

**INTERAGENCY COORDINATION AGREEMENT
FOR CIVIL WORKS PROJECTS
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
UNITED STATES ARMY CORPS OF ENGINEERS JACKSONVILLE DISTRICT
UNITED STATES ARMY CORPS OF ENGINEERS MOBILE DISTRICT**

I. Parties, Purposes and Goals

- A. Parties: Florida Department of Environmental Protection (FDEP), United States Army Corps of Engineers Jacksonville District (SAJ), and United States Army Corps of Engineers Mobile District (SAM). SAJ and SAM shall jointly be known as the Corps.
- B. Common Vision: Mutual recognition of the environmental and economic benefits to the State of Florida and the nation associated with planning, designing, constructing, and operating Federal water resource projects that are consistent with Federal law and the State of Florida's environmental regulatory and proprietary requirements.
- C. Goals:
1. Work together cooperatively within the Corps' schedules and budgets and the state's statutory and rule timeframes and requirements during project development and throughout the project lifecycle, to develop and review project designs and process permit applications.
 2. Provide quality service to the taxpayers through the planning and implementation of environmentally sound public works projects and environmental protection and restoration programs.
 3. Fully satisfy appropriate environmental standards and requirements applicable to Corps public works activities covered by this agreement.
- D. Objectives:
1. Establish and maintain close, professional partnership.
 2. Establish better integration of Corps civil works processes with FDEP regulatory, Sovereignty submerged lands, and Coastal Zone Management (CZM) requirements.
 3. Implement effective project coordination at early stages of project development.
 4. Streamline application submittal and processing requirements.
 5. Establish a clear understanding of criteria and parameters for development of specific conditions.
 6. Meet mutual expectations with regard to business processes and regulatory requirements.

II. Acknowledgements

- A. The Corps agrees to apply for and the FDEP is responsible for taking action on the following permits:
1. Joint Coastal Permits (JCPs) issued pursuant to Ch. 161 and Part IV of Ch. 373, F.S.
 2. Comprehensive Everglades Restoration Plan Regulation Act (CERPRA) permits issued pursuant to Section 373.1502, F.S.
 3. Lake Okeechobee Protection Act Permits (LOPA) issued pursuant to Section 373.4595, F.S.
 4. Environmental Resource Permits (ERPs) and Wetland Resource Permits (WRPs) processed by FDEP pursuant to Part IV of Ch. 373, F.S.
- B. For the purposes of this agreement, the term “permit” or “permits” means one of the permit types referenced in Section II. A., the issuance of which constitutes the granting of water quality certification and concurrence with the CZM program. Issuance of such Joint Coastal Permits, Comprehensive Everglades Restoration Plan Regulation Act Permits, Lake Okeechobee Protection Act Permits, Environmental Resource Permits and Wetland Resource Permits constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. Section 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.
- C. The Corps is engaged in its mission in Florida, which includes activities for which water quality certification is required pursuant to 33 U.S.C. Section 1341.
- D. The Corps considers its mission in Florida to include the requirement to be consistent to the maximum extent practicable with the Florida Coastal Zone Management Plan under 16 U.S.C. Section 1456, as defined by 15 C.F.R. §930.32, in accordance with Corps regulations at 33 C.F.R. Parts 335-337. It is the Corps’ position that the state can impose reasonable conditions on water quality certification, consistency concurrence, and other required permits. The Corps contends that “reasonableness” is defined by a comparison to a “Federal standard,” which is the least costly environmentally acceptable alternative consistent with engineering requirements established for the project. Pursuant to Corps regulations, the District Engineer will cooperate to the maximum extent practicable to achieve consistency to the maximum extent practicable with an approved coastal zone management program. 33 CFR 337.2(a). Corps regulations provide that the District Engineer may request the State or local sponsor to pay for costs above the Federal standard. If a state agency attempts to impose conditions or controls which in the District Engineer’s opinion cannot be reasonably accommodated or requires additional conditions or activities above that required for the Federal standard, the project may be referred to Corps headquarters with deferral likely. See 33 CFR § 335-338.
- E. FDEP contends that 33 CFR § 335-338, which includes the “Federal standard”, cannot apply to consistency determinations under the CZMA, and disagrees that there is a

“reasonableness test” different from or in addition to the requirements of the CZMA and NOAA’s implementing regulations, which require that the COE comply with the CZMP to the maximum extent practicable, as defined by 15 C.F.R. § 930.32. FDEP also contends that there is no “irreconcilable conflict” test apart from the requirements of the CZMA and NOAA’s implementing regulations.

- F. Pursuant to Florida Statute 403.061(4), during the feasibility phase of a project, the FDEP’s Office of Intergovernmental Programs serves as the Florida State Clearinghouse for CZM review. The Clearinghouse solicits and coordinates comments from other agencies and regulatory programs within FDEP for the preliminary CZM consistency determination. Once a permit application is submitted, the FDEP’s regulatory program coordinates the CZM review. The FDEP regulatory program solicits and coordinates comments from other agencies and other programs within FDEP for the final CZM consistency determination, which is granted as part of the permit. As stated in II D. above, the Corps agrees to comply with reasonable comments and requirements of the commenting agencies to the maximum extent practicable, as defined by 15 C.F.R. § 930.32, and 33 CFR § 335-338 unless to do so creates an irreconcilable conflict with the Corps’ view of its federal responsibilities.
- G. It is the intent of the parties to coordinate with all involved federal and state agencies to determine if there are mutually acceptable alternatives that would avoid an irreconcilable conflict with the Corps’ interpretation of its federal responsibilities. The parties agree that conditions that are inconsistent with the Corps’ view of its Federal responsibilities shall not be imposed in FDEP permits, but rather, a permit application will be denied and the denial will include alternatives, if any, that would make the project consistent with state requirements. Nothing in this agreement will be construed to imply that the State will issue a permit that does not comply with State requirements.
- H. The parties recognize that the provisions of Section 404(r) of the Clean Water Act could be used for projects with National Environmental Policy Act (NEPA) documents which are approved by Congress. For a project authorized under 404(r), the COE is not required to obtain water quality certification from the state. However, it is not current Corps policy to avail itself of the provisions of 404(r). The parties will make all reasonable efforts to avoid the use of the provisions of 404(r) but recognize that the Corps may consider it necessary in certain cases.
- I. All parties maintain positions regarding their authority and sovereign immunity and do not waive their respective positions by entering into this agreement.
- J. Nothing in this agreement will be construed to imply that the State waives any rights it has to mediation or judicial challenge regarding any requirement under the CZMA.

