

312258

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
MARTIN COUNTY, FLORIDA
FOR LOCAL COOPERATION AT
ST. LUCIE INLET

THIS AGREEMENT entered into this _____ day of _____, 19____, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this agreement, and MARTIN COUNTY (hereinafter called the "Sponsor"), WITNESSETH THAT:

WHEREAS, modification to the existing project was authorized by House Resolution, dated 9 May 1974, and Senate Resolution, dated 31 May 1974, under Section 201 of the Flood Control Act of 1965 as follows: St. Lucie Inlet, Florida - (HD 294/93/1) and as stated in the Board of Engineers for Rivers and Harbors report, dated 29 August 1973, and as revised in Phase I, General Design Memorandum on St. Lucie Inlet, Florida, dated March 1977, prepared by the Jacksonville District Corps of Engineers, consisting of:

As it now exists, the north jetty is functioning as a jetty-weir. No change from the current condition is recommended;

Construction of a north jetty extension about 350 feet in a south-southeasterly direction then about 300 feet in a southeasterly direction. The first 350 feet of the extension will lie on an existing reef while the remaining 300 feet will cross over the reef into deeper water;

Excavation of a sand impoundment basin adjacent to the existing jetty with dimensions of 2,500 feet long parallel to the jetty, 450 feet wide, and 11 feet deep. The east end of the basin will be located at the seaward point of passage of littoral drift material;

Construction of a south jetty extending 1,200 feet seaward from the tip of Jupiter Island along an east-southeasterly alignment. An additional 400 feet of jetty-stone will be placed upland to the vegetation line joining a bulkhead constructed of rock excavated from the project;

Excavation of a channel between the existing bar-cut and the Intra-coastal Waterway, 300 feet wide and 16 feet deep through the bar-cut tapering to a width of 150 feet and depth of 10 feet through the inlet, and becoming 100 feet wide and 7 feet deep in the channel to the Intra-coastal Waterway; and

Construction of a 400 foot detached breakwater located immediately south of the entrance channel aligned in a northeast direction;

all generally in accordance with the plan of the District Engineer and with such modifications thereof as in the discretion of the Chief of Engineers may be advisable at an estimated first cost to the United States of \$4,689,500, which was formerly \$3,725,000 for construction, and an annual Federal cost of \$344,500 for operation and maintenance, which was formerly \$239,700, both exclusive of navigation aids, with Federal cost sharing to be in accordance with the policy established by existing law.

WHEREAS, the Sponsor hereby represents that it has the authority and capability to furnish the non-Federal cooperation required by the Federal legislation authorizing the project and by other applicable law.

NOW THEREFORE, the parties agree as follows:

1. The Sponsor agrees that, if the Government shall commence construction of modification of the existing Federal project at St. Lucie Inlet, Florida, substantially in accordance with Federal legislation authorizing such Project, approved 27 October 1965, Public Law 89-298, and as revised in Phase I - General Design Memorandum on St. Lucie Inlet, Florida, dated March 1977, prepared by the Jacksonville District Corps of Engineers, the Sponsor shall, in consideration of the Government commencing construction of such project, fulfill the requirements of non-Federal cooperation specified in such legislation, to wit:

a. Develop the State park on Jupiter Island as necessary for the realization of the potential public benefits estimated to result from the recommended Federal project, including continued public ownership and administration of the shore upon which the amount of Federal participation is based;

b. Contribute in cash the following percentages of the construction cost, including supervision and administration, and engineering and design, of all items of work to be provided by the Corps of Engineers: 27.1 percent allocated to navigation, 23.2 percent allocated to beach erosion control, and 50.0 percent allocated to the jetty fishing walkway, these amounts presently estimated at \$1,084,800, \$515,900 and \$63,500, respectively, to be paid in a lump sum prior to start of construction or in installments prior to start of pertinent work items in accordance with construction schedules as required by the Chief of Engineers; all such cost sharing to be based on actual conditions of costs, benefits, and final allocations of cost which will be made after actual construction costs have been determined;

