MEMORANDUM OF AGREEMENT
AMONG THE BUREAU OF OCEAN ENERGY MANAGEMENT
OF THE DEPARTMENT OF THE INTERIOR
AND THE
CORPS OF ENGINEERS
OF THE DEPARTMENT OF THE ARMY
AND THE
CITY OF JACKSONVILLE, FLORIDA

REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES FOR SHORE PROTECTION IN DUVAL COUNTY, FLORIDA

BOEM Negotiated Agreement No. OCS-A 0511

Title I. Explanatory Recitals

A. Pursuant to the authority and in accordance with the requirements of Section 301 of the River and Harbor Act of 1965, Public Law 89-298, and Section 934 of the Water Resources Development Act of 1986, Public Law 99-662, the Department of the Army, acting through the U.S. Army Corps of Engineers ("USACE"), with the cooperation of the City of Jacksonville (the "City"), is endeavoring to conduct a periodic renourishment of beach along the Duval County, Florida shoreline.

B. USACE and the City have undertaken the Duval County Federal Shore Protection Project in furtherance of the aforementioned goal (herein referred to as the "Project").

C. Prior to the notice-to-proceed with Project construction, the City and USACE will have procure lands, easements, and rights-of-way (collectively, "Land Rights") as necessary from upland landowners, other property rights holders, public entities, and other persons and entities of appropriate scope and duration to facilitate the Project.

D. USACE, which is acting as the project manager for the Project, now seeks to obtain sand in a manner that minimizes costs and leverages Federal resources.

Title II. Purpose and Authority

A. The Department of the Interior ("DOI"), acting through the Bureau of Ocean Energy Management ("BOEM"), enters into this Memorandum of Agreement ("MOA") with the City and USACE (collectively, the City and USACE, with DOI or BOEM, are referred to as the "Parties") providing for the use of up to 1,394,000 cubic yards of Outer Continental Shelf sand resources ("OCS sand resources") for the Project under the authority of Section 8(k)(2) of the Outer Continental Shelf Lands Act ("OCSLA") (43 U.S.C. § 1337(k)(2)). The term "OCS sand resources" means the sand, gravel, and shell resources found on or below the surface of the seabed on the Outer Continental Shelf ("OCS"), as defined in Section 2(a) of the OCSLA (43 U.S.C. § 1331(a)). This MOA authorizes the City or USACE, as appropriate, to use OCS sand

resources from Duval Borrow Area Shoal S (hereinafter called "DSS" and also referred to as the "Borrow Area", and also referred to as "Area F" on recent maps), as designated and delineated in Table 1 and on the attached maps (Attachment 1), in accordance with the terms of this MOA. After removal of the sand resources from the OCS and placement of those resources as specified in this MOA, BOEM has no jurisdiction over those sand resources unless they return to the OCS.

Table 1. Borrow Area Coordinates.

Borrow Area	Label	Latitude	Longitude
DSS	A	30° 19.49128′	81° 16.81736′
DSS	B	30° 19.40736′	81° 16.94587′
DSS	C	30° 17.52994′	81° 16.62604′
DSS	D	30° 17.54102′	81° 16.45650′
DSS	E	30° 17.81327′	81° 16.43938′
DSS	F	30° 17.91852′	81° 15.88357′
DSS	G	30° 18.20026′	81° 16.06514′
DSS	H	30° 18.70259′	81° 16.07734′
DSS	I	30° 19.46425′	81° 16.72847′
		Note: Longitude and latitude are in geographic coordinate system NAD 1983.	

B. BOEM, under the authority delegated by the Secretary of the Interior, is authorized, pursuant to Section 8(k)(2) of the OCSLA (43 U.S.C. § 1337(k)(2)) to enter into this MOA concerning the potential use of OCS sand resources. BOEM has determined that the Project meets the requirements of Section 8(k)(2)(A)(i) of the OCSLA. Therefore, in accordance with Section 8(k)(2), and subject to the terms and conditions contained herein, BOEM hereby authorizes the use of OCS sand resources from the DSS Borrow Area identified in Table 1 for the construction undertaken in furtherance of the Project. The parties acknowledge that under the terms of Section 8(k)(2)(B), BOEM will not assess any fee against the City or USACE for the use of the OCS sand resources described herein. In consideration of the provision of OCS sand resources for the Project, the USACE and City will provide to BOEM survey results and other data as provided herein, which will, among other things, give BOEM valuable information on the Borrow Area. Nothing in this MOA is intended to abrogate or diminish the Secretary of the Interior's authority under the OCSLA to oversee and regulate the removal of OCS sand resources.

