

STANDARD OPERATING PROCEDURE  
RELATED TO  
CORPS COASTAL ACTIVITIES  
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND  
THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

This Standard Operating Procedure (SOP) is entered into this 5<sup>th</sup> day of June, 1998, by and between the U.S. Army Corps of Engineers, Jacksonville District and Mobile District (hereinafter the "Corps"), and the State of Florida Department of Environmental Protection (hereinafter the "Department").

WITNESSETH:

Whereas, the Corps is engaged in the execution of its mission in Florida which includes but is not limited to flood control, navigation, hurricane and shore protection, ecosystem restoration, recreation and fish and wildlife enhancement and is required: (1) to obtain water quality certification from the State of Florida pursuant to 33 USC 1341; (2) to be consistent to the maximum extent practicable with the Florida Coastal Zone Management Plan under 16 USC 1456; and (3) to obtain state permits to the extent that sovereign immunity has been waived under 33 U.S.C. 1323 and 1344(t); and

Whereas, the Department is responsible for development and maintenance of a comprehensive long-term management plan for the restoration of the state's critically eroding beaches in accordance with Section 161.161, Florida Statutes (F.S.); and the Department is responsible for issuance of an environmental resource or joint coastal permit under Chapter 161 and Part IV of Chapter 373, F.S., which issuance of (unless otherwise stated) constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341; and where applicable constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by section 307 of the Coastal Management Act, 16 U.S.C. Section 1456, 15 C.F.R. Part 930, and Section 380.23 of the Florida Statutes; and

Whereas, the Department and the Corps have established a special working relationship in the management, protection and restoration of the state's environmental resources in previous memorandums of understanding; and

Whereas, neither party by entering into this SOP waives any of its rights, arguments or positions regarding their respective authorities but enter into this agreement to promote the interests of both parties.

Now, therefore the parties do hereby agree as follows:

1. The parties within their respective authorities and funding shall ensure that beach compatible dredged material is disposed on Florida's beaches to the extent economically feasible consistent with Florida's beach management plan adopted pursuant to Chapter 161, F.S. and other beneficial uses criteria as may be specified by the Department and applicable federal standards. To further the parties goals for sediment management, the Corps shall provide the Department with existing geotechnical information characterizing the sediments to be dredged and alternative disposal options with projected costs to allow the Department to participate in funding alternative disposal options over the least costly method.
2. Conditions for the protection of federally-listed threatened or endangered species shall be consistent with requirements of the U.S. Fish and Wildlife Service and the National Marine Fisheries Service. The Corps agrees to consult and coordinate with the Florida Bureau of Protected Species to incorporate appropriate protective measures into plans and specifications to assure adequate protection of species of state concern.
3. Water quality conditions shall be developed to assure that state and federal requirements are met and allow the maximum flexibility in project execution. In addition, in accordance with the Federal Coastal Zone Management Act, the Corps agrees to incorporate appropriate resource protection measures into plans and specifications to assure adequate protection of those resources, in order to comply, to the maximum extent practicable, with the State's Coastal Zone Management Plan.
4. The water quality certification that is issued to the Corps through the state's permitting process will contain the following general conditions; which shall be enforceable to the extent sovereign immunity has been waived under 33 U.S.C. 1323 and 1344(t):

General Condition (a) All activities approved shall be implemented as set forth in the drawings incorporated by reference and in compliance with the conditions and requirements of this document. The Corps shall notify the Department in writing of any anticipated significant deviation from this authorization prior to implementation so that the Department can determine whether a modification is required. If the Department determines that a deviation is significant, then the Corps or the local sponsor, as appropriate, shall apply for and obtain the modification prior to its implementation.

General Condition (b) If, for any reason, the Corps does not comply with any condition or limitation specified herein, the Corps shall immediately provide the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. Compliance with the provisions of this condition shall not preclude the Department from

taking any enforcement action allowed under state law to the extent that federal sovereign immunity has been waived under 33 U.S.C. 1323 and 1344(t).

General Condition (c) The Corps shall obtain any applicable licenses or permits which may be required by federal, state, local or special district laws and regulations. Nothing herein constitutes a waiver or approval of other Department permits or authorizations that may be required for other aspects of the total project. Projects shall not proceed until any other required permits or authorizations have been issued by the responsible agency.

