

DEP Contract No. 94NA1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF ENVIRONMENTAL RESOURCE PERMITTING
 FLORIDA BEACH EROSION CONTROL ASSISTANCE PROGRAM

Grant Agreement

THIS AGREEMENT is entered into this 19TH day of DECEMBER, 1994, between the Florida Department of Environmental Protection, Division of Environmental Resource Permitting (hereinafter referred to as the "DEPARTMENT") and Nassau Soil and Water Conservation District (hereinafter referred to as the "LOCAL SPONSOR") for the PROJECT described herein.

WHEREAS, the DEPARTMENT, pursuant to Chapter 161, Florida Statutes, provides financial assistance to eligible local governments for beach erosion control activities under the Florida Beach Erosion Control Assistance Program; and

WHEREAS, the LOCAL SPONSOR has the capabilities of performing the tasks associated with the beach erosion control project as described herein.

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

1. The LOCAL SPONSOR agrees to perform the analysis and study known as the St. Marys River Entrance Inlet Management Plan, (hereinafter referred to as the PROJECT), as defined herein, and to complete said PROJECT upon the terms and conditions set forth in this Agreement and in accordance with the Scope of Work, which is attached hereto as Exhibit "A".

2. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are as follows:

ITEM	STATE	ESTIMATED COST	
		LOCAL	TOTAL
St. Marys River Entrance Inlet Management Plan	\$172,500	\$57,500	\$230,000

The DEPARTMENT and the LOCAL SPONSOR further agree that any and all activities associated with the PROJECT that are not shown in the above eligible item listing or in the Scope of Work are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The DEPARTMENT's financial obligation shall not exceed the sum of \$172,500 for this PROJECT or 75% of the actual eligible PROJECT cost, whichever is less.

Post-It® Fax Note	7671	Date	10/9	# of pages	5
To	Bel Moore	From	Donna Lyde		
Co./Dept.		Co.	DEP		

3. In connection with this Agreement, it is acknowledged that at all times the LOCAL SPONSOR is not acting as an employee of the State of Florida and neither the LOCAL SPONSOR nor its employees are entitled to accrue any benefits or any other rights or privileges connected with employment in the Florida Career Service.

4. As consideration for the work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. The LOCAL SPONSOR will submit a request for reimbursement of funds on such forms as attached hereto in Exhibit "B", not more frequently than monthly. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Administrator and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. In addition, the LOCAL SPONSOR shall submit an executed project completion certification for the completed PROJECT which is attached hereto in Exhibit "B". The DEPARTMENT's Contract Manager has 30 days after receipt of the report and billing to determine that the work has been accomplished in accordance with the terms and conditions of this agreement prior to approving the billing for payment. Upon approval of the payment request the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement and the PROJECT Scope of Work. All reimbursement requests shall be submitted in sufficient detail for a proper pre-audit and post-audit review. All requests for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

5. The LOCAL SPONSOR shall submit to the DEPARTMENT quarterly progress reports during the period the project is underway which detail what work has been accomplished. Progress reports shall be submitted no later than January 15, April 15, July 15, and October 15, of each year in which the project is underway.

6. This Agreement shall begin on the date of execution by both parties and end on April 30, 1996. Work conducted on this project by the LOCAL SPONSOR or it's subcontractor beginning on or after November 1, 1993, shall be eligible for cost sharing by the DEPARTMENT.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The DEPARTMENT shall diligently seek the necessary Legislative appropriations(s) needed to fully cost share in this Agreement.

8. The LOCAL SPONSOR will not discriminate against anyone with regard to race, creed, color, sex, national origin, age, disability, or location of user's residence during or after construction of the PROJECT. The LOCAL SPONSOR will comply with all federal, state, and local laws, ordinances, rules, and regulations regarding discrimination.

9. The LOCAL SPONSOR hereby insures that it has in force and shall maintain in force throughout the PROJECT period insurance coverage, which most nearly reflects the operation of the LOCAL SPONSOR, which is necessary for the PROJECT, and which is appropriate and allowable pursuant to Florida Statutes.

10. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

11. The LOCAL SPONSOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the LOCAL SPONSOR to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the LOCAL SPONSOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

12. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to the recovery of its costs and a reasonable attorney's fee.

13. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

14. This Agreement is neither intended, nor shall it be construed, to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

15. This Agreement may be canceled by either party, with or without reason, by giving 30 days written notice to the other party. Said notice shall be sufficient if delivered personally or by certified mail to the address contained herein. In case of cancellation, only amounts accrued to the date of cancellation shall be due and payable.

16. The LOCAL SPONSOR will permit the DEPARTMENT's staff to examine all PROJECT records and grant them rights to audit any PROJECT books, documents, and papers during the PROJECT and following completion of the PROJECT. The LOCAL SPONSOR shall maintain the records, books, document, and papers for at least three (3) years following completion of the PROJECT.

17. This Agreement may be canceled by the DEPARTMENT without prior notice for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received by the LOCAL SPONSOR in conjunction with this Agreement.

18. Philip Flood, Environmental Specialist, or his successor is hereby designated the DEPARTMENT's Contract Manager for the purpose of this Agreement and shall be responsible for enforcing performance of the Agreement terms and conditions and shall serve as a liaison with the LOCAL SPONSOR.

19. The LOCAL SPONSOR will appoint a Liaison Officer to be responsible for the implementation of the provisions of this Agreement.

20. Any and all notices shall be delivered to the parties at the following address:

DEPARTMENT
Department of Environmental
Protection
Division of Environmental
Resource Permitting
3900 Commonwealth Blvd., MS 315
Tallahassee, FL 32399-3000

LOCAL SPONSOR
Nassau Soil and Water
Conservation District
Route 1, Box 1077
Bryceville, Florida 32009

21. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

22. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, Florida Statutes, which is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth.

23. For this PROJECT, contractual services, as specified in Exhibit "B", are eligible for reimbursement.

24. The provisions of Chapter 16B-36, Florida Administrative Code, entitled Beach Erosion Control Assistance Program, and Chapter 16A-11, Florida Administrative Code, entitled Grant and Contract Accountability Policy, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

25. Any inequities that may subsequently appear in this Agreement shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

26. This Agreement shall be executed in duplicate, each copy of which shall for all purposes be considered an original.

27. This Agreement represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and signed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year first above written.

LOCAL SPONSOR

DEPARTMENT

By: Thomas D. Faul
Chairman

By: James H. Cypert
Secretary or designee

Arthur J. [Signature]
Witness

[Signature]
Contract Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

JACOBS & PETERS

ATTORNEYS AT LAW

401 CENTRE STREET
THE HISTORIC POST OFFICE BUILDING
SECOND FLOOR

POST OFFICE BOX 1110

FERNANDINA BEACH, FLORIDA 32035-1110

TELEPHONE (904) 261-3693

JACKSONVILLE DIRECT
1904) 355-6070

FAX NO. 1904) 261-7879

ARTHUR I. JACOBS, P.A.
ROBERT L. PETERS, C.P.A.

JOHN M. JONES
OF COUNSEL

December 6, 1994

12-8-94

Mary-

This is copy of info
that was provided regarding
the inlet study. The
State has not signed off
on this so we cannot
release any of the
funds (\$7,500) to Soil +
Water. Thanks,
Janie

Mr. Thomas R. Ford
Nassau County Soil and
Water Conservation District
Post Office Box 753
Callahan, Florida 32011

Re: St. Marys Entrance Inlet

Dear Tom:

Enclosed herewith please find copies of the Agreement between the Nassau County Soil and Water Conservation District and South Amelia Island Shore Stabilization, Municipal Services Benefit Unit, Department of Environmental Protection Grant Agreement and St. Marys Inlet Management Plan Contract for your files.

