

**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 MARTIN COUNTY, FLORIDA**

**REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES  
FOR CONSTRUCTION OF THE MARTIN COUNTY SHORE PROTECTION PROJECT**

**BOEM Negotiated Agreement No. OCS-A 05XX**

**Title I. Explanatory Recitals**

**A.** Pursuant to the authority and in accordance with Section 101(8) of the Water Resources Development Act of 1990 (33 U.S.C. § 2201; P.L. 101-640) and the Flood Control and Coastal Emergency Act (P.L. 84-99), and to the extent that appropriations provided under the Disaster Relief Supplemental Appropriations Act of 2023 (PL 117-328), are obligated and used, the Department of the Army, acting through the United States Army Corps of Engineers, Jacksonville District (USACE), with the cooperation of Martin County, Florida (the “County”), is endeavoring to conduct the renourishment of the Martin County Shore Protection Project (the “Project”).

**B.** USACE and the County are undertaking the Project, in furtherance of the goal to renourish the shoreline of Martin County, Florida. Pursuant to the Flood Control and Coastal Emergency Act (P.L. 84-99), USACE has determined that the Project is technically feasible, economically justified, and environmentally acceptable. USACE will lead construction of the Project.

**C.** Prior to a notice-to-proceed for Project construction, USACE and the County will have procured 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, and the County now seek 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) (also referred to herein as the “Agreement”) with USACE and the County (collectively with DOI or BOEM, the “Parties”) providing for the use of up to 900,000 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 sediment deposits 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 use of Borrow Area C1-B 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 OCS sand resources and placement of those

resources as specified in this MOA, BOEM has no jurisdiction over those sand resources unless they return to the OCS. OCS sand resource use and/or disposal outside the areas defined in the Project is not expressly authorized as a qualified use; a modification to this Agreement may be required to authorize such use.

**Table 1. Coordinates for Borrow Area C1-B**

Point	Latitude	Longitude	Easting	Northing
1	27.2985188	-80.1011091	948,093.30	1,078,737.58
2	27.3022523	-80.1009587	948,132.39	1,080,095.24
3	27.3073054	-80.0876631	952,436.95	1,081,963.60
4	27.3012261	-80.0834021	953,836.93	1,079,763.60
5	27.2935343	-80.0897056	951,810.11	1,076,952.30
6	27.2935343	-80.0897056	950,026.78	1,077,634.16

Note: Longitude and Latitude in Geographic Coordinate System NAD 1983. Easting and Northing in Florida State Plane East Coordinate System (ft) 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. BOEM determined that the Project qualified for a non-competitive negotiated agreement on April 25, 2025 (*see* 30 CFR 583.305). BOEM completed the project evaluation process required by 30 CFR 583.310. 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 Borrow Area C1-B, 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 USACE and/or the County for the use of the OCS sand resources described herein.

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. Pursuant to 30 CFR 583.330, failure to comply with any applicable law or any provision, term, or condition of this Agreement may result in termination of the Agreement at the sole discretion of BOEM, referral to an appropriate Federal or State agency with jurisdiction, or both. Failure to comply in a timely and satisfactory manner with any provision, term, or condition of this Agreement may also delay or prevent BOEM's approval of future requests for use of OCS sand resources by the Parties to this Agreement.

The MOA may be terminated by BOEM consistent with provisions in 30 CFR 583.350. If BOEM determines that USACE and/or the County violate any provisions of this MOA, BOEM may, by written notice, suspend the MOA and order any further operations of USACE or the County under this Agreement to cease, except such operations as may be necessary to remedy any violations. If USACE and/or the County fails to remedy violations within thirty (30) calendar days after receipt of suspension notice, BOEM may, by written notice, terminate this MOA. In the event that BOEM suspends or terminates the MOA, neither USACE nor the County will be entitled to compensation as a result of expenses or lost revenues resulting from the suspension or termination.

**C.** USACE 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 County enters into this MOA in compliance with the requirements

of Section 8(k)(2)(A)(i) of the OCSLA. If appropriate, duties of USACE and/or the County may be fulfilled through authorized representatives, such as a dredging contractor. Both USACE and the County will ensure that any contractors or subcontractors operate in compliance with this MOA.

