



BOARD OF COUNTY COMMISSIONERS

DATE: June 18, 2013

AGENDA ITEM NO. 9

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature 


Subject:

Cooperative Agreement with the U. S. Army Corps of Engineers for the Repair and Restoration of Treasure Island Beach
PID No. 000048A/2069

Department:

Department of Environment & Infrastructure 

Staff Member Responsible:

Richard Coates, Director 
Transportation and Stormwater

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE THE AGREEMENT WITH THE U. S. ARMY CORPS OF ENGINEERS (USACE) FOR THE REPAIR AND RESTORATION OF TREASURE ISLAND BEACH, AND AUTHORIZED THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST.

Summary Explanation/Background:

Due to Tropical Storm Debby, in August 2012, the County requested supplemental emergency funding to repair our federally authorized shore protection projects of Sand Key, Treasure Island and Long Key. Funds were only approved for one beach on Treasure Island. The subject agreement sets forth the responsibilities of the County and the United States Army Corps of Engineers (USACE) for use of \$2,401,800 appropriated by Congress to replace 41,500 cubic yards of sand that were lost along Sunset Beach on Treasure Island. This agreement does not require a non-federal funding match.

Although not part of this agreement, the USACE and State recognized the need for additional funding to complete a full nourishment of Treasure Island. An additional Federal contribution of \$5,642,400 was recently approved along with \$2 million of State funds through the 2013 legislative session. These amounts plus a \$2 million County match will provide about \$12 million for a full nourishment project scheduled to be advertised in July 2013 with construction starting as early as September 2013. Prior to construction, the County will need to provide about a 40% non-federal match (\$3.8 - \$4 million) of the total project costs excluding the \$2,401,800 of emergency funds. Funds for the non-federal match will be provided from the Tourist Development Tax. A State grant agreement to reimburse the County for 50% of the non-federal contribution is expected to come before the Board later this year.

Fiscal Impact/Cost/Revenue Summary:

\$2,401,800 USACE funding.
No County funds are required for this agreement.

Exhibits/Attachments Attached:

Contract Review Transmittal
Cooperation Agreement
Federal Assistance Letter

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Cooperation Agreement with U.S. Army Corps of Engineers & Pinellas County for the Beach Restoration of Treasure Island due to T.S. Debby, 000048A/2008

CONTRACT NO.: N/A

ESTIMATED EXPENDITURE / REVENUE: \$2,401,800 (Corp)
(Circle or underline appropriate choice above.) \$0 (County)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and forward to the next Review Authority on the list, skipping any authority marked "N/A." Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: DEI Andy Squires Kelli Levy Richard Coates, P.E.	5/20/2013 5/21/13 5-22-13	JB KHL MC	None n/a	
Clerk's Finance: Cassandra Williams	5/24/13	CW		
Risk: Virginia Holscher Rec'd 5/28	5/28/13	get memo for VEH	Public Entity to Public Entity	
OMB: Eric Naughton	5/31	EN		
Legal: David McCreary AATF	6/3	DM		
DEI Executive Director: David E. Scott, P.E.	6/4	DES		

Please return to Trina Shisler, DEI, ext. 45316

All inquiries should be made to Andy Squires, DEI, ext 44633

**COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
and
PINELLAS COUNTY, FLORIDA
for
REHABILITATION OF THE PINELLAS COUNTY, FLORIDA,
SHORE PROTECTION PROJECT
AT TREASURE ISLAND**

THIS AGREEMENT, entered into this _____ day of _____, 2013, by and between the Department of the Army (hereinafter referred to as the "Government") represented by the District Engineer, Jacksonville District, U.S. Army Corps of Engineers, and Pinellas County, Florida (hereinafter referred to as the "Public Sponsor"), represented by its Board of County Commissioners.

WITNESSETH THAT:

WHEREAS, the Government constructed a Hurricane/Shore Protection Project (hereinafter referred to as the HSPP) authorized by Section 101 of the River and Harbor Act of 1966, Public Law 89-789, as modified by Section 501(b) of the Water Resources Development Act of 1986, Public Law 99-662, and governed by the Project Cooperation Agreement dated 7 April 1995 and entitled Project Cooperation Agreement Between the Department of the Army and Pinellas County, Florida for Continued Federal Participation in the Pinellas County Shore Protection Project at Sand Key, Treasure Island and Long Key which remains in full effect;

WHEREAS, pursuant to 33 U.S.C. 701 n, the Government is authorized to assist in the repair and restoration of any federally authorized hurricane or shore protective structure damaged or destroyed by wind, wave, or water action of other than an ordinary nature;

WHEREAS, via written correspondence, the Public Sponsor has requested the Government to repair or restore the HSPP which was damaged by wind, wave, or water action of an other than an ordinary nature, in accordance with 33 U.S.C. 701 n, and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the HSPP Rehabilitation Effort in accordance with the terms of this Agreement;

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean providing a single beach fill placement of approximately 41,500 cubic yards of fill, extending from Florida Department of Environmental Protection monument R-137 to R-143, as generally described in a report entitled Project

Information Report Rehabilitation Effort for the Pinellas County Shore Protection Project Treasure Island Segment, Florida prepared by the District Engineer, U.S. Army Engineer District Jacksonville, dated 28 January 2013 and approved by the Director of Contingency Operations, Homeland Security on 28 March 2013;

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government directly related to construction of the Rehabilitation Effort. Such term shall include, but is not necessarily limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XII. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor-preferred alternatives; periodic nourishment under the project authorization; or the costs of lands, easements, rights-of-way, borrow, or relocations.