Should you have any questions, please do not hesitate to contact me.

Yours sincerely,

Arthur I. Jacobs
Arthur I. Jacobs

AIJ/bs

Enclosure

cc: T. J. Greeson, Clerk
William Moore

JACOBS & PETERS

ATTORNEYS AT LAW

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TELEPHONE (904) 261-3693

JACKSONVILLE DIRECT
(904) 355-6070

FAX NO. (904) 261-7879

December 6, 1994

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Nassau County Soil and
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Post Office Box 753
Callahan, Florida 32011

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Should you have any questions, please do not hesitate to contact me.

Yours sincerely,


Arthur I. Jacobs

AIJ/bs

Enclosure

cc: T. J. Greeson, Clerk
William Moore

AGREEMENT

THIS AGREEMENT entered into this 22nd day of Nov, 1994, by and between the NASSAU COUNTY SOIL AND WATER CONSERVATION DISTRICT OF THE STATE OF FLORIDA (hereinafter referred to as "DISTRICT") and SOUTH AMELIA ISLAND SHORE STABILIZATION, MUNICIPAL SERVICES BENEFIT UNIT, NASSAU COUNTY (hereinafter referred to as "SOUTH AMELIA") for the project described herein.

WHEREAS, in consideration of the mutual benefits to be derived herefrom from the successful renegotiation of the Memorandum of Understanding dated December, 1986 by and between the State of Florida and the United States Department of the Navy, and

WHEREAS, the District and South Amelia desire to cause a management plan for the St. Marys entrance be instituted for the purpose of the successful renegotiation of the Memorandum of Understanding between the United States Department of the Navy and the State of Florida, and

WHEREAS, the District is the recipient of 75% of the moneys necessary to implement such a plan, and

NOW THEREFORE the parties hereto agree as follows:

1. The District agrees to employ Olsen Associates, Inc., a Florida corporation, as the contractor for the necessary engineering services for the St. Marys Inlet Management Plan.

2. The District agrees to supply 75% of the funds upon its receipt from the State of Florida Department of Environmental Protection of an amount money not to exceed 75% of \$230,000.00

3. South Amelia agrees to furnish the local interest share of 25% of that amount of money or an amount of money not to exceed \$57,500.00.

4. South Amelia agreed to supply this money in advance of the receipt of those funds from the State of Florida, however, not until an agreement between the District and the State of Florida has been consummated for those funds and further not until the District has entered into a contract for coastal engineering services for the St. Marys Inlet Management Plan with Olsen Associates, Inc., as the contractor to implement that plan.

5. The engineering services as described in this agreement are more particularly described in "Exhibit "A" attached hereto. It is the understanding of both parties that these are the services to be rendered by the District through its contractor as described therein.

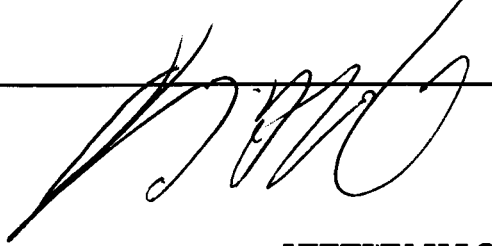
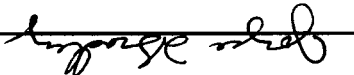
6. This agreement represents the entire agreement of the parties. Any alteration, variation, changes, modification, or waiver of provisions of this agreement shall only be valid when they have been reduced to writing and signed by each of the parties hereto and attached to the original of this agreement.

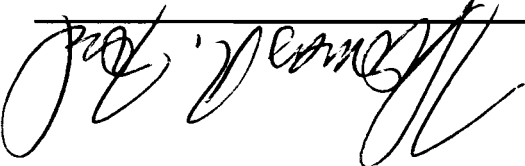
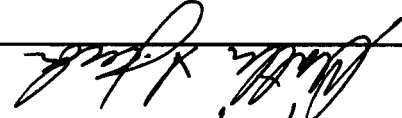
7. This agreement shall be executed in duplicate and each copy shall for all purposes be considered an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly and effective as of the date last executed.

SOUTH AMELIA

DISTRICT

By: 
Date: November 14, 1994
Witness: 

By: 
Date: 11/22/94
Witness: 

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF ENVIRONMENTAL RESOURCE PERMITTING
FLORIDA BEACH EROSION CONTROL ASSISTANCE PROGRAM

Grant Agreement

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2. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are as follows:

<u>ITEM</u>	<u>STATE</u>	<u>ESTIMATED COST</u>		<u>TOTAL</u>
		<u>LOCAL</u>		
St. Marys River Entrance Inlet Management Plan	\$172,500	\$57,500		\$230,000

The DEPARTMENT and the LOCAL SPONSOR further agree that any and all activities associated with the PROJECT that are not shown in the above eligible item listing or in the Scope of Work are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The DEPARTMENT's financial obligation shall not exceed the sum of \$172,500 for this PROJECT or 75% of the actual eligible PROJECT cost, whichever is less.

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11. The LOCAL SPONSOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the LOCAL SPONSOR to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the LOCAL SPONSOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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19. The LOCAL SPONSOR will appoint a Liaison Officer to be responsible for the implementation of the provisions of this Agreement.

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Division of Environmental
Resource Permitting
3900 Commonwealth Blvd., MS 315
Tallahassee, FL 32399-3000

LOCAL SPONSOR
Nassau Soil and Water
Conservation District
Route 1, Box 1077
Bryceville, Florida 32009

21. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

22. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, Florida Statutes, which is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth.

23. For this PROJECT, contractual services, as specified in Exhibit "B", are eligible for reimbursement.

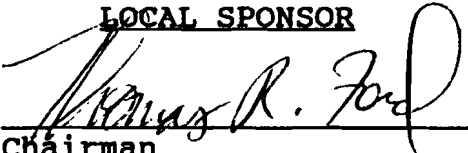
24. The provisions of Chapter 16B-36, Florida Administrative Code, entitled Beach Erosion Control Assistance Program, and Chapter 16A-11, Florida Administrative Code, entitled Grant and Contract Accountability Policy, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

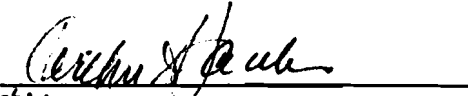
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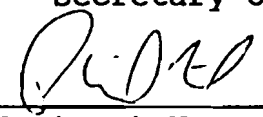
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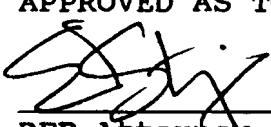
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IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year first above written.

LOCAL SPONSOR
By: 
Chairman


Witness

DEPARTMENT
By: _____
Secretary or designee

Contract Manager

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

3. In connection with this Agreement, it is acknowledged that at all times the LOCAL SPONSOR is not acting as an employee of the State of Florida and neither the LOCAL SPONSOR nor its employees are entitled to accrue any benefits or any other rights or privileges connected with employment in the Florida Career Service.