C. USACE, which is undertaking this Project pursuant to authority granted to it in accordance with the Water Resources Development Act of 1986 and the River and Harbor Act of 1965, enters into this MOA in compliance with the requirements of Sections 8(k)(2)(A)(i) and 8(k)(2)(D) of the OCSLA. The City enters into this MOA in compliance with the requirements of Section 8(k)(2)(A)(i) of the OCSLA. Nothing in this MOA is intended to impede or hinder

the City's or USACE's ability to complete the Project or abrogate or diminish either Party's authority or responsibilities under applicable law, including but not limited to the Water Resources Development Act of 1986, National Environmental Policy Act ("NEPA"), Endangered Species Act ("ESA"), Magnuson-Stevens Fishery Conservation and Management Act ("MSA"), Marine Mammal Protection Act ("MMPA"), National Historic Preservation Act ("NHPA"), Migratory Bird Treaty Act ("MBTA"), or the Coastal Zone Management Act ("CZMA").

Title III. Project Description

The Project is authorized under the Water Resources Development Act of 1986 and the River and Harbor Act of 1965, as a shore protection project, to facilitate stabilization and restoration of the proper ecological function of the beach along the Duval County, Florida shoreline. The USACE may use up to 1,394,000 cubic yards of OCS sand resources to renourish the beach. The OCS sand resources must be extracted from Borrow Area DSS (see Attachment 1).

Title IV. Provisions

A. BOEM authorizes the use of OCS sand resources from Borrow Area DSS for the Project. The USACE or its contractor(s) may only extract, transport, and place such OCS sand resources from the Borrow Areas in accordance with the terms and conditions set forth below and in accordance with the Florida Department of Environmental Protection ("FDEP") - Consolidated Joint Coastal Permit ("JCP") and Sovereign Submerged Lands Authorization, Permits No. 0228528-005-JC or other applicable permits. Except as provided above, the parties agree that all other aspects of the Project's execution and completion remain as described in the Project Cooperation Agreement between the Department of the Army and the City for Construction of the Duval County Federal Shore Protection Project entered into on 7 July 1994, and any subsequent amendments thereto.

B. All written notifications, requests, submissions, and deliverables, unless otherwise stated, should be sent to BOEM at:

Chief, Marine Minerals Branch
Bureau of Ocean Energy Management
45600 Woodland Road
VAM-LD
Sterling, Virginia 20166

All electronic notifications, submissions, and deliverables to BOEM should be sent to dredgeinfo@boem.gov.

All written notifications, requests, submissions, and deliverables to the USACE should be sent to:

Programs and Project Management
U.S. Army Corps of Engineers

701 San Marco Boulevard
Jacksonville, Florida 32207
Attention: Jason Harrah

All written notifications, requests, submissions, and deliverables to the City of Jacksonville should be sent to:

Engineering Division, Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attention: Thomas Fallin, P.E.

C. This MOA applies only to the extraction, transportation, and placement of OCS sand resources as described above. This MOA will terminate or expire (a) upon USACE sending written notice that it has obtained sufficient OCS sand resources to complete the Project, up to 1,394,000 cubic yards; (b) the expiration, termination, or revocation of FDEP - Consolidated JCP and Sovereign Submerged Lands Authorization, Permits No. 0228528-005-JC or other applicable permits as described above in paragraph A, unless a new or superseding permit is issued within seven (7) days; or (c) three (3) years from the date of execution of this MOA, whichever occurs first. Upon request by USACE, the Parties may agree to extend the terms of this MOA as necessary to provide USACE and its contractor(s) with additional time to complete the Project. The Parties acknowledge that there may be a need for future OCS sand resources for periodic maintenance, augmentation or construction purposes. BOEM, USACE, and the City may enter into subsequent agreements, for the use of additional OCS sand resources for the Project, consistent with each Party's responsibilities under applicable law.

D. BOEM, USACE, and the City recognize that planning and coordination among the three Parties will ensure that responsibilities under the OCSLA, other applicable Federal laws, and this Congressionally-authorized Project are carried out and accommodated in an efficient and timely manner so that the Project schedule will not be unnecessarily delayed or compromised. All Parties recognize that BOEM, as a Bureau in the DOI, has certain responsibilities for the orderly, timely, and efficient recovery of OCS minerals using the best available technology while ensuring environmental stewardship and compliance. Moreover, the Parties further recognize that USACE has certain stewardship and environmental compliance responsibilities that are separate and distinct from the responsibilities of BOEM. To these ends, and with respect to the Project, BOEM, USACE, and the City agree to the following terms:

1. Plans and Performance Requirements

The USACE will include this MOA as a reference document in the advertised "Construction Solicitation and Specifications Plan" (hereinafter referred to as the "Plan"). The USACE will ensure that all operations at DSS are conducted in accordance with the final approved Plan and all terms and conditions in this MOA, as well as all applicable statutes, regulations, orders and any guidelines or directives specified or referenced herein. The USACE will send BOEM a copy of the plans and any modifications prior to construction.