Nothing in this MOA is solely intended to impede or hinder the ability of USACE and/or the County to complete the Project nor does any provision abrogate or diminish either Parties' authority or responsibilities under applicable law, including but not limited to the Clean Air Act (CAA) (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (CWA) (33 U.S.C §§ 1251 *et seq.*), Coastal Zone Management Act (CZMA) (16 U.S.C. §§ 1451 *et seq.*), Endangered Species Act (ESA) (16 U.S.C. §§ 1531 *et seq.*), Magnuson-Stevens Fishery Conservation and Management Act (MSA) (16 U.S.C. §§ 801 *et seq.*), Marine Mammal Protection Act (MMPA) (16 U.S.C. §§ 1361 *et seq.*), Migratory Bird Treaty Act (MBTA) (16 U.S.C. §§ 703–712), National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321 *et seq.*), National Historic Preservation Act (NHPA) (54 U.S.C. §§ 300101 *et seq.*), Section 101(8) of the Water Resources Development Act of 1990 (P.L. 101-640), and Flood Control and Coastal Emergency Act (P.L. 84-99).

### **Title III. Description of the Authorized Activity**

This MOA is intended to facilitate the renourishment of the Martin County Shore Protection Project in Martin, Florida. This MOA authorizes USACE and/or the County to dredge up to a total of 900,000 cubic yards of OCS sand resources from Borrow Area C1-B for placement along 4.1 miles of shoreline between Florida Department of Environmental Protection (FDEP) Range Monument R-001 and R-025 (see **Attachment 1**).

### **Title IV. Provisions**

**A.** BOEM authorizes USACE and/or the County to dredge OCS sand resources from Borrow Area C1-B for the Project and in Project designated areas. USACE and/or the County may only extract, transport, and place such OCS sand resources from the borrow area in accordance with the terms and conditions set forth below. Except as provided herein, the Parties agree that all other aspects of the Project's execution and completion remain as described in the Project Cooperation Agreement, and as analyzed in the NEPA and associated consultation documents, between the Department of the Army and Martin County, Florida, for Construction of the Martin County Shore Protection Project, entered into on the August 3, 1995, and any subsequent amendments thereto.

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

Acting Manager, Marine Minerals Division  
Attention: Geoffrey Wikel  
Bureau of Ocean Energy Management  
45600 Woodland Road, VAM-MMD  
Sterling, VA 20166  
571-420-3426  
[geoffrey.wikel@boem.gov](mailto:geoffrey.wikel@boem.gov)

All electronic notifications, submissions, and deliverables to BOEM should be sent to [dredgeinfo@boem.gov](mailto:dredgeinfo@boem.gov).

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

Jacksonville District  
U.S. Army Corps of Engineers  
Attn: Mr. Emmanuel Vianzon, Project Manager  
701 San Marco Blvd  
Jacksonville, FL 32207  
(904) 232-3292  
[Emmanuel.A.Vianzon@usace.army.mil](mailto:Emmanuel.A.Vianzon@usace.army.mil)

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

Jessica Garland, Coastal Program Manager  
Public Works Department  
Martin County  
Board of County Commissioners  
2401 SE Monterey Road  
Stuart, FL 34996  
772-288-5795  
[jgarland@martin.fl.us](mailto:jgarland@martin.fl.us)

**C.** This MOA applies only to the extraction, transportation, and placement of OCS sand resources as described above and in the “Construction Solicitation and Specifications Plan” required below in Title IV Provision (D)(1). This MOA will terminate or expire (a) upon USACE and/or the County sending written notice that it has obtained sufficient OCS sand resources, up to 900,000 cubic yards, to complete the Project, or (b) three (3) years from the date of execution of this MOA, whichever occurs first. Upon request by USACE and/or the County, the Parties may agree in writing to extend the term of this MOA as necessary to provide 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 County 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 County recognize that planning and coordination among the Parties will ensure that responsibilities related to OCSLA, other applicable Federal laws, and this 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, including sand resources, 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 County agree to the following terms:

**1. Plans and Performance Requirements**

USACE will include this MOA as a reference document in the advertised “Construction Solicitation and Specifications Plan” (hereinafter referred to as the “Plan”). USACE will provide a copy of the Plan to BOEM for review when publicly available. USACE and the County will ensure that all operations at Borrow Area C1-B are conducted in accordance with the final BOEM-reviewed 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 and any project design criteria, relevant terms and conditions or reasonable and prudent measures of the latest Biological Opinions applicable to the activities authorized in this MOA.

