Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), requiring Non-Federal preparation and implementation of flood plain management plans.

#### ARTICLE XII - RELATIONSHIP OF PARTIES

A. 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.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

#### ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### ARTICLE XIV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under Article II.B., II.D., II.G., II.I., II.J., VI, or XVIII.C. of this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsor in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.D. or VI.F. of this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment 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 XV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary 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. Sections 9601 9675, that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer 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.

1. All actual costs incurred by the Non-Federal Sponsor or the Government during the period of initial construction for such investigations for hazardous substances shall be included in total costs of initial construction and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

2. All actual costs incurred by the Non-Federal Sponsor or the Government during the period of periodic nourishment for such investigations for hazardous substances shall be included in total costs of periodic nourishment and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the initial construction, periodic nourishment, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide prompt written notice to each other, and the

Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until both parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate initial construction or periodic nourishment of the Project, or, if already in initial construction or periodic nourishment, whether to continue with work on the Project, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the initial construction, periodic nourishment, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of 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, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

#### ARTICLE XVI - 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 either delivered personally or by telegram or mailed by first class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Chairman  
St. Johns County Board of County Commissioners  
4020 Lewis Speedway  
St. Augustine, Florida 32095

If to the Government:

District Engineer  
U.S. Army Engineer District  
Jacksonville District  
P.O. Box 4970  
Jacksonville, Florida 32232-0019

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

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed or transmitted.

#### ARTICLE XVII - 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 XVIII - HISTORIC PRESERVATION

A. The costs of identification, survey and evaluation of historic properties shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

B. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project costs, up to the statutory limit of one percent of the total amount authorized to be appropriated for the Project.

C. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery on lands subject to federal cost sharing that exceed the one percent limit shall be included in total project costs. Any costs of

mitigation and data recovery on lands not subject to federal cost sharing (undeveloped private lands and privately owned shores that do not provide public benefits) that exceed the one percent limit shall not be included in total project costs but shall be paid by the Non-Federal Sponsor.

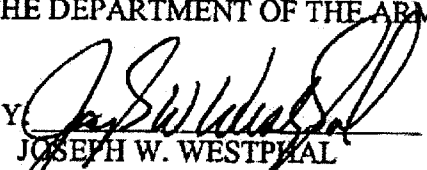
ARTICLE XIX - SECTION 902 PROJECT COST LIMITS

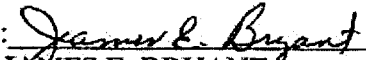
The Non-Federal Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes the maximum amount of total project costs for the St. Johns County Shore Protection Project. Notwithstanding any other provision of this Agreement, the Government shall not make a new Project financial obligation, make a Project expenditure, or afford credit toward total project costs for the value of any contribution provided by the Non-Federal Sponsor, if such obligation, expenditure, or credit would result in total project costs exceeding this maximum amount, unless otherwise authorized by law. On the effective date of this Agreement, this maximum amount is estimated to be \$310,177,000, as calculated in accordance with ER 1105-2-100 using October 1, 1999 price levels and allowances for projected future inflation. The Government shall adjust this maximum amount in accordance with Section 902.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

THE DEPARTMENT OF THE ARMY

ST. JOHNS COUNTY, FLORIDA

BY:   
JOSEPH W. WESTPHAL  
Assistant Secretary of the Army  
(Civil Works)

BY:   
JAMES E. BRYANT  
Chairman  
St. Johns County Board  
of County Commissioners

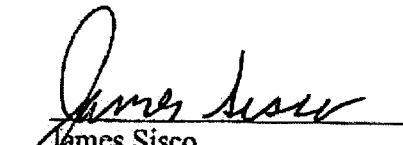
DATE: August 24, 2000

DATE: August 24, 2000

## CERTIFICATE OF AUTHORITY

I, James Sisco, do hereby certify that I am the principal legal officer of St. Johns County, Florida, that St. Johns County, Florida 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, Florida in connection with the St. Johns County, Florida Shore Protection Project, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the St. Johns County, Florida have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 25th day of August 2000.

  
James Sisco  
County Attorney  
St. Johns County, Florida

## CERTIFICATION REGARDING LOBBYING

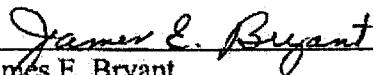
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 made by the Non-Federal Sponsor for the Project at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

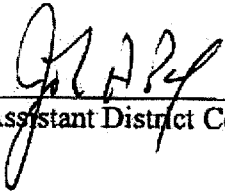
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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.

  
James E. Bryant  
Chairman  
St. Johns County Board of  
County Commissioners

DATE: August 24, 2000

**CERTIFICATION OF LEGAL REVIEW**

The draft Project Cooperation Agreement for the St. Johns County, Florida Shore Protection Project has been fully reviewed by the Office of Counsel, USAED, Jacksonville, and is legally sufficient.

  
Assistant District Counsel

## FINAL ORDER ADOPTING

### ST. AUGUSTINE INLET MANAGEMENT IMPLEMENTATION PLAN

WHEREAS on August 31, 1998, the Florida Department of Environmental Protection (Department) adopted the St. Augustine Inlet Management Study Implementation Plan, which established inlet sand bypassing objectives, called for restoration of critically eroded downdrift beaches, promoted natural sediment bypassing, called for the implementation of a dune management program on downdrift beaches, and called for implementation of a comprehensive beach and offshore monitoring program that would be used to identify beach placement locations for future bypassing efforts and to revalidate the adopted sediment budget, and

WHEREAS the existing inlet protocol to place an average annual objective of 510,000 cubic yards of sediment on the beach in areas of greatest need was determined by the sediment budget developed in the study *St. Augustine Inlet Management Plan* (Taylor Engineering, 1997), which was conducted in partnership with the St. Augustine Port, Waterway and Beach District, and

WHEREAS the sand bypassing objectives of the St. Augustine Inlet Management Study Implementation Plan were accomplished by placement of inlet maintenance dredging material on the beaches south of the inlet and by use of the inlet ebb tidal shoal as a sand source for the St. Johns County Shore Protection Project at St. Augustine Beach. However, the volume of sediment removed from the inlet shoals exceeded the established bypassing objective of 510,000 cy and led to concern about potential erosion<sup>1</sup> impacts to the beaches adjacent to the inlet, and

WHEREAS in 2008, the Florida Legislature amended Section 161.142, Florida Statutes, finding, "It is in the public interest to replicate the natural drift of sand which is interrupted or altered by inlets to be replaced and for each level of government to undertake all reasonable efforts to maximize inlet sand bypassing to ensure that beach-quality sand is placed on adjacent eroding beaches. Such activities cannot make up for the historical sand deficits caused by inlets but shall be designed to balance the sediment budget of the inlet and adjacent beaches and extend the life of proximate beach-restoration projects so that periodic nourishment is needed less frequently", and

WHEREAS, the U.S. Army Corps of Engineers and St. Augustine Port, Waterway and Beach District are the entities that are responsible for the maintenance dredging of St. Augustine Inlet. Therefore, in accordance with the provisions of Subsection 161.142(6), Florida Statutes, they are the entities responsible for the extent of erosion and for measures to correct such erosion, and

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<sup>1</sup> As used in this document, the term "erosion" means wearing away of land or the removal of consolidated or unconsolidated material from the coastal system by wind or wave action, storm surge, tidal or littoral currents or surface water runoff. As used in this document, the term "accretion" means the buildup of land or accumulation of unconsolidated material within the coastal system caused by wind and wave action, storm surge, or tidal or littoral currents. The description of coastal processes in this document are not intended to affect title to real property or real property boundaries.