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6. This Agreement shall begin on the date of execution by both parties and end on April 30, 1996. Work conducted on this project by the LOCAL SPONSOR or its subcontractor beginning on or after November 1, 1993, shall be eligible for cost sharing by the DEPARTMENT.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The DEPARTMENT shall diligently seek the necessary Legislative appropriations(s) needed to fully cost share in this Agreement.

EXHIBIT A

SCOPE OF WORK

The St. Marys River Entrance Inlet Management Plan study will be developed in accordance with the guidelines set forth in this Scope of Work. During the period the project is underway, the Florida Department of Environmental Protection shall conduct quarterly meetings with representatives of the Nassau Soil and Water Conservation District to discuss the status of the study and discuss any modifications that may be required to the Scope of Work.

Specific tasks to be conducted include the following:

I. Literature Search and Data Acquisition

A literature search shall be conducted of all available technical materials which pertain to the physical, environmental, and social aspects associated with St. Marys River Entrance and its adjacent shorelines. In addition, documents pertaining to the regulation and governmental policy concerning construction and maintenance of the St. Marys River Entrance navigation project will be obtained. These materials include, but are not limited to:

- reprints, articles, and conference proceedings
- reports
- aerial and other photography
- environmental and geological mapping
- maps and charts
- geotechnical data
- beach survey data
- bathymetric data
- hydraulic data
- dredging records
- permitting records
- park records

Relevant data obtained through this search will be used in the analyses necessary for formulation of the Inlet Management Plan and/or summarized in the final report. Particular attention will be directed toward the acquisition of historical permits associated with the St. Marys River Entrance navigation projects in order to definitively determine the projects' permittees and, therefore, the delineation between improvements made for defense versus commercial interests.

II. Field Evaluation

- A. Survey Tasks - Due to the extensive size of St. Marys River Entrance, updated survey data will not be acquired. Instead, reliance will be placed primarily upon existing U.S. Army Corps of Engineers (COE) survey data and historical data. Bathymetric cross-sections of the Entrance in the vicinity of Fort Clinch may be acquired for use in hydraulic analysis and analysis of

the threatening southern migration of the channel in the vicinity of the Fort.

- B. Controlled Black and White Aerial Photography - Obtain photos for the shorelines adjacent to the Entrance. Products are to include 9x9 prints and 24x36 inch (nominal) photos mylars as required with engineering scale and State-plane control.
- C. Geotechnical Tasks
 - 1. Conduct diver observations and collect grab samples of the seabed in the Entrance channel. Analyze sediments to verify/contradict the COE's existing classifications of the seabed bottom. Dredging disposal locations (i.e. beach, nearshore, or offshore) are based upon these classifications.
 - 2. Collect and analyze grab samples of existing beaches of Amelia Island to determine compatibility with potential sand sources.
 - 3. Collect and analyze grab samples of the seabed within the Federally authorized "nearshore" disposal site seaward of Amelia Island.
- D. Site Reconnaissance
 - 1. Walk and/or dive along beaches north, south, and within the Entrance's interior to inspect condition of beach, previous works, threatened infrastructure, environmental resources, nearshore processes, sediment quality, recreational activity, etc.
 - 2. Boat and/or dive along the Entrance's navigation channel and jetties to informally inspect bathymetric and seabed conditions.
 - 3. Tour available port facilities, recreational facilities, parks, and historical sites (i.e. Fort Clinch) to improve understanding of the social impact of the Entrance.

III. Environmental Analysis

This section's primary motivation is to identify and compile existing environmental resources. In addition, the effects of existing and planned coastal/navigation works upon the environment will be analyzed. Particular attention will be given to analysis of threatened species occurring in the region (i.e. right whales, manatees, and marine turtles, etc.). No quantitative new work is anticipated. Reliance will be upon the following preliminary list of existing data sources.

Environmental Impact Statements and Environmental Assessments associated with the Entrance's Federal navigation project's (including offshore and nearshore disposal sites).

B. Environmental studies associated with the Kings Bay Environmental Monitoring Series. This series of biological and geological reports is a result of a five year effort (1986-1991) conducted by the National Park Service to determine the potential biophysical effects of Navy dredging upon the St. Marys River Entrance region.

C. Environmental studies associated with the construction of Federal and local port facilities and private industrial facilities.

D. Environmental studies associated with the Fort Clinch State Aquatic Preserve.

E. Environmental studies associated with the Cumberland Island National Seashore. Numerous studies have been formulated for this park in efforts to have it initially designated as a National Seashore and subsequent efforts to define its comprehensive management plan. In addition, purely scientific studies of the island also exist.

F. Other resources (i.e. State water quality reports, turtle nesting data, manatee population counts, location of any existing hard-bottom, etc.).

A. Technical Review of Existing Coastal Engineering Studies - The case of the St. Marys River Entrance is unique, as it has been the site of numerous coastal engineering studies which duplicate the typical coastal engineering portions of the analyses found in an Inlet Management Plan. In particular, a study of the coastal and hydraulic processes associated with the Entrance and its adjacent shorelines has recently been performed by the Coastal Engineering Research Center (CERC). This report contains historical shoreline and bathymetric change analysis, hydraulic analysis, refraction modeling, analysis of dredging records and prediction of shoaling rates, morphological change analysis, numerical shoreline response modeling (GENESIS), and other studies. It is important to note, however, that the CERC study was extremely narrow in scope, due to the interests of the study sponsor; the U.S. Navy. For example, the CERC study did not evaluate the historical effects of stabilizing the inlet per se, but rather, evaluated the effects potentially ascribed to the U.S. Navy channel deepening constructed in the late 1980's. Hence, as detailed as the study was, it did not comprehensively evaluate

IV.

Coastal Engineering Analysis

A. Technical Review of Existing Coastal Engineering

either stabilization effects or channel improvements potentially attributable to the U.S. Navy or other Federal interests prior to 1980.

The Inlet Management Plan will not duplicate studies found in the CERC report and other recent Federal reports. Rather, the principal investigators will verify the existing data, supplement it where necessary, and subsequently confirm the reports' conclusions or refute findings with their own conclusions based upon analyses of the field data.

- B. Classification of Seabed Material in the St. Marys River Entrance - The classification of the seabed material in the Entrance channel is important because such classification is used to determine the disposal location of material dredged from the channel. In addition, analyses conducted to determine the extent of the Entrance's effect on littoral processes are reliant upon these classifications. Preliminary analysis indicates that the existing classifications may be in error, and that substantial quantities of beach compatible material are disposed of at sea, rather than within the active littoral system.
- C. Coastal Engineering Analysis of Erosion Problems at Fort Clinch State Park - Fort Clinch itself is a significant cultural resource threatened by severe erosion caused by a southerly migration of the Entrance channel. An analysis will be conducted to identify the forcing mechanism for the erosion. Such analysis will involve shoreline change, bathymetric change, and hydraulic studies. The possibility that the erosion is a direct result of navigation improvements, structures, etc. will be investigated. A plan for remediation of the erosion will be offered. This work will be coordinated with the restoration Master Plan to be formulated by the official Citizen Support Organization for Fort Clinch State Park.
- D. Analysis of Federal Channel Improvements Associated with the Port of Fernandina - These improvements, scheduled for implementation in the near future, will be reviewed in terms of their soundness and potential negative impacts to State of Florida properties, adjacent shorelines, etc. The role of the Port in future civil works dredging operations will be evaluated.
- E. Social Impacts of the St. Marys River Entrance - Summarize the area's attributes as they relate to the Entrance and its attendant facilities with respect to the following:
 - 1. Development History
 - 2. Economics
 - 3. Socio/Recreational Aspects

All survey work to be performed shall meet the minimum technical standards for surveys in accordance with Chapter 61G-17, Florida Administrative Code. All monumentation set or points of origin established shall be based upon those control markers designated on the most recently recorded legal description of the CCL, except that any first or second order Federal or State horizontal control marker may be used to establish or confirm position and direction and any first, second or third order Federal or State vertical control markers shall be used to establish or confirm elevation. G.P.S., Traverse, and Level Loop information shall be adjusted by Compass, Crandell, or Least Squares Method.