USACE will allow BOEM to review and comment on modifications to the Plan that may affect the borrow area or pipeline corridors on the OCS, including the use of submerged or floated pipelines to directly convey sediment from the borrow area to the placement site. BOEM will deliver these comments in a timely fashion so as to not unnecessarily delay USACE’s construction contract or schedule.

Dredging, bottom disturbing activities, and/or conveyance methods (and areas of proposed use) will be wholly consistent with those evaluated in relevant NEPA documents prepared by USACE and BOEM for this Project, those included in the environmental and cultural resource consultations, and those authorized by relevant project permits. If USACE or the County propose to change the dredging method, additional environmental review may be necessary. If the additional NEPA, consultations, or permit modifications would impact or otherwise supplement the provisions of the MOA, an amendment to the MOA may be required. Until BOEM determines if the proposed changes require an amendment to the MOA, no changes to the authorized dredging and conveyance methods will be implemented.

USACE will notify BOEM electronically at least 72 hours prior to the commencement, and within 24 hours after termination, of operations at Borrow Area C1-B. If BOEM is aware of any OCS activity within the jurisdiction of the DOI that may adversely affect USACE’s and/or the County’s ability to use OCS sand resources for the Project, BOEM will electronically notify USACE and the County in a timely manner.

Prior to the commencement of construction, USACE and/or the County will electronically provide BOEM with a summary of the construction schedule consistent with Title IV Provision (D)(15) of this MOA. USACE and the County, at the reasonable request of BOEM or the Bureau of Safety and Environmental Enforcement (BSEE), will allow any authorized Federal inspector to access the site of any operation, when permitted by safety regulations, and will provide BOEM 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. USACE and the County agree to facilitate access for personnel authorized by BOEM or BSEE to the site of any operation, where practicable and deemed safe by USACE and its contractor, including, but not limited to, dredges and support equipment, fill areas, or turtle relocation trawlers, if warranted.

## **2. Environmental Responsibilities and Environmental Compliance**

USACE and the County commit to avoiding, minimizing, or mitigating adverse effects during construction activities. USACE and/or the County will prepare and provide to BOEM the pre-construction meeting an Environmental Compliance Matrix (ECM), in coordination with the remaining parties, to document all environmental requirements and identify roles and responsibilities to ensure compliance prior to, during, and after construction. The ECM must identify where in the

Plan the relevant environmental compliance measures are addressed. All environmental commitments in the ECM will be reflected in the Plan. As indicated in Title IV Provision (D)(15), BOEM also requires USACE and/or the County to verify implementation of all requirements in the ECM in the Project Completion Report.

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 CAA, CZMA, ESA, MSA, NEPA, and NHPA, and any consultations or limitations imposed thereunder. USACE and/or the County will implement the mitigation terms, conditions, and measures required by the U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Florida Department of Environmental Protection (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 Borrow Area C1-B. 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 calendar days of issuance (including, but not limited to, observer and dredging reports, and reports required by relevant project permits) unless the reports are required sooner by this MOA or applicable law, the permits, or the consultations. Construction may not commence until the pre-construction requirements have been completed.

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

USACE and/or the County will invite BOEM to attend a pre-construction meeting that will describe the Plan and schedule to construct the Project.

USACE and/or the County will notify BOEM at [dredgeinfo@boem.gov](mailto:dredgeinfo@boem.gov) at least 72 hours prior to the commencement of and no later than 24 hours after termination of operations at Borrow Area C1-B.

### **4. Other Responsibilities**

BOEM does not warrant that the OCS sand resources used in this Project are suitable for the purpose for which they are intended by USACE and the County. BOEM's responsibility under this Project is limited to the authorization of access to OCS sand resources from Borrow Area C1-B as described in this MOA, and therefore BOEM disclaims any and all responsibility for the physical and financial activities undertaken, damages or liabilities, incidents or injuries, or negligence by the other Parties in pursuit of the Project.

To the extent permitted by law, the County hereby indemnifies BOEM for any claims for loss, costs, damages, injuries to persons, or expenses caused by, or resulting from any operation under this MOA. However, the County is not responsible to BOEM for any loss, cost, damage, injury, or expense that directly results from (1) the sole negligence of BOEM, or (2) the County's non-negligent compliance with a BOEM order or directive imposed under this MOA. Nothing in this section will be construed as a waiver of any applicable statutory limitations of liability, including but not limited to Section 768.28, Florida Statutes, nor will this section operate as a waiver of the County's sovereign immunity.