WHEREAS the Department contracted with the Beaches and Shores Resource Center (BSRC), Florida State University, to compile new and historical data and information regarding coastal processes and inlet and shoreline dynamics, as reported in *Inlet Management Restudy for St. Augustine Inlet, St. Johns County, Florida* (Walton et al, 2011), and

WHEREAS the U.S. Army Corps of Engineers, Jacksonville District, developed a regional sediment budget for St. Augustine Inlet and St. Johns County for the 11-year period between 1998/99 and 2010 (USACE, 2012), and

WHEREAS USACE (2012) provides an Inlet Sink Analysis by evaluating the historic shoreline changes and the inlet's sink effect. The analysis determined the inlet's sink effect to be about 278,100 cy per year, with a maximum beach erosion rate north of the inlet to R83 of -98,800 cy per year, and a maximum beach erosion rate south of the inlet to R152 of -179,300 cy per year, and

WHEREAS the Department has developed an updated implementation plan that contains corrective measures to mitigate the identified impacts of the inlet, and

WHEREAS this revised inlet management plan is consistent with the Department's program objectives under Chapter 161, Florida Statutes,

**THEREFORE:**

The Department does hereby adopt the following implementation strategies, as set forth in attachment A, "St. Augustine Inlet 2013 Summary of Findings Report and Inlet Management Implementation Plan Update," hereby incorporated by reference. Future inlet management activities shall be consistent with the following eight strategies:

- 1) Continue to transfer sediment from the inlet system to the adjacent beaches meeting a bypassing objective of 278,000 cubic yards per year as determined by the Inlet Sink Analysis provided in the document, *Regional Sediment Budget for St. Augustine Inlet and St. Johns County, FL, 1998/1999-2010* (USACE, 2012). The material obtained from the inlet system shall be distributed to the adjacent Atlantic Ocean fronting beaches with a placement ratio of approximately one-third of material placement to the north and two-thirds of material placement to the south.
- 2) Inlet sand transfer material shall be placed in designated critically eroded areas to the north or south of the inlet between R84 and R152, St. Johns County, in accordance with Implementation Strategy #1.
- 3) Inlet dredge material may be obtained from the federal navigation channel, the intracoastal waterway channel, and encroaching flood shoals adjacent to the federal channel, including the Porpoise Point borrow area for placement in accordance with Implementation Strategies #1 and #2.
- 4) The south lobe of the ebb shoal and the federal navigation channel, including below the authorized project depth may be used as the primary sources of sand for the St. Johns County Shore Protection Project in an amount not to exceed 179,000 cubic yards per year times the number of years between beach nourishment events. However, additional

material may be removed from the authorized navigation channel when necessary for required interim navigation channel maintenance dredging.

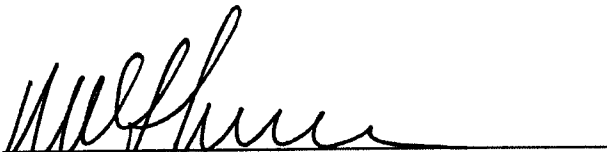
- 5) Engineering and geotechnical investigations shall be conducted of additional borrow areas to meet the inlet bypassing objective. These investigations shall identify the beach quality and quantity of material available, as well as any potential impact on the inlet system or adjacent beaches.
- 6) Feasibility investigations shall be conducted of the north jetty to determine the beach management benefits and impacts of possible jetty modifications, including but not limited to sand tightening, lengthening, and raising elevations. The impact evaluation shall specifically identify any physical impact to the inlet system or adjacent beaches including Anastasia State Park.
- 7) A comprehensive beach and inlet hydrographic monitoring program shall be implemented to evaluate performance and impact of existing projects and to update and define the inlet sediment budget. The monitoring program shall include topographic and bathymetric profile surveys at each of the Department's reference monuments between R80 and R157, and along the Porpoise Point spit. Monitoring shall also include bathymetric surveys of the inlet system, including the entire inlet ebb and flood shoal complex between not less than R116 and R132, including the navigation channels and attachment bars, and the navigation easement adjacent to and including the shoreline of the Porpoise Point spit.
- 8) The inlet sand bypassing objective in Implementation Strategy #1 may be updated following a review and analysis of additional monitoring data collected over at least a five (5) year period. The updated inlet sand bypassing objective shall not become effective less than two (2) years prior to a scheduled beach nourishment of the shore-protection project in order to allow adequate time for project planning and design.

Inlet management actions that implement the strategies contained in this plan are subject to further evaluation, and subsequent authorization or denial, as part of the Department's permitting process. Activities that implement these adopted strategies shall be eligible for state financial participation pursuant to Section 161.143, Florida Statutes, subject to Department approval and an appropriation from the Florida Legislature. The level of State funding shall be determined based upon the activity being conducted and the Department's applicable statutes and rules. The Department may choose not to participate financially if the proposed method of implementation is not cost effective or fails to meet the intent of Section 161.142, Florida Statutes, and the adopted inlet management strategies. Nothing in this plan precludes the evaluation and potential adoption of other strategies for the effective management of St. Augustine Inlet and the adjacent beaches through further revision to that plan as may be properly adopted.

Execution of this Final Order constitutes agency action. Any Florida corporation not for profit which meets the requirements of Subsection 403.412(6), Florida Statutes, and any person whose substantial interests will be determined or affected by the Final Order may petition the Department for a formal or informal administrative hearing pursuant to Section 120.569 or 120.57, Florida Statutes, as set forth in the attached Notice of Rights, to challenge the provisions of this Final Order.

If the Department proposes to issue a permit that implements the strategies in this Final Order, any Florida corporation not for profit which meets the requirements of Subsection 403.412(6), Florida Statutes, and any person whose substantial interests will be determined or affected by the proposed permit may petition the Department for a formal or informal administrative hearing pursuant to Section 120.569 or 120.57, Florida Statutes, as set forth in the Notice of Rights attached to the permit. The scope of a challenge to a permit approval or denial is limited to whether the agency action complies with the permitting criteria. Agency action previously subject to challenge or administrative review will not be subject to challenge at the time of permit approval or denial.

**APPROVED FOR ADOPTION**

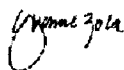
  
\_\_\_\_\_  
Mark P. Thomasson, P.E.

1/17/14  
Date

Division of Water Resource Management  
Department of Environmental Protection

**FILING AND ACKNOWLEDGEMENT**

FILED, on this date with the designated Department Clerk, pursuant to Section 120.52, F.S., receipt of which is hereby acknowledged.