The dredging method for removing sand from DSS will be consistent with those methods evaluated in the NEPA documents prepared in conjunction with the Project and approved in any authorizing documents or project permits. The USACE will allow BOEM to review and comment on modifications to the Plan that may affect the Borrow Areas or pipeline corridors on the OCS, including the use of submerged or floated pipelines to directly convey sediment from the Borrow Areas to the placement site. Said comments will be delivered in a timely fashion so as to not unnecessarily delay the USACE's construction contract or schedule.

If dredging and/or conveyance methods are not wholly consistent with those evaluated in relevant NEPA documents prepared by USACE for this Project, and environmental and cultural resource consultations, and those authorized by the JCPs, additional environmental review may be necessary. If the additional NEPA review, consultations, or permit modifications would affect or otherwise supplement the provisions of this MOA, an amendment may be required.

Prior to the commencement of construction, the USACE must electronically provide BOEM with a summary of the construction schedule consistent with Paragraph 15. The USACE, at the reasonable request of BOEM or the Bureau of Safety and Environmental Enforcement ("BSEE"), must allow access, at the site of any operation subject to safety regulations, to any authorized Federal inspector, and must provide BOEM or BSEE any documents and records that are pertinent to occupational or public health, safety, environmental protection, conservation of natural resources, or other use of the OCS, as may be requested.

2. Environmental Responsibilities and Environmental Compliance

The USACE is the lead agency on behalf of the Federal Government to ensure the Project complies with applicable environmental laws, including but not limited to the NEPA, ESA, MSA, MBTA, NHPA, and CZMA, and any consultations or limitations imposed thereunder. The City of Jacksonville is responsible for compliance with the specific conditions of the JCPs, as authorized by the CZMA.

The USACE will serve as the lead Federal agency for ESA Section 7 consultation concerning protected species under the purview of the U.S. Fish and Wildlife Service ("USFWS") and National Marine Fisheries Service ("NMFS"). The USACE will instruct its contractor(s) to implement the mitigation terms, conditions, and measures required by the USFWS, NMFS, FDEP, and BOEM pursuant to applicable Federal and State laws and regulations prior to commencement of activities authorized under this MOA, including extraction, transportation and placement of sand resources from DSS. The required mitigation terms, conditions, and measures are reflected in the relevant Biological Opinions, Conservation Recommendations, Consistency Determinations, and JCPs. Electronic copies of all relevant correspondence, monitoring data, and reports related to the activities covered by this MOA, will be provided electronically to BOEM within 14 days of issuance (including observer, FDEP, and dredging reports). The City is responsible for compliance with the Specific Conditions of the JCP. Construction may not commence until the pre-construction requirements have been completed.

3. Pre-Construction Notification of Activity in or near the Borrow Area

The USACE will invite BOEM to attend a pre-construction meeting that describes the USACE's and/or its contractors' or agents' plan and schedule to construct the Project.

The USACE will notify BOEM electronically at least 72 hours prior to the commencement, and within 24 hours after termination, of operations at DSS. BOEM will electronically notify the USACE in a timely manner of any OCS activity within the jurisdiction of the DOI that may adversely affect the USACE's ability to use OCS sand for the Project.

4. Dredge Positioning

During all phases of the Project, the USACE will ensure that the dredge and any bottom-disturbing equipment are outfitted with an onboard global positioning system ("GPS") capable of maintaining and recording location within an accuracy range of no more than plus or minus 3 meters. The GPS must be installed as close to the hydraulic dredge as is practicable or must use appropriate instrumentation to accurately represent the position of the hydraulic dredge. During dredging operations, the USACE will immediately notify BOEM electronically if dredging occurs outside of the approved Borrow Area. Such notification will be made as soon as possible after the time USACE becomes aware of dredging outside of the approved Borrow Area.

Anchoring, spudding, or other bottom disturbing activities are not authorized outside of the approved Borrow Area on the OCS, except for immediate concerns of safety, navigation risks or emergency situations.

The USACE will provide BOEM, electronically, with all appropriate Dredging Quality Management ("DQM") data acquired during the Project using procedures jointly developed by the USACE's National DQM Data Program Support Center and BOEM. The USACE will submit the DQM data, including draghead, cutterhead, or other hydraulic or mechanical dredging device depth, biweekly. A summary DQM dataset will be submitted within 90 days of completion of the Project. If available, the USACE will also submit Automatic Identification System ("AIS") data for vessels qualifying under the International Maritime Organization's ("IMO") International Convention for the Safety of Life at Sea.

5. Dredge Operation

Dredging will occur preferentially in naturally accreting areas of DSS, and dredging will be avoided in erosional areas of DSS to the extent possible. If a hopper dredge is used, dredging will be performed so that the hopper dredge excavates material using relatively shallow and uniform passes to an overall cut depth not to exceed that permitted under the Florida JCP Final Order addressing sand compatibility requirements. The USACE will use the methods necessary to maintain the relative profile and shape of the sand shoal complex to the extent practicable, as determined by the USACE, to avoid creating deep depressions or pits.