USACE and/or the County must notify BOEM of any encounter of hazards on the OCS and any OCS sediment placed on the beach that has unsuitable characteristics relative to native sediment characteristics of the beach where it is placed (e.g., grain-size, color, composition). The specific location where unsuitable sediment was dredged, or where hazards were encountered, within Borrow Area C1-B must be delineated and said location must be provided to BOEM in shapefile format, with

applicable metadata detailing why it is recommended for avoidance, for future planning purposes. This information will be provided consistent with the reporting requirements in Title IV Provisions (D)(7) and (D)(13). Additionally, any encounter of ordnance must be reported to BOEM using the process outlined in Title IV Provision (D)(10).

## **5. Dredge Positioning**

During all phases of the Project, USACE and/or the County will ensure that the dredge and any bottom-disturbing equipment is outfitted with an onboard global positioning system (GPS) to accurately represent the position of the dredging operations in accordance with specifications developed by the USACE National Dredging Quality Management (DQM) program.

USACE and/or the County will coordinate with the DQM program in advance of construction commencement to provide appropriate project-specific information, inform them of BOEM's role in the Project and relevant MOA stipulations, and develop a coordination plan to ensure that all DQM-certified deliverables in accordance with this MOA are internally reviewed and delivered to BOEM on time and in accordance with BOEM formatting requirements. USACE and/or the County will provide BOEM, electronically, with all appropriate DQM data acquired during the Project using procedures jointly developed by USACE's National DQM Data Program Support Center and BOEM. USACE and/or the County will submit the DQM data every two weeks.

Anchoring, spudding, or other bottom-disturbing activities are not authorized outside of the approved borrow area on the OCS, unless there are immediate concerns of safety, navigation risks, or emergency situations. USACE and/or the County will notify BOEM electronically as soon as possible but within 24 hours if these activities occur outside of the approved borrow area(s).

## **6. Dredge Operation**

The final, BOEM-reviewed Plan (required pursuant to Title IV Provision (D)(1)) will include provisions to maximize efficiency and conservation of the resource during the removal of sand resources from Borrow Area C1-B. The purpose of these provisions is to avoid "wasting" sediment in Borrow Area C1-B that could be used to nourish this and other beaches or wetlands, now and in the future. This resource conservation will be managed through a borrow area management approach that provides for sequential use and exhaustion of dredge cuts before the entirety of the borrow area can be accessed. Borrow Area C1-B is divided into four cuts (**Attachment 1**). USACE shall initially restrict the dredge access to two adjacent cuts until all technically recoverable material has been removed from those two cuts. If additional resources are required, USACE will grant access to additional cut(s) and inform BOEM electronically prior to the commencement of dredging within the new cut(s).

USACE and the County will conduct all dredging operations in accordance with requirements outlined in the ECM. Any modification to this Plan will be submitted to BOEM for review prior to commencement of dredging (pursuant to Title IV Provision (D)(1)).

## **7. Submittal of Production and Volume Information**

In order for BOEM to monitor adherence to dredging within the leased borrow area boundaries denoted in **Table 1**, USACE and/or the County will submit to BOEM a summary of the dredge track lines, outlining any deviations from the Plan, every two weeks. This will include a color-coded plot of

the draghead, cutterhead, or other hydraulic or mechanical dredging device, showing any horizontal or vertical dredge violations. The dredge track lines must show dredge status: hoteling, dredging, transiting, or unloading. This map will be in PDF format.

At least every two weeks, USACE and/or the County will electronically provide a report of the construction progress, including estimated volumetric production rates, to BOEM. The project completion report, as described in Title IV Provision (D)(13), will also include production and volume information.

## **8. Local Notice to Mariners**

USACE and/or the County will 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.

## **9. Marine Pollution Control and Contingency Plan**

USACE and/or the County will 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 such an occurrence, notification and response will be in accordance with applicable requirements of 40 CFR Part 300. All dredging and support operations under this MOA will be compliant with U.S. Coast Guard (USCG) regulations and the U.S. Environmental Protection Agency's (EPA) Vessel General Permit (VGP), as applicable until the USCG has finalized implementing regulations for the new EPA Vessel Incidental Discharge Act (VIDA), at which point the VIDA will supersede the VGP. USACE and/or the County will notify BOEM as soon as practicable of any noncompliant discharges and remedial actions taken, and USACE and/or the County will provide copies of reports of the incident and resultant actions electronically.

