

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 15, 2008 (X) Consent () Regular
() Ordinance () Public Hearing

Department
Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve** a Land Stewardship Memorandum of Understanding (MOU) with the Bureau of Land Management (BLM Eastern States Office) to collaborate on the joint management of the Jupiter Inlet Natural Area; and
- B) authorize** the County Administrator, or his designee, to sign all future time extensions, task assignments, and other forms associated with this MOU and necessary minor amendments that do not change the terms and conditions of the MOU.

Summary: The execution of this MOU will ensure the continued management of the Jupiter Inlet Natural Area by County staff from the Department of Environmental Resources Management (ERM). This MOU is intended to be an agreement to "bridge" the time from the expiration of the most recent Assistance Agreement (December 17, 2007) until the passage of designation for the Jupiter Inlet Natural Area as an Outstanding Natural Area. This designation is currently proposed in Congress and is working its way through the approval process with the help of our local Congressmen. District 1 (SF)

Background and Justification: ERM and the Bureau of Land Management (BLM) have been partnering on the management of the Jupiter Inlet Natural Area since 1996 under Assistance Agreements. Our current Assistance Agreement expired on December 17, 2007. We are currently working together on the new land management plan for that property, plus the inclusion of Lot 19 to the south, and the potential addition of Lot 17 (current Coast Guard controlled parcel). The MOU will allow ERM to continue to manage the property until we are able to formalize the long-term partnership envisioned with the passage of the proposed Outstanding Natural Area designation.

Attachment:
1. Memorandum of Understanding

Recommended by: Richard E. Walsby 12/6/07
Department Director Date

Approved by: [Signature] 2/24/08
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund ___ Agency ___ Org. ___ Object ___
 Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact
 Staff time will be used for oversight and monitoring.

C. Department Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

Any staff time used is currently included in ERM's budget in the General Fund.

[Signature] 12-20-07
 OEMB
 12-19-07
 12/13/07

[Signature] 12/20/07
 Contract Administrator

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

LAND STEWARDSHIP MEMORANDUM OF UNDERSTANDING

Between
BUREAU OF LAND MANAGEMENT (Eastern States – Jackson Field Office)
PALM BEACH COUNTY BOARD OF COUNTY COMMISSONERS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU” or “Understanding”) is made between Palm Beach County Board of County Commissioners (County) and the Bureau of Land Management (BLM Eastern States Jackson Field - Office), hereinafter referred to as “the Parties.”

The Parties agree to collaborate on the joint management of the Jupiter Inlet Natural Area, to ensure resource protection, habitat improvement and, where prudent, to provide recreational opportunities that promote a land and conservation ethic, and which focus on the natural and cultural resources of the Jupiter Inlet tract. These collaborative efforts include all aspects of resource planning, resource protection, habitat improvement, agreed upon facilities construction and negotiated facilities maintenance. This MOU illustrates BLM’s and the COUNTY’s intent to retain the natural characteristics of this property in perpetuity. This tract has been designated by the BLM as an Area of Critical Environmental Concern and is included in Palm Beach County’s Natural Area system. These designations are compatible and reflect the regional and national level of commitment to the Jupiter Inlet tract.

The Jupiter Inlet Natural Area currently encompasses 62.88 acres and is described as Lots 15 and 19 in T. 40 S., R. 43 E., Section 31, Tallahassee Meridian, Florida. In addition, the U.S. Coast Guard has authorized BLM and the COUNTY to manage 4.89 acres of native vegetation in Lot 16. There is potential for additional acreage to be added to the Natural Area, if land is returned to BLM from the U.S. Coast Guard. The Jupiter Inlet Natural Area’s upland scrub and wetland habitats support federally and state-listed perforate cladonia (*Cladonia perforata*) and four-petal pawpaw (*Asimina tetramera*), and until recently supported federally and state-listed Florida Scrub Jay (*Aphelocoma coerulescens*).

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Fourteen other special status plants and animals have been recorded at the Jupiter Inlet Natural Area. The Florida scrub plant community is considered critically imperiled. In addition the site is within critical habitat for the West Indian manatee (*Trichechus manatus*). The Jupiter Inlet Natural Area is located near the confluence of the Indian River Lagoon (Intracoastal Waterway) and the Loxahatchee River. It is bordered to the east by the Jensen Beach to Jupiter Inlet Aquatic Preserve and is immediately downstream of the Loxahatchee River – Lake Worth Creek Aquatic Preserve.