III. Early Project Coordination

A. General

1. It is the intent of the parties to coordinate with all involved federal and state agencies to determine if there are mutually acceptable alternatives that would avoid an irreconcilable conflict between the State's view of Federal and state requirements and the Corps' view of its federal responsibilities. The goal of including all project requirements into the planning documents and plans and specifications is critical to the success of the parties' respective missions.
2. The parties agree that early participation by, and close coordination among the U.S. Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS), and the Florida Fish and Wildlife Conservation Commission (FFWCC) on listed species protection measures recommended for proposed projects is critical to the success of the parties' respective missions. The parties agree to promote and facilitate such participation and coordination in order to avoid conflicts between federal and state requirements, to the extent possible within the responsibilities and capabilities of the parties. It is the intent of the parties to coordinate with all federal and state agencies to determine if there are mutually acceptable alternatives that would avoid an irreconcilable conflict.
3. As previously stated in II D., the Corps complies with Federal law with regard to protected species and agrees to consider input from and to comply with reasonable requirements of the Florida Fish and Wildlife Conservation Commission for consistency with the FCMP to the maximum extent practicable to the extent that to do so would not create an irreconcilable conflict with the Corps' view of its federal responsibilities.
4. The parties agree to work to identify other agencies that are a part of Florida's Coastal Management Program that may have a heightened interest in a particular project (such as Department of Agriculture and Consumer Services with respect to CERPRA and LOPA projects) early in project development and to promote and facilitate coordination and participation of such agencies to the extent possible within the responsibilities and capabilities of the parties.
5. The parties, within their respective authorities and funding allocations, shall ensure that, for Joint Coastal Permits, 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 FDEP and applicable federal standards. To further the parties' goals for sediment management, the Corps shall provide the FDEP with geotechnical information characterizing the sediments to be dredged and alternative disposal options with projected costs to allow the FDEP to participate in funding alternative disposal options over the least costly method.

6. The goal for obtaining required permits from the State is one year prior to the expected start of the work.

B. New Work

This category of work includes any new project being considered for Federal Involvement. The process normally begins with a series of studies, including reconnaissance and feasibility studies, to determine if Federal involvement is warranted. Project design can begin after the Federal interest is determined. Each project with a Federal interest is also authorized in public law. Construction can begin after the project is authorized (and needed permits are obtained). Project operation and maintenance (O&M) commences when construction is completed. The responsibility for O&M varies from Federal to local depending upon the project type. Navigation projects are typically federally maintained while flood control projects are typically locally maintained.

1. Reconnaissance Phase (Applies to ERP, WRP, and JCP)

Under this phase, there is a reconnaissance study which includes tasks to determine if a proposed project has sufficient merit to warrant moving into more detailed studies prior to authorization of the project. The study includes reconnaissance and assembly of the Project Management Plan (PMP). Reconnaissance is designed to compile the best input in the shortest amount of time. At its conclusion, all potential issues that may derail a project should be identified. Participation by the State is critical to help identify these issues.

- a) At the initiation of the reconnaissance phase the Corps will contact appropriate persons on the contact list (Appendix A) for initial input on the proposed activity. The State will identify any critical issues over which the state has authority to the Corps project manager.
- b) The Corps will include all comments in the Draft Reconnaissance (905b) Report.
- c) A copy of the draft report will be sent to all contacts to ensure their issues are accurately captured.
- d) A copy of the draft report will be provided to the state clearinghouse for interagency review

2. Project Management Plan

The Project Management Plan (PMP) lists all the activities which are required to complete the feasibility phase. Examples of activities are cultural resource surveys, endangered species reports, and seagrass surveys. The PMP has cost estimates, time estimates and identifies who performs the activities. It is critical for the State to participate in its formulation to ensure its issues are fully explored and that any requirements are included prior to funding.

- a) The Corps will include the issues raised by the State in the “issue gathering” phase when planning activities under the PMP.
- b) A template of a typical PMP is included under Appendix B.
- c) The Corps will provide a copy of the current PMP to the contact person at FDEP.

3. Feasibility Phase

The feasibility phase continues the study process to determine Federal Interest in construction of a project. The study efforts include gathering a significant amount of information for engineering, environmental, and economic analysis. The National Environmental Policy Act (NEPA) document is prepared during this phase and is normally incorporated as part of the feasibility report. The entire report is coordinated with the public and numerous Federal, State, and Local agencies. The Project Implementation Report (PIR) phase serves the same function for CERP projects as the feasibility phase.

The State has three mechanisms under which they may participate in this early coordination including the Feasibility Study scoping letter, serving as a Project Delivery Team (PDT) member(s) and serving as a cooperating agency under NEPA.

- a) The Corps will send a Feasibility Study scoping letter to the State Clearinghouse. The State Clearinghouse will provide comments upon receipt of the letter. The Corps will include a copy of the reconnaissance study in the scoping letter when possible.
- b) The State agrees to designate a member to serve on the PDT. Members will be encouraged to attend team meetings when possible, comment on interim products when possible, and express any concerns on resource or regulatory issues. At a minimum State PDT members agree to participate in Feasibility Scoping Meetings (FSM) and the Alternative Formulation Briefings (AFB).
- c) As an additional option the state may elect to be a cooperating agency under NEPA. This will entail attendance at the scoping meeting, in progress reviews on portion(s) of the NEPA document (Environmental Assessment (EA)/Environmental Impact Statement (EIS)), input into project descriptions and alternatives, comments on draft EIS, comments on a response matrix and on the draft EIS and final EIS.

It is the goal of the Corps to submit the permit application when the Draft NEPA document is completed. The draft NEPA document will contain the preferred alternative which will form the basis of the permit application. At the conclusion of the feasibility phase the final NEPA document is approved and a decision document is written (Finding of No Significant Impact/Record of Decision).

It is the ultimate goal to obtain the State authorizations which constitute Water Quality Certification and Coastal Zone Management concurrence when the decision document is completed at the Corps District level. It is recognized that receipt of a

permit during this part of the Federal process may result in the need to apply for a permit modification at a later date due to changes to the project.

