

**AGREEMENT**  
**BETWEEN THE UNITED STATES OF AMERICA**  
**AND**  
**THE GOVERNING BOARD OF**  
**THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
**AND**  
**NASSAU COUNTY, FLORIDA**  
**FOR THE NASSAU RIVER BASIN**  
**COMPREHENSIVE FLOODPLAIN MANAGEMENT STUDY**  
**PHASE V**

THIS AGREEMENT, entered into this 24<sup>th</sup> day, of July, 2000, by and between the United States of America (hereinafter called the "Government"), represented by the District Engineer executing this Agreement, and The Governing Board of The St. Johns River Water Management District and Nassau County, Florida (hereinafter called the "Sponsors").

WITNESSETH, that

WHEREAS, Section 22 of the Water Resources Development Act of 1974 (Public Law 93-251) as amended authorizes the Secretary of the Army, acting through the Chief of Engineers, to assist the states in the preparation of comprehensive plans for the development, utilization and conservation of water and related land resources; and whereas, Section 319 of the Water Resources Act of 1990 (Public Law 101-640) authorizes the Secretary to collect from non-Federal entities fees for the purpose of recovering fifty percent of the cost of the program;

WHEREAS, the Sponsors have reviewed the state's comprehensive water plans and identified the need for detailed cross-sectional survey data for the Thomas Creek basin, within the Nassau River watershed, as described in the Scope of Studies incorporated into this agreement; and

WHEREAS, the Sponsors have the authority and capability to furnish the cooperation hereinafter set forth and are willing to participate in a study with cost-sharing and financing in accordance with the terms of this agreement; and

NOW THEREFORE, the parties agree as follows:

1. The Government, using funds contributed by the Sponsors and appropriated by the Congress, shall expeditiously prosecute and complete the Study, currently estimated to be completed in 8 months from the date of this Agreement, (not to exceed 8 months) substantially in compliance with the Scope of Studies attached as Appendix A and in conformity with applicable Federal laws and regulation and mutually acceptable standards of engineering practice.

2. The Government shall contribute in cash, fifty (50) percent and the Sponsors shall contribute in cash, fifty (50) percent of the study costs, the total cost of which is currently estimated to be \$126,500, as specified in the cost estimate attached as Table A-1. The sponsors each agree to provide a check in the amount of \$31,625, which shall be made payable to the FAO, USAED, Jacksonville District. Mail check to the U.S. Army Corps of Engineers, Attn.: Terrance Artrip, PD-PF, P.O. Box 4970, Jacksonville, FL 32232-0019.

3. No Federal funds may be used to meet the local Sponsors share of study costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.

4. Before any Party to this Agreement may bring suit in any court concerning any issues relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other form of nonbinding alternate dispute resolution mutually acceptable to the Parties.

5. This Agreement shall terminate at the completion of the Study Period; provided, that prior to such time and upon thirty days written notice, any party may terminate or suspend this Agreement without penalty.

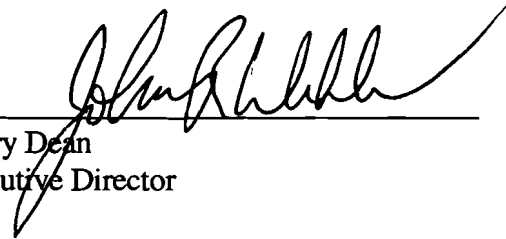
6. Within ninety days upon termination of this Agreement, the Government shall prepare a final accounting of the Study Costs, which shall display disbursements by the Government of Federal funds and cash contributions by the Government of Federal funds and cash contributions by the Sponsors. Subject to the availability of funds, within thirty days after the final accounting, the Government shall reimburse the Sponsors for excess non-Federal cash contributions that exceed the Sponsors required share of the total study costs. Subject to the Sponsors approval, within thirty days after the final accounting, the Sponsors shall provide the Government any cash contributions required to meet the Sponsors required share of the total study costs.


7. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal, or unenforceable, by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be affected or impaired and shall continue in effect until the Agreement is completed.

8. This Agreement shall become effective upon the signature of all parties.

ST. JOHNS RIVER WATER MANAGEMENT  
DISTRICT (SJRWMD)


THE UNITED STATES OF AMERICA

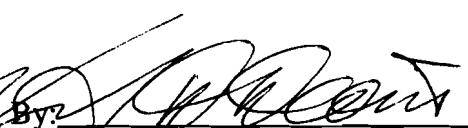
By:   
Henry Dean  
Executive Director

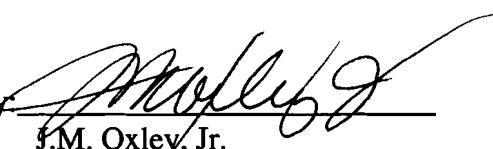
By:   
Joe R. Miller  
Colonel, U. S. Army  
District Engineer