  
\_\_\_\_\_  
Deputy Clerk

1/17/14  
Date

## NOTICE OF RIGHTS

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed action decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Petitions must be filed within twenty-one days of receipt of this written notice.

Under Rule 62-110.106(4), Florida Administrative Code, a person whose substantial interests are affected by the Department's action may request an extension of time to file a petition for an administrative hearing. Requests for extension of time must be filed (received by the clerk) with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the end of the time period for filing a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within twenty-one days of publication of the notice or within twenty-one days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), Florida Statutes, however, any person who asked the Department for notice of agency action may file a petition within twenty-one days of receipt of such notice, regardless of the date of publication.

The failure of any person to file a petition or request for extension of time within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes, or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, Florida Administrative Code.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573, Florida Statutes, is not available.

Once this decision becomes final, any party to the final agency action has the right to seek judicial review of it under Section 120.68, Florida Statutes, by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this decision is filed with the clerk of the Department.

**ATTACHMENT A**

**ST. AUGUSTINE INLET**

**2013 SUMMARY OF FINDINGS REPORT**

**and**

**INLET MANAGEMENT IMPLEMENTATION PLAN UPDATE**

**Introduction**

Pursuant to Subsection 161.101(2), Florida Statutes, the Florida Department of Environmental Protection (Department) is the beach and shore preservation authority for the State of Florida. As part of the Departments' statewide beach management plan adopted pursuant to Section 161.161, Florida Statutes, the Department is adopting this inlet management plan for St. Augustine Inlet in St. Johns County, Florida (Figure 1). This plan updates an existing plan for St. Augustine Inlet to make the plan consistent with current statutes and observed erosion<sup>1</sup> conditions.

On August 31, 1998, the Florida Department of Environmental Protection (Department) adopted the St. Augustine Inlet Management Study Implementation Plan. This plan was based upon recommendations and supporting data compiled in the study report, *St. Augustine Inlet Management Plan* (Taylor Engineering, Inc., 1997). The study was conducted in partnership with the St. Augustine Port, Waterway and Beach District, under the provisions of Section 161.161, Florida Statutes, for the purposes of evaluating the erosive impact of the inlet on adjacent beaches, and to recommend corrective measures to mitigate identified impacts.

The adopted plan (FDEP, 1998) established inlet sand bypassing objectives and called for implementation of a comprehensive beach and offshore monitoring program that would be used to identify beach placement locations for future bypassing efforts and to revalidate the sediment budget.

The sand bypassing objectives of the 1998 inlet management plan were accomplished by placement of inlet maintenance dredging material on the beaches south of the inlet and by use of the inlet ebb tidal shoal as a sand source for the St. Johns County Shore Protection Project at St. Augustine Beach. However, the volume of sediment removed from the inlet shoals exceeded the established bypassing objective of 510,000 cy and led to concern about potential erosion impacts to the beaches adjacent to the inlet. Consequently, the Department initiated a new study of St. Augustine Inlet to revalidate the sediment budget and to adopt an updated inlet management plan.

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<sup>1</sup> As used in this document, the term "erosion" means wearing away of land or the removal of consolidated or unconsolidated material from the coastal system by wind or wave action, storm surge, tidal or littoral currents or surface water runoff. As used in this document, the term "accretion" means the buildup of land or accumulation of unconsolidated material within the coastal system caused by wind and wave action, storm surge, or tidal or littoral currents. The description of coastal processes in this document are not intended to affect title to real property or real property boundaries.

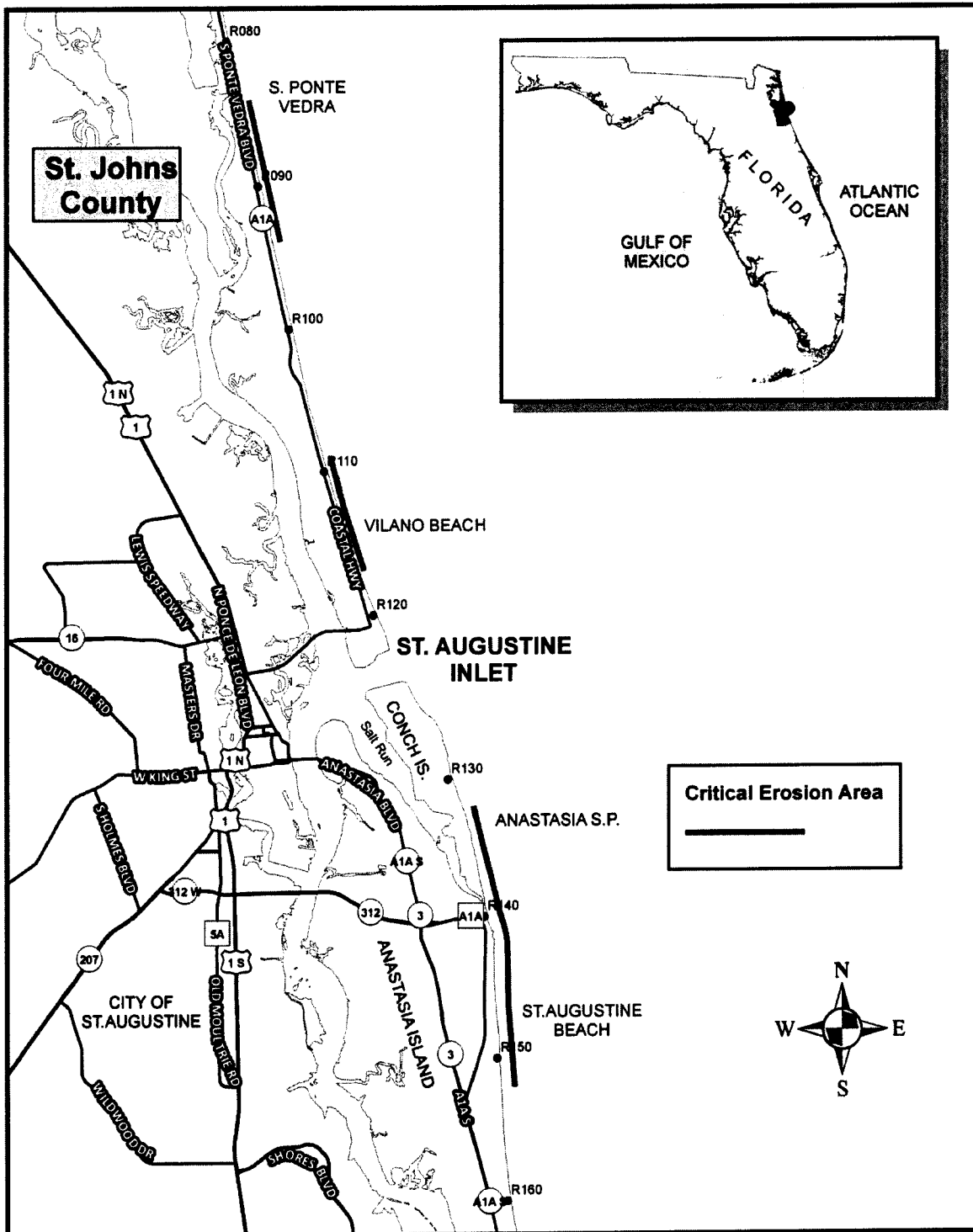


Figure 1. General Location Map

The Department's study was conducted under a contract with the Beaches and Shores Resource Center (BSRC), Florida State University, to compile new and historical data and information regarding coastal processes and inlet and shoreline dynamics, as reported in *Inlet Management Restudy for St. Augustine Inlet, St. Johns County, Florida* (Walton et al, 2011). Additionally, the U.S. Army Corps of Engineers (Jacksonville District), developed a regional sediment budget for St. Augustine Inlet and St. Johns County for the 11-year period between 1998/99 and 2010 (USACE, 2012).

