



July 29, 2002

Mr. John Studt, Chief
South Permits Branch
U.S. Army Corps of Engineers
400 N. Congress Ave., Suite 130
West Palm Beach, Florida 33401

HAND DELIVERED

Dear Mr. Studt:

SUBJECT: MEMORANDUM OF UNDERSTANDING FOR PALM BEACH COUNTY'S SOUTH LOXAHATCHEE SLOUGH RESTORATION PROJECT - THE INITIAL OFFSITE MITIGATION AREA FOR JUPITER FARMS AND PALM BEACH COUNTRY ESTATES; THREE SETS OF ORIGINALS FOR SIGNATURE BY THE U.S. ARMY CORPS OF ENGINEERS

Enclosed, please find 3 original Memorandum's of Understanding (MOU's) for Palm Beach County's South Loxahatchee Slough Restoration Project, the initial offsite mitigation area for Jupiter Farms and Palm Beach Country Estates. These MOU's have been approved and executed by the Palm Beach County Board of County Commissioners, and are now ready to be executed by the U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP).

Please have the appropriate representative for the USACE execute all 3 originals, as indicated by the "sign here" flags. Once this has been done, please forward all 3 originals to Mr. Tim Rach, Program Administrator, FDEP, 400 N. Congress Ave., West Palm Beach, Florida 33416. Please ask Mr Rach to have all 3 originals executed by the appropriate representative for the FDEP. One fully-executed original should then be returned to you, another should be sent to me at the address noted above, and one should be retained by the FDEP.

Should you have any questions concerning this matter, please contact me at 561/233-2400 or Sandra Mann at 561/233-2489.

Sincerely,

Richard E. Walesky, Director
Environmental Resources Management

REW:JVA:slm
Enclosures (3)

cc (w/o enclosures): Mary Murphy, FDEP
Tim Rach, FDEP

Department of Environmental Resources Management

3323 Belvedere Road, Building 502
West Palm Beach, FL 33406-1548

(561) 233-2400

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Palm Beach County Board of County Commissioners

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
THE U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT,
AND PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
REGARDING MITIGATION FOR JUPITER FARMS AND PALM BEACH
COUNTRY ESTATES**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the MOU) is entered into by the Florida Department of Environmental Protection (hereinafter the "DEPARTMENT"), the U.S. Army Corps of Engineers, Jacksonville District (hereinafter the "CORPS"), and Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, through its Department of Environmental Resources Management (hereinafter the "COUNTY"). In consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I. BACKGROUND AND OBJECTIVE

(1) The parties desire to site wetland mitigation projects in locations that are regionally significant and beneficial to the establishment of high-quality, uninterrupted habitat(s) linking other natural and preserved areas, such as the West Palm Beach Water Catchment Area, Loxahatchee Slough, Jonathan Dickinson State Park, Pal Mar lands, J.W. Corbett Wildlife Management Area, and Dupuis Reserve.

(2) Under section 373.4135, Florida Statutes (F.S.), the Department has been directed to participate in and to encourage the establishment of public off-site regional mitigation areas.

(3) The off-site mitigation can facilitate the restoration, enhancement, and long-term management of lands contained within the South Loxahatchee Slough Restoration Project (hereinafter SLSRP), a 780 acre undeveloped predominately wetland parcel lying south of PGA Boulevard, north of the Bee Line Highway, and west of the eastern leg of the C-18 Canal.

(4) The COUNTY currently administers a natural areas preservation program which includes the restoration, enhancement, long-term management and monitoring of lands in SLSRP, and other areas in Palm Beach County, using mitigation contributions, as well as other public sources of revenue.

(5) The DEPARTMENT and CORPS may consider preservation in combination with creation, restoration, or enhancement and management of ecological communities as mitigation for adverse impacts associated with activities authorized pursuant to Part IV of Chapter 373, Florida Statutes, and Section 404 of the Clean Water Act.

(6) The DEPARTMENT and CORPS agree to use SLSRP as the initial off-site mitigation area for adverse impacts that occur from activities regulated by the DEPARTMENT in Jupiter Farms

and by the CORPS in Jupiter Farms and Palm Beach Country Estates. Both the DEPARTMENT and the CORPS have developed mechanisms to streamline permitting in Jupiter Farms and Palm Beach Country Estates. This MOU is intended to be used in conjunction with a Noticed General Permit in rule 62-341.476, Florida Administrative Code (F.A.C.), for single family residences in Jupiter Farms, and CORPS permits for residential fill in Jupiter Farms and Palm Beach Country Estates identified as Regional General Permits SAJ-77 and SAJ-78, respectively. The DEPARTMENT and CORPS agree that the SLSRP has the capability of providing mitigation for 151.9 acres of wetland impacts within Jupiter Farms and Palm Beach Country Estates.

ARTICLE II. PURPOSE

(7) The purpose of this MOU is to delineate the rights and responsibilities of the parties to this MOU with respect to the County's receipt and use of financial contributions from mitigation for activities authorized pursuant to Part IV of Chapter 373, Florida Statutes and Section 404 of the Clean Water Act for the restoration, enhancement, and long-term management of lands within SLSRP. This MOU shall apply to SLSRP financial contributions directed to the COUNTY by the DEPARTMENT and the CORPS prior to execution of this MOU, as well as contributions collected and utilized after execution of this MOU.

ARTICLE III. COUNTY RESPONSIBILITIES

(8) The COUNTY shall execute the South Loxahatchee Slough Restoration Plan (hereinafter the "PLAN"), attached as Exhibit I and incorporated herein. The PLAN provides: 1) A description of the work that will be conducted on the site and a timeline for completion of such work; 2) A timeline for obtaining any required environmental resource permit; 3) The environmental success criteria that the project must achieve; 4) The monitoring and long-term management requirements that must be undertaken for the project; 5) An assessment of the project in accordance with section 373.4136 (4)(a) – (i), F.S.; and 6) A designation of the entity responsible for the successful completion of the mitigation work.

(9) The COUNTY is authorized to receive and use financial contributions from permit applicants and enforcement actions as mitigation for wetland impacts associated with a single family residence (not by a corporation, partnership, or other business entity) as authorized by the DEPARTMENT or CORPS. The geographic area for which the SLSRP may be used as mitigation is limited to the Jupiter Farms and Palm Beach Country Estates subdivisions as described in Exhibit II. Such contributions will be used for enhancement, restoration and long-term management and monitoring of mitigation lands within SLSRP. For the purpose of this MOU, the term "mitigation lands" shall mean those lands within the SLSRP used to provide mitigation for those wetland impacts associated with mitigation funds received by the COUNTY pursuant to this MOU.

(10) The COUNTY shall manage the mitigation lands within SLSRP in perpetuity for the purpose of preserving and maintaining the environmentally sensitive habitat and protecting the endangered wildlife and plant species found on the property.

(11) The COUNTY shall maintain ordinances, codes and policies sufficient to ensure that the mitigation lands within SLSRP are preserved, restored and maintained, in perpetuity, as part of the COUNTY's Natural Area System, and in accordance with Paragraph 10 of this Article, the PLAN, and the ordinances and various other documents associated with the issuance of the bonds utilized to purchase the property being used for mitigation.