- V. Project Deliverables
 - A. Final Report - Upon completion of the study, the District will forward to the Department twelve (12) copies of the final report.
 - B. Additional Data - Upon completion of the study, four (4) sets of any aerial photography, survey data, etc., developed as a direct result of these works will be provided to the Department.

- I. Formulate Inlet/Sand Management Alternatives - The development of this section will include the following:
 1. Identify goals.
 2. Develop alternative sand management concepts.
 3. Perform analysis sufficient to indicate the benefits, impacts economics, etc. of each alternative in order to justify recommendations.
 4. Recommend preferred alternatives and present appropriate schematic level design, procedures, or recommended actions where appropriate.

- H. Determine Historical and Existing Impact of the St. Marys River Entrance Navigation Projects Upon Adjacent Shorelines - This determination will be based upon historical shoreline analysis, bathymetric change, and management of the Entrance will rely upon the determined impact.

- G. Develop Area-wide Sediment Budget - Irrespective of prior studies, a comprehensive sediment budget does not exist for the St. Marys Entrance region. A sediment budget will be developed using a multi-component (gross) transport sediment path model, reliant upon historical volumetric accretion/erosion rates, maintenance dredging rates, refraction results, etc.
- F. Supplement Existing Coastal Engineering Studies - As mentioned previously, analysis of historical shoreline refraction modeling, and hydraulics already exist for the St. Marys Entrance region. The current investigation will supplement these studies where the analyses are insufficient.

Detailed field notes and computation records shall be kept of the survey and copies shall be made available to the Department upon request. Abstracts of all monumentation or points of origin shall be submitted in digital form and contain at a minimum all field requirements for the Department's Monument Information Tracking System. All profile data shall be submitted in digital form and conform to the standard formats acceptable to the Department.

PAYMENT REQUEST FORMS

EXHIBIT B

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF ENVIRONMENTAL RESOURCE PERMITTING
 FLORIDA BEACH EROSION CONTROL ASSISTANCE PROGRAM

REQUEST FOR PAYMENT

Name of Project: _____

Grantee: _____

Billing Number: _____ Billing Period: _____ DEP Contract Number: _____

Costs Incurred This Payment Request

	<u>Total Cost</u>	<u>Local Share</u>	<u>State Share</u>	<u>Federal Share</u>
Labor	_____	_____	_____	_____
Materials	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

Cost Summary

State Funds Obligated	_____	Local Funds Obligated	_____
Less Previous Payment	_____	Less Previous Credits	_____
Less This Payment	_____	Less This Credit	_____
Less Retainage (10%)	_____		
Less Previous Retained	_____		
State Funds Remaining	_____	Local Funds Remaining	_____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the grantee; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Division of Environmental Resource Permitting's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

DNR Form 73-101 (rev. 9-94)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF ENVIRONMENTAL RESOURCE PERMITTING
FLORIDA BEACH EROSION CONTROL ASSISTANCE PROGRAM

CONTRACTUAL SERVICES

Name of Project: _____

Grantee: _____

Billing Number: _____ Billing Period: _____ DEP Contract Number: _____

Summary of Invoices

<u>Date of Invoice</u>	<u>Invoice Number</u>	<u>Amount of Invoice</u>	<u>Name of Vendor</u>	<u>Check Number</u>	<u>Amount Paid Vendor</u>
_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

TOTAL \$ _____

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

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF ENVIRONMENTAL RESOURCE PERMITTING
FLORIDA BEACH EROSION CONTROL ASSISTANCE PROGRAM

PROJECT COMPLETION CERTIFICATION

Name of Project: _____

Grantee: _____ DEP Contract Number: _____

I hereby certify that the above mentioned project has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department of Environmental Protection and grantee, and all funds expended for the project were expended pursuant to the Project Agreement.

Name of Project Administrator

Signature of Project Administrator

Date

DNR Form 72-106 (rev. 9-94)

**CONTRACT
COASTAL ENGINEERING SERVICES
ST. MARYS INLET MANAGEMENT PLAN**

This Contract, entered into this 22~~nd~~ day of Nov, 1994, by and between the Nassau Soil and Water Conservation District of the State of Florida, acting by and through its Board of Supervisors (hereinafter called the "District" and Olsen Associates, Inc., a Florida corporation (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS the District desires to conduct an Inlet Management Plan for St. Marys Entrance in accordance with a Resolution 91/2 dated 29 May, 1991; and

WHEREAS, the District desires to engage the selected Contractor to perform certain professional services hereinafter described; and

WHEREAS, the Contractor is willing and able to perform such services for the District on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. Employment of Contractor. The District hereby agrees to retain the services of the Contractor and Contractor agrees to perform the services hereinafter set forth as an independent Contractor with the District. The Contractor is not authorized to act as the District's agent hereunder and shall have no authority, express or implied, to act for or bind the District hereunder, either in the Contractor's relations with subcontractors, or in any other manner whatsoever.

2. Scope of Services. The Contractor shall do, perform and carry out, using the services of qualified personnel and subcontractors, coastal engineering studies necessary to perform an Inlet Management Plan for St. Marys Entrance which specifically addresses the impacts of the Federal Navigation Project on the downdrift shoreline of Amelia Island, Florida. The scope of services to be provided are set forth in the Contractor's Proposal, attached hereto as Exhibit A and incorporated herein by reference.

The objectives of the work which the Contractor shall perform include:

TASK - INLET MANAGEMENT PLAN. An Inlet Management Plan for St. Marys Entrance which addresses historical inlet impacts at that location and which is in conformance with the requirements for such effort as determined by the DEP-DBS.

All work will be performed in a manner consistent with DEP-Division of Beaches and Shores methodology and policy in effect at the time of the study. Where necessary, studies will be coordinated with appropriate local, state, and federal agencies relative to existing studies, required permits, or other constraints to conducting such studies.

3. Time of Performance.

A.) Performance of this Agreement shall commence upon issuance of a notice to proceed and end upon termination of the Agreement.

B.) The Contractor shall submit to the District a quarterly written status report describing accomplishments to date, costs incurred, potential problems, and solutions to such problems.

4. Personnel.

A.) The Contractor shall not hire employees of the District on a part time basis in the performance of any work hereunder.

B.) All services required herein will be performed by persons who are fully qualified and authorized under Florida law to perform such work, including at least one professional coastal engineer licensed in the State of Florida.

C.) The Contractor agrees to provide a high standard of professional service in accordance with industry standards and the general specifications set forth in Exhibit A.

5. Compensation. In consideration of the services and reports described in this Agreement, the District shall pay to the Contractor an amount not to exceed \$230,000. All funding for the project is contingent upon the receipt of funding from both the State of Florida, Department of Environmental Protection (75%) and local interests (25%).