C. The term "betterment" shall mean the design and construction of a Rehabilitation Effort feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using funds provided by the Public Sponsor, shall expeditiously construct the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on all solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the HSPP.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to 0 percent of Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of Rehabilitation Effort costs under this Agreement unless the

expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, the HSPP, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program and the Local Cooperation Agreement cited above.

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Project and the Rehabilitation Effort. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Project and the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$2,401,800 and the Public Sponsor's share (cash and services in kind) of Rehabilitation Effort costs is currently estimated to be \$0. In order to meet the Public Sponsor's cash payment

requirements, the Public Sponsor must provide a cash contribution estimated to be \$0. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Jacksonville" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of total Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total project costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V - CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI - OPERATION AND MAINTENANCE

A. The Public Sponsor maintains responsibility for operating and maintaining the HSPP at all times. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall operate and maintain the HSPP, to include those areas restored by the Rehabilitation Effort, at no cost to the Government, in accordance with specific directions prescribed by the Government in Engineer Regulation 500-1-1 and any subsequent amendments thereto and other applicable authorities.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the HSPP for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the HSPP. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the Project for the purposes of completing, operating, and maintaining the project, or to deny further assistance under Public Law 84-99. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII - RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X - COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI - TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort and the HSPP. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the HSPP or the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article XI of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the HSPP (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the HSPP in a manner that will not cause liability to arise under CERCLA.

ARTICLE XIII - NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Pinellas County Department of
Environment and Infrastructure
Attn: Coastal Manager
22211 US 19 N
Clearwater, Florida 33765

If to the Government:

District Engineer
Jacksonville District
701 San Marco Blvd.
Jacksonville, Florida 32207

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

PINELLAS COUNTY, FLORIDA
By and Through its Board
Of County Commissioners

BY: _____
Colonel Robert M. Carpenter
District Engineer
Jacksonville District

BY: _____
Kenneth T. Welch
Chairman

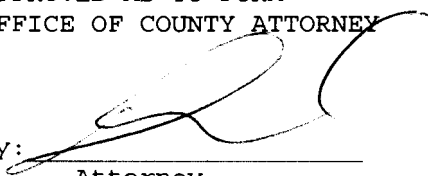
DATE: _____

ATTEST
KEN BURKE, Clerk

By: _____

(SEAL)

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By:  _____
Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


DATED this _____ day of _____, 20____.

Kenneth T. Welch
Chairman
Pinellas County Board of County Commissioners

ATTEST: Ken Burke, Clerk

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____

By: _____
Attorney

**BOARD OF COUNTY
COMMISSIONERS**

Nancy Bostock
Neil Brickfield
Susan Latvala
John Morroni
Norm Roche
Karen Williams Seel
Kenneth T. Welch



August 15, 2012

U.S. Army Corps of Engineers
Jacksonville District
ATTN: CESAJ-OD-E
701 San Marco Blvd.
Jacksonville, Florida 32207

Re: U.S. Army Corps of Engineers Public Notice dated July 30, 2012
Coastal Storm Damage Due to Tropical Storm Debby

To Whom It May Concern:

In response to the above referenced Public Notice, Pinellas County – the Local Sponsor of the Pinellas County Shore Protection Project (PCSP) – respectfully submits this request for supplemental funding for rehabilitation assistance due to coastal storm damage in accordance with the published notice.

Project Name:

Pinellas County Shore Protection Project at Sand Key, Treasure Island, and Long Key.


Damaged Section Location:

Continuously from the northern end of Sand Key (at Clearwater Pass) south to the southern end of Long Key (at Pass-a-Grille Pass).

A post-storm field observation report from June 25 and June 26, 2012 by the University of South Florida (USF) depicting the erosion damage along the length of the project is enclosed. USF also completed a sand volume change assessment analysis report based on 145 beach profile surveys taken immediately before and after Tropical Storm Debby along the entire project length. The volume change report and the survey data were previously submitted and should be on file with your office.



Sincerely,

A handwritten signature in cursive script that reads "Andrew P. Squires".

Andrew P. Squires
Pinellas County Coastal Manager

cc: Robert S. LaSala, County Administrator
David Scott, P.E., Executive Director, DEI
Sally Bishop, Director, Emergency Management
Jorge Quintas, P.E., Division Director, DEI
Ivan Fernandez, P.E., Section Manager, DEI

Encl: USF report