(12) Prior to the initiation of earthwork, including, but not limited to, mechanized land clearing, scrape down and the plugging and/or filling of canals, the COUNTY shall obtain all appropriate and necessary Federal and State permits.

(13) All mitigation funds shall be paid to the order of the COUNTY for wetland impacts in Jupiter Farms or Palm Beach Country Estates and shall be deposited into the COUNTY'S South Loxahatchee Slough Wetland Restoration Fund. Mitigation funds deposited into this fund shall be disbursed only for restoration, enhancement, and long-term management and monitoring activities within SLSRP under the terms of this MOU.

(14) If this MOU is terminated for any reason, all unspent money in the COUNTY'S South Loxahatchee Slough Wetland Restoration Fund which is not required for the perpetual management and monitoring of restored SLSRP lands shall be contributed to a suitable mitigation project within the same watershed as SLSRP, as approved by all parties to this MOU. The COUNTY shall not be subject to the full-cost-accounting provision of section 373.414(1)(b)(1), F.S., under this MOU per the criteria outlined in section 373.4135(7), F.S. Funds will be disbursed by the COUNTY for all activities to be undertaken as part of the PLAN.

(15) The COUNTY shall maintain accounting records for SLSRP disbursement funds that conform with generally accepted accounting principles which, at a minimum, shall include, and not be limited to, a cash receipt journal, cash disbursement journal, general ledger, and such subsidiary ledgers as deemed reasonably necessary. The cash receipt and disbursement journals and any subsidiary ledgers shall identify the date of payment, payee, permit number or enforcement action number requiring mitigation in the SLSRP, and purpose of each disbursement, with sufficient detail to demonstrate that each disbursement was within the scope of the SLSRP. The County shall also maintain a general ledger, which shall include the permit application or enforcement number, date of permit issuance or enforcement resolution, the development (Jupiter Farms or Palm Beach Country Estates), the permitting entity (i.e. the DEPARTMENT or the CORPS), the number of acres of wetland impact that require mitigation from SLSRP, and the remaining balance of the mitigation available within the SLSRP, as payments are received. The inclusion of permit and site-related information (i.e., permitting agency name, permit number or enforcement action number, date of permit issuance or enforcement resolution, number of acres required for mitigation, and the development in which the project site is located) in the COUNTY's records shall be contingent upon the applicant and/or permitting agency providing the required information to the COUNTY.

(16) The COUNTY shall provide the DEPARTMENT and CORPS access to all of its records ~~which relate to the implementation of this MOU, and agrees to provide assistance as may be necessary to facilitate review of the records by the parties in order to ensure compliance with~~

accounting and financial standards. In addition to the rights of the parties under chapter 119 of the Florida Statutes, the parties shall have the right to access all such records for not less than five (5) years after submittal of the associated financial report (as referenced in Paragraph (28) of this MOU) to the DEPARTMENT and CORPS.

(17) The parties agree to meet, at a minimum, semi-annually for the first year and annually thereafter, to review the progress and status of enhancement, restoration, and long-term management and monitoring of SLSRP mitigation lands. The first meeting shall be scheduled within two (2) months of receipt of the first semi-annual financial report by the DEPARTMENT and CORPS. The COUNTY shall also notify and meet with the DEPARTMENT and CORPS when the number of mitigation acres remaining in the SLSRP first reaches the 20-acre level.

(18) In the event that the COUNTY is unable to obtain sufficient funding (whether from mitigation fees, grants, bond funds and/or other sources) to fully implement the PLAN, the COUNTY shall only be obligated to complete those activities necessary to provide adequate mitigation for wetland impacts associated with those mitigation funds already received by the COUNTY. Those activities shall be completed within three (3) years of the County's receipt of the mitigation payment. However, the County shall remain responsible for performing the perpetual management obligation on those mitigation lands under paragraphs (10) and (11) of this MOU.

ARTICLE IV. DEPARTMENT AND CORPS RESPONSIBILITIES

(19) When consistent with the provision of the applicable statutes and rules of the agency processing a permit application or enforcement action under the corresponding DEPARTMENT state permit under Part IV of Chapter 373, Florida Statutes, or CORPS permit under Section 404 of the Clean Water Act, the parties agree to accept contributions of mitigation funds that shall be paid to the order of and deposited by the COUNTY into the South Loxahatchee Slough Wetland Restoration Fund to be used solely for the enhancement, restoration, and long-term management and monitoring of mitigation lands within SLSRP, pursuant to the PLAN. The money shall not be used for such things as constructing tool and storage sheds, roads, parking lots, recreation facilities, nature trails, and boardwalks, or purchasing heavy mechanical equipment, or for other infrastructure or purposes not directly related to actually implementing the enhancement, restoration, creation, monitoring, and long-term management activities. The DEPARTMENT and CORPS shall have sole responsibility for determining whether a contribution of funds to SLSRP is appropriate mitigation for a particular permitted impact under its applicable statutes and rules. Determination of the amount of mitigation and the corresponding monetary contributions required of an applicant for a permit is the sole responsibility of the agency issuing the permit.

(20) Contributions of mitigation or enforcement funds to the COUNTY for SLSRP shall only be for wetlands that are impacted within Jupiter Farms or Palm Beach Country Estates, within Palm Beach County.

(21) The DEPARTMENT and CORPS agree that the mitigation funds anticipated to be received by the COUNTY under this MOU would not provide sufficient funding to complete the PLAN. The DEPARTMENT and the CORPS will not object to the COUNTY'S pursuit of supplemental funding, including grants, to fully implement the PLAN. If, however, the amount of funds received exceeds the amount needed to fully implement the PLAN, the COUNTY shall immediately notify the DEPARTMENT and the CORPS so that the parties to this MOU may determine future appropriate uses of the money, which must be directly related to offsetting the adverse effects to water quality and wetland functions from development within Jupiter Farms and Palm Beach Country Estates.

(22) The DEPARTMENT and CORPS agree to copy the COUNTY on any permits or enforcement actions that include financial contributions to SLSRP. All permits or enforcement documents shall clearly indicate the wetland impact acres being mitigated by financial contribution to SLSRP.

(23) The DEPARTMENT and CORPS agree to a timely review of all financial and restoration monitoring reports submitted by the COUNTY.

ARTICLE V. KEY OFFICIALS

(24) **THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION:** The Secretary of the DEPARTMENT, or authorized designee, will review and approve all activities set forth in this MOU, and will exercise the authority on behalf of the DEPARTMENT to approve implementation of cooperative projects in accordance with the conditions contained herein. The Environmental Administrator of the Water Management Division, Southeast District, shall act as the authorized technical representative for the DEPARTMENT with regard to the technical scope of this MOU.

(25) **THE U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT:** The District Engineer, or authorized designee, will review and approve all activities set forth in this MOU, and will exercise the authority on behalf of the CORPS to approve implementation of cooperative projects in accordance with the conditions contained herein. The Chief of Regulatory Division shall act as the authorized technical representative for the Corps of Engineers with regard to the technical scope of this MOU.

(26) **THE PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT:** The Chair of the Palm Beach County Board of County Commissioners, or authorized designee, will review and approve all activities set forth in this MOU, and will exercise the authority on behalf of the COUNTY to approve implementation of cooperative projects in accordance with the conditions contained therein. The Director of the Department of Environmental Resources Management is the authorized technical representative for the COUNTY with regard to the technical scope of this MOU.