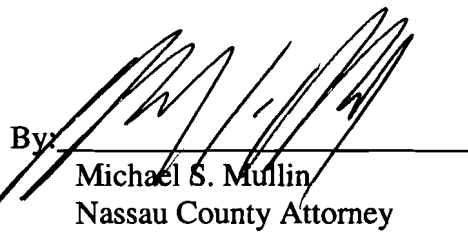
APPROVED BY OFFICE OF  
GENERAL COUNSEL

NASSAU COUNTY, FLORIDA

By:   
John W. Williams  
Deputy General Counsel  
SJRWMD

By:   
Nick D. Deonas  
Chairman, Board of County  
Commissioners

By:   
J.M. Oxley, Jr.  
Ex-Officio Clerk

By:   
Michael S. Mullin  
Nassau County Attorney

**APPENDIX A**  
**SCOPE OF STUDIES**  
**FOR**  
**NASSAU RIVER BASIN**  
**COMPREHENSIVE FLOODPLAIN MANAGEMENT STUDY**  
**PHASE V**

General. The work required for this phase of the study consists of office and field work necessary to obtain surveys for the Thomas Creek basin, within the Nassau River watershed.

Surveys and Mapping. The government will provide detailed cross-sectional survey data for the Thomas Creek basin. These cross-sections shall extend across the channel from top of bank to top of bank. The locations and number of cross-sections are identified on the attached map titled Nassau County, Florida. Elevations within the channel shall be taken every 20 feet. Elevations shall be taken between these elevation spacings where any abrupt topographical irregularities may exist. Horizontal and vertical control shall be established. The survey shall also include the following information:

a. Location of all control structures and their characteristics, including type of culvert, diameter or box dimensions, length and invert elevation. Weir information would include configuration, length and overflow elevations.

b. Bridge elevation details would include piling configuration, low chord elevation and top of bridge profile.

c. Establish a benchmark at each cross-section and at all bridge and culvert locations. Install a treated post of at least 4 inches in diameter immediately adjacent to each benchmark set. The post shall extend at least 4 feet above land surface and have a BENCHMARK sign affixed. Reference each benchmark on maps and to no less than two (2) points in the field.

Study Management. This work is to be performed by the Government. Overall management shall ensure that the study will accomplish the goals established, proceed at the anticipated rate, and all items in the scope of work are followed. Study Management shall include scheduling and organizing all work to be performed by the Government.

Report. This work is to be performed by the Government. The report for this phase of the study will consist of survey data, which shall be provided to the Sponsors. The final products shall be as follows: Three sets of mylar maps and three CD compact discs. The maps shall be produced in MicroStation and saved as ".dgn" and ".dwg" (AutoDesk, AutoCadd, Release 14) formats. The data shall also be saved as ESRI ArcView shape files, ".shp", and referenced to UTM coordinates (units in meters). The discs shall contain the ".dgn", ".dwg", ".shp", metadata, XYZ coordinate files, monument locations/descriptions and summary table. The monument locations/descriptions and summary table shall be produced in Microsoft Word.

TABLE A-1  
NASSAU RIVER BASIN  
COMPREHENSIVE FLOODPLAIN MANAGEMENT STUDY  
PHASE V

COST ESTIMATE

<u>Task</u>	<u>Cost</u>
Surveys and Mapping	\$121,500
Study Management	\$2,500
Report	\$2,500
TOTAL	\$126,500

**APPENDIX A**

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FOR  
NASSAU RIVER BASIN  
COMPREHENSIVE FLOODPLAIN MANAGEMENT STUDY  
PHASE V**

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COMPREHENSIVE FLOODPLAIN MANAGEMENT STUDY  
PHASE V

COST ESTIMATE

<u>Task</u>	<u>Cost</u>
Surveys and Mapping	\$121,500
Study Management	\$2,500
Report	\$2,500
TOTAL	\$126,500

AMENDMENT NO. 1  
TO THE  
AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA  
AND  
THE GOVERNING BOARD OF  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND  
NASSAU COUNTY, FLORIDA  
FOR THE NASSAU RIVER BASIN  
COMPREHENSIVE FLOODPLAIN MANAGEMENT STUDY  
PHASE VI

THIS AMENDMENT NO. 1, AGREEMENT, entered into this 8<sup>th</sup> day, of April, 2003, by and between the United States of America (hereinafter called the "Government"), represented by the District Engineer executing this Agreement, and The Governing Board of The St. Johns River Water Management District and Nassau County, Florida (hereinafter called the "Sponsors").

WITNESSETH;

WHEREAS, the parties entered into an Agreement September 5, 2001 for the Nassau River Basin Comprehensive Floodplain Management Study, Phase VI;

WHEREAS, the parties pursuant to the above agreement desire to extend the completion date to May 1, 2003.