## **10. Encountering of Munitions and Explosives of Concern (MEC)**

Encountering Munitions and Explosives of Concern (MEC) of all types is possible on the OCS. MEC includes unexploded ordnance, discarded military munitions, and munitions constituents. It is the responsibility of USACE and/or the County to proactively manage and continuously evaluate this risk. BOEM assumes no liability for the presence of MEC within Borrow Area C1-B, nor the subsequent encounter, handling, or disposal of MEC in accordance with Title IV Provision (D)(4), above.

The Plan developed per Title IV Provision (D)(1), above, must include a protocol of MEC reporting, safety, and response actions that USACE, who is responsible for construction, will implement if MEC are encountered (herein "MEC protocol"). The MEC protocol should reflect the risk assessment of encountering different MEC types prepared by USACE and considered by BOEM as part of its technical evaluation. The MEC protocol should address (1) notification to the relevant federal and state agencies, (2) engagement of qualified MEC identification, inspection, handling, or detonation specialists when warranted, and (3) MEC response measures and actions when warranted. The MEC protocol should describe measures or actions that USACE may take that will investigate, identify, or decrease MEC risks, including MEC screening, MEC avoidance during dredging, MEC relocation activities, and MEC detonation.

Upon first encounter of MEC or a change in type of MEC encountered while conducting operations on the OCS, USACE will report the discovery within 24 hours to Geoffrey Wikel, Acting Division



Manager, BOEM Marine Minerals, at (703) 787-1283 and [dredgeinfo@boem.gov](mailto:dredgeinfo@boem.gov). USACE will notate what actions were taken or will be taken. The notification will include a description of the activities leading to the MEC encounter; the day, time, location, and load of the MEC encounter; the type of MEC encountered; a description of its inert state or explosive quantity; and its disposition.

The BOEM Director reserves the right to immediately suspend OCS operations in accordance with 30 CFR 583.350(b)(3) should the threat of serious harm and damage warrant it. If issued, any such suspension will be lifted once the threat is abated.

If the protocol must be modified to account for unexpected circumstances, USACE will notify BOEM at [dredgeinfo@boem.gov](mailto:dredgeinfo@boem.gov) and provide an updated protocol. Follow-on reports to BOEM concerning subsequent encounters may be reported through consolidated periodic notifications if agreed upon by BOEM.

If MEC are encountered within the material after it has been removed from the OCS, such as during pump-out operations or within placed fill material, it is the responsibility of USACE to manage such encounters. If MEC are unexpectedly discovered in the Project designated onshore areas after completion of the Project, USACE and the County are solely responsible for any remediation.

## **11. Bathymetric Surveys**

At a minimum, USACE and/or the County will provide BOEM with pre- and post-dredging bathymetric surveys of Borrow Area C1-B. USACE and/or the County will conduct a pre-dredging survey of Borrow Area C1-B within 60 calendar days prior to the commencement of dredging and will provide the data to BOEM for review via [dredgeinfo@boem.gov](mailto:dredgeinfo@boem.gov), allowing for a minimum seven (7) business days for BOEM to determine if the survey is acceptable before USACE and/or the County commences dredging. A qualified hydrographic surveyor, independent from the dredging/construction contractor, will conduct and oversee the survey, and must approve the survey results before transmitting them to BOEM. USACE and/or the County will conduct post-dredging survey of Borrow Area C1-B within 60 calendar days after the completion of dredging. BOEM recommends that USACE and/or the County conduct additional bathymetric surveys of Borrow Area C1-B both one (1) and three (3) years after the completion of dredging to document borrow area evolution and provide information to inform future decisions and consultations regarding the use of OCS sand resources. USACE and/or the County will perform surveys, error analysis, and reporting in accordance with the most recent edition of the National Oceanic and Atmospheric Administration's (NOAA's) Office of Coast Survey Hydrographic Survey Field Procedure Manual. Survey standards and requirements are specified in the manual and can be found on the Coast Survey Document Library website.

For bathymetric surveys, 100 percent coverage using multi-beam bathymetric survey methods is required. USACE and/or the County must apply roll, pitch, heave, and tide corrections to all bathymetric data using best practices. USACE and/or the County must apply sound velocity corrections based on measurements made during and throughout the duration of the survey using a profiling sound velocity meter to obtain water column sound velocities with casts that log the entire water column to the seafloor. Survey line intervals must be sufficient to provide 100 percent coverage. All survey lines will extend at least 100 meters (328 feet) beyond the edge of the limits of Borrow Area C1-B as defined in this MOA.

