



South Amelia Island Shore Stabilization Association, Inc.

P.O. Box 3000, Amelia Island, Florida 32035-1307

904/277-5122 Fax: 904/277-5921

November 3, 1994

Mr. John Crawford, Chairman
Nassau County Board of County Commissioners
Nassau County Courthouse
416 Centre Street
Fernandina Beach, FL 32034

Dear Mr. Crawford:

Two major elements of the overall beach protection strategy are the St. Marys Inlet Management Study and support of the State's effort to renegotiate a revised Memorandum of Understanding (MOU) that ensures future beach renourishment anywhere on Amelia Island. Budget items of \$50,000 and \$200,000 respectfully have been established for these efforts and funds from the initial assessment have been set aside for these expenses.

The Florida Department of Environmental Protection, the Nassau County Soil and Conservation District, and our engineering consultant, Olsen & Associates, have developed a work program designed to provide the information required for a successful renegotiation of the MOU established in 1986 by and between the State of Florida and the U.S. Department of Navy.

The St. Marys Inlet Management Study requires a 25% local interest share or \$57,500. In order to get this study underway, South Amelia Island Shore Stabilization Association respectfully requests that you:

- 1) authorize the Chairman to execute the attached contracts with the Nassau County Soil and Conservation District;
- 2) authorize the Nassau County Finance Office to release the local interest share of \$57,500 to the Nassau County Soil and Conservation District when they receive the executed contracts as required by Section 4 of the attached agreement; and
- 3) authorize the Nassau County Finance Office to take \$50,000 of the required \$57,500 from the line item identified as the St. Marys Inlet Management Study and \$7,500 from the line item identified as support for MOU negotiations.

Thank you for your support in this matter.

Sincerely,


Jack B. Healan, Jr., President

cc: Nassau County Board of County Commissioners
Clerk, Nassau County Engineer, Bill Moore, Tom Ford

A G R E E M E N T

THIS AGREEMENT entered into this ___ day of _____, 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.

DISTRICT

SOUTH AMELIA

By: _____

By:  _____

Date: _____

Date: November 14, 1994

Witness: _____

Witness: Joyce Bradley

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>ESTIMATED COST</u>		
	<u>STATE</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 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: _____
Chairman

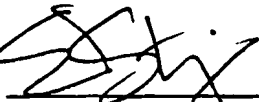
By: _____
Secretary or designee

Witness



Contract Manager

APPROVED AS TO FORM AND LEGALITY:



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 CERF 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.

EXHIBIT B

PAYMENT REQUEST FORMS

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