The purpose of this MOU is to describe the parties' commitment to the enhancement of habitat, management and recovery of protected species on these sites. Actions by both agencies are guided by the Jupiter Inlet Cooperative Resource Management Plan (CRMP) (BLM, Sept. 1996), as well as any mutually agreed upon updates or modifications.

The MOU is entered into pursuant and subject to all applicable federal, state, and local laws. This MOU is not entered in the interest of obtaining advice or recommendations from any office or agency of the federal government and nothing herein shall be construed, nor is intended to state or imply, that this MOU establishes a federal advisory committee or that the Federal Advisory Committee Act (5 U.S.C. Appendix 2) shall apply.

IN ORDER TO FULFILL the stated purpose and intent of this MOU and within the framework of the Jupiter Inlet CRMP, the Parties agree in principle to the following Purpose and Goals as outlined for the Palm Beach County Natural Areas System

- The purpose of the Natural Areas System is to protect historic native ecosystems and their biological diversity throughout Palm Beach County. The management of each natural area shall be coordinated with that of the other natural areas in the system to support existing populations and to reflect in perpetuity the subtropical biological diversity characteristic of Palm Beach County in pre-development times.

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- The wilderness values of each natural area shall be preserved (as defined by Palm Beach County).

- Where a natural area currently is physically or biologically connected to another publicly- or privately-owned natural area, attempts shall be made to maintain that connection through additional land acquisitions, regulatory preserve set-asides, conservation easements, interlocal agreements, and other appropriate actions.

Management Considerations

- The natural areas in the system shall be available to the public for passive, resource-based recreation, environmental education, and scientific research. Public use shall not take precedence over ecosystem protection.

- Facilities for passive public use shall be provided on each site. These facilities shall be designed to have a minimal impact on native ecosystems and shall be located in previously disturbed areas as much as possible.

- Facilities, structures, or roads other than management or access roads that would cause fragmentation of a natural area shall not be permitted within a natural area. The establishment of compatible land uses and activities on lands adjacent to a natural area shall be encouraged.

- To the extent possible, fire-maintained native ecosystems shall be burned at the appropriate interval and season, as determined by historical data, to maintain those ecosystems. Burns shall be conducted by trained personnel, using a prescribed burn plan that addresses safety and smoke concerns.

- Where ecosystems within a natural area have been impacted by invasive, non-native plant infestations, land-clearing activities, drainage, or flooding, attempts shall be made to restore those ecosystems to their previous condition or to a natural ecosystem best suited to the existing conditions on the natural area.

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•The special requirements of listed species shall be considered in developing management strategies for each natural area, but management for an individual species shall not take precedence over management of an entire ecosystem or be allowed to have a detrimental impact on that ecosystem's complement of species.

In addition this MOU will facilitate:

1. Development of specific agreements and working plans for individual projects considered by the Parties hereto to have mutual interest. Such agreements and working plans will be developed whenever deemed appropriate by the relevant Parties.
2. Specific agreements among all or some of the Parties and/or third parties, as occasion demands, for the use of specialized equipment, transfer of funds; purchasing of supplies, and other matters pertaining to the general purposes of management agreed upon by all or some of the Parties hereto. Any allocation of responsibilities and liabilities, including limitation of expenditures under this MOU, will be set forth in specific working agreements entered into by the relevant Parties.

This MOU effective as of the date it is executed by the last party. This MOU can be terminated by mutual agreement by the Parties with any party having the right to withdraw from this MOU by giving the other Parties 30 days notice. The Parties can amend this MOU as necessary at any time to incorporate new Parties, new information or changes in any Parties' authorities, policies, directives, or goals, subject to concurrence by all Parties.

Nothing in this MOU shall be construed to place financial commitment upon any of the Parties. Actions taken and funds expended to implement this MOU are contingent upon appropriations, priorities, and other constraints.

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IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the last date written below.

ATTEST:

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

By: _____
Sharon R. Bock
Clerk & Comptroller

By: _____
Addie L. Greene, Chairperson

Date of Execution _____

Approved as to form
and legal sufficiency:

By:
County Attorney

Approved as to terms and conditions:

By:
Richard E. Walesky, Director
Environmental Resources Management

BUREAU OF LAND MANAGEMENT

By: _____

Title: _____

Office: _____

Date: _____