These studies, as well as other referenced analyses, have been evaluated by the staff of the Department as it relates to statutory responsibilities and program objectives. As a result of that evaluation, the Department has developed a recommended inlet management plan to meet those responsibilities and objectives. Adoption of the plan will facilitate and streamline the coastal construction permitting process during its implementation by providing a basis for consistency determination, and enable the responsible entities to seek financial assistance from the Department for the conduct of management activities authorized in the plan.

The Department conducted two technical workshops on November 30, 2011 and February 22, 2012, to foster the development of an updated inlet management plan. The workshops were attended by representatives of the U.S. Army Corps of Engineers (Jacksonville District), the U.S. Fish and Wildlife Service, the Florida Inland Navigation District, the Florida Park Service (Anastasia State Park), St. Johns County, the St. Augustine Port, Waterway, and Beach District, the South Ponte Vedra – Vilano Beach Restoration Association, and other interested parties. The Department also presented a draft plan to the St. Augustine Port, Waterway, and Beach District on March 19, 2013, at their regularly scheduled District Board meeting.

### **Statutory Responsibilities and Program Objectives**

In 2008, the Florida Legislature amended Section 161.142, Florida Statutes, finding,

“It is in the public interest to replicate the natural drift of sand which is interrupted or altered by inlets to be replaced and for each level of government to undertake all reasonable efforts to maximize inlet sand bypassing to ensure that beach-quality sand is placed on adjacent eroding beaches. Such activities cannot make up for the historical sand deficits caused by inlets but shall be designed to balance the sediment budget of the inlet and adjacent beaches and extend the life of proximate beach-restoration projects so that periodic nourishment is needed less frequently.”

Pursuant to 161.143, Florida Statutes,

“Studies, projects and activities for the purpose of mitigating the erosive effects of inlets and balancing the sediment budget on the inlet and adjacent beaches must be supported by separately approved inlet management plans or inlet components of the statewide comprehensive beach management plan.”

The Department, with the assistance of university based resources, may conduct inlet management studies consistent with Subsections 161.142(7) and 161.143(4), Florida Statutes, “to determine, calculate, refine and achieve general consensus regarding net annual transport volumes to be used for the purpose of planning and prioritizing inlet management projects.”

The St. Augustine Port, Waterway and Beach District is the local sponsor of the federally-authorized St. Augustine Inlet Navigation Project (Figure 2), and in partnership with the U.S. Army Corps of Engineers, they are the entities responsible for maintenance dredging, and consequently, mitigating the extent of erosion caused by the inlet, as specified in Subsection 161.142(6), Florida Statutes.

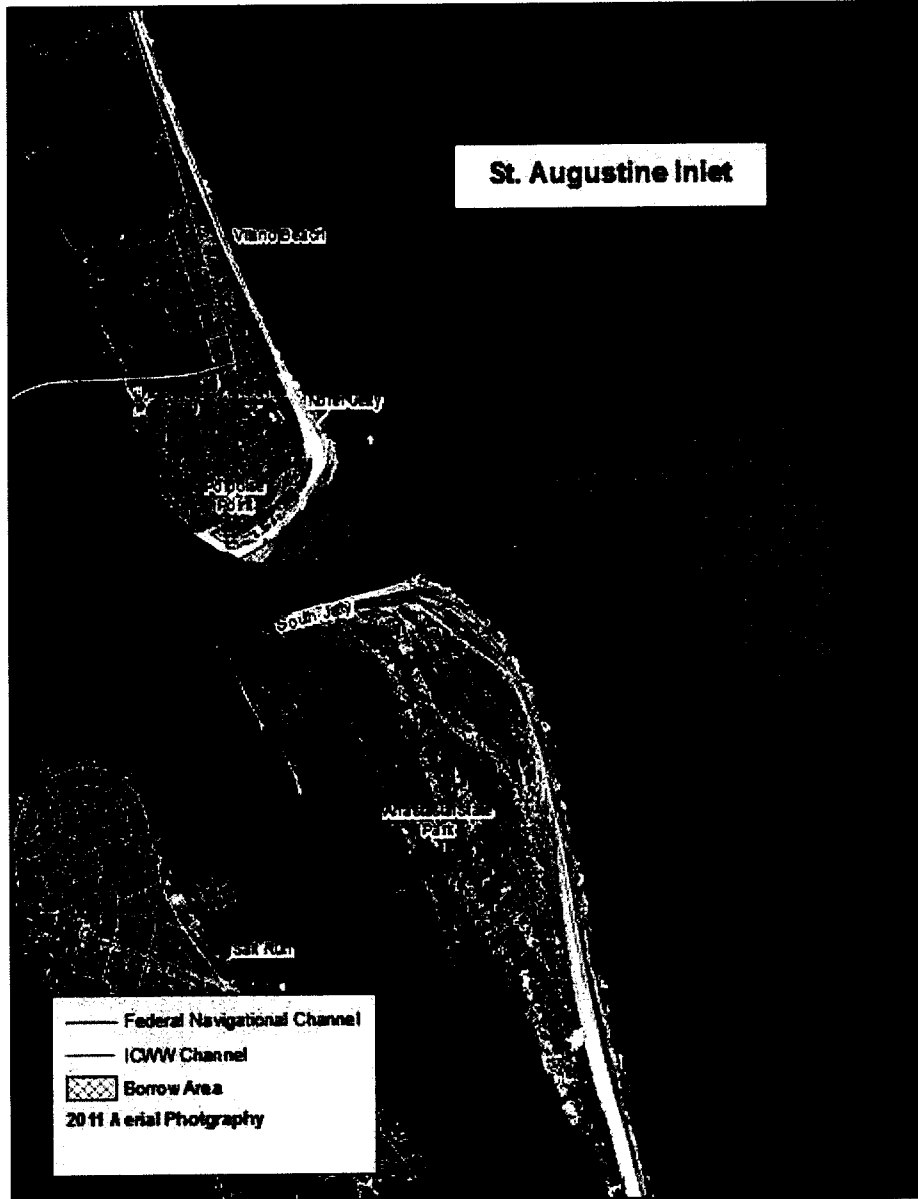


Figure 2. St. Augustine Inlet with Federal Project Dredging Areas

History of St. Augustine Inlet

St. Augustine Inlet is located on the northeast coast of Florida about 35 miles south of the St. Johns River Entrance at Jacksonville (Figure 1). Historical origins of the once natural tidal inlet adjacent to the city of St. Augustine are not clear; however, a natural inlet has existed throughout modern history since the founding of the Spanish colonial city in the early 1500s. The tidal inlet connects the Atlantic Ocean with an estuarine system of lagoons and tidal creeks, and is subject to a semi-diurnal (twice-daily) tidal regime. The dominant tidal lagoons that connect to the inlet are the Tolomato River extending northward and the Matanzas River extending to the south. Aligned generally northwest to southeast, the original natural inlet channel exists today as a connecting lagoon separating Conch Island from Anastasia Island south of the existing inlet.