6. Submittal of Production and Volume Information

The USACE, in cooperation with the dredge operator, must submit to BOEM every two weeks a summary of the dredge track lines, outlining any deviations from the original Plan, on a biweekly basis. A color-coded plot of the draghead, cutterhead, or other hydraulic or mechanical dredging device will be submitted, showing any horizontal or vertical dredge violations. The dredge track lines must show dredge status: hoteling, dredging, transiting, or unloading. This map will be provided in PDF format.

The USACE will provide to BOEM, at least every two weeks a report electronically, of the construction progress, including estimated volumetric production rates. The project completion report, as described below, will also include production and volume information, including Daily Operational Reports.

7. Local Notice to Mariners

The USACE will require its contractor(s) for the Project to place a notice in the U.S. Coast Guard Local Notice to Mariners regarding the timeframe and location of dredging and construction operations in advance of commencement of dredging.

8. Marine Pollution Control and Contingency Plan

The USACE will require its contractor(s) and subcontractor(s) to prepare for and take all necessary precautions to prevent discharges of oil and releases of waste or hazardous materials that may impair water quality. In the event of occurrence discharge, notification and response will be in accordance with applicable requirements of 40 C.F.R. Part 300. All dredging and support operations must be compliant with U.S. Coast Guard regulations and the U.S. Environmental Protection Agency's Vessel General Permit, as applicable. The USACE will notify BOEM of any noncompliant discharges and remedial actions taken, and will provide copies of reports of the incident and resultant actions electronically.

9. Encounter of Ordnance

If any ordnance is encountered while conducting dredging activities at DSS, the USACE will report the discovery within 24 hours to: Chief, BOEM Marine Minerals Branch, at (703) 787-1851 and dredgeinfo@boem.gov.

10. Bathymetric Surveys

The USACE will provide BOEM with pre- and post-dredging bathymetric surveys of DSS and the pipeline corridor. The pre-dredging survey will be conducted within the 60 days prior to dredging and the initial pipeline corridor survey will be conducted subsequent to pipeline deployment but prior to use of pipeline to transport any dredged OCS sand resources. The post-dredging survey will be conducted within 60 days after the completion of dredging. The post-construction survey of the temporary pipeline corridor will be conducted once all dredge pipe and project related equipment have been removed from the corridor. BOEM recommends that USACE provide BOEM with additional bathymetric surveys within one (1) year and three (3)

years following the completion of dredging. Hydrographic surveys will be performed in accordance with the USACE Hydrographic Surveying Manual EM 1110-2-1003, providing 100 percent seamless coverage using interferometric swath or multibeam bathymetry. All bathymetric data will be roll, pitch, heave, and tide corrected using accepted practices. Survey lines of the specific dredge area, within Borrow Area DSS, will be established at intervals necessary to provide 100 percent coverage. Three equidistant cross-tie lines will be established parallel to the principal survey baseline. All survey lines will extend at least 100 meters beyond the edge of the dredge areas. All data will be collected in such a manner that post-dredging bathymetry surveys are compatible with the pre-dredging bathymetric survey data to enable the latter to be subtracted from the former to calculate the volume of sand removed, the shape of the excavation, and nature of post-dredging bathymetric change.

Surveys will be conducted using kinematic GPS referenced to GPS base station occupying an established (NAVD 88 vertical control) monument within 15 kilometers (9 miles) of the survey area, a National Geodetic Survey real-time network, or referenced to a water-level gauge deployed within the vicinity of the project area, unless alternative methods are approved by BOEM. Pre- and post-dredging surveys will be referenced to the same water-level gauge, tide gauge, real-time network, benchmark, or BOEM-approved method. An uncertainty or error analysis will be conducted on the bathymetric dataset based on calculated differences of measured elevations (depths) at all transect crossings (also note that other best practices typically employed to identify potential error or quantify uncertainty, such as daily bar-checks, will be conducted and documented). A methods and uncertainty analysis report, field notes, and metadata must be submitted to BOEM with the processed bathymetric data products.

The USACE will submit copies of processed pre-dredging and post-dredging hydrographic data to BOEM electronically within ninety (90) days after each survey is completed. The delivery format for data submission is an ASCII file containing corrected x, y, z data. The horizontal data will be provided in the North American Datum of 1983 (NAD '83) Florida State Plane, U.S. survey feet, unless otherwise specified. Vertical data will be provided in the North American Vertical Datum of 1988 (NAVD '88), U.S. survey feet, unless otherwise specified. An 8.5-x-11-inch plan view plot of the pre- and post-construction data will be provided showing the individual survey points, and/or vessel track lines, as well as contour lines at appropriate elevation intervals. These plots will be in PDF format. Images and descriptions of side scan sonar or bathymetric anomaly targets will be included and identified on an index map. The USACE will also provide survey metadata.