4. Design Phase

This phase focuses on preparation of plans and specifications which take into account all pertinent issues identified in the feasibility phase and permitting requirements, and will contain more detailed information on geotechnical data and various required surveys. Occasionally additional studies will need to be done at the request of sponsors, due to the discovery of unknown site conditions, or reevaluations that occur due to new technology.

Plans and specifications will be provided to all state PDT members. Differences between plans and specifications and a permitted project will be identified by the Corps and the Corps will notify FDEP when there are changes in:

- a) Plans for operation of facilities such as water control structures
- b) Dimensions, size or location of proposed work
- c) Ability to adhere to permit conditions
- d) Project Description included in the permit
- e) Monitoring plans
- f) Environmental impacts

If the FDEP determines that a modification to the permit is required, then the Corps shall apply for and obtain the modification. FDEP approval of the modification shall be obtained prior to implementing the change, unless the change is determined by the FDEP to reduce the scope of work from that authorized under the original permit, and will not affect compliance with permit conditions or monitoring requirements.

If the FDEP determines that a modification would affect the consistency concurrence of a partner FCMP agency, the partner agency's concurrence with the modification will be required.

Communication between the Corps and FDEP will occur during the design phase through participation in the PDT, and plans and specifications sent to PDT members via electronic means such as CDs, email, phone, or letters when appropriate.

5. Construction Phase

During the construction phase unforeseen site conditions or other environmental conditions may require that modifications to permits be obtained. The parties recognize that there are significant costs whenever the Corps requests a modification during the construction phase. The FDEP and the Corps will expedite the processing of modifications to the extent possible.

Plans and specifications will be provided to all state PDT members. Differences between plans and specifications and a permitted project will be identified by the Corps and the Corps will notify FDEP when there are changes in:

- a) Plans for operation of facilities such as water control structures
- b) Dimensions, size or location of proposed work
- c) Ability to adhere to permit conditions
- d) Project Description included in the permit
- e) Monitoring plans
- f) Environmental impacts

If the FDEP determines that a modification to the permit is required, then the Corps shall apply for and obtain the modification. FDEP approval of the modification shall be obtained prior to implementing the change, unless the change is determined by the FDEP to reduce the scope of work from that authorized under the original permit, and will not effect compliance with permit conditions or monitoring requirements.

If the FDEP determines that a modification would affect the consistency concurrence of a partner FCMP agency, the partner agency's concurrence with the modification will be required.

C. Operations and Maintenance Projects

Projects included under this category include, for example, maintenance dredging of federal channels and revision of regulation schedules for lakes, canals, and structures. Procedures similar to those described above in Section III.B.5. Construction Phase will apply for renewal of state permits (water quality certification and certification of consistency with the State CZMP) for existing Operations and Maintenance projects with no new project features or significant changes in operation and maintenance activities. Application for renewal of the state permit for a routine Operations and Maintenance project would be submitted one year prior to expiration of the current State permit, with the goal to obtain the renewal permit prior to expiration of the current State permit.

Procedures similar to those described above in Sections III.B.3, Feasibility Phase and III.B. 5. Construction Phase would apply to Operations and Maintenance projects with new project features or significant changes in project operations and maintenance activities. The level of reporting documentation, e.g. Post Authorization Change Report with Congressional approval, PAC with higher level Corps approval, revision to a Dredged Material Management Plan, revision to an Operational Manual, modification of the permit, etc., would be determined depending on the specifics of the change. Regardless of the level of reporting documentation, the Corps will involve the FDEP at the earliest stage of planning to define the issues of concern as described in Section III.B.3.

IV. Permit Application Fees

The Corps contends that the requirement to pay permit application fees is dependent on whether the specific federal law that waives sovereign immunity and requires the Corps to obtain a particular type of permit also waives sovereign immunity as to fees. The parties agree that the Corps will pay permit application fees as follows:

Permit Type	Corps To Pay Application Fee
Joint Coastal Permits issued pursuant to Ch. 161 and Part IV of Ch. 373, F.S.	No
Comprehensive Everglades Restoration Plan Regulation Act permits issued pursuant to Section 373.1502, F.S.	No
Lake Okeechobee Protection Act Permits issued pursuant to Section 373.4595, F.S.	No
Environmental Resource Permits and Wetland Resource Permits pursuant to Part IV of Ch. 373, F.S.	No
*NPDES Generic Permit for Stormwater Discharges From Large and Small Construction Activities pursuant to 403.0885, F.S.	Yes
*NPDES Discharge Permits pursuant to 403.0885, F.S.	Yes
*Underground Injection Control Permits (for aquifer storage and recovery) pursuant to 403.087, F.S.	Yes
*Air Pollution Control Permits Pursuant to 403.087, 403.0872, 403.08725, F.S.	Yes
*Solid Waste Disposal Permits pursuant to 403.704(16), 403.707(1), F.S.	Yes
*Hazardous Waste Disposal Permits pursuant to 403.722(1), F.S.	Yes

* This agreement does not specifically address these permitting programs, but this information is included here for completeness.

V. Permit Application Submittal and Review

A. The parties agree to communicate and coordinate on the anticipated submittal dates of applications. To this end, the Corps agrees to provide FDEP a list of project applications expected to be submitted in the next year, along with the desired date of receipt of the permit. The list shall be updated at least monthly.

- B. The Corps agrees to make every effort to submit permit applications that are well organized, clear and complete in order to facilitate timely and efficient review by FDEP.
- C. FDEP recognizes that engineering drawings and analysis submitted by the Corps as part of a permit application are not subject to the Florida's statutory requirement that the information be signed and sealed by a professional engineer (P.E.) registered in the State of Florida. However, the engineering documents including permit drawings shall be signed, and may be sealed, by a P.E. registered in any state. Professional certification may be required for other portions of the permit application.
- D. The Corps shall make every attempt to submit, as part of the application, the specific requirements that will be included in the plans and specifications for the project (for example, standard specifications) as a method for providing FDEP with the necessary reasonable assurances.
- E. The parties agree that it shall be a goal to minimize requests for additional information (RAI). The parties agree that communication by phone or e-mail will be used as appropriate to resolve minor informational issues that do not warrant a formal RAI.
- F. Weekly or biweekly teleconferences may be held with SAJ and SAM to review and discuss active permit applications.
- G. The parties acknowledge that for Corps maintenance dredging projects the Corps performs preconstruction bathymetric surveys shortly before actual construction and that these surveys may not be available at the time of application for water quality certification. The Corps will send preconstruction surveys prior to the start of construction.