In 1940, the U.S. Army Corps of Engineers dredged a new east to west channel through the barrier island at a location over two miles north of the natural inlet (Figure 3). In 1941, a short north jetty was constructed at Vilano Point north of the new channel. Described as a terminal groin in the Corps of Engineers' design documents, the boulder mound structure stabilized the Atlantic Ocean shoreline immediately to the north yet allowed substantial sand transport into the inlet, which has created the large land mass south of the jetty (terminal groin) known as Porpoise Point.

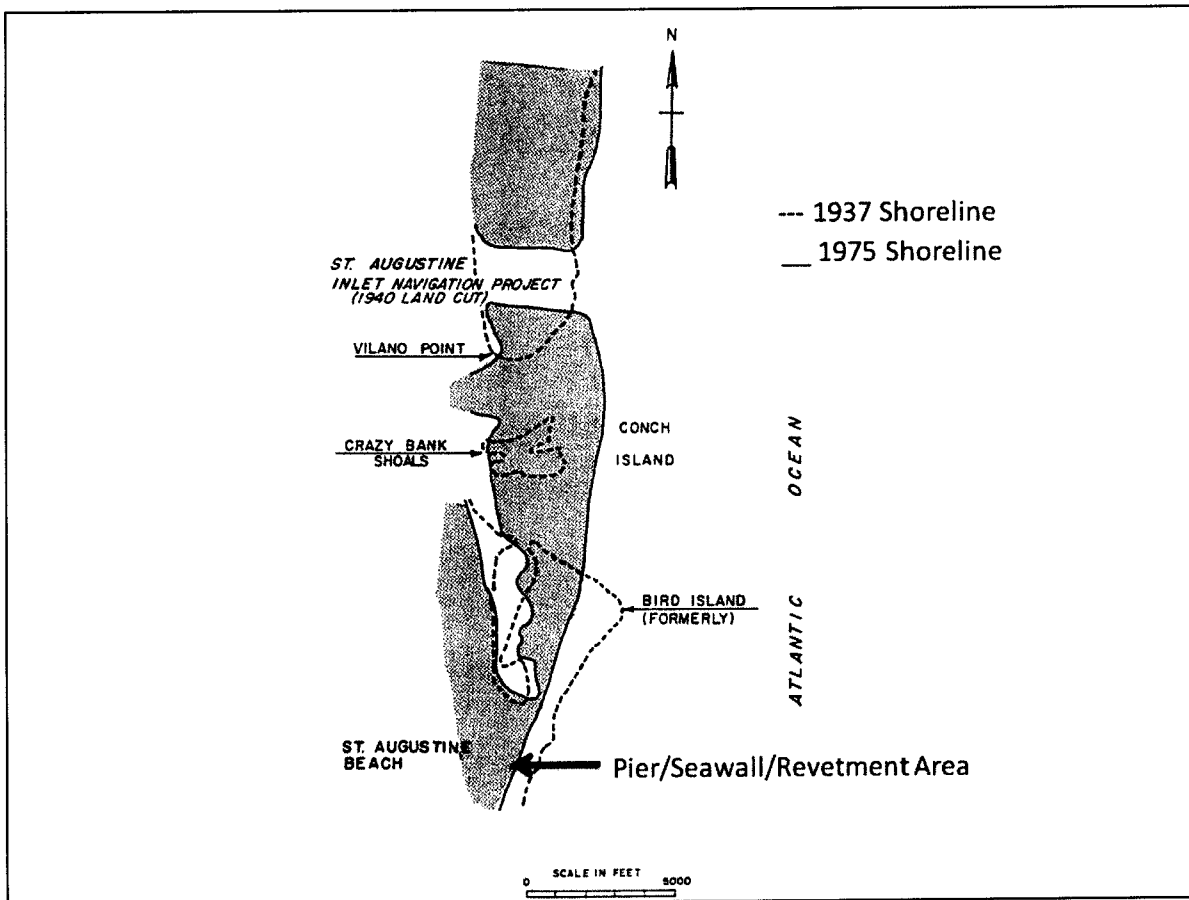


Figure 3. Historical Shoreline Reconfiguration (USACE, 1979)

During the 1940's, the severed land mass that was south of the new inlet channel merged with the intertidal shoals of the original natural inlet. This created what is now called Conch Island, which includes the ocean shoreline of the Anastasia State Park. The old inlet closed at its southern terminus leaving the lagoon now called Salt Run.

In 1957, the USACE constructed a south jetty along the north shoreline of Conch Island. Today, the authorized federal channel is 200 feet wide to a depth of -16 feet Mean Low Water (MLW). The inlet's throat, or narrowest section of the inlet, is roughly 1,000 feet wide (Photo 1). With continued southward transport of sand into the inlet through the north jetty causing growth of Porpoise Point, a portion of the inlet channel is being pushed southward against the south jetty.