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

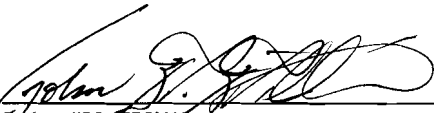
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD)      THE UNITED STATES OF AMERICA

By: Kirby B. Green, III  
Kirby B. Green, III  
Executive Director

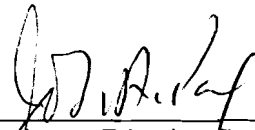
By: James G. May  
James G. May  
Colonel, U. S. Army  
District Engineer



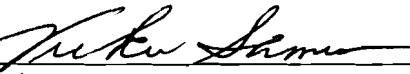
APPROVED BY OFFICE OF  
GENERAL COUNSEL

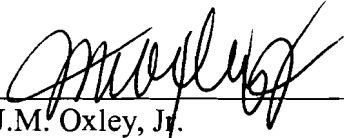
By:   
John W. Williams  
Deputy General Counsel  
SJRWMD

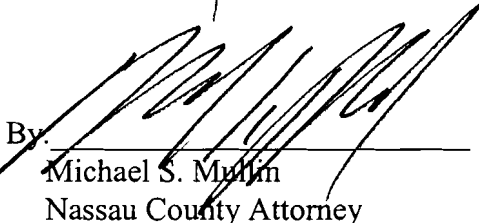
APPROVED BY DISTRICT COUNSEL

By:   
Assistant District Counsel  
Jacksonville District

NASSAU COUNTY, FLORIDA

By:   
~~Nick Deonas~~ Vickie Samus  
Chairman, Board of County  
Commissioners

By:   
J.M. Oxley, Jr.  
Ex-Officio Clerk

By:   
Michael S. Mullin  
Nassau County Attorney



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

VIA CERTIFIED MAIL

March 26, 2003

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

U. S. Army Corps of Engineers  
Attn: Terrance Artrip, PD-PF  
701 San Marco Boulevard  
Jacksonville, FL 32207-8175

Re: Agreement for the Nassau River Basin Comprehensive  
Flood Plain Management Study

Dear Mr. Artrip:

Enclosed are three (3) executed copies of the referenced agreement extending the completion date for the study to May 1, 2003 as approved by the Nassau County Board of County Commissioners at their regularly scheduled meeting on March 24, 2003. Please return one fully executed copy for our files in the enclosed envelope.

If we may be of any further assistance, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Enclosures

jgb



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
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Marianne Marshall

Dist. No. 1 Fernandina Beach  
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Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

VIA CERTIFIED MAIL

March 26, 2003

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

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Sincerely,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Enclosures

jgb



DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
P. O. BOX 4970  
JACKSONVILLE, FLORIDA 32232-0019

REPLY TO  
ATTENTION OF

Planning Division  
Flood Control and Flood  
Plain Management Section

27 February 2003

Mr. Walt Gossett  
County Coordinator  
Nassau County  
220 Nassau Place  
Yulee, Florida 32097

Dear Mr. Gossett:

Enclosed are three (3) copies of the Agreement for the Nassau River Basin Comprehensive Flood Plain Management Study. It is requested that Nassau County sign the three (3) copies, to extend the completion date for the study. The date will be extended to May 1, 2003. Also, enclosed for your review is the draft report. Please provide any comments by 12 March 2003.

Return the signed Agreement and any comments to the U.S. Army Corps of Engineers, Attn: Terrance Artrip, PD-PF, 701 San Marco Boulevard, Jacksonville, Florida 32207-8175. If you have any questions, please contact the Project Manager, Mr. Terrance Artrip at 904-232-1103.

Sincerely,

A handwritten signature in cursive script that reads "James C. Duck".

James C. Duck  
Chief, Planning Division

Enclosures

03 FEB 28 PM 12:24



DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
P. O. BOX 4970  
JACKSONVILLE, FLORIDA 32232-0019

REPLY TO  
ATTENTION OF

Planning Division  
Flood Control and Flood  
Plain Management Section

27 February 2003

Mr. Walt Gossett  
County Coordinator  
Nassau County  
220 Nassau Place  
Yulee, Florida 32097

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Sincerely,

James C. Duck  
Chief, Planning Division

Enclosures

*G.L. - RSM 3/11/03*  
*OK - Walt Duck 3/16/03*

03 FEB 28 PM 12:24

COMMUNICATIONS  
OFFICE

Department of the Army  
Jacksonville District, Corps of Engineers

Nassau County, Florida

Thomas Creek

Survey Cross Sections

Drawing No. X/X

Sheet 1 of XXX

(Too large to scan)

Filed with agreement in box with

2002/03 Contracts

K-Z