VI. Permit Condition Principles

A. General

- 1 Notwithstanding the different positions reflected in II. D and E. above, the parties agree to work together in good faith in an attempt to resolve any issues concerning permit conditions. The parties agree to follow the dispute resolution procedures contained in this agreement prior to referral to Corps headquarters
2. The parties agree that the state and the Corps have an interest in protecting resources, and agree to work together to agree to mutually acceptable resource provisions related to the project that do not conflict with federal laws. Where necessary, the parties will work with federal resources agencies concerning appropriate resource protections.
3. In the event of a disagreement regarding the acceptability of certain state requirements for a federal project, the parties recognize that a local sponsor may

agree to resolve the dispute by accepting responsibility for meeting such requirements. The parties acknowledge that the Corps' position is that it cannot cost share in requirements agreed to by the local sponsor in a separate agreement with FDEP that is not also part of the permit.

B. Specific Parameters for Permit Conditions

The parties agree that brand name restrictions, e.g. for equipment or materials used, are generally not acceptable but may be included if the parties agree that specification of a brand name is necessary and appropriate and consistent with Federal law.

2. The parties agree that permit conditions should not require the use of a specific contractor or provider of services or supplies.
3. The parties agree that conditions will not require specific licensing of Federal contractors.
4. The parties agree that they will strive to avoid requirements for specific methodology or equipment (such as requiring the use of a cutter head dredge) in order to allow flexibility in the Corps bidding process; however, the parties recognize that there may be situations in which the prohibition of specific equipment may be acceptable.
5. As stated in II.D. above, the Corps agrees that permit conditions requiring reasonable monitoring and testing are generally acceptable.
6. The parties agree that anchorage restrictions should be specifically tailored to resources to be protected (known hard bottoms, sea grass areas, etc.) and are generally acceptable conditions; however, restrictions on anchoring outside of the project limits will be reviewed on a case-by-case basis. (For example, depending on methodology, channel dredging usually requires anchorage outside the channel.)
7. As stated in II.D. above, the Corps recognizes that reasonable restrictions on hours of operation may impact project costs but are generally acceptable conditions.
8. As stated in II.D. above, the Corps agrees that reasonable lighting restrictions are generally acceptable conditions within project boundaries.
9. The Corps agrees that conditions requiring aerial over-flight for environmental protection are acceptable to the extent the Corps contends is allowed by Federal standards. (For example, Federal Aviation Administration and the Department of Homeland Security may regulate such flights.)
10. The parties acknowledge that permit conditions that address direct and indirect effects outside of project boundaries due to the construction, operation or

maintenance of the project may be appropriate. The parties acknowledge that conditions that require work outside of project boundaries may not be within the control of the Corps or may be outside the scope of the Corps' authority.

11. If any conditions required by the State prompt safety concerns, the Corps will provide justification to support their request that the condition be modified. The parties commit to work together to resolve the conflict.
12. The parties agree that early coordination should eliminate the need for conditions requiring notice to proceed from the state prior to construction and agree to avoid such conditions.

C. General Conditions

The parties agree that the general conditions in Appendix C shall be included in permits issued to SAM or SAJ. These conditions shall be enforceable to the extent sovereign immunity has been waived under Federal law.

VII. Operating Permits

The parties recognize that some Corps projects include the construction of structures that will require long-term operation and maintenance. In most cases an entity other than the Corps, usually the local sponsor, will have the responsibility for long term operation and maintenance. For these projects, one of the following approaches may be taken:

- A. The Corps and the local sponsor may be co-applicants for the permit. The conditions of the subsequently issued permit shall clearly indicate which activities are the responsibility of the Corps and which are the responsibility of the local sponsor; or
- B. The Corps may be the permittee, and the permit shall contain a condition that requires that the permit be transferred to the appropriate operation and maintenance entity following project construction.
- C. Separate permits may be issued to Corps (construction) and the local sponsor (operation and maintenance). Ideally, both permit applications would be applied for at the same time.

The parties recognize that operations must meet Federal requirements, and the state, Corps and local sponsor are encouraged to work together to ensure that conflicts are resolved prior to issuance of the operating permit.

VIII. Sovereignty Submerged Lands:

- A. It is the Corps' position that no authorization to use sovereignty submerged lands is required for the projects it constructs because of navigation servitude which extends to its civil works projects under the commerce clause.
- B. The state concurs that certain projects constructed by the Corps in the State of Florida (navigation, flood control, and power generation) fall within one of the federal powers listed in the Sovereign Submerged Lands Act under 43 USC 1311(d) or 43 USC 1314, and, under those provisions, needs no authorization from the Board of Trustees to utilize sovereignty submerged lands. However, under the provisions of the Coastal Zone Management Act (16 USC 1451-1465), the state's position is that this activity requires Florida's concurrence with a determination of consistency with the sovereignty submerged lands provisions of Florida's approved Coastal Management program prior to Federal approval of the proposed activity. For these projects, the state shall include a determination of the consistency with the sovereignty submerged lands provisions of Florida's approved Coastal Management program in permits issued for Corps projects.
- C. For projects not covered in B. above, such as beach restoration and nourishment, it is the FDEP's position that the appropriate form of consent of use is required. Without waiving their respective positions, the parties agree that authorization to use sovereignty submerged lands may be issued to the project local sponsor. The parties recognize that the Corps is concerned that no additional costs be imposed on the Corps, or on the local sponsor that the Corps would be required to cost-share, as part of the authorization. The Corps is also concerned that no additional conditions will be imposed on the federal project or which will interfere with the requirements for local cooperation imposed by federal law on the local sponsor. The intent of the parties is that the state submerged lands process, to the maximum extent allowable under applicable laws, will not add additional cost or time to the process. Nothing in this paragraph waives the state's rights under the Coastal Zone Management Act.
- D. The parties recognize that the State's interests in submerged lands include tracking what submerged lands are being used in order to avoid conflicting uses by other parties. The Corps agrees to provide the State the information the State needs in an agreed upon format.