(27) Each party shall provide written notice to all parties of any change in authorized technical representative or representative authorized to receive service of notice under this MOU within four (4) weeks of such change.

ARTICLE VI. REPORTS

(28) The COUNTY shall submit semi-annual financial reports to the DEPARTMENT and CORPS for the periods of January 1 to June 30 and July 1 to December 31 of every year. These reports shall be in the spreadsheet format contained in Exhibit III, or an equivalent. The financial reports shall at a minimum, identify all monies received and all monies disbursed pursuant to this MOU as well as fund balances. The reports shall be submitted by February 15 and August 15 of every year.

(29) In addition, the COUNTY shall submit annual status reports on restoration, enhancement, maintenance and monitoring activities as specified in the "Monitoring, Maintenance, and Reporting" section of the PLAN, by February 15 of each year. Annual status reports shall be submitted together with the financial status report, as well as any monitoring required by the state and federal permits, in lieu of separate reports that may currently be required. All reports shall be submitted until such time as all parties agree to discontinue reporting. The first report will be due on February 15 of the year following execution of this MOU.

ARTICLE VII. ANNUAL BUDGETARY FUNDING

(30) This MOU and all obligations of the COUNTY hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

ARTICLE VIII. AMENDMENT

(31) This MOU may be modified by written amendment upon agreement of all parties.

ARTICLE IX. EFFECTIVE DATE AND TERMINATION

(32) This MOU shall become effective upon signature and execution of all parties, and shall remain in full force and effect unless and until terminated by any party. This MOU may be terminated at any time by mutual agreement of the parties upon such terms as mutually agreed at the time. Any party may terminate without cause, its participation in this MOU at any time by providing sixty (60) days prior written notice to the other parties. However, unilateral termination by the COUNTY shall not relieve the COUNTY of the obligation to maintain the lands that have already been restored in accordance with the PLAN in perpetuity in the condition as it exists at the time of termination. Upon termination of this MOU, all unspent funds shall be disbursed in accordance with Article III, Paragraph (14). Notwithstanding any other provisions for termination of this MOU, paragraphs (10), (11), (30) and (32) hereof shall survive termination and shall remain in full force and effect.

ARTICLE X. RIGHTS OF OTHERS

(33) Nothing in this MOU, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this MOU.

ARTICLE XI. WAIVER

(34) There shall be no waiver of any right related to this MOU unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this MOU shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this MOU.

ARTICLE XII. INVALIDITY OF PROVISIONS

(35) The invalidity of one or more of the phrases, sentences, clauses, or articles contained in the MOU shall not affect the validity of the remainder of this MOU, provided that, the material purposes of this MOU can be determined and effectuated.

ARTICLE XIII. NOTICES

(36) All notices required or permitted to be given under the terms and provisions of this MOU by one party to the others shall be in writing and shall be sent by registered or certified mail, return receipt requested, as follows:

As to the DEPARTMENT:

Florida Department of Environmental Protection, ERP Division
Southeast District
ATTN: Tim Rach, Program Administrator
P.O. Box 15425
West Palm Beach, Florida 33416

As to the CORPS:

U.S. Army Corps of Engineers
ATTN: John Studt, Chief, South Permits Branch
400 North Congress Avenue, Suite 130
West Palm Beach, Florida 33401

As to the COUNTY:

Palm Beach County Department of Environmental Resources Management
ATTN: Richard Walesky, Director
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

Or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

ARTICLE XIV. DISPUTE RESOLUTION

(37) The parties agree to resolve disputes through mediation prior to initiating any litigation in relation to this MOU. The mediator shall be selected by majority vote of all three (3) parties, and the cost of mediation shall be paid from the South Loxahatchee Slough Wetland Restoration Fund.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have hereunto caused this MOU to be executed by their duly authorized representative(s) on the day and year noted below.

AGREED TO this 26th day of August, 2002.

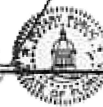
**STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION**

By Melinda L. Meek
Title Director of District Management

STATE OF FLORIDA
COUNTY OF Palm Beach

SWORN TO and subscribed before me this 26th day of August, 2002,
by _____, who is personally known to me/has produced for
identification

Andrell T. Maxie
Notary Public
State of Florida



Andrell T. Maxie
MY COMMISSION # 00009507 EXPIRES
June 2005
BONDED THROUGH TAIN INSURANCE, INC.

Approved as to form and legality
[Signature]
DEP Attorney

AGREED TO this 13th day of August, 2002.

**U.S. ARMY CORPS OF ENGINEERS,
JACKSONVILLE DISTRICT**

By John R. Hall
Title Chief, Regulatory Div.

STATE OF FLORIDA
COUNTY OF Duval

SWORN TO and subscribed before me this 13th day of August, 2002,
by John R. Hall, who is personally known to me, has produced or
identification



Barbara E. Merkel
MY COMMISSION # CC885733 EXPIRES
November 30, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Barbara E. Merkel
Notary Public
State of Florida

Approved as to form and legality

John L. Simion John L. Simion
Attorney for the U.S. Army Corps of
Engineers, Jacksonville District

AGREED TO this _____ day of _____, 2002.

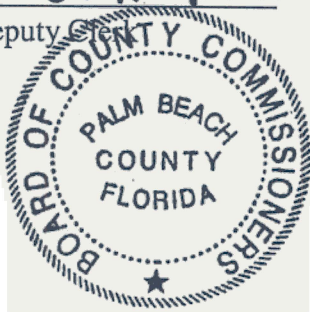
ATTEST:

DOROTHY H. WILKEN, CLERK

**PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: Linda C. Hickman

Deputy Clerk



R2002 1198

By: Warren H. Newell

JUL 23 2002

Warren H. Newell, Chairman

Approved as to
Form and Legal Sufficiency:

Gerdy J. Gill
Assistant County Attorney

Approved as to
Terms and Conditions:

Richard E. Walesky
Richard E. Walesky, Director
Environmental Resources Management

Exhibit I

SOUTH LOXAHATCHEE SLOUGH RESTORATION PLAN

PROJECT LOCATION

The mitigation area, known as the SOUTH LOXAHATCHEE SLOUGH RESTORATION PROJECT (hereinafter the Project), is located within a COUNTY-owned natural area known as the Loxahatchee Slough Natural Area. A location map is provided as Attachment 1. The Loxahatchee Slough Natural Area is a 10,951 acre site located at the headwaters of the historic Loxahatchee River, a nationally designated wild and scenic river. The Loxahatchee Slough is a mosaic of high-quality freshwater wetlands such as cypress swamps, marshes, and wet prairies, interspersed with pine flatwoods and hammocks. The Slough is managed as part of a countywide system of natural areas and is protected to maintain the diversity of biological communities and native species and the additional values and functions of wetlands and associated native upland property.