The District shall render payment monthly, based upon receipt of an itemized invoice for the previous month itemizing the costs incurred by the Contractor in the performance of this Agreement. Retainage amounts and terms will be in accordance with the requirements of the Contract between the District and the Florida DEP.

Final payment constitutes a release from all claims and demands by the Contractor. The Contractor is required to keep financial records of expenditures adequate to satisfy State of Florida and District requirements. Any person authorized by the State of Florida or the District shall have full access to and right to inspect such records. The District shall not be bound under this Agreement to pay any costs not agreed to herein.

6. District's Responsibilities. In order to assist the Contractor in carrying out the scope of services described in this Agreement, the District shall:

A.) Provide all criteria and full information as to the District's requirements for the scope of work, including objectives and constraints, performance requirements, and any budgetary limitations.

B.) Assist the Contractor by providing access to available information pertinent to the scope-of-work.

C.) Assist in obtaining permission to access public and private property required for the Contractor's services.

D.) Give prompt written notice to the Contractor whenever the District becomes aware of any developments affecting the scope or timing of the Contractor's services.

7. Duration of Agreement.

A.) The term of Agreement shall commence upon execution of this Agreement and end twenty-four (24) months from that date, unless extended by the mutual consent of both parties.

B.) Any changes in the scope of work, or extensions to the Agreement, subject to written amendment by both parties.

C.) This Agreement may be terminated for cause upon seven (7) day's written notice to the other party. Cause for termination shall include lack of payment, unsatisfactory work, failure to provide required insurance, or failure to comply with any other term or condition of this Agreement.

D.) The Agreement may be terminated by either party without cause upon thirty (30) day's written notice to the other party.

E.) Notice to either shall be provided by certified mail or hand delivery to the other party and addressed as follows:

District
Attn: Tom Ford, Chairman
Nassau Soil & Water Conservation Dist.
Post Office Box 753
Callahan, FL 32011

Contractor
Attn: Erik J. Olsen
Olsen Associates, Inc.
4438 Herschel Street
Jacksonville, FL 32210

F.) Upon termination, payment shall be made for costs and services incurred to the date of termination.

8. Insurance and Indemnification.

A.) The Contractor shall maintain during the full term of this Agreement such insurance as will protect the Contractor and the District from any and all claims arising directly or indirectly as relates to performance pursuant to this Agreement, whether such claims arise out of actions performed by the Contractor, its employees, agents or sub-contractors under this Agreement. Prior to commencing operations under this Agreement, the Contractor and any subcontractors shall furnish to the District current certificates of insurance evidencing the following:

1. Workers' Compensation for statutory limits including employer's liability for \$100,000 per occurrence.

2. Comprehensive General Liability including bodily injury and property damage for no less than \$1,000,000 per occurrence and an aggregate (if any) of no less than \$5,000,000.

3. Comprehensive Automobile Liability including bodily injury and property damage coverage in the amount of \$100,000/\$300,000/\$100,000.

These policies shall contain a provision which forbids any cancellation, changes or material alterations in the coverages or amounts without providing 30 days prior written notice to the District.

B.) The Contractor understands and agrees that the District shall not be liable for any acts or omissions of Contractor. The Contractor shall indemnify, save harmless and defend the District from and against all claims, damages, losses and expenses, in law or in equity, arising out of or resulting from any acts or omissions in the performance of this Agreement.

C.) In recognition of the relative risks, rewards and benefits of the project to both the District and the Contractor the risks have been allocated such that the District agrees that, to the fullest extent permitted by law, the Contractor's total liability to the District

for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed our fee or \$100,000, whichever is less. Such causes include, but are not limited to the Contractor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

9. Miscellaneous.

A.) This Agreement shall encompass the Agreement with the Florida Department of Environmental Protection, attached hereto as Exhibit B, and the Contractor's Proposal, attached hereto as Exhibit A.

B.) This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

C.) Upon termination of this Agreement, or completion of performance pursuant to this Agreement, all surveys, maps, photographs, reports, memoranda, documents, instruments, information, materials, and data acquired, generated or prepared by the Contractor pursuant to this Agreement shall become the property of the District.

D.) Successors and Assigns.

1. The Contractor and the District each binds himself and his partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

2. Neither the Contractor nor the District shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) by this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to and assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Contractor from employing independent consultants, associates and sub-contractors to assist him in the performance of services hereunder, subject to prior written approval by the District.

3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the District and the Contractor.

E.) The terms of this Contract are contingent upon receipts of state matching funds, funds from local interests and other required approval by the State of Florida.

F.) The Contractor shall obtain and maintain throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state and local laws and shall comply with all laws, regulations, ordinances and codes applicable to the performance of services under This Agreement. The Contractor shall require all independent consultants, associates and subconsultants to comply with such provisions.

G.) There will be no discrimination against any employee or other person on the basis of race, color, sex, age, religion, ancestry national origin, handicap or marital status in the performance of services under this Agreement.

H.) The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

BY: Barbara A Warner
Barbara Warner
Title: Administrative Assistant

BY: Erik J. Olsen
Erik J. Olsen, P.E.
Title: President

Date: 30-1-94

BY: [Signature]
Title: _____

Nassau Soil and Water
Conservation District
Nassau County, Florida
BY: Tom R. Ford
Tom R. Ford
Chairman, Board of Supervisors

Date: 11/22/94

Enc:
EXHIBITS A and B

**ST. MARYS ENTRANCE
INLET MANAGEMENT PLAN**

Background. The Nassau Soil and Water Conservation District (NS&WCD) recognizes that an ongoing beach erosion problems exist along much of Amelia Island which endanger both public and private properties. Similarly, the Florida Department of Environmental Protection (FDEP), Division of Beaches and Shores (DBS) has determined that several sections of Amelia Island are areas of critical or severe erosion. The DBS has likewise been significantly concerned regarding a continuing erosion threat at Fort Clinch, located within the Entrance to the St. Marys River.

Accordingly, the Nassau Soil and Water Conservation District proposes to prepare an Inlet Management Plan for St. Marys Entrance, Nassau County, Florida. The inlet borders the northern limits of Amelia Island and the southern limits of Cumberland Island, GA (ref. Sheet 1). The Plan for St. Marys Entrance will address the effects of the inlet on the regional sediment budget and evaluate appropriate methods for sand transfer and resource recovery based upon the continuous maintenance dredging of the inlet by the federal government.

The stabilization of St. Marys Entrance has had a documented adverse impact on Amelia Island. A federally funded Section 1-11 Study has corroborated these impacts. A modest and infrequent level of potential mitigation is provided by the disposal of beach compatible material resulting from the maintenance dredging of the federal navigation project at that location. Both the amount of sediment and the type of bypassing presently ongoing are not in conformance with the requirements of Chapter 161. The Inlet Management Plan will address suitable bypassing quantities, disposal areas, existing regulations by which "suitable" bypassing/mitigation can be accomplished, particularly in light of the pending expiration of the M.O.U. between the U.S. Navy and the State of Florida.