11. Archaeological Resources

Onshore Prehistoric or Historic Resources

If the USACE discovers any previously unknown historic or archeological resources while accomplishing the activity on Duval County beaches, the USACE will notify BOEM of any finding. The USACE will initiate the Federal and State coordination required to determine if the discovered resources warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

Offshore Prehistoric or Historic Resources

The following three anomalies (listed in **Table 2**) must be avoided during dredging operations by at least 300 feet:

Table 2. Anomalies to be Avoided During Dredging Operations

Target	Area/Block	Florida East State Plane Coordinates NAD 1983 (X / Y Coordinate)	Avoidance Radius (ft)
M09	DSS	570,815.96/ 2,168,039.62	300
M11	DSS	570,785.74/ 2,167,944.73	300
M14	DSS	570,964.04/ 2,167,845.09	300

In the event that the Parties and/or dredge operators discover any archaeological resources prior to dredging operations in DSS or in the vicinity of pump-out operations, the USACE will report the discovery to the Chief, BOEM Marine Minerals Branch, electronically in a timely manner. The USACE Planning Division will coordinate with BOEM on the measures needed to evaluate, avoid, protect, and, if needed, mitigate adverse impacts from an unanticipated discovery. If investigations determine that the resource is significant, the Parties will together determine how best to protect it.

If the Parties and/or dredge operators discover any archaeological resources while conducting dredging operations, the USACE will require that dredge and/or pump-out operations be halted immediately and avoid the resource per the requirements of the USACE specifications for unanticipated finds. The USACE will then immediately report the discovery to Chief, Marine Minerals Branch, BOEM, electronically in a timely manner. The USACE Planning Division will coordinate with BOEM on the measures needed to evaluate, avoid, protect, and, if needed, mitigate adverse impacts from an unanticipated discovery. If investigations determine that the resource is significant, the Parties will together determine the necessary further action required and how to best protect the resource.

12. Disclaimers; Contingencies

BOEM does not warrant that the OCS sand resources used in this Project are suitable for the purpose for which they are intended by the USACE and the City. BOEM's responsibility under this Project is limited to the authorization of use of OCS sand resources from DSS, as described in this MOA, and therefore BOEM disclaims any and all responsibility for the physical and financial activities undertaken by other Parties in pursuit of the Project.

The City's participation and obligation to perform under the provisions of this MOA are contingent upon an appropriation in a sufficient amount for the purpose by the Florida Legislature and the Jacksonville City Council.

13. Project Completion Report

Consistent with Paragraph 15, a project completion report will be submitted by the USACE to BOEM within 120 days following completion of the activities authorized under this MOA. This report and supporting materials should be sent in hard copy and electronically. The report will contain, at a minimum, the following information:

- the names and titles of the project managers overseeing the effort (for the USACE, the engineering firm (if applicable), and the contractor), including contact information (phone numbers, mailing addresses, and email addresses);
- the location and description of the Project, including the final total volume of material extracted from the Borrow Areas and the volume of material actually placed on the beach or shoreline (including a description of the volume calculation method used to determine these volumes);
- DQM data, in ASCII files, containing the x, y, z and time stamp of the cutterhead or drag arm locations;
- a narrative describing the final, as-built features, boundaries, and acreage, including the restored beach width and length;
- a narrative discussing the construction sequences and activities, and, if applicable, any problems encountered and solutions;
- a list and description of any construction change orders issued, if applicable;
- a list and description of any safety-related issues or accidents reported during the life of the Project;
- a narrative and any appropriate tables describing any environmental surveys or efforts associated with the Project and costs associated with these surveys or efforts;
- a table listing significant construction dates beginning with bid opening and ending with final acceptance of the Project by the USACE;
- a table, an example of which is illustrated below, showing the various key Project cost elements;

	Cost Incurred as of Construction Completion ($)
Construction	
Engineering and Design	
Pre- and Post-Dredging Bathymetric Surveys	
Compilation of Project Completion Report	
Total	

- a table showing the various phases of the Project construction, the types of construction equipment used, the nature of their use;
- digital appendices containing the as-built surveys, beach-fill cross-sections, and survey data;
- metadata appropriate to electronic deliverables pertaining to borrow area DSS; and
- any additional pertinent comments.

14. Reporting Compliance

The USACE will designate in advance of construction a single point of contact (and preferably a back-up contact) responsible for facilitation of compliance with all MOA requirements. The contact information will be provided to BOEM, electronically, at least 30 days in advance of dredging and construction operations.

The Parties will attempt to reasonably comply with the provisions of this MOA. Should there be an allegation of a failure to comply, the alleged failure will be corrected as soon as possible and/or resolved jointly among BOEM, USACE, and City, including through the dispute resolution process identified in Paragraph 16.