PROJECT DESCRIPTION AND SITE HISTORY

The Project consists of 780 acres of predominantly wetland property lying south of PGA Boulevard, north of the Bee Line Highway and west of the eastern leg of the C-18 Canal in Palm Beach County. A map outlining the Project (project area) is provided as Attachment 2. The project area was drained by three 72 inch culverts installed in the late 1950s under the C-18 Canal levee. Although these culverts had riser pipes and slots for control boards, the riser pipes rusted out and groundwater elevations within the project area were pulled down to the level of the C-18 Canal. A small canal was dug in the 1970s southwest from the culverts to the Bee Line Highway to convey water from the northern Water Catchment Area and the CSX Canal. Another canal was dug in the early 1960s northwest from the culverts to drain land within the project area and the land to the west. This canal was later enlarged in the early 1970s by dredging to a width of 100 feet and a depth of 8 feet. Spoil from the dredging was deposited in wetlands located north of the canal in large spoil fans. These spoil areas were later colonized by Australian pines. Drainage of the project area has allowed melaleuca to gain a foothold and form large monocultures in portions of the Project. A small shell pit area within the project area was created in the early 1960s.

The COUNTY bought the South Slough property in 1996 as part of the larger Loxahatchee Slough acquisition. Subsequent to this date, the South Florida Water Management District replaced the rusted culverts and installed control boards to restore historic water levels within the project area. The Project is intended to repair environmental damage caused by the historic drainage practices and restore the area back to the original wetland habitat.

WORK DESCRIPTION AND TIMELINE

The Project will generally consist of the following activities.

1. Restoration of 46 acres of former wetlands currently covered by exotic-dominated spoil piles. All exotic vegetation will be removed from these spoil areas. The spoil piles will be scraped down to the original wetland elevation and the excess fill will be used to plug/fill the adjacent canals and pits.
2. Removal of invasive exotic vegetation from 191 acres of degraded wetlands currently dominated by exotic monocultures through the use of appropriate machinery and techniques for existing soil and water conditions. Exotic vegetation will be chipped and disposed of off-site.
3. Re-establishment of 237 acres of viable wetlands through the above activities and the installation of appropriate native wetland plants as needed.
4. Perpetual management and monitoring of the 780-acre project area to include exotic and nuisance species as later addressed in this plan.

Additional detail of the work activities and a timeline for completing the work and obtaining any required environmental resource permit(s) is incorporated as Attachment 3.

ENVIRONMENTAL SUCCESS CRITERIA

The Project has been evaluated by the CORPS using the Wetland Rapid Assessment Procedures (WRAP). WRAP is a matrix developed to assist in the regulatory evaluation of wetland sites. The WRAP evaluation will be used as the basis for the success criteria. The WRAP calculations are provided as Attachment 4. Environmental success will be measured by comparing the WRAP scores for the variables listed below before and after project completion.

Wildlife Utilization
Wetland Overstory/Shrub Canopy
Wetland Vegetative Ground Cover
Adjacent Upland Support/Wetland Buffer
Wetland Hydrology
Water Quality Inputs and Treatment Systems

The goal of the Project shall be to achieve the WRAP scores calculated by the CORPS for each variable described above (and in Attachment 4), in accordance with the schedule provided in Attachment 3. The County shall conduct all enhancement and restoration of mitigation lands under this MOU to achieve an increased score of 0.45 per acre as indicated in Attachment 4 pursuant to the Wetland Rapid Assessment Procedure (WRAP) published by the South Florida Water Management District, Technical Publication REG-001, Second Edition, April 1999, and establish and achieve success criteria for maintenance and monitoring activities following achievement of the 0.45 per acre increase in WRAP score for lands with the SLSRP.

MONITORING AND LONG -TERM MANAGEMENT

The goal of restoration and enhancement efforts in the project area and long-term management is to provide a self-sustaining community of uplands and wetlands which is relatively free of exotic and nuisance vegetative species, provides hydrologic conditions supportive of native vegetation typically existing prior to the construction of the canals and ditches, and supportive of a well-balanced population of wildlife. All monitoring will be conducted for the purpose of demonstrating success in achieving this goal.

A monitoring program will be employed by the COUNTY in accordance with the schedule included in Attachment 3. The program will measure whether the management objectives for natural communities and listed species are being achieved, and whether the success criteria described above are being achieved. Assistance will be sought from institutions of higher education and volunteers in carrying out the monitoring program and in analysis and interpretation of the data collected. Management practices will be adjusted if an analysis of the monitoring data reveals that objectives are not being met. All monitoring data and information will be included in an annual project status report prepared by the COUNTY and submitted to the DEPARTMENT and the CORPS.

The monitoring program will include permanent photographic stations established within the project area with photographs taken annually for comparison purposes. Annual vegetation surveys within the project area will be conducted to determine the location and percent coverage of invasive non-native vegetation.

Periodic wildlife surveys will be undertaken to determine trends in wildlife utilization in the project area.

Water level staff gauges will be permanently installed within the project area to permit measurement of changes in the hydroperiod. Readings from the gauges will be obtained monthly or in accordance with a schedule approved by the South Florida Water Management District who will be assisting in the management of this property. Readings will be plotted against rainfall data obtained from the South Florida Water Management District, to determine the relationship between rainfall and surface water levels.

Management and maintenance of the Project will be performed by the COUNTY in perpetuity. The Project will be maintained such that exotic plant species, including all species on the Florida Exotic Pest Plant Council Category I list, comprise less than one percent (<1%) and nuisance plant species, including all species, such as cattails (*Typha* spp.) and primrose willow (*Ludwigia peruviana*), that become established to the detriment or exclusion of desirable native vegetation, will be maintained such that they comprise less than 10 percent (<10%) of the vegetative cover on the site. Water levels in the wetlands will be managed cooperatively with the South Florida Water Management District in a manner consistent with the previously identified hydrologic

goals and the terms of an interlocal agreement being developed to define a partnership between the COUNTY and the District for the management of the Loxahatchee Slough Natural Area.

The COUNTY shall supply or arrange for adequate security for the project area to control unauthorized access and activities inconsistent with or in violation of the COUNTY's Natural Areas Ordinance.

ASSESSMENT OF PROJECT

The Project has been evaluated by the CORPS using Wetland Rapid Assessment Procedures (WRAP). The WRAP evaluation (Attachment 4) has been used to determine the number of mitigation credits assigned to the project. Additional mitigation credits may be requested by the COUNTY and granted by the DEPARTMENT and CORPS through mutual agreement of all parties if post-restoration WRAP analysis indicates that additional lift above what was originally anticipated has been provided.

ENTITY RESPONSIBLE FOR WORK

The COUNTY through its Department of Environmental Resources Management shall be responsible for all work described in this Agreement.