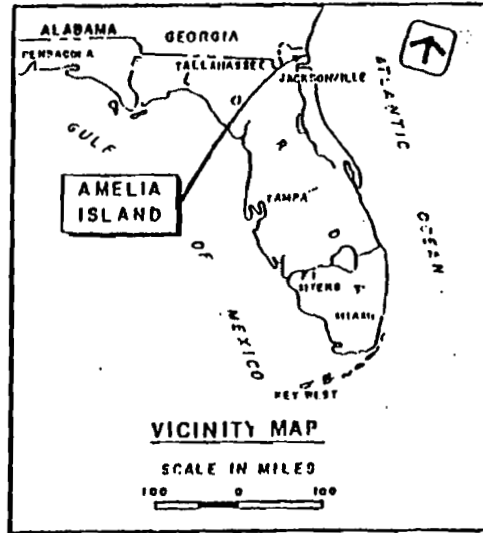
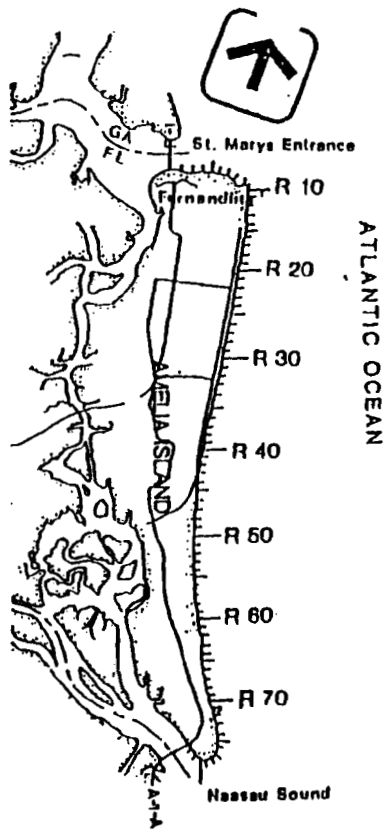
The Inlet Management Plan will address the findings of a recent Department of Interior (DOI) study performed for the U.S. Navy as a direct result of the previously mentioned M.O.U. That study was temporarily limited in scope and attempted to circumvent the overall historical impacts of the inlet on the adjacent shorelines and regional sand sharing system. The Inlet Management Plan will likewise address the ongoing erosional threat to Ft. Clinch located along the southwesterly shoreline of St. Mary Entrance near the intersection of the inlet with the Amelia River.

The St. Marys Entrance Inlet Management Plan will be developed in seven (7) phases or tasks including:

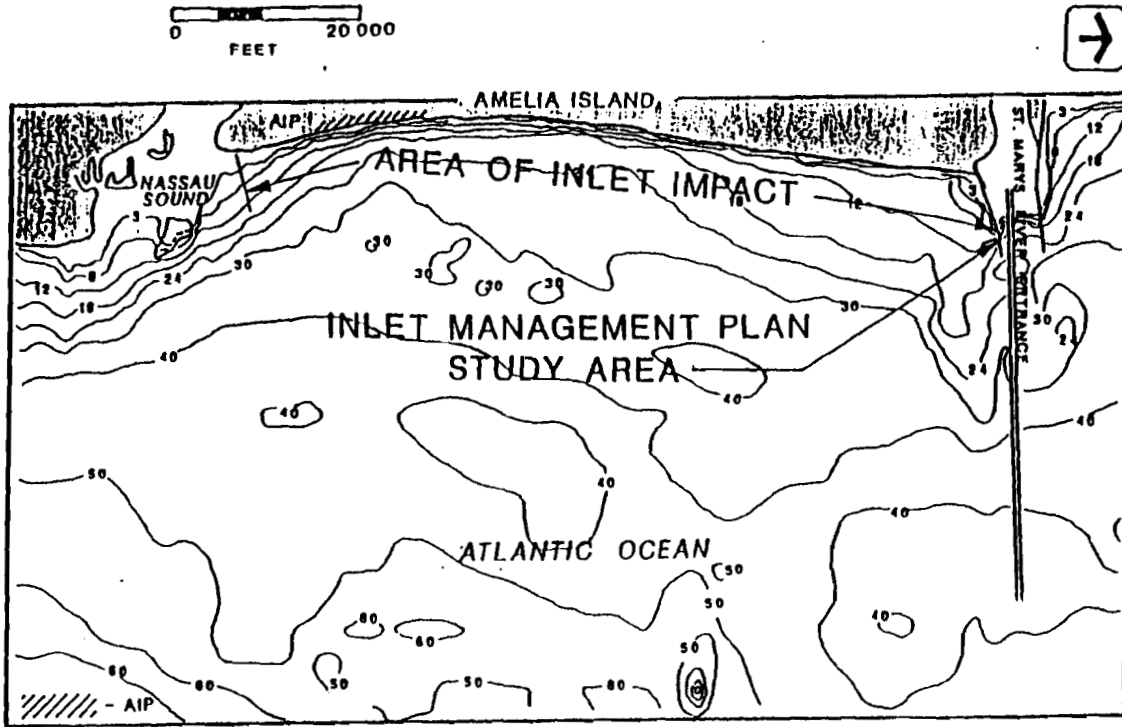
- I Literature Search
- II Sediment Budget Analysis
- III Environmental Analysis
- IV Discussion of Alternatives and Identification of Viable Alternatives
- V Engineering, Economic and Environmental Analysis of Viable Alternatives
- VI Detailed Description of Recommended Alternative and Associated Implementation Actions
- VII M.O.U. between the U.S. Navy and State of Florida

Certain phases will be completed and reviewed by the Nassau County Soil and Water Conservation District and the Florida Department of Environmental Protection prior to the District and Department's development of the Scope of Work for other phases.

The Plan will be formulated in anticipation that the Study results will serve as the basis for future renegotiation of the M.O.U. between the U.S. Navy and the State of Florida.



LOCATION MAP



MLW DATUM



olsen
associates, inc.

**INLET MANAGEMENT PLAN
ST. MARYS ENTRANCE
NASSAU COUNTY, FLORIDA**

DEP Contract No. 94NA1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF ENVIRONMENTAL RESOURCE PERMITTING
 FLORIDA BEACH EROSION CONTROL ASSISTANCE PROGRAM

Grant Agreement

THIS AGREEMENT is entered into this ____ day of _____, 1994, between the Florida Department of Environmental Protection, Division of Environmental Resource Permitting (hereinafter referred to as the "DEPARTMENT") and Nassau Soil and Water Conservation District (hereinafter referred to as the "LOCAL SPONSOR") for the PROJECT described herein.

WHEREAS, the DEPARTMENT, pursuant to Chapter 161, Florida Statutes, provides financial assistance to eligible local governments for beach erosion control activities under the Florida Beach Erosion Control Assistance Program; and

WHEREAS, the LOCAL SPONSOR has the capabilities of performing the tasks associated with the beach erosion control project as described herein.

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

1. The LOCAL SPONSOR agrees to perform the analysis and study known as the St. Marys River Entrance Inlet Management Plan, (hereinafter referred to as the PROJECT), as defined herein, and to complete said PROJECT upon the terms and conditions set forth in this Agreement and in accordance with the Scope of Work, which is attached hereto as Exhibit "A".

2. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are as follows:

<u>ITEM</u>	<u>STATE</u>	<u>ESTIMATED COST</u>	
		<u>LOCAL</u>	<u>TOTAL</u>
St. Marys River Entrance Inlet Management Plan	\$172,500	\$57,500	\$230,000

The DEPARTMENT and the LOCAL SPONSOR further agree that any and all activities associated with the PROJECT that are not shown in the above eligible item listing or in the Scope of Work are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The DEPARTMENT's financial obligation shall not exceed the sum of \$172,500 for this PROJECT or 75% of the actual eligible PROJECT cost, whichever is less.