IX. Compliance and Enforcement

- A. The parties have a mutual interest in protecting environmental resources. Where sovereign immunity has been waived by Congress, State permit and CZMA conditions are part of the Congressional intent to protect those resources. In addition, the parties recognize that non-compliance with permit conditions has resulted in significant adverse environmental impacts and problems in obtaining permits for subsequent projects. Non-compliance can lead to imposition of more extensive, time-consuming or expensive permit conditions on subsequent projects, or permit denial.

- B. In furtherance of the parties' mutual goals, the Corps agrees that it will monitor performance of its contractors for compliance with state permit conditions, and will use all contractual means available to it to ensure compliance with both permit conditions and any corrective actions required by the Corps or FDEP.
- C. If non-compliant activities are observed at the project site by either FDEP or the Corps, the other entity shall be notified by phone or e-mail as soon as practicable.
- D. During the Corps' responsibility determination for prospective contractors, the Corps will coordinate with both the Corps project managers and FDEP about the contractor's past performance in complying with FDEP permit conditions and taking any corrective action required by the Corps or FDEP. The Corps will consider such comments in its determination of responsibility. The Corps will include appropriate provisions in the bid package informing contractors.
- E. On contracts where past performance is an evaluation factor, the Corps will ask both the Corps project managers and FDEP for past performance of contractors in complying with FDEP permit conditions, and taking any corrective action required by the Corps or FDEP. The Corps will consider such comments in its evaluation of past performance of prospective contractors. The Corps will include appropriate provisions in the bid package informing contractors.
- F. Contractor performance will be considered in rating Quality of Work, Contractor Quality Control, Effectiveness of Management, and any other applicable element of contractor performance that is rated. Unsatisfactory performance on one or more of the elements to be rated may be sufficient to justify an overall unsatisfactory rating.
- G. When subcontractors receive a performance rating, the Corps agrees to follow the same procedures for subcontractors.
- H. The Corps agrees, and may state in its specifications, that the Corps may not issue its final performance evaluation of the contractor until it has consulted with Corps project managers and FDEP on the contractor's compliance with FDEP permits or any corrective actions required by the Corps or FDEP for violations of permit conditions.
- I. The Corps agrees, and may state in its specifications, that the contractor's failure to comply with FDEP permit conditions, or to take the corrective action required by FDEP or the Corps, may be considered as a basis for an unsatisfactory performance rating.
- J. The Corps of Engineers agrees that federal law waives sovereign immunity for certain state penalties for Underground Injection Control (aquifer storage and recovery), Air Pollution Control, Solid Waste Disposal, Hazardous Waste Disposal, the state's NPDES Stormwater programs for Point Sources for Construction Activities, and the

State's NPDES permits where applicable. The Corps' position is that the extent of liability for penalties depends on the exact language of the federal law waiving sovereign immunity for penalties in that area.

- K. The standard federal Permits and Responsibilities clause, required in all federal contracts, provides that: "The Contractor shall, without additional expense to the Government, be responsible for ... complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work." The Corps' position is that this contract clause does not waive sovereign immunity of the federal government itself. However, the Corps also agrees that under this contract clause, federal contractors are liable for penalties for violations of State permit conditions.
- L. The Corps agrees to include in its bid package and contract documents a provision advising prospective contractors that failure of any subcontractor to comply with any permit condition for the purposes of this section or perform any required corrective actions may be deemed to be a failure of the contractor to supervise the work and comply with the Permits and Responsibilities Clause.

X. Staff Training

- A. The parties agree to train their respective staffs on the provisions of this agreement within 90 days of its execution.
- B. The parties commit to training each other's staff on agency processes and policies to promote a better understanding of each other's requirements and limitations.

XI. Dispute Resolution

The parties will use the specific dispute resolution agreement, if any, applicable to that work, or, if there is none, then the provisions of this paragraph.

If disputes arise during the permitting coordination outlined in this agreement, the parties shall make all efforts to resolve the dispute at the staff level. If resolution is not reached, the issue shall be elevated within the FDEP and the Corps to the next supervisory level until the dispute is resolved. If an issue has not been resolved after involving the highest level staff, the issue shall be raised to the Secretary of FDEP and the appropriate Corps District Engineer. The parties may also use dispute resolution mechanisms as provided by law.

XII. Superseded Agreements

This Agreement supersedes the 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, dated June 5, 1998.

The parties recognize that as of the effective date of this agreement, many Corps Civil works projects are in various stages of development and permitting. For these projects the parties

agree that the provisions of this agreement will be implemented to the greatest extent practicable.


XIII. Effective Date

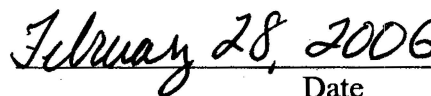
This Agreement shall become effective upon execution by all parties.

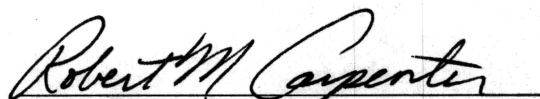
XIV. Termination

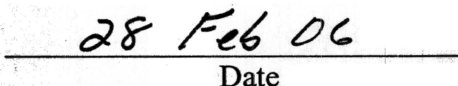
Any party to this Agreement may terminate, with or without cause, its participation hereunder by giving 60 days written notice to all parties. In the event of termination by FDEP, the Corps waives any right to an administrative hearing under Sections 120.569 or 120.57, F.S.


Signatures


Colleen M. Castillo, Secretary
Department of Environmental Protection
State of Florida


Date


Robert M. Carpenter
Colonel, Corps of Engineers
District Engineer, US Army Engineer District Jacksonville


Date


Peter F. Taylor, Jr.
Colonel, Corps of Engineers
District Engineer, US Army Engineer District Mobile


Date

Appendices:

- Appendix A: List of Contacts with the State of Florida
- Appendix B: Project Management Plan Format
- Appendix C: General Conditions