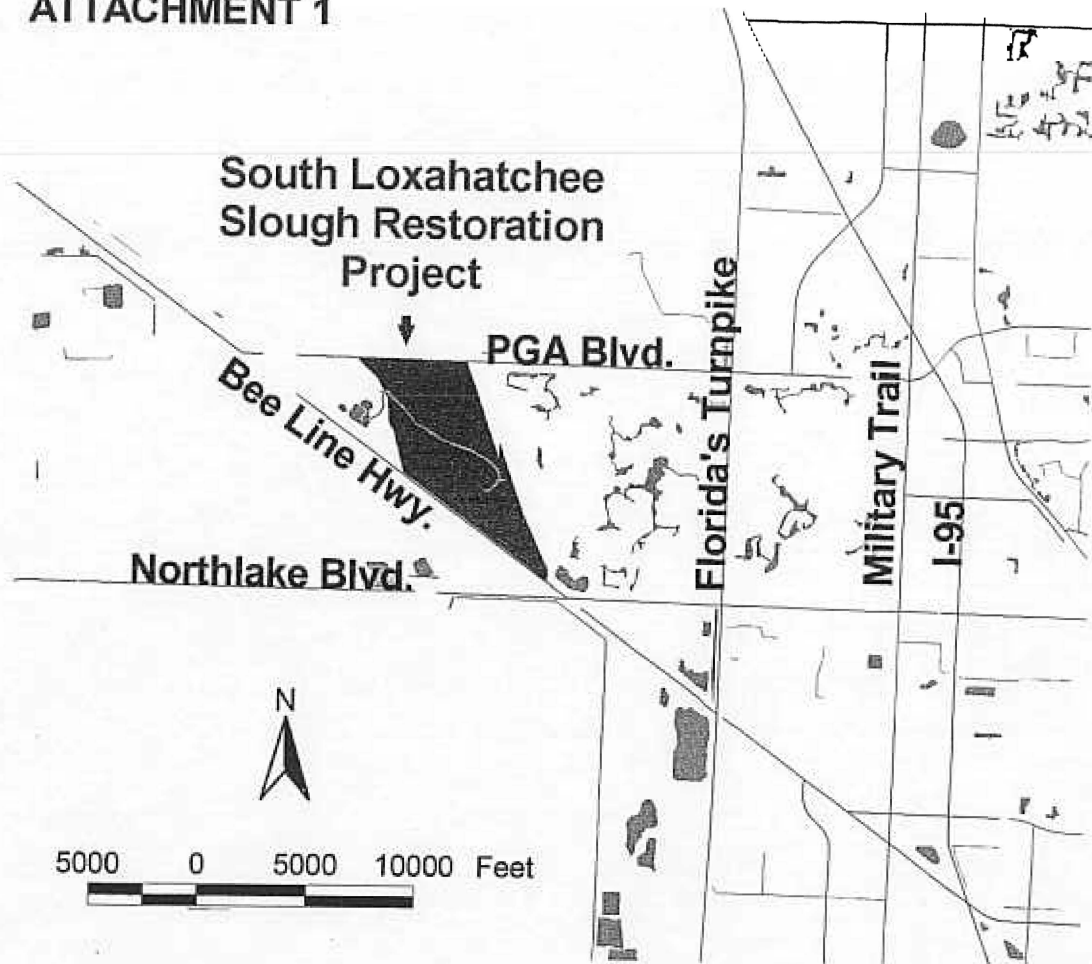
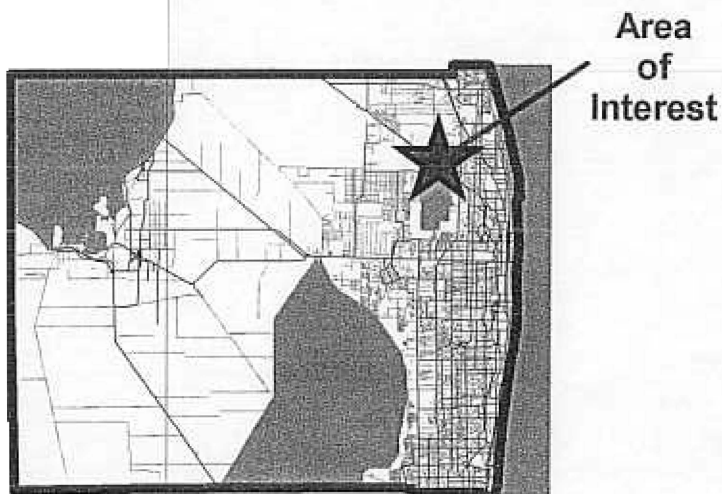
ACQUISITION OF LANDS

All lands necessary for this project have been acquired and are under the ownership of the COUNTY.

LIST OF ATTACHMENTS

- Attachment 1 - Location Map
- Attachment 2 - Project Area Map
- Attachment 3 - Restoration Activity Schedule
- Attachment 4 - WRAP Calculations

ATTACHMENT 1



Legend

- Palm Beach County Limits
- Major Roads
- Major Water Bodies
- South Loxahatchee Slough Restoration Project

Location Map for the South Loxahatchee Slough Restoration Project

Palm Beach County
Department of Environmental
Resources Management



March 28, 2002



South Loxahatchee Slough Restoration Project


Twn 42 S, Rng 42 E, Sec 7, 8, 9, 16 and 17



Legend

-  Previously Dredged and Filled Areas
Dominated by Exotic Vegetation
-  Project Boundaries

1000 0 1000 2000 Feet



Palm Beach County
Department of Environmental
Resources Management



March 28, 2002

ATTACHMENT 3

SLSRP RESTORATION ACTIVITY SCHEDULE ***		
TARGET (months*)	TARGET (funds**)	ACTIVITY
0	0	Project plan in place.
18	\$60,000	Initiate horizontal and vertical control survey. Initiate exotic vegetation GPS surveys and mapping.
24	\$115,000	Complete or update surveys and mapping. Initiate engineering design and plan development. Initiate permit preparation and application filing. Initiate vegetative, wildlife and water level monitoring.
36	\$180,000	Obtain state and federal permits. Prepare bid documents, spec sheets, drawings. Begin exotic vegetative species removal activities.
48	\$2,825,000	Initiate scrapedown of spoil uplands. Initiate filling of drainage canal.
72		Complete initial exotic vegetative removal activities. Complete scrapedown of spoil uplands. Complete filling of drainage canal.
84		Complete a review of vegetative cover in restored areas. Add vegetation to restored areas if needed.***
96		Conduct WRAP reevaluation.
* From effective date of MOU. Target timeframes in this column shall prevail if target fund amounts shown in the adjacent column have not been achieved.		
**Amounts shown represent total funds anticipated to be received by the corresponding target months for this project, including mitigation payments and grants.		
***Subject to funding availability.		

ATTACHMENT 4

SOUTH LOXAHATCHEE SLOUGH RESTORATION									
	Melaleuca		Upland removal		Canal restoration				
	w/o proj	w/ proj	w/o proj	w/ proj	w/o proj	w/ proj			
Wildlife	1	2.75	0	2.75	1	2.75			
Overstory	0.5								
Gr. cover	0.5	2.75	0	2.75	0.5	2.75			
Buffer	1.75	2.31	0	2.75	2	2.75			
Hydro.	N/A	N/A	N/A	N/A	N/A	N/A			
W.Q.	2.17	2.17	0	2.17	2.17	2.17			
Total	5.92	9.98	0	10.42	5.67	10.42			
FCI	0.39	0.83	0	0.87	0.47	0.87			
Acres	191	191	46	46	16	16			
Delta		0.44		0.87		0.4			
TLF		1		1		1			
FCU		84.04		40.02		6.4			
% acres		0.755		0.182		0.063			
TOTAL ACRES					253				
TOTAL FCU's WITHOUT HYDROLOGY LIFT					130.46				
AVERAGE FCI JUPITER FARMS				0.45		AVERAGE FCI SLOUGH		0.32	
POST-PROJECT FCI				0		POST-PROJECT FCI		0.84	
LOSS				-0.45		LIFT		0.52	