3. In connection with this Agreement, it is acknowledged that at all times the LOCAL SPONSOR is not acting as an employee of the State of Florida and neither the LOCAL SPONSOR nor its employees are entitled to accrue any benefits or any other rights or privileges connected with employment in the Florida Career Service.

4. As consideration for the work performed by the LOCAL SPONSOR under the terms of this Agreement, the DEPARTMENT shall pay the LOCAL SPONSOR as specified herein. The LOCAL SPONSOR will submit a request for reimbursement of funds on such forms as attached hereto in Exhibit "B", not more frequently than monthly. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Administrator and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. In addition, the LOCAL SPONSOR shall submit an executed project completion certification for the completed PROJECT which is attached hereto in Exhibit "B". The DEPARTMENT's Contract Manager has 30 days after receipt of the report and billing to determine that the work has been accomplished in accordance with the terms and conditions of this agreement prior to approving the billing for payment. Upon approval of the payment request the DEPARTMENT shall disburse the funds due the LOCAL SPONSOR less ten (10) percent which shall be retained on account. The cumulative amount retained shall be disbursed to the LOCAL SPONSOR after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement and the PROJECT Scope of Work. All reimbursement requests shall be submitted in sufficient detail for a proper pre-audit and post-audit review. All requests for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

5. The LOCAL SPONSOR shall submit to the DEPARTMENT quarterly progress reports during the period the project is underway which detail what work has been accomplished. Progress reports shall be submitted no later than January 15, April 15, July 15, and October 15, of each year in which the project is underway.

6. This Agreement shall begin on the date of execution by both parties and end on April 30, 1996. Work conducted on this project by the LOCAL SPONSOR or its subcontractor beginning on or after November 1, 1993, shall be eligible for cost sharing by the DEPARTMENT.

7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The DEPARTMENT shall diligently seek the necessary Legislative appropriations(s) needed to fully cost share in this Agreement.

8. The LOCAL SPONSOR will not discriminate against anyone with regard to race, creed, color, sex, national origin, age, disability, or location of user's residence during or after construction of the PROJECT. The LOCAL SPONSOR will comply with all federal, state, and local laws, ordinances, rules, and regulations regarding discrimination.

9. The LOCAL SPONSOR hereby insures that it has in force and shall maintain in force throughout the PROJECT period insurance coverage, which most nearly reflects the operation of the LOCAL SPONSOR, which is necessary for the PROJECT, and which is appropriate and allowable pursuant to Florida Statutes.

10. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

11. The LOCAL SPONSOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the LOCAL SPONSOR to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the LOCAL SPONSOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

12. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to the recovery of its costs and a reasonable attorney's fee.

13. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

14. This Agreement is neither intended, nor shall it be construed, to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

15. This Agreement may be canceled by either party, with or without reason, by giving 30 days written notice to the other party. Said notice shall be sufficient if delivered personally or by certified mail to the address contained herein. In case of cancellation, only amounts accrued to the date of cancellation shall be due and payable.

16. The LOCAL SPONSOR will permit the DEPARTMENT's staff to examine all PROJECT records and grant them rights to audit any PROJECT books, documents, and papers during the PROJECT and following completion of the PROJECT. The LOCAL SPONSOR shall maintain the records, books, document, and papers for at least three (3) years following completion of the PROJECT.

17. This Agreement may be canceled by the DEPARTMENT without prior notice for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received by the LOCAL SPONSOR in conjunction with this Agreement.

18. Philip Flood, Environmental Specialist, or his successor is hereby designated the DEPARTMENT's Contract Manager for the purpose of this Agreement and shall be responsible for enforcing performance of the Agreement terms and conditions and shall serve as a liaison with the LOCAL SPONSOR.

19. The LOCAL SPONSOR will appoint a Liaison Officer to be responsible for the implementation of the provisions of this Agreement.

20. Any and all notices shall be delivered to the parties at the following address:

DEPARTMENT
Department of Environmental
Protection
Division of Environmental
Resource Permitting
3900 Commonwealth Blvd., MS 315
Tallahassee, FL 32399-3000

LOCAL SPONSOR
Nassau Soil and Water
Conservation District
Route 1, Box 1077
Bryceville, Florida 32009

21. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

22. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, Florida Statutes, which is expressly made a part of this Agreement and is incorporated herein by reference as if fully set forth.

23. For this PROJECT, contractual services, as specified in Exhibit "B", are eligible for reimbursement.

24. The provisions of Chapter 16B-36, Florida Administrative Code, entitled Beach Erosion Control Assistance Program, and Chapter 16A-11, Florida Administrative Code, entitled Grant and Contract Accountability Policy, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.

25. Any inequities that may subsequently appear in this Agreement shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

26. This Agreement shall be executed in duplicate, each copy of which shall for all purposes be considered an original.

27. This Agreement represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and signed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year first above written.

LOCAL SPONSOR

DEPARTMENT

By: Thomas R. Ford
Chairman

By: _____
Secretary or designee

Robert J. [Signature]
Witness

[Signature]
Contract Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

EXHIBIT A

SCOPE OF WORK

The St. Marys River Entrance Inlet Management Plan study will be developed in accordance with the guidelines set forth in this Scope of Work. During the period the project is underway, the Florida Department of Environmental Protection shall conduct quarterly meetings with representatives of the Nassau Soil and Water Conservation District to discuss the status of the study and discuss any modifications that may be required to the Scope of Work.

Specific tasks to be conducted include the following:

I. Literature Search and Data Acquisition

A literature search shall be conducted of all available technical materials which pertain to the physical, environmental, and social aspects associated with St. Marys River Entrance and its adjacent shorelines. In addition, documents pertaining to the regulation and governmental policy concerning construction and maintenance of the St. Marys River Entrance navigation project will be obtained. These materials include, but are not limited to:

- reprints, articles, and conference proceedings
- reports
- aerial and other photography
- environmental and geological mapping
- maps and charts
- geotechnical data
- beach survey data
- bathymetric data
- hydraulic data
- dredging records
- permitting records
- park records

Relevant data obtained through this search will be used in the analyses necessary for formulation of the Inlet Management Plan and/or summarized in the final report. Particular attention will be directed toward the acquisition of historical permits associated with the St. Marys River Entrance navigation projects in order to definitively determine the projects' permittees and, therefore, the delineation between improvements made for defense versus commercial interests.

II. Field Evaluation

- A. Survey Tasks - Due to the extensive size of St. Marys River Entrance, updated survey data will not be acquired. Instead, reliance will be placed primarily upon existing U.S. Army Corps of Engineers (COE) survey data and historical data. Bathymetric cross-sections of the Entrance in the vicinity of Fort Clinch may be acquired for use in hydraulic analysis and analysis of

the threatening southern migration of the channel in the vicinity of the Fort.

- B. Controlled Black and White Aerial Photography - Obtain photos for the shorelines adjacent to the Entrance. Products are to include 9x9 prints and 24x36 inch (nominal) photos mylars as required with engineering scale and State-plane control.