15. Sharing of Information

Consistent with the purpose stipulated by the Parties in Title II, and to the extent allowed by law, policy and regulation, the USACE, the City, and BOEM agree to: (1) share all information needed for or generated from the Project, including the sharing of implementation and other applicable schedules; (2) provide such information to the requesting agency as expeditiously as possible; and (3) work to ensure that all required completion report information is received.
The Parties to this MOA acknowledge that information and reports required by and/or exchanged pursuant to the Project that is the subject of this MOA may include confidential business information, proprietary information, or other sensitive information that should be protected from disclosure.

Any Party, contractor or agent of one of the Parties requesting that information or reports provided pursuant to this MOA be treated as confidential, will at the time the information is submitted prominently mark the information and report as "Confidential" along with the bases for the claim of confidentiality. Any covering correspondence submitted with the information or report will likewise note the claim of confidentiality being asserted. To the extent practicable, a Party to this MOA may only request information that has been marked as "Confidential" and is in the possession of another Party to this MOA if the information is needed by the requesting Party to carry out its obligations under this MOA or if the information is necessary for the requesting Party to fulfill its obligations under the law. The Party in possession of the information requested may work with the requesting Party to determine if the information can be shared without waiving the confidential nature of the material.

The Parties further agree that they will immediately and timely notify the other Parties in writing of any request by any person seeking the release or disclosure of information marked "Confidential" in whole or in part, including, but not limited to, requests pursuant to Court orders, discovery, subpoenas, or other compulsory process, or public access request under applicable Federal or State law. Notification will be considered timely if it provides the Parties or individuals claiming the information or report is confidential a reasonable opportunity to seek a Court order to prevent release or disclosure. Any disputes regarding requests for information or the confidential nature of the information requested will be resolved according to applicable law. If the Party or individual claiming the information or report is confidential fails timely to

obtain a Court order preventing the release or disclosure of the information, the Party in possession of the information will release it as and to the extend required by applicable law.

16. Resolution of Disputes

The Parties agree to make every attempt to settle any disputes regarding this MOA at the lowest operational level. In the case of (1) a substantial disagreement between BOEM and USACE or between BOEM and the City with respect to any aspect of BOEM's authorization of the use of OCS sand resources in accordance with the terms and conditions as specified or (2) any alleged breach by a Party of the terms and conditions as specified herein, the undersigned will designate a senior management official in their respective agencies to state the area(s) of disagreement or alleged breach in writing and present such statement to the other Parties for consideration. If resolution is not reached within 60 days, the undersigned may request the active participation of the District Commander, Jacksonville District of the USACE; the Chief, Office of Strategic Resources, BOEM; and the Mayor of the City of Jacksonville, or their authorized designees.

17. Miscellaneous

This MOA will not affect any pre-existing or independent relationships or obligations among DOI, BOEM, USACE, and the City, including any other relationships or obligations between BOEM and USACE, or any other units of such Parties.

All rights in the DSS Borrow Area not expressly granted to USACE and the City are hereby reserved to BOEM. BOEM reserves the right to authorize other uses in the DSS Borrow Area that will not unreasonably interfere with activities authorized under this MOA. BOEM will allow USACE and the City to review and comment on any proposed authorizations for the use of OCS sand resources in the DSS Borrow Area while this MOA is in effect.

Nothing herein is intended to conflict with current state or Federal laws, rules, regulations, or local ordinances. If the terms of this MOA are inconsistent with existing laws, rules, or regulations of or applicable to any of the Parties entering into this MOA, then those portions of this MOA which are determined to be inconsistent will be invalid, but the remaining terms and conditions not affected by the inconsistency will remain in full force and effect. At the first opportunity for review of the MOA once such inconsistency is identified, all necessary changes will be accomplished either by an amendment to this MOA or by entering into a new MOA, whichever is deemed expedient to the interest of the Parties.

This MOA may be executed in two (2) or more counterparts, each of which will be deemed an original. The signatures to this MOA may be executed on separate pages, and when attached to this MOA will constitute one complete document.

[The remainder of this page was intentionally left blank. Signature Pages to follow.]

MEMORANDUM OF AGREEMENT
AMONG
THE BUREAU OF OCEAN ENERGY MANAGEMENT
OF THE DEPARTMENT OF THE INTERIOR
AND THE
CORPS OF ENGINEERS
OF THE DEPARTMENT OF THE ARMY
AND
CITY OF JACKSONVILLE, FLORIDA

REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES FOR SHORE PROTECTION AND RESTORATION IN THE CITY OF JACKSONVILLE, FLORIDA

BOEM Negotiated Agreement No. OCS-A 0511

Signatory Page

L. Renee Orr
As Chief, Office of Strategic Resources
Bureau of Ocean Energy Management
Department of the Interior

Date: 4/12/16

Jason A. Kirk, P.E.
As Colonel, Corps of Engineers
Corps of Engineers
Jacksonville District

Date: 3 March 2016

_____

The Honorable Lenny Curry as Mayor of the City of Jacksonville, Florida

Attest: _____

First Last, Title

Reviewed for legal form and content as to the City by:

_____
Office of General Counsel

MEMORANDUM OF AGREEMENT
AMONG
THE BUREAU OF OCEAN ENERGY MANAGEMENT
OF THE DEPARTMENT OF THE INTERIOR
AND THE
CORPS OF ENGINEERS
OF THE DEPARTMENT OF THE ARMY
AND
CITY OF JACKSONVILLE, FLORIDA

REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES FOR SHORE PROTECTION AND RESTORATION IN THE CITY OF JACKSONVILLE, FLORIDA

BOEM Negotiated Agreement No. OCS-A 0511

Signatory Page

L. Renee Orr
Chief, Strategic Resources Office
Bureau of Ocean Energy Management
Department of the Interior

Date: 4/12/16

See Signatory Page 1 of 2

Jason A. Kirk
Colonel
U.S. Army Corps of Engineers
Jacksonville District

Date: _____

The Honorable Lenny Curry, Mayor of the City of Jacksonville, Florida

Attest: _____

First Last, Title

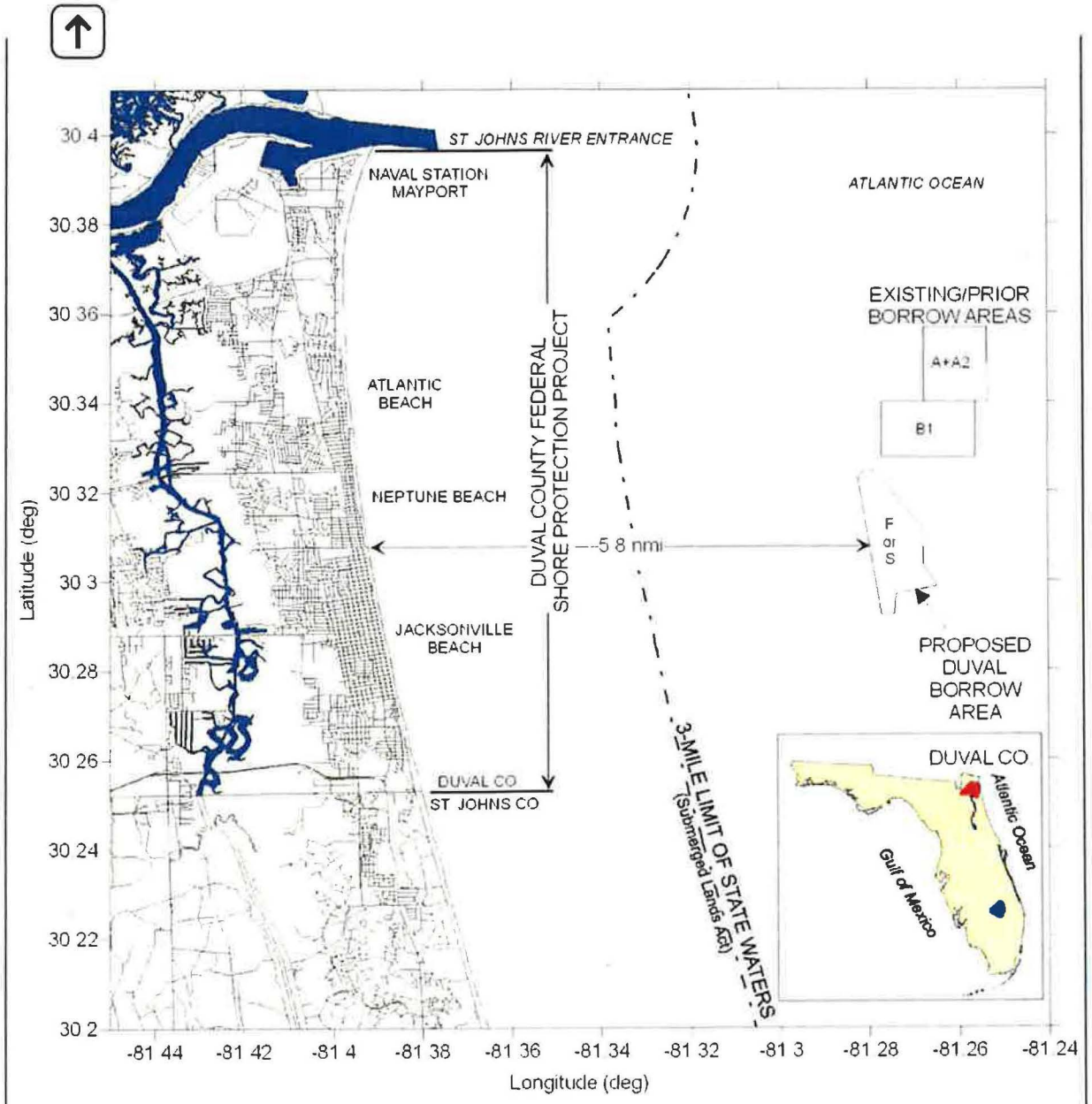
Reviewed for legal form and content as to the City by:

_____
Office of General Counsel

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

This page intentionally left blank

Attachment 1
DSS Borrow Area Map and Placement Sites



Sections: 9, 16, 21, 28, 33, 37, 38; Township: 2S; Range: 29E
Sections: 3, 4, 10; Township: 3S; Range: 29E

FOR PURPOSES OF PERMITTING
NOT FOR CONSTRUCTION

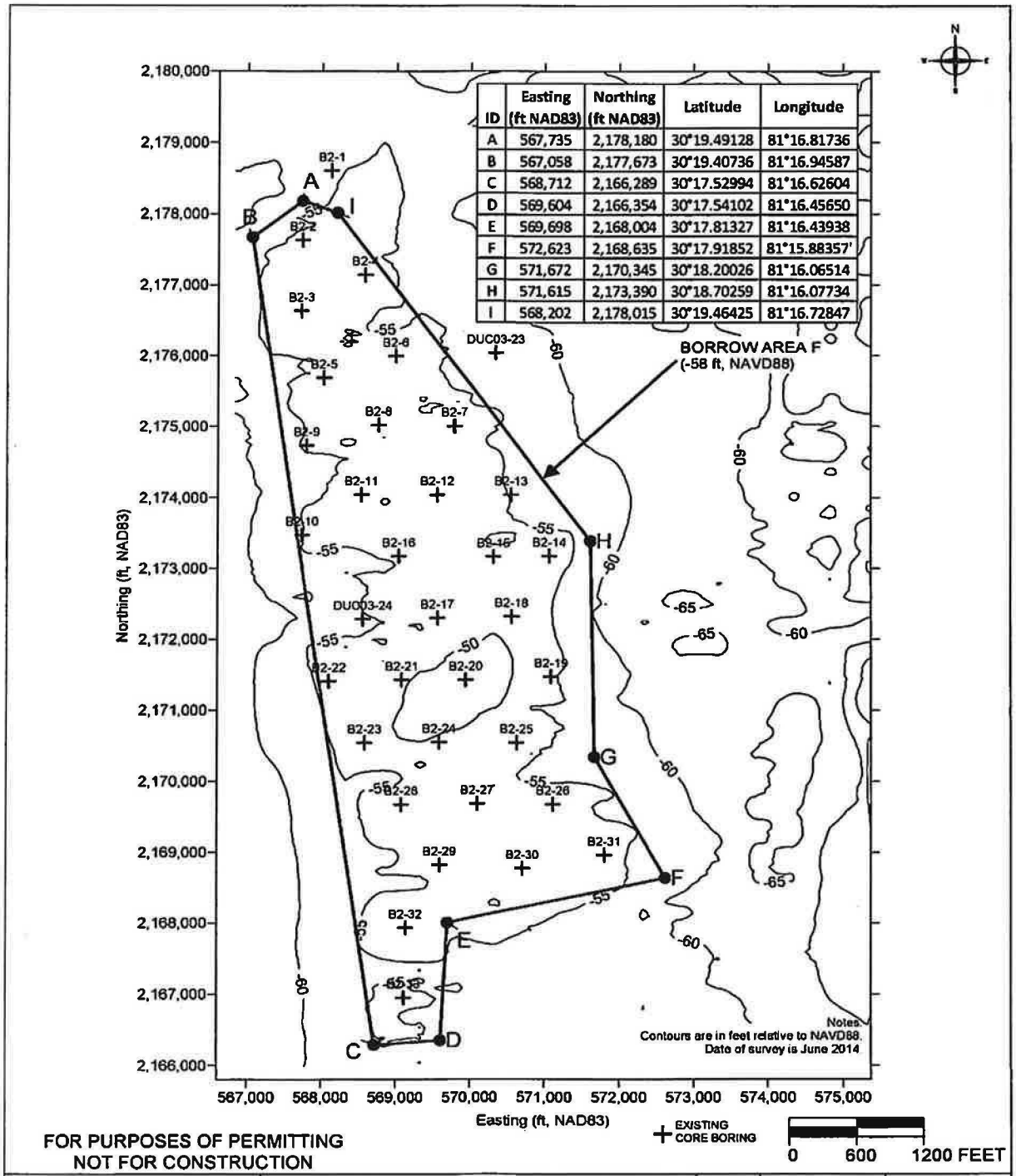
olsen associates inc
2618 Herschel Street
Jacksonville FL 32204
(904) 387-6114
COA No 3491

DUVAL COUNTY, FL
SHORE PROTECTION PROJECT

LOCATION MAP

Date	Revision	12/30/15
		DRAWN BY SH
		SHEET 1 of 2

2016 Beach Renourishment Placement Sites in Duval County, Florida



DSS Borrow Area Map