General Condition (d) Nothing herein conveys title to land or water, constitutes State recognition or acknowledgment of title, or constitutes authority for the use of sovereign land of Florida seaward of the mean high-water line, or, if established, the erosion control line, unless herein provided, and the necessary title, lease, easement, or other form of consent authorizing the proposed use has been obtained from the State.

General Condition (e) Any delineation of the extent of a wetland or other surface water submitted as part of the application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this authorization or a formal determination under section 373.421(2), F.S., provides otherwise.

General Condition (f) Nothing herein conveys to the Corps or creates in the Corps any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Corps or local sponsor, or convey any vested rights or any exclusive privileges.

General Condition (g) This document or a copy thereof, complete with all conditions, attachments, modifications, and time extensions shall be kept at the work site on the authorized activity. The Corps shall require the contractor to review this document prior to commencement of the authorized activity.

General Condition (h) The Corps specifically agrees to allow Department personnel with proper identification, at reasonable times and in compliance with Corps specified safety standards access to the premises where the authorized activity is located or conducted for the purpose of ascertaining compliance with the terms of this document and with the rules of the Department and to have access to and copy any records that must be kept; to inspect the facility, equipment, practices, or operations regulated or required; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance. Reasonable time may depend on the nature of the concern being investigated.

General Condition (i) At least forty-eight (48) hours prior to the commencement of authorized activity, the Corps shall submit to the Department a written notice of

commencement of activities indicating the anticipated start date and the anticipated completion date.

General Condition (j) If historic or archaeological artifacts are discovered at any time on the project site, the Corps shall immediately notify the State Historic Preservation Officer, and if a significant deviation is necessary, shall also notify the Department.

General Condition (k) Within a reasonable time after completion of project construction or a periodic maintenance dredging event, the Corps shall submit to the Department a written statement of completion. This statement shall notify the Department that the work has been completed as authorized and shall include a description of the actual work completed. The Department shall be provided, if requested, a copy of any as-built drawings required of the contractor or survey performed by the Corps.

5. This SOP is not intended to alter or affect any other existing agreements between the parties. The procedures in this SOP are intended to describe the application of applicable statutes and rules by the Department and the method of compliance by the Corps for water quality certification and coastal zone consistency through the environmental resource and joint coastal permitting processes related to coastal activities. This SOP does not preclude the parties from utilizing other permitting processes in lieu of this process.

6. The Corps is granted a waiver from the imposition of application processing fees for any environmental resource or joint coastal permit related to coastal activities, when the Corps is to be the applicant or is acting as agent for the local sponsor or military entity.

7. Any party to this Agreement may terminate, with or without cause, its participation hereunder by giving 30 days written notice. In the event of termination by the Department, the Corps waives any right to an administrative hearing under sections 120.569 or 120.57 of the Florida Statutes.

8. All notices or other information required to be directed to the Department shall be addressed to:

Bureau of Beaches and Coastal Systems  
Division of Water Facilities  
Department of Environmental Protection  
3900 Commonwealth Blvd., Mail Station 310  
Tallahassee, FL 32399-3000

9. All notices or other information required to be directed to the Army Corps of Engineers shall be addressed to:


U.S. Army Corps of Engineers  
Jacksonville District  
400 West Bay St., 9<sup>th</sup> Flr.  
Jacksonville, FL 32232-0019

OR

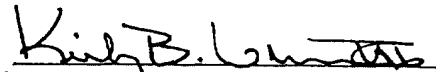
U.S. Army Corps of Engineers  
Mobile District  
109 St. Joseph St.  
Mobile, AL 36602

This SOP is effective upon the date it is last signed by the parties hereto as indicated below.

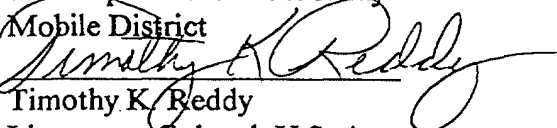
The Department of the Army  
Jacksonville District

  
Joe R. Miller  
Colonel, U.S. Army  
District Engineer  
Date: 5 JUNE 1998

Florida Department of Environmental  
Protection

  
for Virginia Wetherell  
Secretary  
Date: 6.5.98

The Department of the Army  
Mobile District

  
Timothy K. Reddy  
Lieutenant Colonel, U.S. Army  
District Engineer  
Date: 5 June 1998