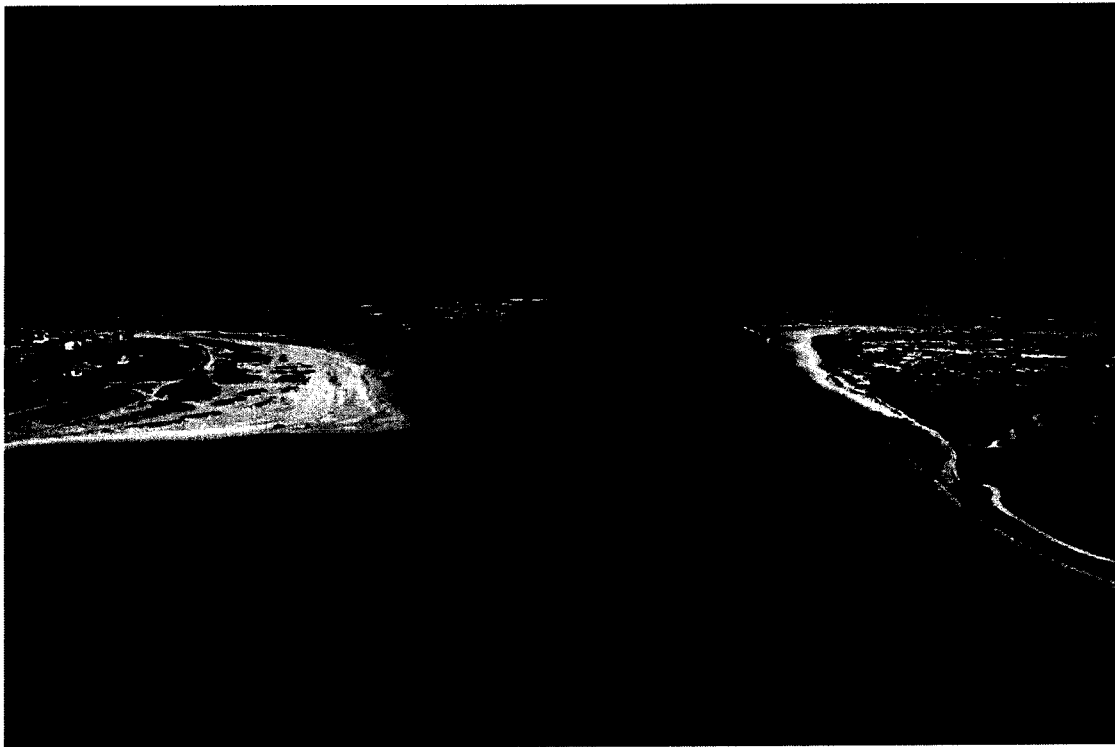


Photo 1. Looking East across St. Augustine Inlet with Porpoise Point to the left (2006)

Between 1940 and 1986, 1,373,000 cubic yards of sand was dredged to maintain the federal navigation channel at the inlet with offshore disposal of the dredged material. In 1996, 170,000 cubic yards of maintenance dredging material was placed on the beaches to the south adjacent to the city of St. Augustine Beach.

There are currently two designated critically eroded beach segments north of St. Augustine Inlet located between R84 and R94 (South Ponte Vedra Beach) and between R109 and R117 (Vilano Beach). There is currently one designated critically eroded beach segment to the south of the inlet between R132 and R152 (Anastasia State Park and St. Augustine Beach). In the future, areas currently not listed may become designated critically eroded or areas currently designated critical may lose that designation and become delisted.

During the 1980s, a federal beach erosion control study was conducted for St. Johns County and determined that the navigation channel and inlet relocation had a negative impact on beaches to the south (USACE, 1991). The federally authorized St. Johns County Shore Protection Project, located south of the inlet between R137 and R150, was reauthorized in 1999 to include mitigation of the effects of the navigation project. Beach restoration was initially conducted in 2003 with the placement of 4.2 million cubic yards of sand between R132 and R151 (a length of 3.8 miles). Material was obtained from the inlet's active ebb tidal shoal and channel. In 2005, following the impact of the 2004 hurricane season, an additional 2.8 million cubic yards of sand was dredged from the channel and ebb shoal, and placed between R137 and R151 (2.9 miles). Again in 2012, an additional 2.2 million cubic yards of sand was dredged from the navigation channel, the south lobe of the ebb shoal, and the inner harbor shoal borrow area adjacent Porpoise Point, and placed between R139 and R147. Roughly one fourth of the total material dredged, or 564,000 cubic yards, was obtained from the south lobe of the inlet ebb shoal.

### **Study Summaries**

A number of studies have been conducted through the years to develop an estimate of the longshore sediment transport along the littoral system in the vicinity of St. Augustine Inlet [Walton, 1973; USACE, 1979; Fields et al., 1988; USACE, 1991; Taylor Engineering, 1996; PBS&J, 2009; Walton et al., 2011; and USACE, 2012].

In the study conducted by the Beaches and Shores Resource Center for the Department, Walton et al (2011) developed a new estimate of longshore sediment transport using the Littoral Drift Rose (LDR) concept and three recent hindcast model wave information sets, plus 2009 bathymetric data, and updated current and tidal prism data. A sediment budget was developed for three cells between R100-R122 (north of inlet), R122-R124 (the inlet), and R124-R156 (south of inlet). The updated sediment budget presented the net longshore transport to the south.

Walton et al (2011) recommended discontinuing further dredging of the north lobe of the inlet's ebb shoal, because such activity would cause a reduction in natural bypassing of inlet sediment. Along with limiting dredging of the ebb shoal borrow area that is immediately south of the channel, the study recommends that an area of relic shoal further to the south be developed as a potential future borrow source (Figure 4).

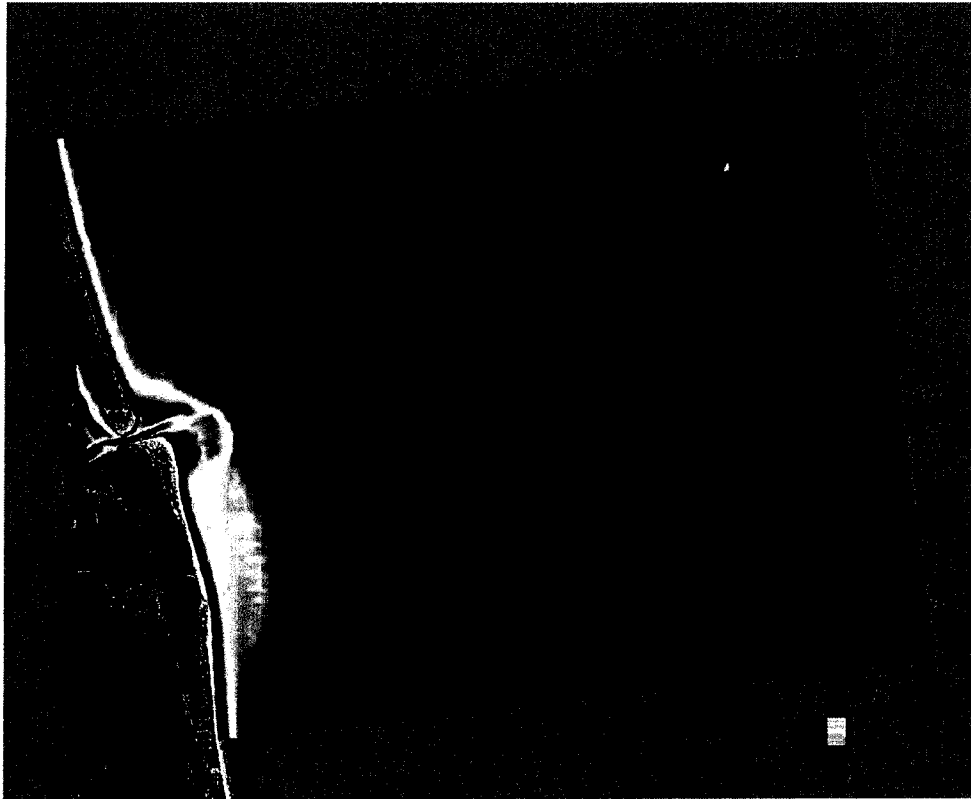


Figure 4. 2007 Offshore Bathymetry (PBS&J, 2009)

Bathymetric survey data for the ebb tidal shoal is available for 1998 and 2010. These surveys were compared to create a morphologic change map, as shown in Figure 5.

In the latest study, USACE (2012) compared beach profile data for 1999 and 2010, and analyzed volume changes using the Regional Morphology Analysis Program. The sand fill placement volumes for 2000 through 2005 were accounted for, and Figure 6 presents the volume changes with and without the beach nourishment volumes.