c. Provide a cash contribution for adequate maintenance and beach nourishment of the modified project in accordance with regulations prescribed by the Chief of Engineers, in amounts estimated at 23.2 percent of the annual costs for maintenance dredging allocated to beach erosion control for periodic beach nourishment, and 100 percent of the annual jetty maintenance costs allocated to beach erosion control, these amounts presently estimated at \$58,300 and \$29,700, respectively;

d. Maintain the jetty fishing walkway at an estimated cost of \$8,600 annually;

e. Provide without cost to the United States all lands, easements, and rights-of-way required for construction of the project and for aids to navigation upon the request of the Chief of Engineers, including suitable areas determined by the Chief of Engineers to be required in the general public interest for initial and subsequent disposal of dredged material, and necessary retaining dikes, bulkheads, and embankments therefor or the costs of such retaining works;

f. Hold and save the United States free from any damages that may be attributed to construction and maintenance of the project, except damages due to the fault or negligence of the United States or its contractors;

g. Provide and maintain without cost to the United States a marina with necessary mooring facilities and utilities, including a public landing with suitable supply facilities open to all on equal terms;

h. Provide and maintain without cost to the United States depths in the berthing area and local access and feeder channels commensurate with the depths provided in the project; and

1. Accomplish without cost to the United States such alterations as required in sewer, water supply, drainage, and other utility facilities as required for construction and subsequent maintenance of the project;

2. In the event the Sponsor desires to proceed with construction of useful portions of the project prior to the availability of Federal funds, the Sponsor may be authorized to proceed with such work contingent upon satisfactory execution of Supplemental Agreement hereto. Such supplement shall, inter alia, provide that the Sponsor will be reimbursed or credited for the Federal share of the work performed by the sponsor on the project. This reimbursement or credit for local expenditures, upon Federal funds becoming available, shall be contingent upon prior approval of the work by the Chief of Engineers as being in accordance with the authorized project. The amount of reimbursement or credit will be based on a determination of the reduction in cost of the Federal project resulting from the Sponsor's work, such determination to be at the time of Federal construction. Payment shall be based on the lesser of either the unit cost under the Federal contract or actual cost.

3. The Sponsor agrees that all acquisitions required to comply with conditions of this contract shall be accomplished in accordance with the provisions of Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Act of 1970.

4. The Sponsor hereby gives the Government a right to enter upon, at reasonable times and in a reasonable manner, lands which the Sponsor owns or controls, for access to the Project for the purpose of inspection, and for the purpose of completing, operating, repairing and maintaining the Project, if such inspection shows that the Sponsor for any reason is failing to complete, repair and maintain the Project in accordance with the assurances hereunder and has persisted in such failure after a reasonable notice in writing by the Government delivered to the Sponsor. No completion, operation, repair and maintenance by the Government in such event shall operate to relieve the Sponsor of responsibility to meet its obligations as set forth in paragraph 1 of this Agreement, or to preclude the Government from pursuing any other remedy at law or equity.

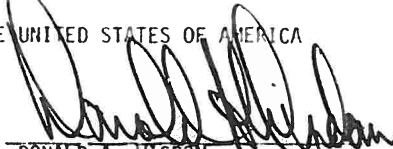
5. The Sponsor agrees to sign and comply with the conditions set forth in the attached EXHIBIT A as assurance of compliance with the Department of Defense directive under Title VI of the Civil Rights Act of 1964, which by reference is made a part of this contract as if it were fully set forth herein.

6. The Sponsor is hereby informed that by the signing of this Agreement, the Government is not committed to the construction of the Project.

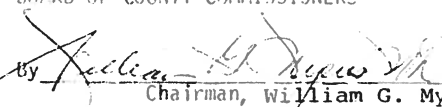
7. This Agreement is subject to the approval of the Secretary of the Army or his authorized representative.

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

THE UNITED STATES OF AMERICA

By 
DONALD A. WISDOM
Colonel, Corps of Engineers
District Engineer
Jacksonville Engineer District
Contracting Officer

MARTIN COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

By  (Seal)
Chairman, William G. Myers

DATE: 8 May 78

DATE: March 21, 1978

APPROVED:

ATTEST:

BOOK 449 PAGE 2126

For the Secretary of the Army
or his authorized representative


LOUISE V. ISAACS, Clerk
APPROVED AS TO FORM AND CORRECTNESS

JOHN T. CARMODY, JR.