Appendix A: List of Contacts with the State of Florida

Activity Type	Geographical Area	Responsible Office	Contact Name	Contact Title	Telephone Number	E-mail	Mailing Address
CERP	Any County	Office of WQS & Special Projects	Temperince Morgan	Envir. Manager	850-245-8424	Temperence.Morgan@dep.state.fl.us	
LOPA	Any County	Office of WQS & Special Projects	Temperince Morgan	Envir. Manager	850-245-8425	Temperence.Morgan@dep.state.fl.us	
Kissimmee River SF Restoration Project	Any County	Office of WQS & Special Projects	Temperince Morgan	Envir. Manager	850-245-8426	Temperence.Morgan@dep.state.fl.us	
Beach Restoration	Any County	Bureau of Beaches and Coastal Systems	Michael Barnett	Bureau Chief	<u>850-488-7708</u>	Michael.Barnett@dep.state.fl.us	3900 Commonwealth Blvd. M.S. 300 Tallahassee, FL 32399-3000
Beach Renourishment	Any County	Bureau of Beaches and Coastal Systems	Michael Barnett	Bureau Chief	<u>850-488-7708</u>	Michael.Barnett@dep.state.fl.us	3901 Commonwealth Blvd. M.S. 300 Tallahassee, FL 32399-3000
Deep Water Ports	Any County	Bureau of Beaches and Coastal Systems	Michael Barnett	Bureau Chief	<u>850-488-7708</u>	Michael.Barnett@dep.state.fl.us	3902 Commonwealth Blvd. M.S. 300 Tallahassee, FL 32399-3000
Inlet Work**	Any County	Bureau of Beaches and Coastal Systems	Michael Barnett	Bureau Chief	<u>850-488-7708</u>	Michael.Barnett@dep.state.fl.us	3903 Commonwealth Blvd. M.S. 300 Tallahassee, FL 32399-3000
Other Dredging and Restoration	Escambia	Northwest District Main Office	Connie Lasher	Administrator	850-595-8300	Connie.Lasher@dep.state.fl.us	160 Governmental Center Pensacola, FL 32502
Other Dredging and Restoration	Santa Rosa	Northwest District Main Office	Connie Lasher	Administrator	850-595-8302	Connie.Lasher@dep.state.fl.us	162 Governmental Center Pensacola, FL 32502
Other Dredging and Restoration	Okaloosa	Northwest District Main Office	Connie Lasher	Administrator	850-595-8305	Connie.Lasher@dep.state.fl.us	165 Governmental Center Pensacola, FL 32502
Other Dredging and Restoration	Walton	Northwest District Main Office	Connie Lasher	Administrator	850-595-8306	Connie.Lasher@dep.state.fl.us	166 Governmental Center Pensacola, FL 32502
Other Dredging and Restoration	Holmes	Northwest District Main Office	Connie Lasher	Administrator	850-595-8309	Connie.Lasher@dep.state.fl.us	169 Governmental Center Pensacola, FL 32502
Other Dredging and Restoration	Bay	Pamana City Branch Office	Diana Athnos	Environmental Manager	850-872-4375	Diana.Athnos@dep.state.fl.us	2353 Jenks Avenue Panama City, FL 32405
Other Dredging and Restoration	Washington	Pamana City Branch Office	Diana Athnos	Environmental Manager	850-872-4378	Diana.Athnos@dep.state.fl.us	2356 Jenks Avenue Panama City, FL 32405
Other Dredging and Restoration	Jackson	Pamana City Branch Office	Diana Athnos	Environmental Manager	850-872-4379	Diana.Athnos@dep.state.fl.us	2357 Jenks Avenue Panama City, FL 32405
Other Dredging and Restoration	Calhoun	Pamana City Branch Office	Diana Athnos	Environmental Manager	850-872-4382	Diana.Athnos@dep.state.fl.us	2360 Jenks Avenue Panama City, FL 32405
Other Dredging and Restoration	Gulf	Pamana City Branch Office	Diana Athnos	Environmental Manager	850-872-4383	Diana.Athnos@dep.state.fl.us	2361 Jenks Avenue Panama City, FL 32405
Other Dredging and Restoration	Gadsden	Tallahassee Branch Office	Tom Franklin	Envir. Supervisor II	850-488-3705	Thomas.Franklin@dep.state.fl.us	2816 Remington Green Circle Tallahassee, FL 32308-1513
Other Dredging and Restoration	Leon	Tallahassee Branch Office	Tom Franklin	Envir. Supervisor II	850-488-3706	Thomas.Franklin@dep.state.fl.us	2817 Remington Green Circle Tallahassee, FL 32308-1513
Other Dredging and Restoration	Liberty	Tallahassee Branch Office	Tom Franklin	Envir. Supervisor II	850-488-3709	Thomas.Franklin@dep.state.fl.us	2820 Remington Green Circle Tallahassee, FL 32308-1513
Other Dredging and Restoration	Wakulla	Tallahassee Branch Office	Tom Franklin	Envir. Supervisor II	850-488-3710	Thomas.Franklin@dep.state.fl.us	2821 Remington Green Circle Tallahassee, FL 32308-1513
Other Dredging and Restoration	Franklin	Tallahassee Branch Office	Tom Franklin	Envir. Supervisor II	850-488-3713	Thomas.Franklin@dep.state.fl.us	2824 Remington Green Circle Tallahassee, FL 32308-1513
Other Dredging and Restoration	Jefferson(split w/NE District)	Tallahassee Branch Office	Tom Franklin	Envir. Supervisor II	850-488-3714	Thomas.Franklin@dep.state.fl.us	2825 Remington Green Circle Tallahassee, FL 32308-1513
Other Dredging and Restoration	Nassau	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3300	Jim.Maher@dep.state.fl.us	7825 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Duval	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3301	Jim.Maher@dep.state.fl.us	7826 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	St. Johns	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3302	Jim.Maher@dep.state.fl.us	7827 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Flagler	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3303	Jim.Maher@dep.state.fl.us	7828 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Putnam	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3304	Jim.Maher@dep.state.fl.us	7829 Baymeadows Way, Suite B200 Jacksonville, FL 32256