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Port St. Lucie

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U. of S. Water Protection
Port St. Lucie

	Melaleuca		Cypress polygons		Marsh polygons		Upland removal		Canal restoration		
	w/o proj	w/ proj	w/o proj	w/ proj	w/o proj	w/ proj	w/o proj	w/ proj	w/o proj	w/ proj	
Wildlife	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	
Overstory			2.75	2.75							
Gr. cover	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	
Buffer	2.19	2.19	2.19	2.19	2.19	2.19	2.5	2.5	2.75	2.75	
Hydrol.	2	2.75	2	2.75	2	2.75	0	2.75	2	2.75	
W.Q.	2.17	2.17	2.17	2.17	2.17	2.17	2.17	2.17	2.17	2.17	
Total	11.86	12.61	14.61	15.36	11.86	12.61	10.17	12.92	12.42	13.17	
FCI	0.79	0.84	0.81	0.85	0.79	0.84	0.68	0.86	0.83	0.88	
Acres	191	191	150	150	377	377	46	46	16	16	
Delta		0.05		0.04		0.05		0.18		0.05	
TLF		1		1		1		1		1	
FCU		9.55		6		18.85		8.28		0.8	
% acres		0.245		0.192		0.483		0.059		0.021	
TOTAL PROJECT ACRES				780							
TOTAL FCU'S FOR HYDROLOGY				43.48							
PBC'S PARTICIPATION				49.30%	(Golf Digest participation is 51.7%.)						
REVISED FCU'S FOR HYDROLOGY				21.44							
AVERAGE FCI JUPITER FARMS				0.45	AVERAGE FCI SLOUGH				0.79		
POST-PROJECT FCI				0	POST-PROJECT FCI				0.84		
LOSS				-0.45	LIFT				0.05		
TOTAL PROJECT FCU's				151.9							
AVERAGE LIFT FOR TOTAL PROJECT				0.45							
Therefore, 151.9 credits are available for 151.9 acres of impacts.											

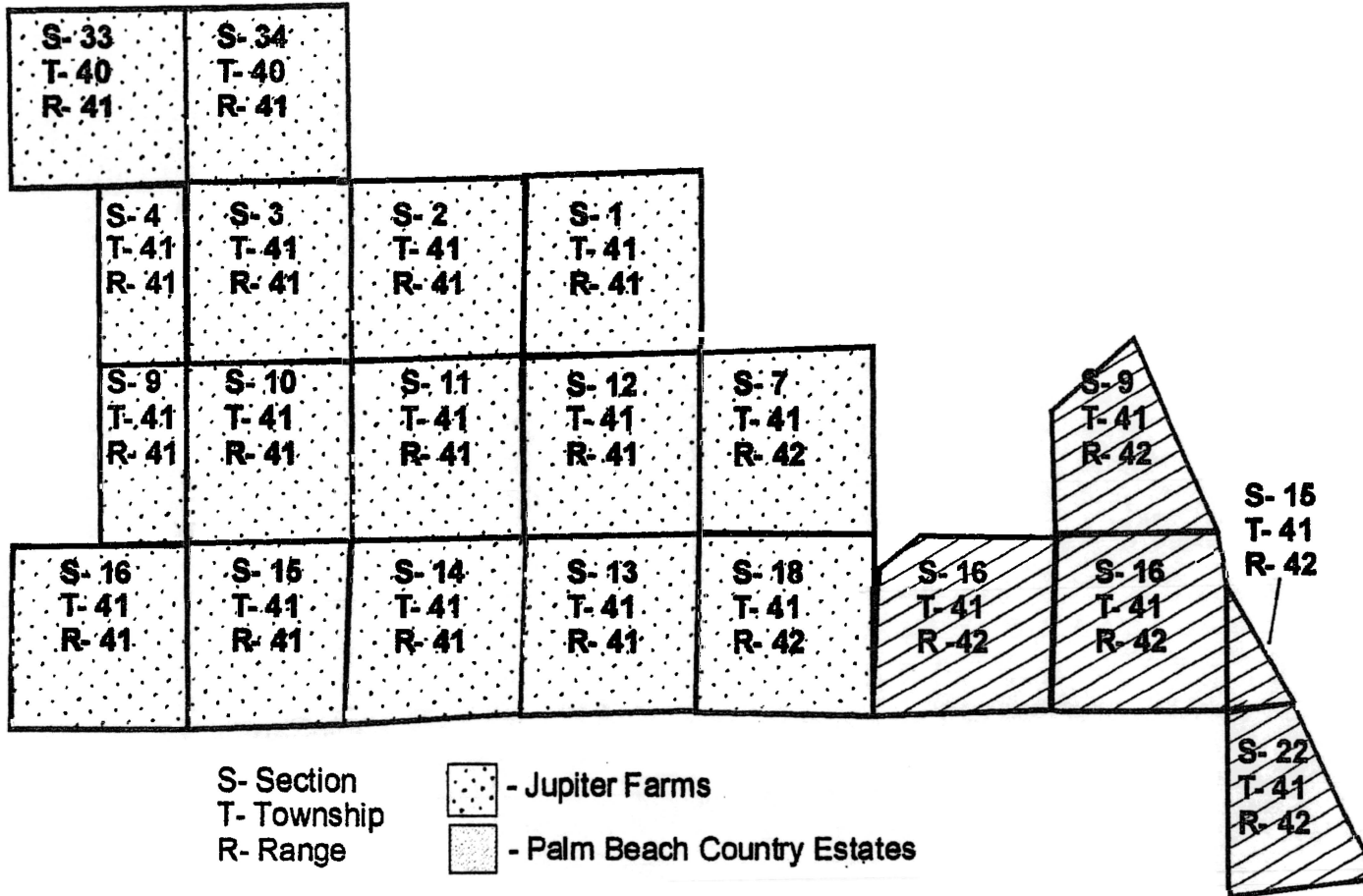
JUPITER FARMS AND PALM BEACH COUNTRY ESTATES

Polygon 16		Polygon 17		Polygon 18		Polygon 19	
w/o proj	w/ proj	w/o proj	w/ proj	w/o proj	w/ proj	w/o proj	w/ proj
Wildlife	1.5	0.5		1.5		1	
Overstory	1.5			2		1	
Gr. cover	2	2		2.5		1.5	
Buffer	1	1		1		1	
Exotics	2	2		2		2	
Hydrol.	2	1		2		0.5	
W.Q.	1.5	1.5		1.5		1.5	
Total	11.5	8		12.5		8.5	
FCI	0.55	0.44		0.6		0.4	
Polygon 20		Polygon 47		Polygon 48			
w/o proj	w/ proj	w/o proj	w/ proj	w/o proj	w/ proj		
Wildlife	1	1.5		1.5			
Overstory	0.5	2		1.5			
Gr. cover	0.5	2		2			
Buffer	0.5	0.5		0.5			
Exotics	0	1.5		1			
Hydrol.	1	0.15		1.5			
W.Q.	1.5	1.5		1.5			
Total	5	9.15		9.5			
FCI	0.24	0.44		0.45			
Average FCI		0.45					