The USACE (2012) conducted an Inlet Sink Analysis by evaluating the historic shoreline changes and the inlet's sink effect. This analysis first assesses the inlet's littoral impact within the inlet, and identifies the shoreline lengths of inlet impact. Results of this analysis determined that north of the inlet a maximum erosion rate of -98,800 cubic yards per year occurred between the inlet and R83, whereas south of the inlet a maximum erosion rate of -179,300 cubic yards per year occurred between the inlet and R152. The total inlet sink effect was observed to be about 278,100 cubic yards per year.

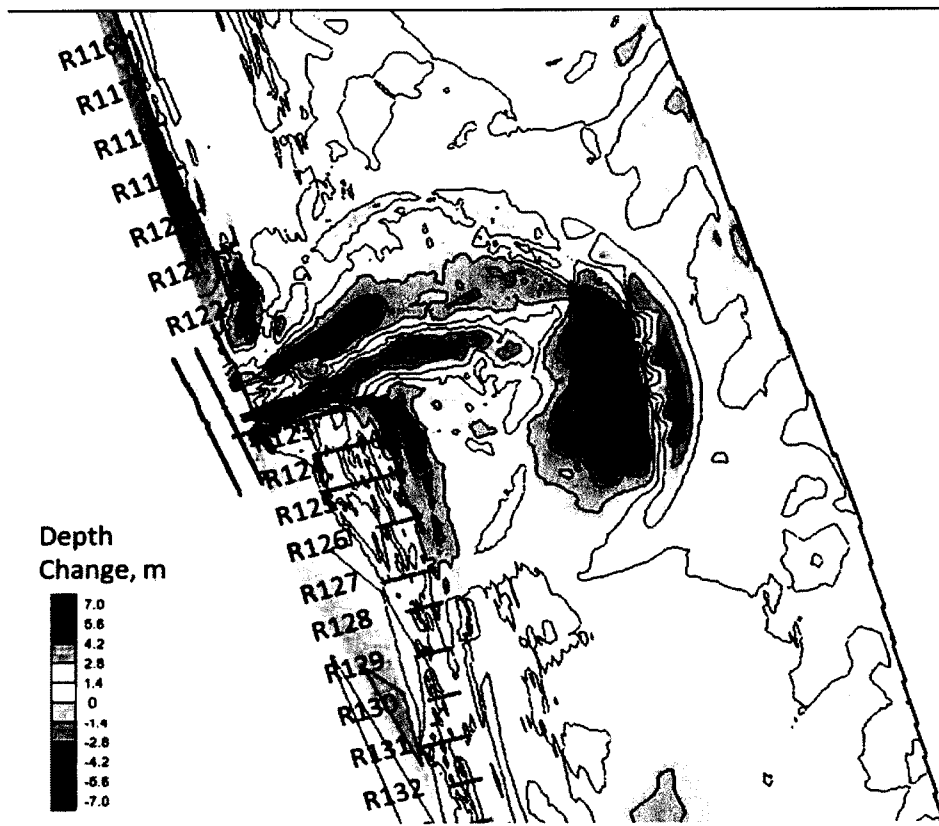


Figure 5. Ebb Shoal Bathymetric Change, 1998 – 2010 (USACE, 2012)

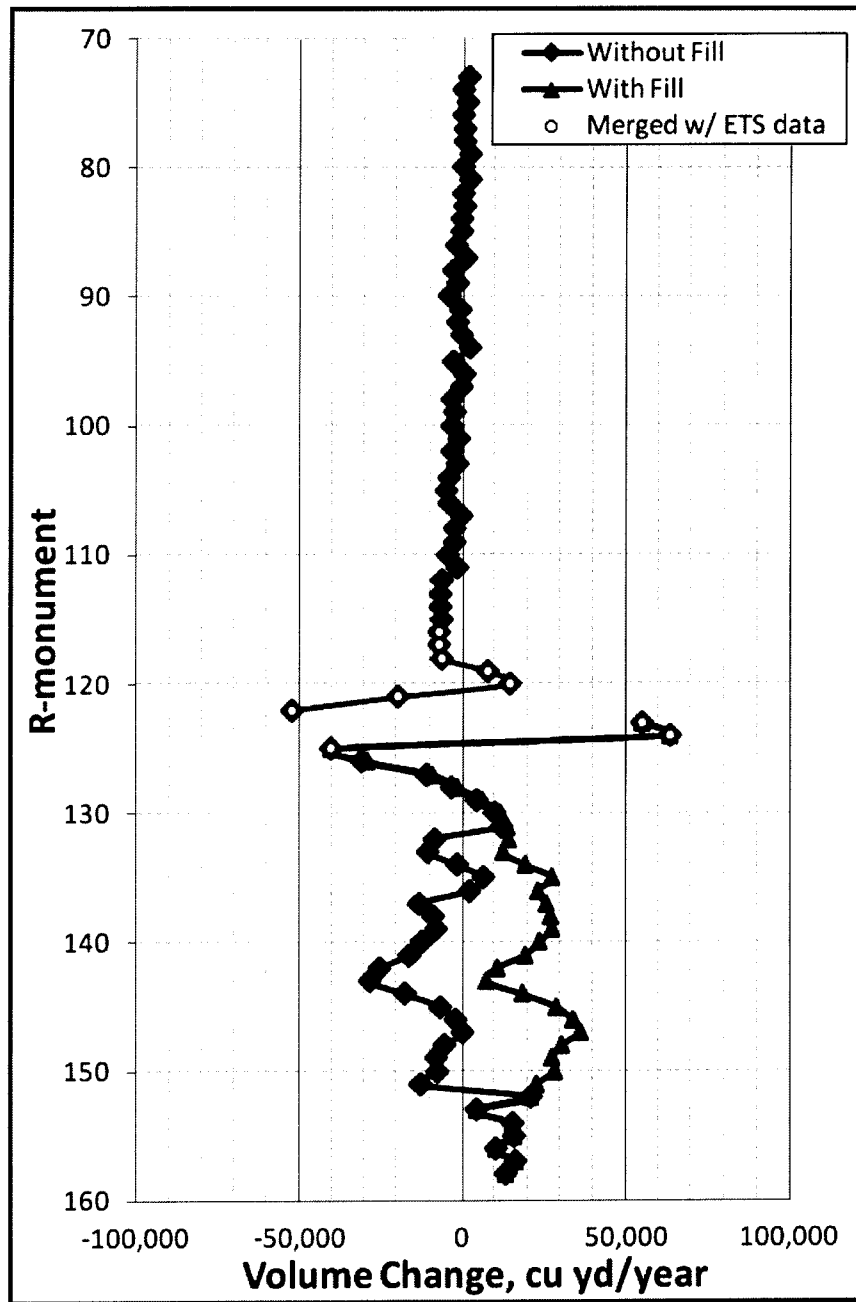


Figure 6. Beach profile volume rate of change between 1999 and 2010 with and without beach fill (USACE, 2012).