Other Dredging and Restoration	Clay	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3305	Jim.Maher@dep.state.fl.us	7830 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Union	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3306	Jim.Maher@dep.state.fl.us	7831 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Bradford	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3307	Jim.Maher@dep.state.fl.us	7832 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Baker	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3308	Jim.Maher@dep.state.fl.us	7833 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Alachua	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3309	Jim.Maher@dep.state.fl.us	7834 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Levy	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3310	Jim.Maher@dep.state.fl.us	7835 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Gilchrist	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3311	Jim.Maher@dep.state.fl.us	7836 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Columbia	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3312	Jim.Maher@dep.state.fl.us	7837 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Dixie	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3313	Jim.Maher@dep.state.fl.us	7838 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Lafayette	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3314	Jim.Maher@dep.state.fl.us	7839 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Suwannee	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3315	Jim.Maher@dep.state.fl.us	7840 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Hamilton	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3316	Jim.Maher@dep.state.fl.us	7841 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Madison	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3317	Jim.Maher@dep.state.fl.us	7842 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Jefferson(split w/NW District)	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3318	Jim.Maher@dep.state.fl.us	7843 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Taylor	Northeast District Main Office	Jim Maher	Environmental Administrator	904-807-3319	Jim.Maher@dep.state.fl.us	7844 Baymeadows Way, Suite B200 Jacksonville, FL 32256
Other Dredging and Restoration	Marion(split w/SW District)	Central District Office	Dave Herbster	Environmental Administrator	407-894-7555	Dave.Herbster@dep.state.fl.us	3319 Maguire Blvd. Suite 232 Orlando, FL 32803-3767
Other Dredging and Restoration	Lake	Central District Office	Dave Herbster	Environmental Administrator	407-894-7556	Dave.Herbster@dep.state.fl.us	3320 Maguire Blvd. Suite 232 Orlando, FL 32803-3767
Other Dredging and Restoration	Orange	Central District Office	Dave Herbster	Environmental Administrator	407-894-7557	Dave.Herbster@dep.state.fl.us	3321 Maguire Blvd. Suite 232 Orlando, FL 32803-3767
Other Dredging and Restoration	Volusia	Central District Office	Dave Herbster	Environmental Administrator	407-894-7558	Dave.Herbster@dep.state.fl.us	3322 Maguire Blvd. Suite 232 Orlando, FL 32803-3767
Other Dredging and Restoration	Seminole	Central District Office	Dave Herbster	Environmental Administrator	407-894-7559	Dave.Herbster@dep.state.fl.us	3323 Maguire Blvd. Suite 232 Orlando, FL 32803-3767
Other Dredging and Restoration	Osceola	Central District Office	Dave Herbster	Environmental Administrator	407-894-7560	Dave.Herbster@dep.state.fl.us	3324 Maguire Blvd. Suite 232 Orlando, FL 32803-3767
Other Dredging and Restoration	Brevard	Central District Office	Dave Herbster	Environmental Administrator	407-894-7561	Dave.Herbster@dep.state.fl.us	3325 Maguire Blvd. Suite 232 Orlando, FL 32803-3767
Other Dredging and Restoration	Indian River	Central District Office	Dave Herbster	Environmental Administrator	407-894-7562	Dave.Herbster@dep.state.fl.us	3326 Maguire Blvd. Suite 232 Orlando, FL 32803-3767
Other Dredging and Restoration	Marion(split w/SW District)	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6100	Cece.McKiernan@dep.state.fl.us	3804 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Sumter	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6101	Cece.McKiernan@dep.state.fl.us	3805 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Citru	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6102	Cece.McKiernan@dep.state.fl.us	3806 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Hernando	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6103	Cece.McKiernan@dep.state.fl.us	3807 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Pasco	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6104	Cece.McKiernan@dep.state.fl.us	3808 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Pinellas	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6105	Cece.McKiernan@dep.state.fl.us	3809 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Hillsborough	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6106	Cece.McKiernan@dep.state.fl.us	3810 Coconut Palm Dr. Tampa, FL 33619-8318

Other Dredging and Restoration	Manatee	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6107	Cece.McKiernan@dep.state.fl.us	3811 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Sarasota	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6108	Cece.McKiernan@dep.state.fl.us	3812 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	DeSoto	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6109	Cece.McKiernan@dep.state.fl.us	3813 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Hardee	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6110	Cece.McKiernan@dep.state.fl.us	3814 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Polk	Southwest District Office	Cece McKiernan	Environmental Administrator	813-744-6111	Cece.McKiernan@dep.state.fl.us	3815 Coconut Palm Dr. Tampa, FL 33619-8318
Other Dredging and Restoration	Charlotte	Punta Gorda Branch Office	Calvin Alvarez	Environmental Manager	941-575-5810	Calvin.Alvarez@dep.state.fl.us	A-10 Airport Road Punta Gorda, FL 33982
Other Dredging and Restoration	Highlands	Punta Gorda Branch Office	Calvin Alvarez	Environmental Manager	941-575-5811	Calvin.Alvarez@dep.state.fl.us	A-10 Airport Road Punta Gorda, FL 33983
Other Dredging and Restoration	Glades	Punta Gorda Branch Office	Calvin Alvarez	Environmental Manager	941-575-5812	Calvin.Alvarez@dep.state.fl.us	A-10 Airport Road Punta Gorda, FL 33984
Other Dredging and Restoration	Lee	South Disrict Office	Lucy Blair	Environmental Administrator	239-332-6975	Lucy.Blair@dep.state.fl.us	P.O. Box 2549 Ft. Myers, FL 33902
Other Dredging and Restoration	Hendry	South Disrict Office	Lucy Blair	Environmental Administrator	239-332-6976	Lucy.Blair@dep.state.fl.us	P.O. Box 2549 Ft. Myers, FL 33903
Other Dredging and Restoration	Collier	South Disrict Office	Lucy Blair	Environmental Administrator	239-332-6977	Lucy.Blair@dep.state.fl.us	P.O. Box 2549 Ft. Myers, FL 33904
Other Dredging and Restoration	Monroe	Marathon Branch Office	Tania McMillan	Envir. Environmental Manager	305-289-2310	Tania.McMillan@dep.state.fl.us	2796 Overseas Hwy. Marathon, FL 33050
Other Dredging and Restoration	Okeechobee	Port St. Lucie Branch Office	Kim Hefty	Envir. Specialist III	772-398-2806	Kimberly.Hefty@dep.state.fl.us	1801 SE Hilmoor Dr. Suite C-204 Port St. Lucie, FL 34952
Other Dredging and Restoration	St. Lucie	Port St. Lucie Branch Office	Kim Hefty	Envir. Specialist III	772-398-2807	Kimberly.Hefty@dep.state.fl.us	1802 SE Hilmoor Dr. Suite C-204 Port St. Lucie, FL 34952
Other Dredging and Restoration	Martin	Port St. Lucie Branch Office	Kim Hefty	Envir. Specialist III	772-398-2808	Kimberly.Hefty@dep.state.fl.us	1803 SE Hilmoor Dr. Suite C-204 Port St. Lucie, FL 34952
Other Dredging and Restoration	Palm Beach	Southeast District	Vacant	Environmental Administrator	561-681-6600		400 N. Congress Ave. Suite 200 West Palm Beach, FL 33401
Other Dredging and Restoration	Broward	Southeast District	Vacant	Environmental Administrator	561-681-6601		401 N. Congress Ave. Suite 200 West Palm Beach, FL 33401
	Dade	Southeast District	Vacant	Environmental Administrator	561-681-6602		402 N. Congress Ave. Suite 200 West Palm Beach, FL 33401