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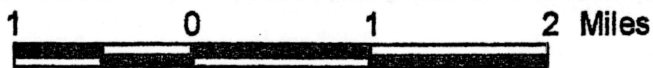
Exhibit II

South Loxahatchee Slough Service Area Jupiter Farms and Palm Beach Country Estates



S- Section
T- Township
R- Range

- Jupiter Farms
 - Palm Beach Country Estates



This map was created based on aerial photographs NOT ground truthing. It is intended to be used as a guide ONLY. If you have specific questions, or need clarification, please call DEP at 881-681-6600.

created 02/25/02 VLP

EXHIBIT III

UNIT 11 REGIONAL OFFSITE MITIGATION AREA
BI-ANNUAL FINANCIAL SUMMARY STATEMENT

AS OF December 31, 2001

REVENUE SOURCE	TOTAL COLLECTED	DISTRIBUTION			
		ACQUISITION	RESTORATION	MANAGEMENT	
				PRINCIPAL	INTEREST
Balance Brought Forward:		2,723,556.86	1,751,750.01	2,631,127.02	251,653.23
Permit Revenue (07/01/01 to 12/31/01)	894,729.16	630,140.07	103,945.71	160,643.38	
Interest	412,642.00	162,226.00	94,930.00		155,486.00
SUB-TOTAL		3,515,922.93	1,950,625.72	2,791,770.40	407,139.23
EXPENDITURES					
Advertisement		791.63			
Quick Serve/Process Server		1,123.50			
Recording Fees/Copies		542.90			
Title Searches		10,607.00			
Airborne-Mail		57.03			
Land Purchases		239,482.87			
Appraisals/Expert Witness		62,165.53			
Outside Attorney Costs		31,440.16			
County Attorney Staff Costs		31,312.50			
PREM Staff Costs		14,116.43			
ERM Staff Costs		59,842.75	12,686.07		2,243.68
SUB-TOTAL		451,482.30	12,686.07	0.00	2,243.68
BALANCE AVAILABLE:		\$3,064,440.63	\$1,937,939.65	\$2,791,770.40	\$404,895.55

Example →

**South Loxahatchee Slough Restoration Project
Mitigation Payments Received
Since Inception**

USACE PERMIT NUMBER	USACE	DEP PERMIT NUMBER	DEP ISSUE DATE	LOCATION	PERMITEE	REQ. MITIGATION PER USACE	REQ. MITIGATION PER DEP	AMOUNT PAID	PAYMENT DATE	MIT. ACREAGE REQUIRED	REMAINING ACRES
		50-0165460-002	7/13/2000	JUPITER FARMS	KOLA, ANDREA & MICHAEL		\$2,680.00	\$2,680.00	3/28/2000	0.670	151.290
				PB COUNTRY EST.	GILMORE, ANDREA & ROSS			\$800.00	11/7/2000	0.200	151.030
200001543 (IP-DEB)		50-0168213-002	8/15/2000	JUPITER FARMS	WILKISON, JULIAN & SHARON		\$6,000.00	\$6,000.00	11/16/2000	1.500	149.530
200000494 (NW-DEB)	4/10/2000	50-0166767-001	8/22/2000	JUPITER FARMS	ZALINGER, SCOTT & MICHELE		\$2,433.43	\$2,433.43	12/4/2000	0.608	148.922
200004635 (NW-DEB)	12/7/2000			PB COUNTRY EST.	BLYDENSTEIN, DICK	\$400.00		\$400.00	2/6/2001	0.100	148.821
199905511 (NW-DEB)	1/17/2001			JUPITER FARMS	GUERRERO, MARITZA & MARIO	\$1,200.00		\$1,200.00	2/20/2001	0.300	148.522
199905439 (NW-DEB)	1/13/2001			PB COUNTRY EST.	PATRICK, NORMAN & JODI	\$1,520.00		\$1,520.00	2/22/2001	0.380	148.142
200100417 (NW-DEB)	2/7/2001			PB COUNTRY EST.	SIDNEY, WAYNE	\$1,960.00		\$1,960.00	2/27/2001	0.490	147.652
		50-0173270-001	4/30/2001	JUPITER FARMS	LIOTTA, LEONARD & PATTI		\$433.43	\$433.43	4/18/2001	0.108	147.544
200101923 (NW-TA)	5/3/2001			JUPITER FARMS	BESWICK, ERICH & RENAY	\$1,760.00		\$1,760.00	5/16/2001	0.440	147.104
200002394 (NW-TA)	5/17/2001			JUPITER FARMS	GROPP, DAVID & TERESA	\$440.00		\$440.00	6/7/2001	0.110	146.994
200102258 (NW-DEB)	5/24/2001			PB COUNTRY EST.	RADAK, MICHELLE	\$1,240.00		\$1,240.00	6/8/2001	0.310	146.684
200004633 (NW-TA)	4/24/2001			JUPITER FARMS	GALLAGHER, JAMES & TANIA		\$0.00	\$720.00	6/14/2001	0.180	146.504
200102759 (NW-TA)	6/7/2001			JUPITER FARMS	LEE, JOSEPH	\$320.00		\$320.00	7/10/2001	0.080	146.424
200000593 (NW-CK)	6/26/2001			JUPITER FARMS	RAYMOND, BILL	\$2,000.00		\$2,000.00	7/25/2001	0.500	145.924
200103829 (NW-TA)	7/30/2001			JUPITER FARMS	PEARCE, RUDDER & MARNI	\$1,000.00	\$0.00	\$1,000.00	8/16/2001	0.250	145.674
200101541 (NW-CK)	7/23/2001			JUPITER FARMS	CARLSON, BETH	\$800.00	\$0.00	\$800.00	8/20/2001	0.200	145.474
		50-0174200-001	8/8/2001	JUPITER FARMS	SULLIVAN, GRACE		\$2,600.00	\$2,600.00	8/27/2001	0.650	144.824
		50-0178942-001	4/10/2001	JUPITER FARMS	SENTELIK, ANDREW & AMANDA		\$2,000.00	\$2,000.00	9/21/2001	0.500	144.324
200102730 (NW-TA)	9/28/2001			JUPITER FARMS	PAVKOV, STEVE & ALEXIA	\$200.00	\$0.00	\$200.00	10/5/2001	0.050	144.274
		50-0187047-001	10/15/2001	JUPITER FARMS	CULPEPPER, J. MICHAEL		\$480.00	\$480.00	10/17/2001	0.122	144.152
		01-1531-50-DF	10/17/2001	JUPITER FARMS	DELIZIA, WILLIAM & MARIE		\$1,600.00	\$1,600.00	10/17/2001	0.400	143.752
200105395 (NW-TA)	10/10/2001	50-0189132-001	9/19/2001	JUPITER FARMS	KAHAN, RONALD & LEIBA	\$960.00	\$0.00	\$960.00	10/17/2001	0.240	143.512
200002424 (NW-TA)	9/26/2001			JUPITER FARMS	WILLIAMS, JEFF & LAURA	\$1,040.00	\$0.00	\$1,040.00	11/19/2001	0.260	143.252
200000494 (NW-DEB)	11/30/2001	50-0166767-001		JUPITER FARMS	ZALINGER, SCOTT & MICHELE	\$108.00		\$108.00	12/3/2001	0.027	143.225
		50-189933-001	1/4/2002	JUPITER FARMS	BATTON, STEPHEN & LINDA		\$1,720.00	\$1,720.00	1/4/2002	0.430	142.795
					BENDA, THOMAS & BRENDA			\$1,400.00	1/4/2002	0.350	142.445
200100091 (NW-TA)	12/14/2001	50-0178537-001	1/8/2001	JUPITER FARMS	DASCANIO, DOMENICO & JENNIFER	\$800.00	\$0.00	\$800.00	1/7/2002	0.200	142.245
200105146 (NW-CK)	9/13/2001	50-0189031-001	1/7/2002	JUPITER FARMS	VILLAS, JIMMY & LORRAINE/GREGORY	\$2,000.00	\$1,320.00	\$1,320.00	1/8/2002	0.330	141.915
		50-0190547-002	2/6/2002	JUPITER FARMS	KEMP, VIRGINIA & JAMES		\$800.00	\$800.00	2/7/2002	0.200	141.715
		50-0191586-001	2/19/2002	JUPITER FARMS	SCOTT, JANET M.		\$1,840.00	\$1,840.00	2/22/2002	0.460	141.255
		01-1680-50-DF	1/31/2002	JUPITER FARMS	GORYL, NICHOLAS & WENDY		\$3,600.00	\$3,600.00	2/25/2002	0.900	140.355
		50-0179817-001	3/27/2001	JUPITER FARMS	DELTA BUILDERS, INC. C/O ROBERT W		\$3,720.00	\$3,720.00	2/28/2002	0.930	139.425
200104115 (NW-TA)		50-0190579-001	3/26/2002	JUPITER FARMS	LODGE, MARK J. & SOCORRO	\$2,000.00	\$2,080.00	\$2,080.00	4/17/2002	0.520	138.045
		50-0196924-001		JUPITER FARMS	KNOWLES, ANNA		\$560.00	\$560.00	4/26/2002	0.140	137.905
						\$19,748.00	\$37,306.86	\$55,974.86		13.995	