County Attorney

BOOK 33 PAGE 1292 EXHIBIT #12-3

CERTIFICATE OF AUTHORITY

I, John T. Carmody, Jr., do hereby certify that I am the Chief Legal Officer of Martin County, that Martin County is a legally constituted public body with full authority and capability to perform the terms of the agreement between the United States of America and Martin County in connection with Local Cooperation at St. Lucie Inlet, and to pay damages, if necessary, in the event of the failure to perform in accordance with Section 221 of Public Law 91-611 and that the person(s) who have executed the contract on behalf of Martin County have acted within their statutory authority.

In Witness Whereof, I have made and executed this Certificate this

21st day of March, 1978.

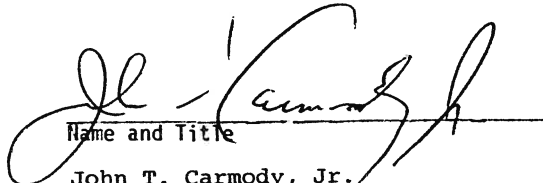

Name and Title
John T. Carmody, Jr.
County Attorney

EXHIBIT A

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE
DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

THE SPONSOR HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR, Part 300, issued as Department of Defense Directive 5500.11, Change 3, dated 11 April 1966) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sponsor receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measure necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sponsor by the Department of the Army, assurance shall obligate the Sponsor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sponsor for the period during which the Federal financial assistance is extended to it by the Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance which were approved before such date. The Sponsor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

Date: March 21, 1978

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: William G. Myers
WILLIAM G. MYERS,
CHAIRMAN

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O R BOOK 449 PAGE 2128

Legibility of Writing, Typing or
Printing unsatisfactory in this
Document when microfilmed.

EXHIBIT # 12-5

BOOK 33 PAGE 1294

8. LEGAL: (CONT'D)E. Resolution: Acceptance of deed from Bessemer Securities Corp.

Mr. Carmody stated this was a deed to a parcel of land being exchanged with the County in the Greenridge Development which he found to be in order.

Commissioner Holt moved acceptance of the deed, seconded by Commissioner Wacha. ROLL CALL 5-0. **EXHIBIT #11**

F. Authorization to enter into agreement with Federal Government for local cooperation at St. Lucie Inlet.

Commissioner Wacha moved authorization for the Chairman to sign the above stated agreement, seconded by Commissioner Holt. Motion Carried 5-0.

Chairman Myers pointed out the various costs to the County for its share of the maintenance amounting to \$100,000. He also pointed out paragraph 2 on page 3 of the contract which provides the sponsor may proceed with portions of the project prior to the availability of Federal funds, etc. This action was suggested by the Board and the Corps stated that it was not acceptable.

Commissioner Wacha moved the County Attorney be instructed to write a letter to the Corps of Army Engineers and state the agreement and whereas on page 3, paragraph 2 it says "that in the event the sponsor desires to proceed..." that the Board would like to proceed with the agreement. Commissioner Holt seconded the motion. Motion Carried 5-0.

EXHIBIT #12G. Authorization to enter into agreement with Federal Gov't as local project sponsor in connection with shoreline erosion control demonstration projects.

The County has been advised by the Corps to have its' crews ready to begin the project in July. The cost involved will be budgeted in the fiscal period 78/79.

a resolution for

Commissioner Wacha moved/authorization to enter into the agreement outlined above, seconded by Commissioner Hurchalla. Motion Carried 5-0 by ROLL CALL.

EXHIBIT #139. ENGINEERING:

James Winn

A. Discussion: Surface water management regulatory program.

Mr. Winn advised that a letter from SWMD recommends that surface water management permitting should be under local authorities. While Mr. Winn agrees his staff is not large enough to handle the amount of work involved. He suggested his department start taking over some of the smaller projects, if the Commission decides the project size. As the staff builds up, it could proceed with larger projects, but he felt the staff would not be capable of handling projects such as Palm Beach Heights.

Commissioner Wacha moved That Mr. Winn and Mr. Mumford contact Mr. Richard Rogers to formulate a plan and the requirements for the County's participation in the plan. Commissioner Higgins seconded the motion, which carried 5-0.