Appendix B: Project Management Plan Format

U.S. Army Corps of Engineers

Project Management Plan/Program Management Plan (PMP/PgMP) Minimum Content

This reference defines the minimum requirements for Project/Program Management Plans (PMPs/PgMPs). The PMP/PgMP is required to provide the framework so that all team members can work together efficiently. The PMP/PgMP communicates critical project/program information to all interested parties. The PMP/PgMP serves as the planning, communications, and quality management tool for the project. It encompasses all aspects, phases, and resources for the lifecycle of a project. The Environmental Operating Principles (<http://www.hq.usace.army.mil/cepa/envprinciples.htm>) should be considered as a critical component in the planning and execution of the project. The document records endorsement by the PDT. The following items comprise the PMP/PgMP:

- a. **Scope, based on customer need** (project definition, objective, identification of customer(s) and stakeholder(s), description of services to be provided, key products, authority, location, unique customer requirements/concerns stored within P2 as notebook items or other features, etc.). Refer to Project Scope and Customer Requirements Definition – PROC2010.
- b. **Team Identification**; refer to Team Establishment – PROC2020.
- c. **Critical Assumptions and Constraints**. Critical assumptions are considered to be true at the time the PMP/PgMP is written/updated and if changed, could cause major impact to the project. Constraints are items that limit the PDT's options.
- d. **Work Breakdown Structure (WBS)**. Specifies the task and subtask necessary to fulfill the objectives of the project. Refer to Activity/Schedule Development – PROC2030
- e. **Funding** (sources, available budget, customer requirements for requesting/receiving funds and reporting of expenditures, resource estimates). Refer to Resource Estimate Development – PROC2040
- f. **Schedule** (schedule in Project Manager™, continuously maintained to show actual completion status and show how schedule will be progressed). Refer to Activity/Schedule Development – PROC2030 and Project Execution and Control – PROC3000.
- g. **Project Quality Control Plan and Objectives** (customer expectations, applicable Quality Management Plans, criteria and regulations) Refer to Quality Management Plan – REF8008G.

h. Acquisition Strategy. Refer to Project Delivery Acquisition Strategy – PROC2050.

i. Risk Analysis. Refer to Risk Management Plan – REF8007G.

j. SOH hazard analysis and monitoring. Refer to Safety and Occupational Health Plan – REF8016G.

k. Change Management Plan – REF8009G (Schedule/cost risk analysis, thresholds, how cost growth and other changes to the plan will be approved, what changes require customer re-approval). Refer to Change Management – PROC3010.

l. Communications Strategy - how the team will communicate with the customer(s) and each other, customer's requirements for status reporting. Refer to Communications Plan – REF8006G.

m. Value Management. Refer to Value Management Plan - REF8023G.

n. Closeout Plan. Refer to Activity/Project/Program Closeout – PROC4000.

o. Approvals. Refer to PMP/PgMP Approval – PROC2070 . Page may include signatures of the PM and the customer(s) and may be electronic.

Additional information may be found at:

http://bp.usace.army.mil/Robo/BIN/Robo.dll?mgr=agm&tpc=%2Frobo%2Fprojects%2Fpmbp_manual%2Fpages%2Findex.html&wnd=PMBP_Manual%7CPMBP%20Manual&agt=wsm&ctxid=

Appendix C: General Conditions

GENERAL CONDITIONS

1. This permit, including its general and specific conditions, must be construed in light of the [date] Interagency Cooperative Agreement for Civil Works Projects (ICA) between the Department and the Corps. As recognized in the ICA, the Department has the authority to include reasonable conditions in this permit. All of the conditions in this permit, both general and specific, are enforceable to the extent sovereign immunity has been waived under 33 U.S.C. §§ 1323 and 1344(t). The ICA is incorporated herein by reference.
2. 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 changes in:
 - a) operational plans;
 - b) project dimensions, size or location;
 - c) ability to adhere to permit conditions;
 - d) project description included in the permit;
 - e) monitoring plans.

If the Department determines that a modification to the permit is required then the Corps shall apply for and obtain the modification. Department approval of the modification shall be obtained prior to implementing the change, unless the change is determined by the Department to reduce the scope of work from that authorized under the original permit, and will not effect compliance with permit conditions or monitoring requirements.

3. 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) a description of and cause of noncompliance;
 - b) the period of noncompliance, including dates and times;
 - c) impacts resulting or likely to result from the non-compliance;
 - d) steps being taken to correct the non-compliance; and
 - e) the 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 with respect to any non-compliance.

4. The Corps shall obtain any applicable licenses, permits, or other authorizations 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.
5. Nothing herein conveys to the Corps or creates in the Corps any property right, any interest in real property, any title to land or water, constitutes State recognition or acknowledgment

of title, or constitutes authority for the use of Florida's sovereign submerged lands seaward of the mean high-water line or an established 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.

6. 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.
7. Nothing herein authorizes any entrance upon or activities on property which is not owned or controlled by the Corps or local sponsor, or conveys any vested rights or any exclusive privileges.
8. This document or a copy thereof, complete with all conditions, attachments, modifications, and time extensions shall be kept at the work site of the authorized activity. The Corps shall require the contractor to review this document prior to commencement of the authorized activity.
9. 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.
10. 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.

If historic or archaeological artifacts such as, but not limited to, Indian canoes, arrow heads, pottery or physical remains, are discovered at any time on the project site, the Corps shall immediately stop all activities in the immediate area which disturb the soil and notify the Department and the State Historic Preservation Officer. In the event that unmarked human remains are encountered during permitted activities, all work shall stop in the immediate area and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

12. Within a reasonable time after completion of construction activities authorized by this permit, 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.