## **Recommended Inlet Management Plan**

The Department staff recommends the following implementation plan be adopted to meet the requirements of Chapter 161, Florida Statutes. Future inlet management activities shall be consistent with the following eight strategies.

- 1) Continue to transfer sediment from the inlet system to the adjacent beaches meeting an annualized bypassing objective of 278,000 cubic yards per year as determined by the Inlet Sink Analysis provided in the document, *Regional Sediment Budget for St. Augustine Inlet and St. Johns County, FL, 1998/1999-2010* (USACE, 2012). The material obtained from the inlet system shall be distributed to the adjacent Atlantic Ocean fronting beaches with a placement ratio of approximately one-third of material placement to the north and two-thirds of material placement to the south.
- 2) Inlet sand transfer material shall be placed in designated critically eroded areas to the north or south of the inlet between R84 and R152, St. Johns County, in accordance with Implementation Strategy #1.
- 3) Inlet dredge material may be obtained from the federal navigation channel, the intracoastal waterway channel, the south lobe of the ebb shoal and flood shoals adjacent to the federal channel, including the Porpoise Point borrow area, for placement in accordance with Implementation Strategies #1 and #2.
- 4) The south lobe of the ebb shoal and the federal navigation channel, including below the authorized project depth may be used as the primary sources of sand for the St. Johns County Shore Protection Project in an amount not to exceed 179,000 cubic yards per year times the number of years between beach nourishment events. However, additional material may be removed from the authorized navigation channel when necessary for required interim navigation channel maintenance dredging.
- 5) Engineering and geotechnical investigations shall be conducted of additional borrow areas to meet the inlet bypassing objective. These investigations shall identify the beach quality and quantity of material available, as well as any potential dredging impact on the inlet system or adjacent beaches.
- 6) Feasibility investigations may be conducted of the north jetty to determine the beach management benefits and impacts of possible jetty modifications, including but not limited to sand tightening, lengthening, and raising elevations. The impact evaluation shall specifically identify any physical impact to the inlet system or adjacent beaches including Anastasia State Park.
- 7) A comprehensive beach and inlet hydrographic monitoring program shall be implemented to evaluate performance and impact of existing projects and to update the inlet sediment budget. The monitoring program shall include topographic and bathymetric profile surveys at each of the Department's reference monuments between R80 and R157, and along the Porpoise Point spit. Monitoring shall also include bathymetric surveys of the inlet system, including the inlet flood shoal complex and the entire ebb shoal between not less than R116 and R132, as well as the navigation channels and the navigation easement adjacent to and including the shoreline of the Porpoise Point spit.
- 8) The inlet sand bypassing objective in Implementation Strategy #1 may be updated following a review and analysis of additional monitoring data collected over at least a five (5) year period. The updated inlet sand bypassing objective shall not become

effective less than two (2) years prior to a scheduled beach nourishment of the shore-protection project in order to allow adequate time for project planning and design.

### **Implementation Discussion**

#### *Implementation Strategy #1*

A future sediment budget is dependent upon meteorological conditions and the resulting wave climate, which cannot be predicted with any reasonable accuracy. The most practical means of determining a sand placement protocol is to utilize the most recent volumetric change data for the beaches adjacent to the inlet. The Inlet Sink Analysis provided in the document, *Regional Sediment Budget for St. Augustine Inlet and St. Johns County, FL, 1998/1999-2010* (USACE, 2012) provides this data and is the basis for the adopted sediment budget. The updated sand placement protocol is based upon this adopted sediment budget, which includes the two-thirds to the south and the one-third to the north split in inlet dredge material placement on the adjacent beaches.

#### *Implementation Strategy #2*

Priorities at the time of fill placement will be those areas designated as a critically eroded beach at the time of the inlet dredging project. Various placement methodologies, including hydraulic pipeline and truck-haul, may be conducted. Hydraulic fill placement from the navigation channels and encroaching shoals may be the most feasible means to nourish Vilano Beach during an interim maintenance dredging event. Truck haul projects from a Porpoise Point borrow area may be the most feasible method to nourish South Ponte Vedra Beach. Nothing in this plan precludes a methodology that might be more cost effective or less impactive to environmental resources.

#### *Implementation Strategy #3*

Figure 2 shows the existing federal channels and borrow areas where the impoundment of the coastal littoral sediment occurs. The justification of bypassing the sediment from any combination of the identified channels or borrow areas is to achieve the inlet management plan strategies of #1 and #2. Beach compatible material would be placed on the beach in designated critically eroded areas.

#### *Implementation Strategy #4*

In accordance with Section 161.142, Florida Statutes, the inlet bypassing activities should be designed to extend the life of the St. Johns County Shore Protection Project. Consequently, the maintenance dredging of the inlet should be conducted in conjunction with beach nourishment of the shore protection project. The intent of this strategy is to not over-dredge the inlet's ebb shoal. Walton et al (2011) specifically recommended against dredging of the north lobe of the inlet's ebb shoal. At this time, limited dredging within the designated federal borrow area on the south lobe of the ebb shoal appears to be recoverable for the time period between nourishment events while combining it with the channel maintenance projects. However, it is likewise understood that maintenance of the federal navigation channel may require exceeding the 179,000 cubic yard per year limitation, so this implementation strategy allows that additional channel dredging when necessary.

#### *Implementation Strategy #5*

Likely sources of inlet bypassing material include additional portions of Porpoise Point and inlet flood tidal shoals west of the inlet, which has the potential to assist the bypassing requirement to the north. Walton et al (2011) recommended investigating the relic ebb shoal located between the inlet's active ebb shoal and the St. Johns County Pier as a supplemental sand source for the shore protection project not intended to meet the bypassing requirement to the south. The dredged material from the federal navigation project and approved ebb shoal borrow area shall be the primary source of fill material for the shore protection project.

#### *Implementation Strategy #6*

Walton et al (2011) likewise recommended investigating the north jetty (terminal groin), specifically to sand tighten and raise it two feet. The purpose of these structural modifications would be to increase stability of beaches north of the inlet. Vilano Beach would likely be the only beneficiary of these changes, which would probably not extend as far north as South Ponte Vedra Beach. Such structural modifications, including any lengthening, would have to be carefully evaluated so as not to have any adverse impacts such as disrupting natural bypassing at the inlet. Impacts to the beaches both north and south of the inlet would have to be evaluated.

#### *Implementation Strategy #7*

A comprehensive beach and inlet hydrographic monitoring program is the most important element to managing the future sediment budget at St. Augustine Inlet. Topographic and bathymetric surveys provide the most reliable data to estimate the volumetric impact of the inlet and to establish a placement protocol that complies with the statutory mandate of Section 161.142, Florida Statutes. At present, surveys conducted for the shore protection project will provide monitoring data for inlet management.

#### *Implementation Strategy #8*

It is understood that the sediment budget will vary somewhat over time and that the total volume and/or the proportion of fill placement may need to be modified from that adopted in Implementation Strategy #1. It is not appropriate to modify the fill placement protocol as a result of the impact of major storms or short term influences. A minimum period of five years of data, obtained in Implementation Strategy #7, is selected as necessary to represent the latest trend in inlet sediment processes.

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