- C. Geotechnical Tasks
 - 1. Conduct diver observations and collect grab samples of the seabed in the Entrance channel. Analyze sediments to verify/contradict the COE's existing classifications of the seabed bottom. Dredging disposal locations (i.e. beach, nearshore, or offshore) are based upon these classifications.
 - 2. Collect and analyze grab samples of existing beaches of Amelia Island to determine compatibility with potential sand sources.
 - 3. Collect and analyze grab samples of the seabed within the Federally authorized "nearshore" disposal site seaward of Amelia Island.

- D. Site Reconnaissance
 - 1. Walk and/or dive along beaches north, south, and within the Entrance's interior to inspect condition of beach, previous works, threatened infrastructure, environmental resources, nearshore processes, sediment quality, recreational activity, etc.
 - 2. Boat and/or dive along the Entrance's navigation channel and jetties to informally inspect bathymetric and seabed conditions.
 - 3. Tour available port facilities, recreational facilities, parks, and historical sites (i.e. Fort Clinch) to improve understanding of the social impact of the Entrance.

III. Environmental Analysis

This section's primary motivation is to identify and compile existing environmental resources. In addition, the effects of existing and planned coastal/navigation works upon the environment will be analyzed. Particular attention will be given to analysis of threatened species occurring in the region (i.e. right whales, manatees, and marine turtles, etc.). No quantitative new work is anticipated. Reliance will be upon the following preliminary list of existing data sources.

- A. Environmental Impact Statements and Environmental Assessments associated with the Entrance's Federal navigation project's (including offshore and nearshore disposal sites).
- B. Environmental studies associated with the Kings Bay Environmental Monitoring Series. This series of biological and geological reports is a result of a five year effort (1986-1991) conducted by the National Park Service to determine the potential biophysical effects of Navy dredging upon the St. Marys River Entrance region.
- C. Environmental studies associated with the construction of Federal and local port facilities and private industrial facilities.
- D. Environmental studies associated with the Fort Clinch State Aquatic Preserve.
- E. Environmental studies associated with the Cumberland Island National Seashore. Numerous studies have been formulated for this park in efforts to have it initially designated as a National Seashore and subsequent efforts to define its comprehensive management plan. In addition, purely scientific studies of the island also exist.
- F. Other resources (i.e. State water quality reports, turtle nesting data, manatee population counts, location of any existing hard-bottom, etc.).

IV. Coastal Engineering Analysis

- A. Technical Review of Existing Coastal Engineering Studies - The case of the St. Marys River Entrance is unique, as it has been the site of numerous coastal engineering studies which duplicate the typical coastal engineering portions of the analyses found in an Inlet Management Plan. In particular, a study of the coastal and hydraulic processes associated with the Entrance and its adjacent shorelines has recently been performed by the Coastal Engineering Research Center (CERC). This report contains historical shoreline and bathymetric change analysis, hydraulic analysis, refraction modelling, analysis of dredging records and prediction of shoaling rates, morphological change analysis, numerical shoreline response modelling (GENESIS), and other studies. It is important to note, however, that the CERC study was extremely narrow in scope, due to the interests of the study sponsor; the U.S. Navy. For example, the CERC study did not evaluate the historical effects of stabilizing the inlet per se, but rather, evaluated the effects potentially ascribed to the U.S. Navy channel deepening constructed in the late 1980's. Hence, as detailed as the study was, it did not comprehensively evaluate

either stabilization effects or channel improvements potentially attributable to the U.S. Navy or other Federal interests prior to 1980.

The Inlet Management Plan will not duplicate studies found in the CERC report and other recent Federal reports. Rather, the principal investigators will verify the existing data, supplement it where necessary, and subsequently confirm the reports' conclusions or refute findings with their own conclusions based upon analyses of the field data.

- B. Classification of Seabed Material in the St. Marys River Entrance - The classification of the seabed material in the Entrance channel is important because such classification is used to determine the disposal location of material dredged from the channel. In addition, analyses conducted to determine the extent of the Entrance's effect on littoral processes are reliant upon these classifications. Preliminary analysis indicates that the existing classifications may be in error, and that substantial quantities of beach compatible material are disposed of at sea, rather than within the active littoral system.
- C. Coastal Engineering Analysis of Erosion Problems at Fort Clinch State Park - Fort Clinch itself is a significant cultural resource threatened by severe erosion caused by a southerly migration of the Entrance channel. An analysis will be conducted to identify the forcing mechanism for the erosion. Such analysis will involve shoreline change, bathymetric change, and hydraulic studies. The possibility that the erosion is a direct result of navigation improvements, structures, etc. will be investigated. A plan for remediation of the erosion will be offered. This work will be coordinated with the restoration Master Plan to be formulated by the official Citizen Support Organization for Fort Clinch State Park.
- D. Analysis of Federal Channel Improvements Associated with the Port of Fernandina - These improvements, scheduled for implementation in the near future, will be reviewed in terms of their soundness and potential negative impacts to State of Florida properties, adjacent shorelines, etc. The role of the Port in future civil works dredging operations will be evaluated.
- E. Social Impacts of the St. Marys River Entrance - Summarize the area's attributes as they relate to the Entrance and its attendant facilities with respect to the following:
 - 1. Development History
 - 2. Economics
 - 3. Socio/Recreational Aspects

- F. Supplement Existing Coastal Engineering Studies - As mentioned previously, analysis of historical shoreline change, bathymetric change, dredging records, refraction modelling, and hydraulics already exist for the St. Marys Entrance region. The current investigation will supplement these studies where the analyses are insufficient.
- G. Develop Area-wide Sediment Budget - Irrespective of prior studies, a comprehensive sediment budget does not exist for the St. Marys Entrance region. A sediment budget will be developed using a multi-component (gross) transport sediment path model, reliant upon historical volumetric accretion/erosion rates, maintenance dredging rates, refraction results, etc.
- H. Determine Historical and Existing Impact of the St. Marys River Entrance Navigation Projects Upon Adjacent Shorelines - This determination will be based upon historical shoreline analysis, bathymetric change, and the sediment budget. Subsequent recommendations for management of the Entrance will rely upon the determined impact.
- I. Formulate Inlet/Sand Management Alternatives - The development of this section will include the following:
 - 1. Identify goals.
 - 2. Develop alternative sand management concepts.
 - 3. Perform analysis sufficient to indicate the benefits, impacts economics, etc. of each alternative in order to justify recommendations.
 - 4. Recommend preferred alternatives and present appropriate schematic level design, procedures, or recommended actions where appropriate.
- V. Project Deliverables
 - A. Final Report - Upon completion of the study, the District will forward to the Department twelve (12) copies of the final report.
 - B. Additional Data - Upon completion of the study, four (4) sets of any aerial photography, survey data, etc., developed as a direct result of these works will be provided to the Department.

All survey work to be performed shall meet the minimum technical standards for surveys in accordance with Chapter 61G-17, Florida Administrative Code. All monumentation set or points of origin established shall be based upon those control markers designated on the most recently recorded legal description of the CCCL, except that any First or Second Order Federal or State horizontal control marker may be used to establish or confirm position and direction and any First, Second or Third Order Federal or State vertical control markers shall be used to establish or confirm elevation. G.P.S., Traverse, and Level Loop information shall be adjusted by Compass, Crandell, or Least Squares Method.

Detailed field notes and computation records shall be kept of the survey and copies shall be made available to the Department upon request. Abstracts of all monumentation or points of origin shall be submitted in digital form and contain at a minimum all field requirements for the Department's Monument Information Tracking System. All profile data shall be submitted in digital form and conform to the standard formats acceptable to the Department.