USACE and/or the County will collect all data in such a manner that post-dredging bathymetric 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 the nature of post-dredging bathymetric change. USACE and/or the County must reoccupy pre-dredge bathymetric survey transects during the post-dredging surveys. USACE and/or the County will conduct surveys using kinematic GPS referenced to a GPS base station occupying an established monument (NAVD 88 vertical control) within 24 kilometers (15 miles) of the survey area, a National Geodetic Survey real-time network, or a water-level gauge deployed within the vicinity of Borrow Area C1-B and referenced to an established monument (NAVD 88 vertical control), unless alternative methods are approved by BOEM. USACE and/or the County must reference pre- and post-dredging surveys 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.

If data accuracy, coverage, quality, or other parameters for either pre- or post-dredging surveys are not sufficient to provide for accurate comparisons between the pre-dredge and post-dredge surveys (e.g., do not meet specifications and standards discussed or referenced above), BOEM may require USACE and/or the County to conduct a new survey at the pre-dredge and/or post-dredge phase.

The delivery format for bathymetry data submission is an ASCII file (e.g., .xyz, .txt, .csv, .dat) containing x, y, z data and a digital elevation model (e.g., .bag, .tiff, .asc). The file name(s) of bathymetric data submissions should be unambiguous and as a recommendation should include the survey ID (e.g., USACE survey number) and/or borrow area name, bin spacing, acronym for vertical datum, units, and date of survey completion (example file name: SURVEYID\_BorrowArea\_3x3AVG\_NAVD88\_ft\_MMDDYYYY.xyz). USACE and/or the County must provide the horizontal data in the NAD 83 Florida State Plane East, U.S. survey feet and vertical data in the NAVD 88, U.S. survey feet unless otherwise specified. USACE and/or the County must submit a methods section and results of the uncertainty analysis, field notes, and metadata record (FGDC-endorsed geographic metadata standard, e.g., ISO 19115-2, XML encoding specifications ISO 19139) to BOEM with the processed bathymetric data products. USACE and/or the County must provide an 8.5 x 11-inch plan view plot of the pre- and post-construction data showing the survey vessel navigation tracks, as well as contour lines at appropriate elevation intervals, and a plot of the digital elevation model in Adobe PDF format. USACE and/or the County must include and identify images and descriptions of any previously identified side scan sonar targets or newly identified bathymetric anomaly targets on an index map.

## **12. Avoidance of Archaeological and Other Resources**

### *Offshore Prehistoric or Historic Resources*

There are no known archaeological resources in Borrow Area C1-B.

If the Parties discover any previously unknown historic or archeological resources while accomplishing the Project, USACE will serve as lead agency under NHPA Section 106. USACE will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places. In the event that the Parties and/or dredge operators discover any archaeological resources while conducting dredging or other bottom-disturbing operations in Borrow Areas C1-B, USACE will immediately and electronically report the discovery to the Marine Minerals Division Chief at BOEM (see contact information above). USACE 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 if further action is required and how best to protect the resource. BOEM will work with USACE, consistent with the provisions in 30 CFR 583.350.

### **13. Project Completion Report**

Consistent with Title IV Provision (D)(15), USACE and/or the County will submit a project completion report to BOEM within 120 calendar days following completion of the activities authorized under this MOA. USACE and/or the County will send this report and supporting materials electronically. The report will contain, at a minimum, the following information:

- the names and titles of the project managers overseeing the effort (as well as the engineering firm (if applicable), and the contractor), including contact information (phone numbers, mailing addresses, and email addresses);
- a narrative including the location, construction costs, and description of the Project, the final, as-built features, boundaries, and acreage, including the restored beach width and length;
- the final total volume of material extracted from the borrow area 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);
- notation that USACE has confirmed that BOEM has received the full set of DQM data, in ASCII files, containing the x, y, z coordinates and time stamp of the cutterhead or drag arm locations;
- a narrative discussing major construction sequences and activities, and, if applicable, any significant problems encountered and solutions implemented;
- a table showing the major types of construction equipment used and the nature of their use by phase of the Project construction (e.g., dredge, booster pumps, bulldozer);
- a list and description of any safety-related issues or accidents reported during the life of the Project, including any circumstances that required exercise of the MEC protocol and detailed after-action information regarding the MEC encounter and application of the MEC protocol. This should include any daily reports and a final summary from the entity handling MEC encounters;
- a narrative and any appropriate information to verify implementation of ECM requirements and describe any environmental monitoring associated with the Project;
- a narrative and any appropriate shapefiles defining areas of the borrow area deemed unsuitable during the course of the Project (if applicable);
- a table listing significant construction dates beginning with bid opening and ending with final acceptance of the Project by USACE;
- digital appendices containing the as-built Project footprint (.shp /.gdb), and bathymetric survey data outlined in Title IV Provision (D)(11) above;
- metadata appropriate to geospatial deliverables; and
- any additional pertinent Project photo or video documentation in high-resolution format.

#### **14. Reporting Compliance**

In addition to a point of contact identified in Title IV Provision (B) for receipt of notifications, USACE will designate in advance of construction a single point of contact (and preferably a back-up contact) who is responsible for facilitation of compliance with all MOA requirements. This person will serve as the Compliance Officer. USACE and / or the County will provide this contact information to BOEM, electronically, at least 30 calendar 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 the County, including through the dispute resolution process identified in Title IV Provision (D)(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, BOEM, USACE, and the County agree to: (1) share all information needed for or generated from the Project, including the sharing of implementation and other applicable schedules and (2) provide such information to the requesting Party as expeditiously as possible, and (3) agree to 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 subject Project 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 prominently mark the information and report as “Confidential” along with providing the basis for the claim of confidentiality. Any cover correspondence submitted with the information or report will likewise note the claim of confidentiality. 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 may be shared without waiving the confidential nature of the material.

The Parties further agree that they will notify the other Parties as soon as possible, 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 requests 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 among the Parties regarding requests for information or the confidential nature of the information requested will be resolved according to applicable law and through the dispute resolution process identified in Title IV Provision (D)(16). With regard to third-party requests for information produced or shared in accordance with this MOA, the request will be addressed in accordance with applicable law. If the Party or individual claiming the information or report is confidential fails to

obtain a timely Court order preventing the release or disclosure of the information, the Party in possession of the information will release it to the extent 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 within seven (7) business days. In the case of (1) a substantial disagreement between BOEM and USACE or between BOEM and the County 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 Party alleging the disagreement or breach will state the area(s) of disagreement or alleged breach in writing and present such statement to the other Parties for consideration. If dispute resolution is not successful within thirty (30) calendar days and if appropriate under 30 CFR 583.330 and 583.350, BOEM may suspend or terminate the Agreement, refer the matter to appropriate Federal or State agency for enforcement, or both. The BOEM Director reserves the right to immediately suspend and subsequently terminate this Agreement per 30 CFR 583.350(b).

## **17. Miscellaneous**

This MOA is not intended to affect any pre-existing or independent relationships or obligations among DOI, USACE, and the County, including any other relationships or obligations between BOEM and USACE, or any other units of DOI or the Department of the Army.

All rights in Borrow Area C1-B not expressly granted to USACE and the County are hereby reserved to BOEM. BOEM reserves the right to authorize other uses in Borrow Area C1-B that will not unreasonably interfere with activities authorized under this MOA. BOEM will allow USACE and the County to review and comment on any proposed authorizations for the use of OCS sand resources in Borrow Area C1-B while this lease is in effect.

Nothing herein is intended to conflict with current BOEM, USACE, or State statutes or regulations. If the terms of this MOA are inconsistent with existing statutes or regulations of any of the Parties entering into this MOA, then those portions of this Agreement 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 after such inconsistency is identified, all necessary changes will be accomplished either by an amendment to this MOA or by entering into a new MOA. Any MOA amendment can be requested in writing by any Party and will not go into effect unless and until the other Party agrees.