**South Loxahatchee Slough Restoration Project
Remarks Related to Mitigation Payments Received
Since Inception**

USACE PERMIT NUMBER	DEP PERMIT NUMBER	REMARKS
	50-0165460-002	ORIGINAL CHECK WAS RECEIVED IN THE AMOUNT OF \$13,405.00. DIFFERENCE WAS REFUNDED. A REFUND OF \$10,725.00 WAS ISSUED. PCN FROM PAPA.
		PCN FROM PAPA.
200001543 (IP-DEB)	50-0168213-002	PAYMENT DUE PRIOR TO CONSTRUCTION. PCN FROM PAPA.
200000494 (NW-DEB)	50-0166767-001	PAYMENT DUE PRIOR TO CONSTRUCTION. ALSO SEE PAYMENT MADE ON 12/3/01.
200004635 (NW-DEB)		
199905511 (NW-DEB)		PCN FROM PAPA. PARCEL IS ON DEP WETLAND LIST, BUT NO COPY OF DEP PERMIT RECEIVED.
199905439 (NW-DEB)		
200100417 (NW-DEB)		
	50-0173270-003	PCN FROM PAPA.
200101923 (NW-TA)		PARCEL IS ON DEP WETLAND LIST, BUT NO COPY OF DEP PERMIT RECEIVED.
200002394 (NW-TA)		PCN FROM PAPA. DEP DOES NOT CONSIDER WETLANDS JURISDICATIONAL.
200102256 (NW-DEB)		PCN FROM PAPA.
200004633 (NW-TA)		PCN FROM PAPA. DEP DOES NOT CONSIDER WETLANDS JURISDICATIONAL.
200102759 (NW-TA)		NO PAYMENT DUE DATE. PCN FROM PAPA. PARCEL IS ON DEP WETLAND LIST, BUT NO COPY OF DEP PERMIT RECEIVED.
200000593 (NW-CK)		PARCEL IS ON DEP WETLAND LIST, BUT NO COPY OF DEP PERMIT RECEIVED.
200103629 (NW-TA)		PCN FROM PAPA. DEP DOES NOT CONSIDER WETLANDS JURISDICATIONAL.
200101541 (NW-CK)		PCN FROM PAPA. DEP DOES NOT CONSIDER WETLANDS JURISDICATIONAL.
	50-0174200-002	PCN FROM PAPA.
	50-0178942-001	PAYMENT DUE PRIOR TO CONSTRUCTION. PCN FROM PAPA.
200102730 (NW-TA)		PCN FROM PAPA. DEP DOES NOT CONSIDER WETLANDS JURISDICATIONAL.
	50-0187047-001	
	01-1531-50-DF	
200105395 (NW-TA)	50-0189132-001	DEP DOES NOT CONSIDER WETLANDS JURISDICATIONAL.
200002424 (NW-TA)		PCN FROM PAPA. DEP DOES NOT CONSIDER WETLANDS JURISDICATIONAL.
200000494 (NW-DEB)	50-0166767-001	NO PAYMENT DUE DATE.
	50-189933-001	
		PCN FROM PAPA.
200100091 (NW-TA)	50-0178537-001	DEP DOES NOT CONSIDER WETLANDS JURISDICATIONAL.
200105146 (NW-CK)	50-0189031-001	1-10-02 SLM NOTIFIED OWNER PERMIT MODIFICATION NEEDED FROM USACE.
	50-0190547-002	
	50-0191586-001	PAYMENT DUE PRIOR TO CONSTRUCTION.
	01-1680-50-DF	
	50-0179817-001	PAYMENT DUE PRIOR TO CONSTRUCTION.
	50-0189814-002	PAYMENT DUE PRIOR TO CONSTRUCTION.
200104115 (NW-TA)	50-0190579-001	4/26/02 SLM NOTIFIED OWNER PERMIT MODIFICATION NEEDED FROM USACE. PAYMENT DUE PRIOR TO CONSTRUCTION.
	50-0196924-001	PAYMENT DUE PRIOR TO CONSTRUCTION.

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TO: Interested Parties

FROM: Douglas Fry, Environmental Administrator

SUBJ: **Rule No. 62-341, F.A.C. -- Effective February 19, 2003**
Noticed General Environmental Resource Permits (NGP) for Single-Family Residences in Jupiter Farms, Palm Beach County
(Docket No. 00-47R)

This is to announce that the NGP for Jupiter Farms Rule Amendments became effective on February 19, 2003. Attached is a copy of the new rule section 62-341.201 and .476

If you wish to obtain a copy of the full rule Chapter 62-341, the Department of State has already updated the chapter on their Internet site. Directions for accessing that site and the rule are as follows.

Department of State web site for all the rules and statutes:
<http://election.dos.state.fl.us/fac/index.shtml>

Click on "FAC Online", (In the middle of the page which will take you here:
<http://fac.dos.state.fl.us/>

click on "Chapter 62 – Department of Environmental Protection"

select "Chapter 62-341"

If you have any questions on this rule, you may contact Douglas Fry at 850-921-9890.

To send to
email addresses only