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

*[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 MARTIN COUNTY, FLORIDA**

**REGARDING THE USE OF OUTER CONTINENTAL SHELF SAND RESOURCES  
FOR CONSTRUCTION OF THE MARTIN COUNTY SHORE PROTECTION PROJECT**

**BOEM Negotiated Agreement No. OCS-A 05XX**

**Signatory Page**

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Megan Carr, PhD, CPG  
Associate Director  
Office of Strategic Resources  
Bureau of Ocean Energy Management  
Department of the Interior

Date: \_\_\_\_\_

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Brandon L. Bowman  
Colonel, U.S. Army  
District Commander

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

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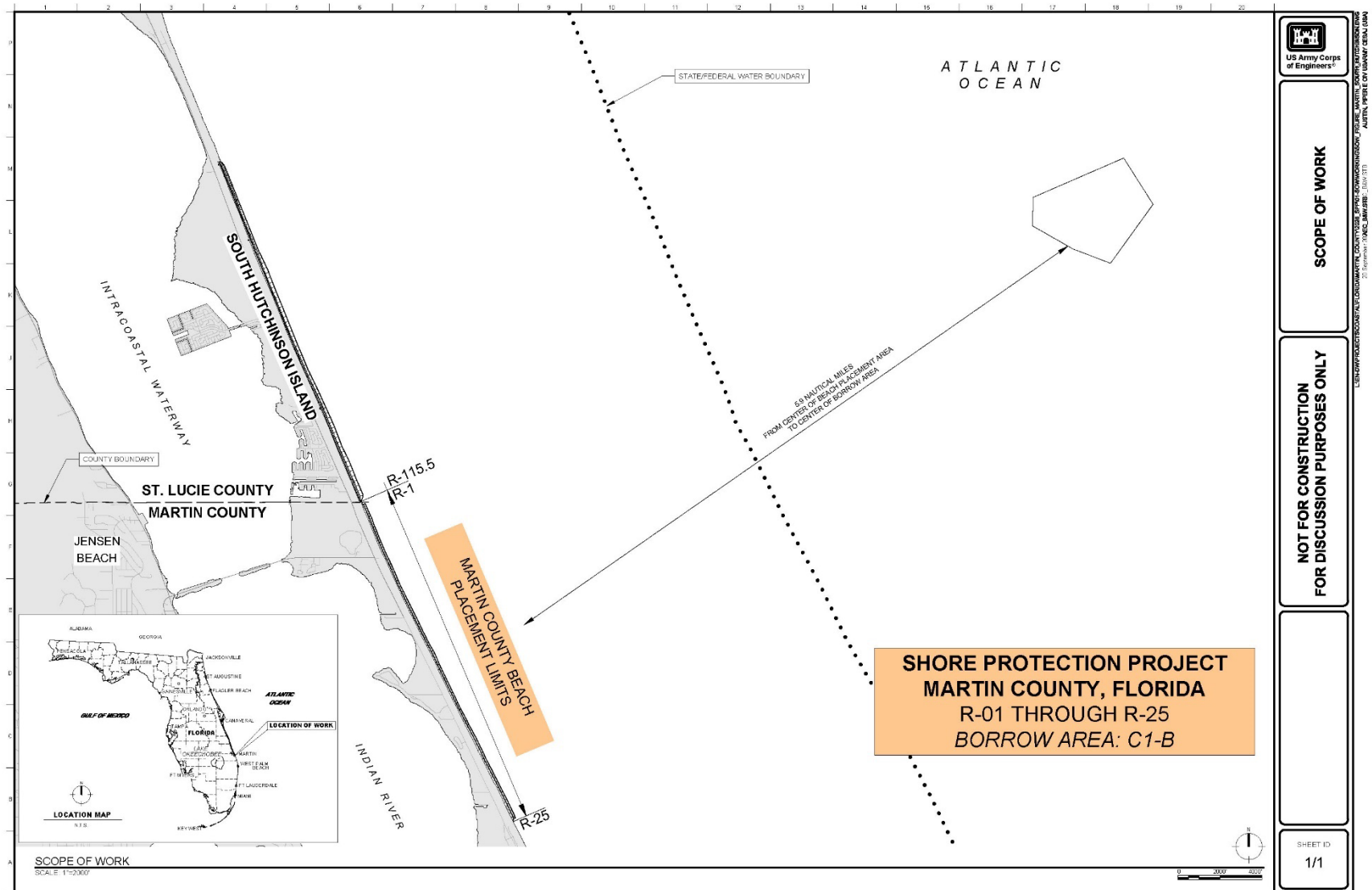
DON G. DONALDSON,  
COUNTY ADMINISTRATOR

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ELYSSE A. ELDER,  
ACTING COUNTY ATTORNEY

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# Attachment 1: Borrow Area Map and Placement Site



Martin County Project and Borrow Area Location Map





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